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

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Additional District Sub-Registrar,
Ganga 24 Parganas

DEVELOPING AGREEMENT

BETWEEN LAND OWNER AND DEVELOPER / PROMOTER

10 JUN 2015

THIS MEMORANDUM OF AGREEMENT made this the 10th day of Jun , 2015,

BETWEEN

Manash Mondal

1. SRI MANAS MONDAL, 2. SRI MOLAY MONDAL, Both Sons of Lalit Mohan Mondal Gayen alias Gayen, 3. SMT. MALINA NASKAR, Wife of Sri Lalit Naskar, 4. SMT. SANTANA SANFUI, Wife of Sri Basudeb Sanfui, All by caste-Hindu, All by occupation- No.1 Business, No.2 Service, and 3 & 4 Housewife, All are residing at Kadarat, P.O-R.K.Pally, P.S-Sonarapur, Dist. South 24 Parganas, Kolkata-700150- hereinafter called and referred to as the "LAND OWNERS"(Which expression and terms shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs,executors,administrators,representatives and assigns) of the ONE PART.

নং 198 তার 01/06/15

মূল্য 5000/-

পরিদান Sri Ajay Mandal.

স্বামী Narendrapur Station Road, Sonarpur.

তাপস হালদার জ্যাকস ভেঞ্চার
সেমনাপুর, এ্যা.ডি. সাথ রেজিস্ট্রার অফিস

Sonarpur. Kol-150

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Additional District Sub-Registrar,
Garha South 24 Parganas

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SK. Sahajahan Ali.
S/o - Late SK. Sanowar Ali.
Rupnagar.
P.O + P.S - Sonarpur
Kol-150
Advocate.

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AND

“MAA SHIBANI CONSTRUCTIONS” a Sole proprietorship business having its registeed Office at Narendrapur Station Road, Biswaspara, P.O-R.K.Pally, P.S-Sonarpur, Dist. South 24 Parganas (S), Kolkata-700150- -being represented by its Proprietor SRI AJOY MONDAL, Son of Late Rabin Mondal, by caste-Hindu, by occupation-Business, residing at Narendrapur Station Road, Biswaspara, P.O-R.K.Pally, P.S-Sonarpur, Dist. South 24 Parganas (S), Kolkata-700150 hereinafter called and referred to as the “DEVELOPER / PROMOTER”(Which expression and terms shall unless otherwise repugnant to the context be deemed to mean and include his respective heirs,executors,administrators,representatives and assigns) of the SECOND PART.

WHEREAS said landowners are the absolute owner of Danga land measuring 5 katta 4 chattacks 0 sq.feet more or less regarding R.S. Dag No. 2540,L.R. Dag No.2555, under R.S.Khatian No.212, L.R.Khatian No.7039 ,6792, 7793 of Moza-Kamrabad, J.L.No.41, within P.S-Sonarpur, Under Rajpur Sonarpur Municipality, Ward No.7, Dist. South 24 Parganas by virtue of Solemana and Registered Gift Deed . Therefore said land owners are absolutely seized and possessed of a piece of land measuring 5 katta 4 chattacks 0 sq.feet more or less which is more particularly described in Schedule 'A' hereunder written.

The Developer/ Promoter has approached the Land Owners to allow them to develop the said land measuring The Developer/ Promoter has approached the Land Owners to allow them to develop the said land measuring 5 kattas^{+ chattacks} for construction of Multi storied (G+3 storied or G+4)building for commercial, residential and or any other purpose and which is more particularly described in Schedule 'A' hereunder written. The Land Owners have agreed to authorise the Promoter to develop the said land described in the Schedule 'A' hereunder written , and constructing new G+3 Multistoried storied building thereon comprising flats and shops ownership basis as per plan to be sanctioned from the Rajpur Sonarpur Municipality (RSM) for construction of Multi storied (G+3 storied or G+4)building for commercial, residential and or any other purpose and which is more particularly described in Schedule 'A' hereunder written.

Read



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The Developer / Promoter has agreed to raise such construction on the land as per plan to be sanctioned by the Authority of Rajpur Sonarpur Municipality on the following terms and conditions agreed to and between the parties hereto as follows:

1. The Promoter / Developer shall develop the said land described in Schedule 'A' hereunder written (hereinafter referred to as "the said property") as may be permitted by all concerned authorities and the Land Owners hereby agree to entrust and hand over vacant possession to the promoter the ward and right of development of the said property described in the Schedule 'A' hereunder written on the terms hereinafter contained .

2. The promoter / Developer hereby agrees to develop and / or cause to be developed the said property on the terms mentioned herein and as permitted by the concerned authorities by constructing (G+3 storied or G+4) multistoried building thereon comprising flats and shops on ownership basis. The Promoters agree that they will obtain whatever permissions are required to develop the said property at their own costs and on their own responsibility but in the name of Land Owners .

3. In consideration of the Land Owners having agreed to entrust to the promoter the Development of the said property described in the Schedule 'A' hereunder written and to confer upon the promoters the rights, powers, privileges and benefits as mentioned herein, Land owner shall be also entitled 36% of F.A.R in the proposed New Building including the right to use of common areas on an equitable basis and said Promoter shall be also 64 % of F.A.R in the proposed New Building including the right to use of common areas on an equitable basis . If G+3 shall permitted ,then land owners shall entitled (Flat No.C situated in First Floor and Flat No.E situated in 2nd Floor and Flat No.H situated in 3rd Floor and 36% garage in the Ground Floor) . And whereas If G+4 shall permitted ,then land owners shall entitled (Flat No.C situated in First Floor and Flat No.E situated in 2nd Floor and Flat No.H situated in 3rd Floor and Falt No.L in the Fourth Floor and 36% garage in the Ground Floor).



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4. This agreement will not be treated as a partnership between the Land Owner and the Promoter/Developer or an agreement for sale of the said plot by the Land Owner to the Promoter. The Land Owner and Promoter/Developer have entered in to this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or constituted as a Partnership Between Promoter and the Land Owner as a joint Venture between them, not shall the Promoter and the Land Owner in any manner constitute as association of persons.
5. The Promoter/ Developer is not satisfied that the Land Owner is the full and absolute owner of the said property and that the property is not free from all encumbrance ,then the said promoter shall leave the said land and the said land owners shall bound to pay the estimated cost of promoter for defect in title of the property.
6. The Promoter/ Developer shall start any work of development (Such as Boundary wall, land Develop and measurement) on the said property before the building plan is sanctioned by the RSM and . Immediately after the plan is prepared, the parties hereto shall allocate and demarcate between themselves their respective portions in the new building to be so constructed.
7. The development of the said property by construction of multistoried (G+3 storied or G+ 4) storied building thereon shall be done at the entire costs, expenses and on the entire account of the Promoter/Developer. All buildings to be constructed on the said property and all dwelling units and commercial units thereon will be in accordance with the scheme of the State Government under the said Urban Land(Ceiling & Regulation) Act, 1976 and other relevant Acts and also in accordance with the Development Rules and Regulations for the time being in force. The promoter shall be at liberty to make necessary application for the purpose to the authorities concerned at his own cost and expenses in the name of Land Owner and the Land Owner shall join in such application but the responsibility of obtaining such permissions will be on the Promoter/ Developer and at his own cost.
8. The Land Owner gives licence and permission to the promoter to enter upon the said property described in the schedule hereunder written or any part thereof as aforesaid with full right and authority to commence, carry on an complete development thereof in accordance with the permission herein mentioned.



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