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INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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NOTED that the document is submitted to Registrar. The signature sheets and the endorsement sheets attached with the document are part of this document

District Sub-Registrar-IV
Alipore, South 24 Pgs

26 MAR 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on 26th day of March, Two Thousand Eighteen (2018)

BETWEEN

1) **SMT GAYATRI ROY**, PAN NO. – AUZPR4987Q, daughter of Late Shyamapada Roy, by occupation – Housewife, residing at Noapara, Post Office & Police Station – Sonarpur, Kolkata – 700150, District – 24 Parganas (South), 2) **SRI DEBNATH ROY**, PAN NO. – BVPPR0172R, son of Late Shyamapada Roy, by occupation – Retired Person, residing at Noapara, Post Office & Police Station – Sonarpur, Kolkata – 700150, District – 24 Parganas (South), 3) **SRI TAMAL ROY**, PAN NO. – AEQPR7100C, son of Late Shyamapada Roy, by occupation – Retired Person, residing at Noapara, Post Office & Police Station – Sonarpur, Kolkata – 700150, District – 24 Parganas (South), all by faith – Hindu, all by Nationality – Indian, hereinafter collectively called and referred to as the “**OWNERS**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

M/S. Y.S. INFRACON, PAN NO. – BJHPS6811G, a Proprietorship firm having its registered office at 10/1/1A/3, Topsia Road South, Post Office – Gobinda Khatick Road, Police Station – Topsia, Kolkata – 700046, District – 24 Parganas (South), represented by its sole Proprietor **MD SHAHID**, PAN NO. – BJHPS6811G, son of Md. Salauddin, by faith – Muslim, by Nationality – Indian, by occupation – Business, residing at 65, A.J.C. Bose Road, Post Office & Police Station – Park Street, Kolkata – 700016, District – Kolkata, hereinafter called and referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, and/or assigns) of the **OTHER PART**.

WHEREAS the Owners along with one Smt. Manisha Dutta Chowdhury by way of inheritance became the absolute owners of land measuring more or less 11 (eleven) Cottahs together with structure standing thereon measuring more or less 1000 Sq. ft. lying and situated at Mouza – Nowapara, J.L. No. 40, C.S Khatian No – 54, R.S Khatian No – 42, L.R Khatian No – 944, C.S Dag No – 292, 293, R.S Dag No. – 344, 348, L.R Dag No – 354, 358, R.S. No – 143, Touzi No – 256, Holding No. – 1283, Parganas – Medanmalla, within the limits of the Rajpur Sonarpur Municipality, Municipal Ward No. – 10, Nowapara Main Road, Kolkata – 700150, Police Station – Sonarpur, A.D.S.R Sonarpur, District – 24 Parganas (South), morefully and particularly detailed below in the schedule and the above named 4 persons were holding undivided 1/4th share in the said property.

AND WHEREAS during such possession one of the co – owner Smt. Manisha Dutta Chowdhury executed and registered a Deed of Gift in respect of her undivided 1/4th share of the schedule property in favour of Smt. Gayatri Roy, Sri Debnath Roy and Sri Tamal Roy and delivered possession of the said property in favour of the said 3 persons and the said Deed of gift was registered in the office of the D.S.R – IV, South 24 Paraganas and registered in Book No – I, volume No. 1604 – 2018 pages 38043 to 38066 Being No. 160401454 for the year 2018 and in view of such Deed of Gift the present 3 owners became the absolute owner of the property detailed below in the schedule having undivided 1/3rd share each.

AND WHEREAS the Owners now desire to develop the said property by constructing a G+4 storied building therein according to the sanction plan but the owners have no sufficient fund and also lack of knowledge and as such they entered into an agreement for Development with the Developer/ 2nd Party herein who has enough experience in construction line and the Developer also agreed to develop the said property and entered into this agreement for construction of building as per sanction plan on the basis of the terms and condition mentioned in the development agreement.

NOW THIS AGREEMENT FOR DEVELOPMENT BETWEEN THE OWNERS AND DEVELOPER WITNESSETH AS FOLLOWS :-

DEFINITION

1. **DEFINITION** unless there is anything repugnant to the subject or context the following terms and will have the meaning assigned to them.
 - a) **OWNERS** : shall mean 1) **SMT GAYATRI ROY**, PAN NO. – AUZPR4987Q, daughter of Late Shyamapada Roy, by occupation – Housewife, residing at Noapara, Post Office & Police Station – Sonarpur, Kolkata – 700150, District – 24 Parganas (South), 2) **SRI DEBNATH ROY**, PAN NO. – BVPPR0172R, son of Late Shyamapada Roy, by occupation – Retired Person, residing at Noapara, Post Office & Police Station – Sonarpur, Kolkata – 700150, District – 24 Parganas (South), 3) **SRI TAMAL ROY**, PAN NO. – AEQPR7100C, son of Late Shyamapada Roy, by occupation – Retired Person, residing at Noapara, Post Office & Police Station – Sonarpur, Kolkata – 700150, District – 24 Parganas (South), all by faith – Hindu, all by Nationality – Indian, and their heirs, executors, administrators, legal representatives, successors and/or assigns.

- b) **DEVELOPER** : shall mean M/S. Y.S. INFRACON, PAN NO. – BJHPS6811G, a Proprietorship firm having its registered office at 10/1/1A/3, Topsia Road South, Post Office – Gobinda Khatick Road, Police Station – Topsia, Kolkata – 700046, District – 24 Parganas (South), represented by its sole proprietor MD SHAHID, PAN NO. – BJHPS6811G, son of Md. Salauddin, by faith – Muslim, by Nationality – Indian, by occupation – Business, residing at 65, A.J.C. Bose Road, Post Office & Police Station – Park Street, Kolkata – 700016, District – Kolkata, and its heirs, executors, administrators, legal representatives, successors and/or assigns.
- c) **PREMISES** : shall mean **ALL THAT** piece and parcel of Bastu land measuring more or less 11 (eleven) Cottahs together with structure standing thereon measuring more or less 1000 Sq. ft. lying and situated at Mouza – Nowapara, J.L. No. 40, C.S Khatian No – 54, R.S Khatian No – 42, L.R Khatian No – 944, C.S Dag No – 292, 293, R.S Dag No. – 344, 348, L.R Dag No – 354, 358, R.S. No – 143, Touzi No – 256, Holding No. – 1283, Parganas – Medanmalla, within the limits of the Rajpur Sonarpur Municipality, Municipal Ward No. – 10, Nowapara Main Road, Kolkata – 700150, Police Station – Sonarpur, A.D.S.R Sonarpur, District – 24 Parganas (South), morefully and particularly described in the Schedule “A”.
- d) **OWNERS’S ALLOCATION** : shall mean **ALL THAT** the Owners shall be allotted **40% area of the Parking Space situated on the Ground Floor & Entire 1st Floor** of the new building as per sanction plan of the proposed G+4 storied building, within the limits of the Rajpur Sonarpur Municipality, Municipal Ward No. – 10, Nowapara Main Road, Kolkata – 700150, Police Station – Sonarpur, District – 24 Parganas (South) and all other easement and appurtenances thereto morefully and particularly detailed below in the Schedule “B”.
- e) **DEVELOPER’S ALLOCATION** : shall mean **ALL THAT** the Developer shall be allotted rest portion (save and except Owners Allocation) of the proposed G+4 storied building within the limits of the Rajpur Sonarpur Municipality, Municipal Ward No. – 10, Nowapara Main Road, Kolkata – 700150, Police Station – Sonarpur, District – 24 Parganas (South) and all other easement and appurtenances thereto morefully and particularly detailed below in the Schedule “C”.

- f) **COMMON FACILITIES AND AMENITIES:** shall mean corridors, stair case, stair case landing, stair room, ultimate terrace of the building, underground water reservoir, overhead water tank, water pump and motor, lift, lift room and other facilities which may be mutually agreed upon by and between the parties hereto and required for the establishment, location, enjoyment, provisions maintenance and/or management of the building.
- g) **"TIME"** the building shall be completed within **36 (Thirty Six) months** from the date of obtaining sanction plan and the time for completion of the project may be extended for further 6 (six) months on mutual understanding due to any unavoidable circumstances like riot, flood, legal dispute, earth quake or any other circumstances which is beyond the control of human being.
- h) **"SPECIFICATIONS"** shall mean the specifications to complete the new building as stated in the Schedule "E" hereto.
- i) **TERRACE :** shall mean the ultimate terrace on the said proposed building to be constructed excluding the space provided for installation of overhead tank, stair case etc.

2. **THE OWNERS DECLARES AS FOLLOWS: -**

- i. That all certified copy of documents and/or other relevant papers and documents relating to the said property shall be handed over to the Developer simultaneously with the execution of this Agreement to satisfy about the title of the property and the Owners shall also be liable to produce the original deeds or documents, if necessary, before any competent authority/bank/municipal authority or any other authority which may be required at the time of obtaining sanction plan or for taking any loan from the bank by the proposed flat owners during construction as and when necessary by the Developer or the intending Purchaser.
- ii. That the Owners have not received any notice for acquisition or requisition of the said premises mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.

- iii. That the Owners have not entered into any Agreement with any third party for granting Lease, transfer, convey, development or anyway to encumber the said property and the instant Development Agreement in respect of the property is the only Development Agreement executed between the parties.
- 3.
- i. That simultaneously with the execution of this Memorandum of Undertaking a new Development Agreement will be executed and registered in between the Owners and the Developer mentioning the terms and condition in details including the specific allotment of the owner and the developer. The Owners shall also execute a Development Power of Attorney in favour of the Developer enabling and/or empowering the Developer to conduct all necessary works of development of the said property and to sell out the allotted portion of the developer.
 - ii. That after execution of Development Agreement, the Developer shall have the right and liberty to enter into any Agreement for Sale in respect of Developer's Allocation and to accept earnest money to that effect.

4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT AS FOLLOWS:-**

- a) That the Developer shall at his own costs and expenses construct and complete the new **G+4** storied building at the said premises and shall confirm the specification as mentioned in the Schedule "E" hereunder written as may be recommended by the Architect from time to time appointed for the said purpose and it is hereby understood and agreed that the decision of the Architect regarding the quality of the materials used and to be used shall be final and binding on the parties hereto as per agreed specification.
- b) That all outstanding dues of Municipal Rates Taxes and/or other outgoings in respect of the said premises shall be paid by the Owners herein.
- c) That the Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said building.

- d) That the Owners shall not re-enter into any fresh Agreement for Sale or transfer or Development of the said property till the instant Agreement remain in force except their Allocation in the said proposed building.
- e) That if there is any defect in the title of the property, the Owners at their own cost shall rectify the same and shall make the property free from all encumbrances.

5. **DEVELOPER'S RIGHT AND OBLIGATION:-**

- a. The Developer shall not be entitle to sell or encumber in any manner the Owners' Allocation in the building and/or shall not create any obstruction or disturbances which may create any encumber in respect of any right, title and interest of the Owners over their allocations.
- b. The Developer shall not create and/or restricted to create any mortgage or hypothecation of the said property and shall not create any financial liability on the Owners' allotment or effecting their estate and interest in the said property and the Developer shall keep the Owners indemnified against all actions suits, and proceedings and costs, charges expenses in respect thereof.
- c. That the Owners hereby confirm that the Developer shall have the exclusive right, liberty and authority to enter into any Agreement for Sale with any proposed Purchaser in respect of Developer's Allocation and to accept earnest money from the proposed Purchaser and in that case the proposed Purchaser shall have the right, liberty and authority to obtain bank loan for purchasing the said flat and all the Owners and the Developer shall have no objection to that effect.

6. **CONSIDERATION AND SPACE ALLOCATION :**

- I) That the underground water tank, overhead water tank, four sides boundary wall, common passage of the ground floor, stair case, stair case landing, sewerage system of the building etc. shall be treated as common utility area of the Owners and other flat Owners of the said building.
- II) That both the parties shall have the right and liberty to move before the competent court of law to enforce the agreement in case of non-fulfillment of the terms of the Agreement by any party.

DEVELOPER'S OBLIGATION

- a) That during the period of construction if any dispute arise then the same shall be solved amicably between the parties.

- b) That it has been agreed between the parties that the common electric meter box will be installed in the Ground Floor of the said building.
7. That if any party violate any terms and condition of the Development Agreement then the parties on mutual understanding shall try to solve the problem and in failure to do so, then the aggrieved party shall have the right, liberty and authority to move before the competent court of law for proper relief.
8. That during the period of construction the Owners shall have the liberty to appoint Engineer at their own cost to supervise the construction work.

SCHEDULE "A" PROPERTY
(ENTIRE PROPERTY)

ALL THAT piece and parcel of Bastu land measuring more or less 11 (eleven) Cottahs together with structure standing thereon measuring more or less 1000 Sq. ft. used for residential purpose having cemented floor lying and situated at Mouza – Nowapara, J.L. No. 40, C.S Khatian No – 54, R.S Khatian No – 42, L.R Khatian No – 944, C.S Dag No – 292, 293, R.S Dag No. – 344, 348, ^(12 Decimals) L.R Dag No – 354, 358, R.S. No – 143, Touzi No – 256, Holding No. – 1283, Parganas – Medanmalla, within the limits of the Rajpur Sonarpur Municipality, Municipal Ward No. – 10, Nowapara Main Road, Kolkata – 700150, Police Station – Sonarpur, A.D.S.R Sonarpur, District – 24 Parganas (South), which is butted and bounded as follows :-

ON THE NORTH : By Municipal Road, (16' feet wide Road) -

ON THE SOUTH : By common passage,

ON THE EAST : By house of Ashok Pramanick,

ON THE WEST : By Noapara Main Road. -

L.R 354 - 12 Decimals Parga L.R. 358 6.3 Decimals Parga

SCHEDULE "B" PROPERTY
(OWNERS'S ALLOCATION)

ALL THAT the Owners shall be allotted 40% area of the Parking Space situated on the Ground Floor & Entire 1st Floor of the new building as per sanction plan of the proposed G+4 storied building, within the limits of the Rajpur Sonarpur Municipality, Municipal Ward No – 10, Nowapara Main Road, Kolkata – 700150, Police Station –

Gayatri Roy
Terminal Roy
Siddhant Roy

Sonarpur, District – 24 Parganas (South) and all other easement and appurtenances thereto.

SCHEDULE "C" PROPERTY
(DEVELOPER'S ALLOCATION)

ALL THAT the Developer shall be allotted rest portion (save and except Owners Allocation) of the proposed G+4 storied building within the limits of the Rajpur Sonarpur Municipality, Municipal Ward No. – 10, Nowapara Main Road, Kolkata – 700150, Police Station – Sonarpur, District – 24 Parganas (South), and all other easement and appurtenances thereto.

SCHEDULE "D" PROPERTY
(COMMON AREA)

ALL THAT stair case, stair case landing, four side boundary wall of the building, four side common space and passage, entrance and exit of the building, corridors, underground water reservoir, overhead water tank, water pump and electric motor and other facilities which may be mutually agreed upon by and between the parties hereto and required for the establishment, location, enjoyment, provisions maintenance and/or management of the building.

SCHEDULE "E" PROPERTY

SPECIFICATION OF MATERIALS FOR CONSTRUCTION OF SCHEDULE "A" MENTIONED HEREBY DESCRIBED HEREIN ABOVE.

0 BUILDING

- 1) The building is R.C.C. frame (M 20 grade)
- 2) The foundation of the building is of R.C.C. isolated square feet (M. 25 grade 1:1½:3).
- 3) Slab thickness is 4"5" as per structural drawing.
- 4) 8th, 5th & 3rd brick work walls with 1:6, 1:6 & 1:4 sand cement mortar respectively.

□ PLASTERING

- 1) Outside ¾" thick 1:6 sand cement mortar.
- 2) Inside ½" thick 1:4 sand cement mortar.
- 3) Ceiling and concrete surface ¼" thick 1:4 sand cement mortar.
- 4) Roof treatment.
- 5) Rooms of the flat shall be finished with plaster of paris.

□ FLOORING

- 1) All floors and skirting of living, dining, bedrooms, kitchen, toilet and verandah shall be finished with slab marble flooring along with 4" inch height marble skirting from the floor.
- 2) In all common spaces such as lobby, stair landing, and entrance lobby shall be finished with marble (slab).
- 3) Service area such as pump room, garage space and other mandatory open space shall be finished by paver block.
- 4) Toilet shall be Marble finished.

□ **DOOR & WINDOWS**

- 1) Front main gate of the building shall be made of Iron Gate.
- 2) All doors will have Sal wood frame with 35 mm thick ply with flush door (reputed make).
- 3) All windows will be of standard quality aluminum. Thick plane glass.
- 4) Main door will have Sal wood and be fitted with standard quality mortise of Godrej lock in each flat.

□ **SANITARY & PLUMBING**

1) Bathroom

- a) One commode/pan white (light colour).
- b) White basin 22" of standard brands in inside bathroom & outside dining including.
- c) shower, tap, hot & cold water system and one tap in each bath-room.
- d) All Bib-cock and Taps will be of I.S.I. marks.
- e) One Bib-cock near commode/pan.
- f) Standard quality glazed colour titles shall be fixed up to 7' height from floor level.
- g) Provision for exhaust fan.

2) Kitchen

- a) R.C.C. cooking platform will be black granite finished and all windowsill marble finished one ½" tap over sink and one ½" tap below sink.
- b) One kitchen sink of standard quality (stainless still).
- c) Concealed pipe lines for only cold and hot water will be provided.
- d) Provision for exhaust fan.
- e) Standard quality glazed colour titles shall be fixed up to 3' height from floor level on the cooking platform.

3) Pipe lines

- a) All rain water pipes, soil and waste water pipes shall be of high density P.V.C. pipe (supreme).
 - b) All underground sewer line, gully pit etc. shall be of earthen wire.
 - c) Distribution of water line from overhead reservoir shall be of I.S.I. brands G.I pipe.
- **ELECTRICAL (concealed wiring)**
- 1) **Bed rooms**
 - a) One three pin plug point (5 amp).
 - b) Three light point
 - c) One fan point.
 - d) One power point (15 amp) for A.C. provision in one bed room.
 - 2) **Living/dining/kitchen**
 - a) Two light point, one light point near kitchen counter.
 - b) One three pin plug point for T.V and other purposes.
 - c) One power point (15 amp).
 - d) One exhaust fan point.
 - e) One Telephone point
 - f) Two fan point, one cable point.
 - 3) **Toilet**
 - a) Two light point.
 - b) One power point for Geizer.
 - c) One exhaust fan point.
 - 4) **Verandah**
One light point.
 - 5) **Finishing :**
 - a) All interior surface shall have sand-cement finished with plaster of paris only.
 - b) All exterior surface wall shall have painted with weather coat of approved shade.
 - c) Overhead and underground tank as per sanction plan which should be adequate to full fill all the requisite of Flat Owners.
 - d) Half grill will be fitted in the Hanging Verandah.
 - 6) **Common space**
Light point on entrance lobby, landing, roof and other common service.

NOTE : Extra cost shall have to be paid against any extra work by each flat Owners in respect of their respective flat.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year above written.

SIGNED, SEALED AND DELIVERED

at Kolkata in the presence of: -

WITNESSES: -

- 1) Sanjay Saman
Sealdah Civil Court
No 1-14.
- 2) Saurav Sarkar
Barrasat - Juges.
Court - No 1-124.

Gujatri Roy
Sebaath Roy

Tannal Roy

SIGNATURE OF THE OWNERS

Y. S. INFRACON

Md. Shahid
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by: -

Nilmadhav Ganguly

NILMADHAV GANGULY

Advocate,
WB/410/83
Sealdah Civil Court
Kolkata - 700014.

Composed by:-

Sanjay Saman

(Sanjay Sarkar)

Sealdah Civil Court