

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIAN NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

L 186820

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT made this the 28<sup>th</sup> day of  
September, Two Thousand and Nineteen (2019)

**BETWEEN**

**SRI SUBHROJIT PAL**, having PAN - \_\_\_\_\_, son of Sri Pradip Kumar Pal, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at P-123/124, Udayan, Basunagar, P.O. & P.S. - Madhyamgram, Kolkata - 700129, District - North 24 Parganas, hereinafter referred to as the "**OWNER**" (which term or expression shall unless otherwise excluded by or repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators representatives, nominees and/or assigns) of the **ONE PART**.

**AND**

**RAJ CONSTRUCTION**, a Sole Proprietorship Firm, represented by its Proprietor **SRI BISWAJIT BISWAS**, son of Sri Baidyanath Biswas, by faith - Hindu, by occupation - Business, residing at No.2, Debigarh (Manasha Mandir Gali), P.O. Madhyamgram, Police Station - Madhyamgram, District 24-Parganas (North), Kolkata - 700129, hereinafter referred to as the "**DEVELOPER/ CONFIRMING PARTY**" (which term or expression shall unless otherwise excluded by or repugnant to the context or meaning thereof, be deemed to mean include his heirs, legal representatives, successors, administrators and assigns) of the **SECOND PART**.

**WHEREAS** the Housing & Property (India) Limited, a Company incorporated under the Indian Companies Act and having its registered office at 56, Bentinck Street, Calcutta, being the sole and absolute owner of the below schedule land alongwith other properties, established a residential area under the name and style as 'Basunagar' and out of which they permanently leased out with Mourasi Mokarari right a portion of land i.e. ALL THAT piece and parcel of land measuring an area of 11 Cottahs 14 Chittacks 05

Sqft. be the same a little more or less, being Scheme Plot No.123, comprising in Sabek Dag Nos.76 and 83, lying and situated at Mouza -Chandnagar, J.L. No.44, Re. Su. No.167, P.S. Barasat [now Madhyamgram], A.D.S.R.O. - Barasat, District - North 24-Parganas, in favour of Smt. Bimala Pal, by virtue of a Lease Deed, duly executed on 28.03.1952 and registered on 02.04.1952 before the D.R.O. Alipur and recorded in Book No.I, Volume No.25, Pages from 136 to 148, being No.1459 for the year 1952 and delivered the peaceful possession over the same. Subsequently said Bimala Pal acquired better title with rayat right on the promulgation of the West Bengal Estate Acquisition Act, 1955.

**AND WHEREAS** the said Smt. Bimala Pal, while being in peaceful possession over her aforesaid purchased property, transferred her right, title and interest forever in respect of the same, in favour of her husband Premanjan Pal, by virtue of a Deed of Release, duly registered on 23.05.1959, before the S.R.O. Barasat and recorded in Book No.I, Volume No.63, Pages from 195 to 198, being No.6041 for the year 1959.

**AND WHEREAS** by virtue of aforesaid Release deed, said Premanjan Pal, became the sole and absolute owner of ALL THAT piece and parcel of land measuring an area of 11 Cottahs 14 Chittacks 05 square feet be the same a little more or less, being Scheme Plot No.123, comprising in Sabek Dag Nos.76 and 83, lying

and situated at Mouza - Chandnagar, J.L. No.44, Re.Su. No.167, P.S. - Barasat [now Madhyamgram], A.D.S.R.O. -Barasat, District - North 24 Parganas and constructed residential Building thereon under the name and style as "UDAYAN" and being in peaceful enjoyment over the said property, during his lifetime, he made an Will in respect of the aforesaid property, under certain terms and conditions, mentioned therein, which was duly registered on 27.09.1963 before the R.A. Calcutta and recorded in Book No.III, Volume No.9, Pages from 85 to 86, being No.260 for the year 1963.

**AND WHEREAS** after demise of said Premanjan Pal on 26.10.1965, according to his last will, a Probate Case was filed before the Ld. District Delegate of 24 Parganas at Alipore being No.33/1966 and accordingly Learned Court was pleased to pass an Order on 21.09.1967 by granting Probate in favour of Smt. Bimala Pal and thus she became the sole and absolute owner of the said Property and had been enjoying the same.

**AND WHEREAS** being in peaceful enjoyment over the aforesaid property, said Smt. Bimala Pal, died intestate on 07.07.1984 and according to the terms and conditions of the last will of deceased Premanjan Pal, his two sons namely Kalyan Pal and Pradip Kumar Pal [both the parties herein], became the joint absolute owners of the left property of their deceased father and mutated their names in the records of Madhyamgram Municipality, under Ward No.7

(now 11), being Holding No.235, Basunagar 3 No, Gate and jointly seized and possessed the same.

Be it mentioned herein that, after deduction of some portions of land for Municipal Road, the aforesaid land presently stands measuring an area of 11 Cottahs 09 Chittacks 29 square feet [as per present physical measurement] equivalent to 19 Decimals, be the same a little more or less and according to the B.L. L.R.O. information and R.S. R.O.R. out of the said total land measuring 19 Decimals, 13 Decimals of land comprising in R.S. Dag No.238, 03 Decimals of land comprising in R.S. Dag No.238/573 and 03 Decimals of land comprising in R.S. Dag No.226, all are recorded under R.S. Khatian No.441.

It is also mentioned herein that, the aforesaid 19 Decimals of land, presently has been recorded in the name of Bimala Pal, according to the present L.R. R.O.R. vide L.R. Khatian No.1641 under L.R. Dag No.1647.

**AND WHEREAS** by virtue of the aforesaid description, both the parties namely Sri Kalyan Pal and Sri Pradip Kumar Pal, became the joint absolute owners of ALL THAT piece and parcel of land measuring an area of 11 Cottahs 14 Chittacks 05 square feet equivalent to 19 Decimals, be the same a little more or less, being Scheme Plot No.123, alongwith two-storied building erected thereon

namely Udayan [measuring 2629 Sq.ft. pucca building + 63 square feet Tin shed structure at the Ground Floor and measuring 910 Sq.ft. pucca building + 228 Sq.ft. Tin shed structure on the First Floor], comprising in Sabek Dag Nos.76 and 83, corresponding to R.S. Dag Nos.238, 238/573 & 226, corresponding to L.R. Dag No.1647, under Khatian Nos.134 & 193, with Sub-Khatian Nos.136 & 194, corresponding to R.S. Khatian No.441, corresponding to L.R. Khatian No.1641 [recorded in the name of Bimala Pal], lying and situated at Mouza - Chandnagar, J.L. No.44, Re.Su. No.167, P.S. - Barasat [now Madhyamgram], A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, under Ward No.11 (Old 7), being Holding No.235, Basunagar 3 No, Gate, District - North 24 Parganas, morefully and particularly described in the Schedule "A" hereunder written and hereinafter referred to as the "Said Premises", and since then they have been enjoying the same free from all encumbrances, liens mortgages etc. whatsoever, by paying rent and taxes regularly before the concerned authority from time to time.

**AND WHEREAS** during the course of peaceful joint property over the 'A' Schedule property both the parties namely Sri Kalyan Pal and Sri Pradip Kumar Pal possession and enjoyment filed a partition suit being No. 254 of 2004 subsequently executed a amicable Deed of Partition dated 26.08.2019 which was

registered at the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No.I, Volume No.1503-2019, pages from 206753 to 206789, being No.150305400 for the year 2019.

**AND WHEREAS** thus the said Pradip Kumar Pal became absolute owner of the property (as per deed of partition dated 26.08.2019) all that piece and parcel of land measuring an area of 05 (Five) Cottahs 09 (Nine) Chittacks 17 (Seventeen) Sq.ft. be the same a little ; more or less, out of 07 Cottahs 15 Chittacks 01 Sq.,ft. or 13 Decimals, in R.S. Dag No. 238, out of total land 11 Cottahs 09 Chittacks 29 Sqft. equivalent to 19 Decimals, be the same a little more or less, being Scheme Plot No. 123, alongwith portion of Cemented Flooring two-storied building erected thereon namely Udayan [measuring 513 Sq.ft. pucca building at the Ground Floor and measuring 358 Sq.ft. pucca building + 123 Sq.ft. Tin shed structure on the First Floor], comprising in Sabek Dag Nos. 76 and 83, corresponding to R.S. Dag No. 238, corresponding to L.R. Dag No. 1647, under Khatian Nos. 134 & 193, with Sub-Khatian Nos. 136 & 194, corresponding to R.S. Khatian No. 441, corresponding to L.R. Khatian No. 1641 [recorded in the name of Bimala Pal], lying and situated at Mouza - Chandnagar, J.L. No. 44, Re.Su. No. 167, PS. - Barasat [now Madhyamgram], A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality,

under Ward No. 11 (Old 7), being Holding No. 235, Basunagar 3 No. Gate, District - North 24 Parganas, as demarcated by "GREEN" Border in the annexed Plan and marked as Plot No."B", TOGETHER WITH all easement rights including bringing the Connection of Water, Electric, telephone, etc.

**AND WHEREAS** be it noted further that Sri Pradip Kumar Pal executed a 'General Power of Attorney' there he made constitute and appoint Sri Pradyut Kumar Goswami as true and lawful attorney on his behalf in the year 2002 which was registered at the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recoded in Book No.IV, Volume No.4, page No.131 to 138, being No.159 for the year 2002.

**AND WHEREAS** the aforesaid general power of attorney has been cancelled by Sri Pradip Kumar Pal on 25.08.2019 vide Deed of Cancellation of General Power of Attorney (in Bengali version) dated 25.08.2019 which was also registered at the office of the Additional District sub-Registrar, Barasat, North 24 Parganas and recorded in book No.IV, Volume No.1503-2019, page from 15915 to 15932, Being No.150300612 for the year 2019.

**AND WHEREAS** the said Pradip Kumar Pal out of his natural love and affection gifted the entire property to his only son namely Subhrojit Pal vide deed of gift dated .....



**AND WHEREAS** the said Subhrojit Pal the first part herein became the absolute owner of **ALL THAT** piece and parcel of land measuring an area of 05 (Five) Cottahs 09 (Nine) Chittacks 17 (Seventeen) Sq.ft. be the same a little ; more or less, out of 07 Cottahs 15 Chittacks 01 Sq.,ft. or 13 Decimals, in R.S. Dag No. 238, out of total land 11 Cottahs 09 Chittacks 29 Sqft. equivalent to 19 Decimals, be the same a little more or less, being Scheme Plot No. 123, alongwith portion of Cemented Flooring two-storied building erected thereon namely Udayan [measuring 513 Sq.ft. pucca building at the Ground Floor and measuring 358 Sq.ft. pucca building + 123 Sq.ft. Tin shed structure on the First Floor], comprising in Sabek Dag Nos. 76 and 83, corresponding to R.S. Dag No. 238, corresponding to L.R. Dag No. 1647, under Khatian Nos. 134 & 193, with Sub-Khatian Nos. 136 & 194, corresponding to R.S. Khatian No. 441, corresponding to L.R. Khatian No. 1641 [recorded in the name of Bimala Pal], lying and situated at Mouza - Chandnagar, J.L. No. 44, Re.Su. No. 167, PS. - Barasat [now Madhyamgram], A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, under Ward No. 11 (Old 7), being Holding No. 235, Basunagar 3 No. Gate, District - North 24 Parganas.

**AND WHEREAS** the present owner the First Part herein having decided to get the aforesaid property developed accordingly approach the developer the second part herein who has agreed to get the aforesaid property developed by constructing a multi storied building thereon on the terms and conditions as contained herein.

**AND WHEREAS** the party of the second part herein being a developer having experience in construction of building and having sufficient infrastructure and finance, has agreed to undertake the construction of the multistoried building at the aforesaid property as fully and particularly described in the first schedule hereunder written in accordance with the plan and specification to be sanctioned by the Madhyamgram Municipality as such the party of the First part agreed to appoint the party of the Second part as developer and/or its authorized representative to complete the scheme of construction of the proposed Multi-storied building on the following terms and conditions :-

1. Before execution of this agreement the owners have represented and assured to the developer as follows :
  - a) That the said property is free from all sorts of encumbrances, charges, liens, lispendens, attachments whatsoever or howsoever.

2. That beside the recitals of title made above there is none to claim any right, title and interest into or upon the said property and there is no other encumbrances in the premises.
3. That there is no notice of acquisition or requisition received or pending in respect of the said premises situated at Basunagar.
4. The owners have also given to undertake that the said property do not fall under the urban land (ceiling regulation) Act, 1976
5. As per Agreement second party have no right to made any lien with any financial institution on mortgaging the said property.
6. The owners have declared to the Developer that the Owners have a marketable title in respect of the said property including the said structures situated thereon without any claim, right, title and interest of any person thereon on therein and the owners have absolute right to enter into this agreement with the Developer and the Owners hereby undertake to indemnify and keep the Developer indemnified against any third party's actions

and demands, whatsoever, with regard to the title and ownership of the Owners.

Relying on the aforesaid representation and believing the same to be true and acting on good faith thereof the Developer being desirous to develop the aforesaid property agreed to execute this agreement on the terms and conditions contained hereinafter.

**NOW THIS AGREEMENT WITNESSETH** as follows:-

1. That in this agreement unless otherwise agreed upon the following expression will have the following meaning:-
  - a) **OWNERS** :- shall mean **SRI SUBHROJIT PAL**, having PAN -  
 , son of Sri Pradip Kumar Pal, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at P-123/124, Udayan, Basunagar, P.O. & P.S. - Madhyamgram, Kolkata - 700129, District - North 24 Parganas, and his legal heirs, representatives, executors, administrators and/or assigns.
  - b) **DEVELOPER** : shall mean **RAJ CONSTRUCTION**, a Sole Proprietorship Firm, represented by its Proprietor **SRI BISWAJIT BISWAS**, son of Sri Baidyanath Biswas, by faith - Hindu, by occupation - Business, residing at No.2, Debigarh (Manasha Mandir Gali), P.O. Madhyamgram, Police Station - Madhyamgram,

District 24-Parganas (North), Kolkata - 700129 and its legal heirs, representatives, executors, administrators and/or assigns.

c) **PREMISES** : shall mean **ALL THAT** piece and parcel of Danga land measuring an area of 11 (Eleven) Cottahs 14 (Fourteen) Chittacks 05 (Five) square feet equivalent to 19 (Nineteen) decimals and as per physical measurement land measuring an area of 11 cottahs 9 chittacks 29 square feet be the same a little more or less, being Scheme Plot No.123, alongwith Cemented Flooring two-storied building erected thereon namely Udayan [measuring 2629 Sq.ft. pucca building + 63 Sq.ft. Tin shed structure at the Ground Floor and measuring 910 Sq.ft. pucca building + 228 Sq.ft. Tin shed structure on the First Floor], comprising in Sabek Dag Nos.76 and 83, corresponding to R.S. Dag No.238 [13 Decimals], R.S. Dag No.238/573 [03 Decimals] & R.S. Dag No.226 [03 Decimals], corresponding to L.R. Dag No.1647, under Khatian Nos.134 & 193, with Sub-Khatian Nos.136 & 194, corresponding to R.S. Khatian No.441, corresponding to L.R. Khatian No.1641 [recorded in the name of Bimala Pal], lying and situated at Mouza - Chandnagar, J.L. No.44, Re.Su. No.167, P.S. - Madhyamgram [Old Barasat], A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, under Ward No.11 (Old 7), being Holding No.235, Basunagar 3 No. Gate, District - North 24-Parganas.

- d) **PLAN** : shall mean plan of the proposed building to be sanctioned by the Madhyamgram Municipality for construction of a new building at premises situated at Mouza - Chandnagar, J.L. No.44, Re.Su. No.167, Police Station - Madhyamgram [Old Barasat], A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, under Ward No.11 (Old 7), being Holding No.235, Basunagar 3 No. Gate, District - North 24-Parganas comprising in Sabek Dag Nos.76 and 83 corresponding to R.S. Dag Nos.238, 238/573 and 226 under Khatian Nos.134 and 193 with Sub-Khatian Nos.136 and 194 corresponding to R.S. Khatian No.441, corresponding to L.R. Dag No.1647 under L.R. Khatian No.1641.
- c) **ARCHITECT**: shall mean the architect as may be appointed by the Developer from time to time with due approval of the owners in writing and shall include such person or persons, firm and firms, company or companies who shall have acquire qualification and experience for such appointment.
- f) **BUILDING PLAN** : shall mean such plan to be prepared by the Architect for the construction of the new building to be sanctioned by the Madhyamgram Municipality and/or any other competent authority as the case may be.

g) **SALEABLE SPACE** : shall mean the space in the new building available for independent use and occupation by the developer after making due provisions for common facilities and the space required thereof and after providing the Owner's allocation, if any.

h) **NEW BUILDING and/or MULTISTORIED BUILDING** : shall mean the building to be constructed on the said Municipal Premises situated at Mouza - Chandnagar, J.L. No.44, Re.Su. No.167, Police Station - Madhyamgram [Old Barasat], A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, under Ward No.11 (Old 7), being Holding No.235, Basunagar 3 No. Gate, District - North 24-Parganas, by the Developer in accordance with the Plan to be sanctioned by the Madhyamgram Municipality.

i) **OWNER'S ALLOCATION** - shall mean the Developer shall pay Rs.1.40 crore (Rupees One Crore and Forty Lacs) only to the owner, out of which Rs.5,00,000/- (Rupees Five Lacs) only at the time of execution of this presents, thereafter the second part herein will pay a lump sum amount as mutually agreed by both the parties after obtaining the sanctioned plan from the authority concerned and the residue amount to be paid on installments basis and a self contained finished flat measuring 500 square feet at the top floor of the said multistoried building which will be adjusted from the consideration amount of Rs.1.4 Crore after mutually agreed by both the parties.

j) **DEVELOPER'S ALLOCATION** : shall mean constructed area in the building to be constructed on the said land after allocation to

the owner, if any, together with proportionate right over the common areas and/or common facilities and/or common amenities attached thereto such Deed along with the Developer. It is, however, agreed between the parties that the owners shall join as a party to the Agreement for sale with the prospective buyers of the Developer's allocation as no consideration is received by the Owners with regard to the sale of Developer's allocation.

- k) **TRANSFeree:** shall mean a person firm, limited company, Association of person or body of individuals to whom any space in the building has been transferred.
- l) **COMMON AREA AND FACILITIES:** shall mean staircase, right over the service area, roof, corridor, lift shafts and all other common areas in the ground floor, etc. are excluded with the area of the flat.
- m) **SPECIFICATION:** shall mean the specification and/or materials to be used for construction, erection and completion of the said new building and/or Buildings as specified in the Second Schedule hereunder written and /or as may be recommended by the Architect from time to time.

Words importing singular shall include plural and vice versa and the words importing masculine gender shall include feminine



and vice versa and similarly words importing neuter gender shall include masculine and feminine genders.

2. The Developer has represented that he is a prima facie satisfied with regard to the title of the property. The Developer, however, reserves its right to cause all necessary searches at its own costs with regard to the marketability of the title of the aforesaid property. However, the Owners hereby undertake to keep the Developer indemnified against all the third party's claims with regard to the title in respect of the said property and further undertake not to create any encumbrances on the premises or on any part thereof, and that save and except the Owners or their legal heirs no body shall be entitled to deal with or dispose of their share of space in the proposed building after the plan is sanctioned.

3. That the owners do hereby grant the exclusive right of development of the said property being premises situated at Mouza-Chandnagar, J.L. No.44, Re.Su. No.167, Police Station - Madhyamgram [Old Barasat], A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, under Ward No.11 (Old 7), being Holding No.235, Basunagar 3 No. Gate, District - North 24-Parganas comprising in Sabek Dag Nos.76 and 83 corresponding to R.S. Dag Nos.238, 238/573 and 226 under Khatian Nos.134 and 193 with Sub-Khatian Nos.136 and 194 corresponding to R.S. Khatian No.441 corresponding to L.R. Dag No.1647 under L.R.

Khatian No.1641 in favour of the Developer with the intent and object that the Developer shall have the necessary map or plan prepared by a duly authorized Architect for being submitted to the Madhyamgram Municipality or other Authorities concerned for sanction and shall construct, erect and complete the Multistoreid building on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said Authorities Concerned and specifications as approved in the Second Schedule written hereunder.

4. That on obtaining sanctioned building plan for the proposed development work, the Developer will be entitled to demolish the existing building situated the said premises subject to providing alternate accommodation to the Owner @ Rs...../- per month, if require.

5. That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the Owners and the Developer and in regard to Owners' allocation if any, thereof it has been agreed to grant the exclusive right of development of the new building in the said premises including Owners' allocation if any, out of the total sanctioned area in the said Premises (being the Owners' share in the property) to the Developer and that they will

be entitled to deal with Developer's allocation in the proposed building.

6. **DEVELOPER'S OBLIGATION:**

It shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows:-

- a) To prepare and finalise the plan of the aforesaid project for submitting the same to Madhyamgram Municipality within a period of one month from the date of execution of this Agreement.
- b) The Developer shall at his cost and on behalf of the Owners, shall apply and obtain a sanctioned plan of the proposed building to be constructed at the aforesaid property and shall submit such sanctioned plan with due approval of the Owners and the entire cost of such sanctioned including the Architect fees, however, shall be borne by the Developer.
- c) In the sanctioned plan, it has been agreed between the parties that both the Owners and the Developer shall duly demarcate their respective allocations if any in the proposed building as mentioned hereto before by demarcating its respective portions with proper colour in the photo copy of the plan signed by the parties

hereto within 15 days from the date of sanction plan and before commencement of construction of the proposed building.

- d) To commence the construction of the proposed building within 30 days from the date of obtaining the vacant possession or obtaining the sanctioned plan from the Madhyamgram Municipality whichever is later, subject to providing alternate accommodation, if require to the owners as state hereinafter and to complete the construction of the proposed building within 30 months from the date of obtaining sanctioned plan or from the date of obtaining vacant possession whichever is later.

It is, however made clear that in case of any financial liability incurred by the Developer either from any financial institution or from the suppliers, which if detected at the time of completion of the building and delivery of possession of the owner's allocation thereof, the same will be cleared of by the Developer and the Owners shall not be held responsible for the same.

- e) Save and except the Developer's allocation in the aforesaid building the Developer shall not be entitled to create any charge or mortgage or encumber the aforesaid property with