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I-01546/2018

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

D 648907

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

14.3.18
S-0-401578/18

North 24 Parganas District Sub-Registrar
Sodepur, North 24-Parganas

14 MAR 2018

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this the 14th day of March, 2018 (Two Thousand and Eighteen) as per CHRISTIAN ERA.

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Alokacharya (for...)

M/s. RELIABLE CONSTRUCTION

Sahya...

Partner

(2)

BETWEEN

(1) SRI SUBHAS DAS, Son of Late Ganesh Chandra Das, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: P-61, 4 no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110, **PAN no. ADEPD0612N**,

(2) SRI SHANKAR DAS, Son of Late Ganesh Chandra Das, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: P-61, 4 no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110, **PAN no. BTYPD0602D**,


(3) MISS. SUPORNA DAS, Daughter of Late Ganesh Chandra Das, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: P-61, 4 no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110, **PAN no. BEXPD1512E**,

(4) SMT. SIKHA DAS, Wife of Sri Apurba Das, Daughter of Late Ganesh Chandra Das, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 399A, Shahid Nagar, P.O. Sodepur, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700110, **PAN no. AMAPD4222H**, hereinafter Collectively called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **ONE PART.**

AND

"M/S. RELIABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114 having **PAN: AALFR2292N** hereby represented by its Partners:

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Alokendu Bandyopadhyay
Advocate

(3)

- (1) **SRI SATYABRATA SINHA**, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114,
- (2) **SRI UTTAM GOSWAMI**, S/o Late Gouranga Goswami, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700113,
- (3) **SRI SUJAY DAS**, S/o. Late Shib Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,
- (4) **SRI SHAMBHU NATH DAS**, S/o. Late Narayan Chandra Das, by Nationality-Indian, By Religion-Hindu, by Occupation-Business, residing at: Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, hereinafter called and referred to as **PROMOTER/DEVELOPER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their respective heirs, executors, administrators, representatives, assigns and nominee or nominees) of the **OTHER PART.**

WHEREAS the land owners hereof for all times heretofore have been by virtue of inheritance from their deceased father namely Ganesh Chandra Das (Son of Late Bilash Das) and mother namely Sudha Rani Das (wife of Late Ganesh Chandra Das) are the absolute and lawful owner of a piece and parcel of land admeasuring an area about 3 Cottahs 4 Chittacks lying and situated at Mouza-Sodepur, J.L.No. 8, E.P. No. 61, S.P. No. 149, comprised in C.S. & R.S. Dag Nos. 290(P), P.S. Khardah, the then S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality bearing Holding No. 111, under Ward No. 13, being morefully described in the Schedule

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Alokendu Bandyopadhyay


Advocate

(4)
appearing hereinafter alongwith all the estate, right, easement,
interest, appendages, hereditament etc. is the subject property
and which is the prime object of this Development Agreement.

AND WHEREAS the predecessor-in-title i.e. the beloved
father of the present Owner no. 1 to 4 hereof namely Sri
Ganesh Chandra Das (Son of Late Bilash Das), who was the
absolute and lawful owner of a piece and parcel of land
admeasuring an area about 3 Cottahs 4 Chittacks lying and
situated at Mouza- Sodepur, J.L.No. 8, E.P. No. 61, S.P. No.
149, comprised in C.S. & R.S. Dag Nos. 290(P), P.S. Khardah,
S.R.O. Barrackpore, within the local limits of Panihati
Municipality bearing Holding No. 111, under Ward No. 13, by
virtue of a free hold Deed of Gift Being No. 1235, dt.
05.02.1988 from R.R. and R Dept. Govt of West Bengal and
the said Deed was copied in Book No. I. Vol No. 17, noted
within the pages from 137 to 140, being no. 1235, for the
year 1988.

AND WHEREAS the said Sri Ganesh Chandra Das while had
been enjoying the actual physical possession on the said landed
property he got his name mutated with the assessment register
of Panihati Municipality bearing Holding No. 111 (4no.
Deshbandhu Nagar) under Ward No. 13, and enjoying the same
by paying relevant taxes to the authority concerned regularly.

AND WHEREAS the said Sri Ganesh Chandra Das while
has been enjoying the actual physical possession on the
said plot of land and building he died intestate on 05.12.2009
leaving behind him his wife namely SMT. SUDHA RANI DAS
and two sons namely SRI SUBHAS DAS & SRI SHANKAR
DAS, and two daughters namely MISS SUPORNA DAS &
SMT. SIKHA DAS, as his surviving legal heirs and successors.


Alokendu Bandyopadhyay
Advocate

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(5)

Subsequently the wife of late Ganesh Chandra Das namely SUDHA RANI DAS died on 18.02.2018

Thus the Sons & Daughters of deceased GANESH CHANDRA DAS and deceased SUDHA RANI DAS as above named inherited the said 3 Cottahs 4 Chittaks of land and residential building standing thereon as undivided 1/4th share in each part as Class-I legal heirs, as per the Law of Hindu Succession Act. 1956 in respect of the aforesaid landed property.

AND WHEREAS by virtue of inheritance from their deceased father & mother the present owners hereof have been jointly possessing the said 3 Cottahs 4 Chittaks of land togetherwith a residential building standing thereon peacefully, quietly and without any interruption of others and have been jointly possessing and enjoying the said landed property by exercising all their right of ownership over the said landed property and they are thus legally entitled to the said property and as joint owners thereof paying the relevant rent taxes regularly.

AND WHEREAS with a view to develop or cause to be developed by constructing a multistoried building over the plot of land of Owners hereof measuring more or less 3 Cottahs 4 Chittaks of land togetherwith a residential building standing thereon morefully and particularly described in the schedule hereinbelow, hereinafter called and referred to as the "SAID PROPERTY" the Developer herein approached the owners and expressed its intention to develop the undermentioned schedule of property according to the building plan to be approved and sanctioned by the Panihati Municipality.

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2. DEVELOPER:

"M/S. RELIABLE CONSTRUCTION" a Partnership firm having its office at 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114 hereby represented by its Partners:

(1) **SRI SATYABRATA SINHA**, S/o. Late Shyam Mohan Sinha, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114,

(2) **SRI UTTAM GOSWAMI**, S/o Late Gouranga Goswami, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata - 700113,

(3) **SRI SUJAY DAS**, S/o. Late Shib Chandra Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,

(4) **SRI SHAMBHU NATH DAS**, S/o. Late Narayan Chandra Das, by Nationality - Indian, By Religion - Hindu, by Occupation - Business, residing at - Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

3. LAND: The land described in the schedule hereunder written.

4. BUILDING: Means Multistoried (G+4) building with lift facility to be constructed on the schedule property in accordance with the plan to be sanctioned by the Panihati Municipality in the name of the owner at the cost of the Developer.

5. ARCHITECT: Shall mean person or firm appointed or nominated by the Developer/Promoter for construction of the proposed building.

(8)

6. BUILDING PLAN: Plan to be sanctioned by the Panihati Municipality.

7. TRANSFER: Arising as grammatical variant or shall include a transfer by possession and by any other means adopted for affecting what is understood as a transfer or space/flat in multistoried building to the intending purchaser and/or purchasers thereof although the same amounts as transfer in hand.

8. TRANSFEREE: Shall mean a person to whom any space/flat in the building will be transferred by a Deed of Conveyance for a valuable consideration by the owners or the respective space/flat of the said building and/or otherwise.

9. TIME : Shall mean the construction to be completed within **30 (Thirty)** months from the date of sanctioned plan or hand over the possession which ever is later.

10. COMMENCEMENT : This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

ARTICLE-II

COMMENCEMENT AND FIELD OF THIS AGREEMENT

(A) This Agreement shall come into effect automatically and immediately on Execution of these presents by and between the Parties hereto.

(B) Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of Registered of Deed or Deeds of conveyance or Transfer by the Land owners in favour of the Developer or its nominee/nominees in terms of the Agreement in respect of flat portion in the proposed building togetherwith undivided right, title and interest in the land of the said premises.

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ARTICLE-III

LAND OWNER'S REPRESENTATION

- (a) The Land owners is absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
- (b) None other than a Land owners has any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
- (c) That the said property is free from all encumbrances, charges, liens, lispens, attachments, acquisition, requisition whatsoever or howsoever.
- (d) That the Developer i.e. the Other Part hereto being satisfied with the right, title and interest and possession of the Party of the One Part as mentioned in the Schedule hereunder, has agreed to do the proposed development of the said holding in terms and conditions as contained herein above.
- (e) That the said property is not subject to any suit or legal proceeding in any court of law.

ARTICLE-IV

LAND OWNER'S RIGHT AND OBLIGATIONS AND REPRESENTATIONS

- (i) The Land owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, lispens, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.
- (ii) The Land owners has absolute right and authority to develop the said plot of land.

ARTICLE-V

DEVELOPER'S RIGHT AND RESPONSIBILITIES:

The scope of work envisaged to be done by the Developer hereunder shall include:

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(i) Construction of the new Building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential use. The Developer's responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.

(ii) The Developer will have every right to demolish the existing building on the land stated in the Schedule hereunder and whatsoever the materials of the said building subject to be demolished shall be disposed of by the Developer and the sale proceeds thereon shall absolutely be credited to the Developer's account and no claim thereon on the part of the Land Owners shall be entertained in any case.

Be it mentioned here that the land owners shall shift to a nearby place wherein they will stay at the cost of the Developer during the construction work and upon hand over the owners allocation flat the Owners shall shift back to their allocated portion in ready and finished condition.

(iii) All outgoings including other rates, taxes duties and other impositions by the Panihati Municipality or other any competent, authority in respect of the said property upto the date of this agreement shall be paid by the Land owners.

(iv) All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.

(v) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats of the proposed building/buildings which completely includes as Developer's areas/ portions in the proposed building at the said premises and/ or of all or any portion/portions thereof, which will include common area and facilities togetherwith the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owner or any person claiming under them shall not interfere, question

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(II)
hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfilment of all obligation of the Developer towards to Land owners. The Developer will complete the construction of the building with the standard materials as would be available in the market.

(vi) That the Developer Firm herein is entitled to amalgamate the owner's landed property with the adjacent/ other land of the Developer Firm and after amalgamation the developer shall apply for sanction of building construction plan before the concerned authority of Panihati Municipality. For such amalgamation the owners are bound to sign the Deed of Amalgamation as required time to time.

(vii) The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land owners and to submit the same to the concerned authority in the name of the owner at its own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owners from the concerning authority/s.

(viii) The Developer hereby undertakes to indemnify and keep indemnified the Land owners from and against any and all actions, charges, claims any third party arising out of due to the negligence of non-compliance of any law, byelaw, rules and regulations of the Panihati Municipality and other Govt, or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.

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Alokendu Bandyopadhyay
Advocate

(12)

(ix) The Developer will complete the construction within **30 (Thirty)** months from the date of sanctioning the Plan by the Municipal authority or handover the peaceful vacant possession whichever is later. However, in any case if the Developer fails to complete the said construction work within a period of within **30 (Thirty)** months from the date of sanctioning of the plan by the Panihati Municipality or hand over the possession which ever is later, barring unforeseen circumstances, the Developers will be held liable to appropriately be compensated, the Land Owners by payment of money towards damages.

(x) The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the owners indemnified.

(xi) The Developer shall obtain all necessary "No-Objection" Certificate and procure "Completion Certificate" from all statutory authorities such as Municipality and others.

(xii) The grade of concrete to be used will conform to ISI-M20.

ARTICLE-VI

CONSIDERATION

In consideration of the owners having granted the Developer and exclusive consent to develop the said property the owners are jointly entitled to get 4nos. of self contained residential flat measuring more or less **800 Sq.ft.** super built up area (covered area + proportionate share of stair and lobby + 20% Super Builtup Area) out of which 2 nos. of self contained residential **Flats** will be allotted on **1st Floor, North-East Facing & East Facing** and 2 nos. of self contained residential **Flats** will be allotted on **2nd floor, North-East Facing & East Facing** of the proposed multi storeyed building so to be constructed by the Developer firm and the Owners are also jointly entitled to get a sum of **Rs. 14,00,000.00 (Rupees Fourteen Lakhs)** only as

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Alokendu Bandyopadhyay
Advocate

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(13)

non-adjustable/non-refundable amount in their part in consideration of the Owner's allocation out of which at the time of execution and registration of this agreement the Developer shall **Pay Rs. 7,25,000.00 (Rupees Seven Lakhs Twenty Five Thousand)** only to the owners hereof and the rest amount by three separate installments to the Owners before handover the owner's allocation flats.

The Owners after receiving such amounts shall issue the proper money receipt in favour of the Developer.

Be it mentioned hereto that after receiving the possession of owner's allocation flat as mentioned herein above and the entire consideration amount as Owner's allocation the Owners herein shall have no future claim or demand in respect of their allocation from the Developer.

After delivery of Owners' allocation the remaining portion of the said proposed Multi Storied Building (G+4) will be the sole property of the Developer.

The Land Owners shall pay all the taxes & outgoings & shall be liable to pay all the outstanding dues and arrears till the date of signing of this agreement or handing over the vacant physical possession which ever is earlier & shall not call upon the Developer for the same.

ARTICLE-VII

PROCEDURE

1. The Land owners shall execute a General Power of Attorney as may be required for the purpose of obtaining sanction of the Plan all necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money for the Developer's allocated area only. During


Alokendu Bandopadhyay

Advocate

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continuation of this agreement the owners shall not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillment of the Developer's obligation as per the instant agreement. The Developer in no circumstances is entitled to mortgage the schedule mentioned property with any bank or financial institution.


2. The Land owners shall help to obtain mutation of the property in the name of the developer and/or its nominee or nominees and/or favour of the future flat owners after the completion of the construction and after transfer or sale of all the flats to the said future owners hereof.

3. The Land owners shall handover physical possession of the land with the existing structure to the developer and/or his representatives after execution of this Development Agreement to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

4. The Developer shall provide copies of all Plans, Layouts, Designs, elevations and such others to the owners free of cost.

5. The owner shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the owners allocated flats as may be determined by the association or society to be formed after taking physical possession of their respective flats from the developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation

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Alokendu Bandyopadhyay
Advocate

(15)
or apportionment of the flats, in question among all consumers or purchasers.

ARTICLE - VIII

CONSTRUCTION

The Land owners or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

ARTICLE-IX

POSSESSION

Immediately on execution of these presents the owners shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the owners or any person or persons claiming under them. The delivery of possession must be in writing and should be signed both the owners and the Developer.

ARTICLE-X

BUILDING

(a) The Developer will at its own cost and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within **30 months** from the date of sanctioning of plan by the Municipal authority or handover the peacefull vacant possession whichever is later.

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Alokendu Bandyopadhyay
Advocate

(b) The Developer will install and erect in the said Building at their own costs, pumps, water storage over head reservoirs, electrification, permanent electric connection from the WBSEDCL/CESC and until permanent electric connections is obtained, save and except the Security Deposit and service charges for installation on new connection by WBSEDCL/CESC in the said Building.

(c) The Developer shall at its own costs and expenses and without creating any financial or other liability on the owners construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developers during the period of construction subject to the sanction of the appropriate authorities after obtaining approval of the land owners.


(d) All costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land owners shall have no liability whatsoever in this context.

ARTICLE-XI

RATES AND TAXES

(i) The Developer hereby undertakes and agrees to pay the municipal tax, water and all other taxes as being paid by the Land owners under this agreement till the Development of the property from the date of taking over the possession.

(ii) On completion of the Building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.


Alokendu Bandyopadhyay
Advocate

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