

S. 12708

D-12095117



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 543976

7.12.17
C-1/362828

Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs
07 DEC 2017

DEVELOPMENT AGREEMENT

1. Date: 7th December, 2017

2. Place: Kolkata

3. Parties

3.1 R. B. Development Company, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157, [PAN AAQFR6763B] represented by its Partners, namely (1) Sk Nasir, son of Late Sk. Rashid, of Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157 and (2) Rupsa Bibi, wife of Sk. Nasir, of Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157.

(Owner, includes successor-in-interest and assigns)

নম্বর : 4792

সম ও তারিখ : 21/10/17

ক্রেতার নাম : A. Dey Adv.

ঠিকানা : High Court Calcutta

মূল্য : 1000/-

স্বাক্ষর :
দায়িত্ব কোর্ট

জেলা :

তারিখ : 11 OCT 2017

মোট ব্যালান্স : RS600000

স্বাক্ষর : <...>

স্বাক্ষর : শ্রী সত্যজিৎ বোস



Additional District Sub-Registrar
Rajarhat, 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 and (2) Sk Nasir, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.
(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 5 (five) *cottah*, out of total 22 (twenty two) decimal, comprised in R.S./L.R. *Dag* No. 690, recorded in L.R. *Khatian* No. 3203, *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 (Said Property) 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).

- 4.2 **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owner and the Developer in the Project to be constructed on the Said Property.

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 Kantaram Sardar:** By a Deed of Conveyance dated 6th February, 1998, registered in the Office of the Additional District Sub-Registrar Bidhannagar (Salt Lake City), in Book No. I, Volume No. 80, at Pages 45 to 50, being Deed No. 3008 for the year 1998, Arun Ghosh (son of Late Bhagirath Ghosh) sold conveyed and transferred land measuring 22 (twenty two) decimal, comprised in R.S./L.R. *Dag* No. 690, 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, togetherwith other plot of land, to Kantaram Sardar, for the consideration mentioned therein.

- 5.1.2 **Mutation:** Kantaram Sardar, mutated his name, in the records of Land Revenue Settlement vide L. R. *Khatian* No. 128, and pay all Taxes regularly.

- 5.1.3 **Ownership of Asit Ghosh:** By a Deed of Conveyance dated 16th May, 2007, registered in the Office of the District Sub-Registrar North 24 Parganas, Barasat, in Book No. I, CD Volume No. 13, at Pages 1171 to 1185, being Deed No. 06826 for the year 2007, Kantaram Sardar sold conveyed and transferred land measuring 16.5 (sixteen point five) decimal, equivalent to 10 (ten) *cottah*, out of 22 (twenty two) decimal, comprised in R.S./L.R. *Dag* No. 690, recorded in L.R. *Khatian* No. 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 to Asit Ghosh, for the consideration mentioned therein.
- 5.1.4 **Mutation:** Asit Ghosh mutated his name in the records of Land Revenue Settlement in respect of his purchased Property, vide L.R. *Khatian* No. 1283 and pay the *khazna* regularly. (Asit's Property).
- 5.1.5 **Sale to R. B. Development Company:** By a Deed of Conveyance dated 19th June, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 162215 to 162232, being Deed No. 152305727 for the year 2017, Asit Ghosh sold to R. B. Development Company land measuring 5 (five) *cottah*, 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.
- 5.1.6 **Mutation:** N. R. Constructions Company has mutated their name in respect of his purchased property, in the records of Land Reforms Settlement vide L. R. *Khatian* No. 3204.
- 5.1.7 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Vendor has become the undisputed owner of the Asit's Property. The Said Property is the part of Asit's Property and Subject Matter of Conveyance.
- 5.1.8 **Owner has Marketable Title:** The right, title and interest of the Owner in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- 5.1.9 **Owners to Ensure Continuing Marketability:** The Owner shall ensure that title of the Owner to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.10 **Owners have Authority:** The Owner has full right, power and authority to enter into this Agreement.
- 5.1.11 **No Prejudicial Act:** The Owner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developers under this Agreement.
- 5.1.12 **No Acquisition/Requisition:** The Owner declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have neither received nor is aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.

includes the Owner and the Developer, to the extent of unsold or retained Flats in the Project.

- 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 **Modification:** The Developer shall be entitled to amend or modify the Building Plans, as when required, within the permissible limits and norms of the Planning Authorities.
- 8.9 **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**
- 9.1 **Vacating by Owner:** Simultaneously herewith, the Owner has handed over *khas*, vacant and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.
10. **Powers and Authorities**
- 10.1 **Power of Attorney:** The Owner shall grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them to (1) mortgage the proportionate portion of the undivided land share in the Said Property for the purpose of obtaining housing loan for intending buyer without causing liability to the owner, (2) sanction/revalidate /modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential-commercial building/s (4) construction of the Project and (5) booking and sale of the Developer's Allocation (defined in Clause 12.1 below).
- 10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that the Owner shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.
- 10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that the Owner shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.

- 15.4 **Maintenance:** The Developer shall frame a scheme for the management and administration of the Project. The Owner hereby agrees to abide by all the rules and regulations to be so framed by the Developer for the management and administration of the Project.
- 15.5 **Maintenance Charge:** The Transferees and the Owner shall manage and maintain the Common Portions and services of the Project [if necessary, by forming a body (Association)] and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the new buildings in the Project, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the Project.
16. **Common Restrictions**
- 16.1 **Applicable to Both:** The Owner's Allocation and the Developer's Allocation in the Project shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the Project.
17. **Obligations of Developer**
- 17.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time.
- 17.2 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Flats ready-for-use and with Occupancy Certificate from competent Authorities.
- 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 Project with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct the Project 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

24. Force Majeure

24.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or 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. Counterpart

26.1 **Original:** This Agreement is being executed and the original of this Agreement shall be retained by the Developer only and the certified copy of this shall be retained 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.

28. Amendment/Modification

28.1 Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

29. Notice

29.1 Mode of Service: Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Owner.

30. Arbitration

30.1 Disputes: Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996, consist of such person as be decided/nominated by both Parties Advocate/s. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

31. Jurisdiction

31.1 High Court and District Court: In connection with the aforesaid arbitration proceeding, only the High Court at Calcutta and the District Judge, North 24 Parganas shall have jurisdiction to entertain and try all actions and proceedings.

1st Schedule
(Said Property)

Land measuring 5 (five) *cottah*, out of total 22 (twenty two) decimal, comprised in R.S./L.R. *Dag* No. 690, recorded in L.R. *Khatian* No. 3203, *Mouza* Kalikapur, J.L. No. 40, Police Station Newtōwā (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas more or less and delineated on Plan attached hereto and butted and bounded as follows :

Butted and bounded

On the North : By RS/LR Dag No. 693
On the East : By *Kachha* 12-0 wide Panchayat Road.
On the South : By RS/LR Dag No. 690
(by purchased N.R. Constructions Company)
On the West : By RS/LR Dag No. 686

Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

2nd Schedule
(Specifications)

Brick Work	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 st class bricks. Partition Walls: 5 inch thick with cement mortar in proportion (1:4) by using 1 st class bricks, providing wire mesh as required for 3 inch wall.
Plaster	Wall Plaster - outside surface 12-18 mm thick (1:6 cement mortar), inside surface 12 mm thick (1:6 cement mortar) Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
Floor Of Rooms And Toilets	As per specification of the Developer, vitrified tiles flooring in all the rooms, kitchen, verandah etc. will be provided and marble or anti-skid tiles flooring in all toilets.
Toilet Walls	Upto 6'-6" finished with light coloured ceramic tiles.
Doors	Door frames will be made of good quality wood. Hot pressed flush door will be provided. Hatch bolt/Aldrop/Mortise lock in the door for each room and night latch for the main door of the flat will be provided.
Windows	Fully Aluminium windows with glass fittings and standard handle.
Sanitary Fittings In Toilets	The following will be provided: a) Tap arrangements. b) White/light coloured wash basin made of porcelain (common toilet). c) White/light coloured European type water closet made of porcelain. d) Water pipe line. e) Hot and cold water line (common toilet).

31. Execution and Delivery

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

R. B. DEVELOPMENT COMPANY

SK No. *En*

RLPS-BIBI

Partner

(R. B. Development Company)
[Owner]

ASHIANA CONSTRUCTION

SK No. En
Partner

(Ashiana Construction)
[Developer]

Witnesses:

Signature *Subrata Debnath*

Signature *Minku Paul*

Name SUBRATA DEBNATH

Name Minku Paul

Father's Name *Sauris Debnath*

Father's Name S. C. Paul

Address T-68, Teghoria Main Road, Kolkata - 700157

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-1523-12095/2017	Date of Registration	07/12/2017
Query No / Year	1523-1000362828/2017	Office where deed is registered	
Query Date	03/11/2017 2:39:31 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	AYUSMAN DEY 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. 37,12,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (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		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-690	LR-3203	Bastu	Bagan	5 Katha		37,12,500/-	Width of Approach Road: 20 Ft, Adjacent to Metal Road.
Grand Total :					8.25Dec	0 /-	37,12,500 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	R B DEVELOPMENT COMPANY HATIARA PASCHIMPARA, P.O - HATIARA, P.S:- New Town, Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700157, PAN No : AAQFR6763B, Status : Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl 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 1523-2018, Page from 119 to 150

being No 152312095 for the year 2017.



Digitally signed by DEBASISH DHAR
Date: 2018.01.02 12:21:25 +05:30
Reason: Digital Signing of Deed.

Dhar

(Debasish Dhar) 01/02/2018 12:21:09 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)