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2-12099/17



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

X 543962

DEVELOPMENT AGREEMENT

of the endorsement sheet sheets attached
with this document are the part of this
document.

1. Date: 7th December, 2017

2. Place: Kolkata

3. Parties

3.1 Reality Developers & Co., a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AAQFR8294P], represented by its Partners, namely (1) Shishir Gupta, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AIHPG6508N] and (2) Sk Nasir, son of Late Sk Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN ADSPN1335N].
(Owner, includes successors- in-interest and/or assigns)

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

X

7.12.17
G-11/263020

নম্বর : 4728

সন ও তারিখ : 24/10/18

ফ্রেডার নাম : A. Dey Adv,

ঠিকানা : High Court, Calcutta

মূল্য : 2,00,000/-

ভেদ্যার : 
বারাসাত কোর্ট

জেলা : ...

পরিদ ডাং : 11 OCT 2017

মোট ট্যাক্স : RS600000

টোলারেন্স : ...

ভেদ্যার : শ্রী সন্তোষ বোস



Additional District Sub-Registrar
Rajarat, New Town, North 24 Pgs

07 DEC 2017

And

- 3.2 **Ashiana Construction**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AALFA5709K], represented by its Partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AIHPG6508N] and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN ADSPN1335N].
(Developer, includes successor-in-interest and assigns)

Owner and Developer individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

- 4.1 **Development of Said Property:** Land measuring 3 (three) cottah 5 (five) chittak, out of 22 (twenty two) decimal, comprised in R.S. /L.R. Dag No. 690, recorded in L.R. Khatian No. 3225, Mouza Kalikapur, J.L No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas all morefully and collectively described in the 1st Schedule below (**Said Property**), by construction of a ready-to-use residential-commercial buildings on the Said Property (**Project**).

5. Representations, Warranties and Background

- 5.1 **Owner's Representations:** The Owner has represented and warranted to the Developer as follows:

- 5.1.1 **Ownership of Biswajit Biswas alias Biswajit Kumar Biswas:** By a registered Deed of Conveyance, dated 21st January, 2008, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, CD Volume No. 1, Pages 15149 to 15161, Being No. 00840 for the year 2008 Kantaram Sardar sold conveyed and transferred (1) land measuring 3 (three) cottah 13 (thirteen) chittak, out of 43 (forty three) decimal, comprised in R.S./L.R. Dag No. 689 and (2) land measuring 5 (five) cottah 1 (one) chittak, out of 22 (twenty two) decimal, comprised in

R.S./L.R. Dag No. 690, recorded in L.R. Khatian No. 19 corresponding to L.R. Khatian 128, Mouza Kalikapur, J.L No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas AND Annapurna Sardar sold conveyed and transferred (1) land measuring 22(twenty two) cottah 2(two) chittak, out of 68 (sixty eight) decimal, comprised in R.S./L.R. Dag No. 686, recorded in L.R. Khatian No. 19 Mouza Kalikapur, J.L No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas to Biswajit Biswas alias Biswajit Kumar Biswas.

- 5.1.2 **Exchange of Land:** Thereafter by a registered Deed Of Exchange dated 24th April, 2015, registered in the office of A.D.S.R. Rajarhat, in Book No-I, CD Volume No. 9, Pages 10649 to 10660, Being No. 04960 for the year 2015, Biswajit Biswas has exchanged land measuring 1 (one) cottah 12 (twenty) chittak, comprised in R.S./L.R. Dag No. 690 with Kantaram Sardar and by this exchange he get land measuring 1 (one) cottah 12 (twenty) chittak, comprised in R.S./L.R. Dag No. 689 from Kantaram Sardar.
- 5.1.3 **Mutation:** Biswajit Biswas alias Biswajit Kumar Biswas has mutated his name in respect of his purchased and exchanged property, in the records of Land Reforms Settlement vide L. R. Khatian No. 1446.
- 5.1.4 **Absolute ownership of Biswajit Biswas alias Biswajit Kumar Biswas:** In the above mentioned circumstances, Biswajit Biswas alias Biswajit Kumar Biswas has become the undisputed owner of (1) land measuring 22 (twenty two) cottah 2 (two) chittak out of 68 (sixty eight) decimal, comprised in R.S./L.R. Dag No. 686 **And** (2) land measuring 5 (five) cottah 9 (nine) chittak, out of 43 (forty three) decimal, comprised in R.S./L.R. Dag No. 689 **And** (3) land measuring 3 (three) cottah 5 (five) chittak, out of 22 (twenty two) decimal, comprised in R.S./L.R. Dag No. 690, all are recorded under L R Khatian No. 1446, at Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, District North 24 Parganas, (collectively Biswajit's Property).
- 5.1.5 **Sale to Reality Developers & Co:** By a Deed of Conveyance dated 24th July, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 202853 to 202871, being Deed No. 152307110 for the year 2017, Biswajit Biswas alias Biswajit Kumar Biswas sold to Reality Developers & Co. land measuring 3 (three) cottah 5 (five) chittak, out of 22 (twenty two) decimal, comprised in R.S. /L.R. Dag No. 690, at Mouza Kalikapur, J.L No. 40, Police Station New Town (formerly Rajarhat), District North 24 Parganas.

- 7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.
8. **Sanction and Construction**
- 8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owner but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, revalidation/ modification/alteration of the Building Plans, if required. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the Project (2) the Developer shall obtain all sanctions, permissions, clearances and approvals needed for the Project (including final/modified sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions/ revalidation/modification/alteration, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2 **Architect and Consultants:** The Owner confirm that the Owner has authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.
- 8.3 **Construction of New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner construct, erect and complete the Project on the Said Property comprising of a residential building and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure (defined in Clause 24.1 below), the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the New Building within a period of 36 (thirty six) months from the date of sanction building plan or from the date of handing over khas, vacant, peaceful and physical possession of the entirety of the Said Property by the Owner to the Developer, whichever is later (Completion Time).
- 8.5 **Common Portions:** The Developer shall at its own costs install and erect in the Project common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump and motor, water

connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the Project (collectively Common Portions). For permanent electric connection to the flats and other spaces in the New Building (Flats), the intending purchasers (collectively Transferees) shall pay the deposits demanded by WBSEDCL and other agencies and the Owner shall also pay the same for the Flats in the Owner's Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold or retained Flats in the New Building. The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the integrating/adding (notionally or actually) other contiguous lands to the Said Property and the Owner hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.

- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Building but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.8 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.
9. **Possession and Alternative Accommodation**
- 9.1 **Vacating by Owner:** Simultaneously herewith, the Owner has handed over khas, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.

- 17.3 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 17.4 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct the New Building as per the specifications given the 2nd Schedule below (Specifications).
- 17.6 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.
- 17.7 **Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the New Building at its own cost and responsibility and shall be responsible for construction defects for a period of 1 (one) year from the date of completion, in accordance with the Promoters Act. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.9 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.

- 17.10 **No Assignment:** The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owner.
- 17.11 **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any provision of law, regulation or rule applicable to construction of the New Building.
- 17.12 **No Obstruction in Dealing with Owner's Allocation:** The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.
- 18. Obligations of Owner**
- 18.1 **Co-operation with Developer:** The Owner undertake to fully cooperate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Act in Good Faith:** The Owner undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owner undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 **No Obstruction in Construction:** The Owner covenant not to cause any interference or hindrance in the construction of the New Building.
- 18.6 **No Dealing with Said Property:** The Owner covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.
- 18.7 **No Obstruction in Extension of Project:** The Owner covenant not to cause any interference or hindrance if the Developer purchases and/or enter into any Joint Venture Agreement with the owner/s of any adjacent plot/s to extend the Project. Further the Owner confirm, assure, undertake and guarantee that the Owner shall have no objection of any nature whatsoever and shall also not ask for any additional consideration in the event of such extension.

22. Miscellaneous

- 22.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 22.2 **Essence of Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 22.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement. Mr. Imran Karim, Advocate, High Court, Calcutta, who has drawn this Agreement, shall draw all further documents in respect to this Project.
- 22.4 **Valid Receipt:** The Owner shall pass valid receipts for all amounts paid under this Agreement.
- 22.5 **No Partnership:** The Owner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner in terms of this Agreement.

any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (collectively Circumstances Of Force Majeure).

- 24.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

25. Entire Agreement

- 25.1 **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

26. Counterparts

- 26.1 **All Originals:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Developer and another by the Owner.

27. Severance

- 27.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

- 32.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 32.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 32.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 32.5 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 32.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 32.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- 32.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule
(Said Property)
[Subject Matter of Development Agreement]

Land measuring 3 (three) cottah 5 (five) chittak, out of 22 (twenty two) decimal, comprised in R.S. /L.R. Dag No. 690, recorded in L.R. Khatian No. 3225, Mouza Kalikapur, J.L. No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas and butted and bounded as follows:

On the North	: By RS/LR Dag No. 690 (P)
On the East	: By 20 feet Pacca Panchayat Road
On the South	: By RS/LR Dag No. 689
On the West	: By RS/LR Dag No. 686

32. Execution and Delivery

32.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

REALITY DEVELOPERS & CO

Sh. N. G.
S. K. S. K.
Partners

(Reality Developers & Co)
[Owner]

ASHIANA CONSTRUCTION

Sh. N. G.
S. K. S. K.
Partner

(Ashiana Construction)
[Developer]

Witnesses:

Signature *Subrata Debnath*

Name SUBRATA DEBNATH

Father's Name *Samir Debnath*

Address *T-6R, Teghoria*

Main Road, KOL-700157

Signature *Minti Paul*

Name Minti Paul

Father's Name *S. C. Paul*

Address *Teghoria Main Rd*

Kolkata - 700157

Ayusman Dey.

Ayusman Dey

Advocate

High Court Calcutta

Enrolment No. F/946/763/2012

Major Information of the Deed

Deed No :	I-1523-12099/2017	Date of Registration	07/12/2017
Query No / Year	1523-1000363020/2017	Office where deed is registered	
Query Date	03/11/2017 3:44:39 PM	A D S R RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	AYUSMAN DEBNATH T - 68, TEGHORIA MAIN ROAD, Thana : Baguiati, District: North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No : 8336953966, Status: Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs 24,59,531/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 5,020/- (Article 48(g))	Rs 21/- (Article E, E)		
Remarks			

Land Details :

District: North 24-Parganas, P S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-690	LR-3225	Bastu	Bagan	3 Katha 5 Chatak		24,59,531/-	Width of Approach Road: 28 Ft. Adjacent to Metal Road,
Grand Total :					5.4656Dec	0/-	24,59,531 /-	

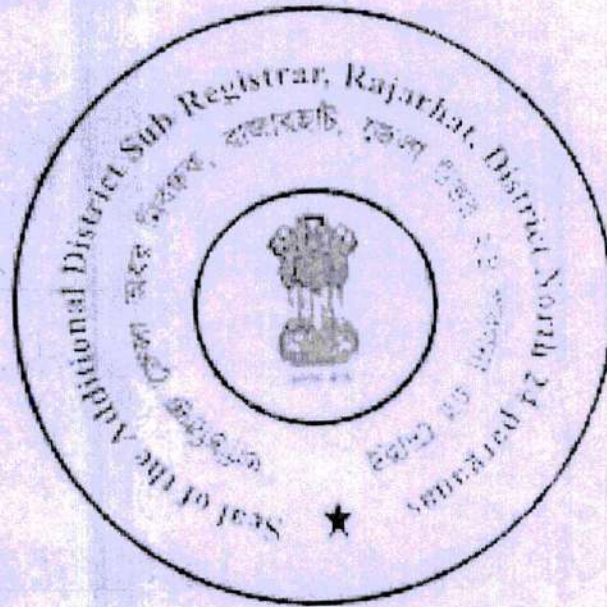
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	REALITY DEVELOPERS & CO T - 68, TEGHORIA MAIN ROAD, P.O - HATIARA, P.S - Baguiati, Kolkata, District: North 24-Parganas, West Bengal, India, PIN - 700157, PAN No.: AAQFR8294P, Status: Organization, Executed by: Representative. Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	ASHIANA CONSTRUCTION T - 68, TEGHORIA MAIN ROAD, P.O - HATIARA, P.S - Baguiati, Kolkata, District: North 24 Parganas, West Bengal, India, PIN - 700157, PAN No.: AALFA5709K, Status: Organization, Executed by: Representative

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1523-2017, Page from 361168 to 361202
being No 152312099 for the year 2017.



Digitally signed by DEBASISH DHAR
Date: 2017.12.14 14:15:00 +05:30
Reason: Digital Signing of Deed.

Dhar

(Debasish Dhar) 12/14/2017 2:14:53 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)