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Registrar U/S. 7(2)
North 24-Parganas
Barasat
(D.S.R.-4)

13 SEP 2017

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT MADE THIS THE 13th day of September, Two thousand seventeen A.D.

Contd.....P-2.

P. P. Meis

M/S. NIRMAL DEVELOPERS
Rajesh Prasad
Suyog Saha
Partner

383 1000. D. 8-9-2017

ক্রেতার নাম: M/S Minimal Developers -
 মালিক: Gouder,
 ঠিকানা: 24 Parganas
 বারাসত পুর এ.ডি. নাম: [Signature]
 টি.ডি. নম্বর:
 উদ্দেশ্য প্রকল্প: 2740000
 মোট পরিমাণ: 10000
 প্রেরণী মালিক বারাসত পুর
 উদ্দেশ্য প্রকল্প — [Signature]

M/S MINIMAL DEVELOPERS

Partner



Registrar U/S. 7(2)
 North 24-Parganas
 Barasat
 (D.S.R.-1)

13 SEP 2017

BETWEEN

MR. RAJESH PRASAD (PAN – AFPPP9788Q), son of Mr. Hiralal Prasad, residing at 3/1/2, Garulia Main Road, P.O. Garulia, P.S. Noapara, District - North 24 Parganas, Pin - 743133 hereinafter referred to as the **OWNERS** (which term, if not repugnant to the context hereof, shall mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

M/S. NIRMAL DEVELOPERS (PAN– AAMFN6498D), a Partnership Firm, having its registered office at 3/1/2, Garulia Main Road, P.O. Garulia, P.S. Noapara, District - North 24 Parganas, Pin - 743133, being represented by its partners, (1) *Mr. Rajesh Prasad* (PAN – AFPPP9788Q), son of Mr. Hiralal Prasad, residing at 3/1/2, Garulia Main Road, P.O. Garulia, P.S. Noapara, District- North 24 Parganas, Pin - 743133 and (2) *Mr. Sujoy Sarkar* (PAN – BSGPS7840K), son of Sushanta Sarkar, residing at 1No. Bijoynagar, (Baro Pukur Par), P.O. – Naihati, P.S. – Naihati, District - North 24 Parganas, Pin - 743165, hereinafter referred to as the **DEVELOPERS** (which term if not repugnant to the context hereof, shall mean and include its successors in office and assigns) on the **SECOND PART.**

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M/S. NIRMAL DEVELOPERS

Rajesh Prasad
Sujoy Sarkar
Partner

WITNESSETH

WHEREAS

One Hiralal Prasad @ Tatawa and one Sitaram Tatawa, both sons of Late Chandrika Tatawa, were the absolute owners of **ALL THAT** piece and parcel of land, measuring about 0.5831 Satak, situated at Mouza - Noapara, J.L. No. 02, Touzi Nos. 2460, 2462, under R.S Khatian No. 314 at R.S Dag No. 320, P.S. Noapara, District - North 24 Parganas, within the limits of Garulia Municipality, Ward No. 13, being Municipal Holding No. 3/1, P.S. Noapara, District - North 24 Parganas, within the limits of Garulia Municipality, Ward No. 13, being Municipal Holding No. 3/1, Garulia Main Road, Pin- 743166.

AND

WHEREAS

On 30.06.1988, by virtue of a Deed of Partition, made by and between the said Hiralal Prasad @ Tatawa and the said Sitaram Tatawa, which was duly registered in the office of Additional Sub-Registrar, Barrackpore, North 24 Parganas and recorded therein vide Book No. 1, Pages from 261 to 270, being No. 4310 for the year 1988, the said Hiralal Prasad @ Tatawa became the absolute owner of **All THAT** piece and parcel of land, measuring about 0.2915 Satak, situated at Mouza - Noapara, J.L. No. 02, Touzi No. 2460, 2462, under R.S Khatian No. 314 at R.S Dag No. 320, P.S. Noapara, District - North 24 Parganas.

M/S. NIRMAL DEVELOPERS

Rangesh Prasad
Sujay Saran
Partner

Contd.....P-4.

S. Prasad
S. Prasad

AND
WHEREAS

The said Hiralal Prasad @ Tatawa gifted **ALL THAT** piece and parcel of land, measuring about 05 (five) Cottahs 08 (eight) Chittacks, be the same or a little more or less, out of his land, measuring about 0.5831 Satak, situated at Mouza - Noapara, J.L. No. 02, Touzi No. 2460, 2462, under R.S Khatian No. 314 at R.S. Dag No. 320, P.S. Noapara, District - North 24 Parganas, to his elder son, the said Rajesh Prasad, the **OWNER** herein, which was duly registered in the office of Additional Sub-Registrar, Barrackpore, North 24 Parganas and recorded therein vide Book No. 1, Volume No. 94, Pages from 381 to 390, being No. 3982 for the year 1993.

AND
WHEREAS

The said Rajesh Prasad has become the absolute owner of **ALL THAT** piece and parcel of land, measuring about 05 (five) Cottahs 08 (eight) Chittacks, be the same or a little more or less, situated at Mouza - Noapara, J.L. No. 02, Touzi No. 2460, 2462, under R.S Khatian No. 314 at R.S Dag No. 320, P.S. Noapara, District - North 24 Parganas, which is more fully and particularly described in the **First Schedule** written hereunder and hereinafter referred to as the said

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M/S. NIRMAL DEVELOPERS
Rajesh Prasad
Sujoy Kumar
Partner

Contd.....P-5.

NOW BY THESE PRESENTS the Owner and the Developer do hereby enter into this agreement under the following :-

ARTICLE - 1 DEFINATION

- 1.1. ARCHITECT shall mean any person or firm appointed or nominated by the developer as Architect for the supervision of the construction of the said multi-storied brick built building.
- 1.2. LAWYER shall mean duly engaged by the Developer and the other parties.
- 1.3. BUILDING shall mean the proposed (G+4) storied building to be constructed on the said premises of the land owner according to the drawing plans and specifications approved and duly signed by the land owners and to be sanctioned by the Garulia Municipality and constructed in conformity with the details of construction/ specification given in the Fourth Schedule hereunder written.
- 1.4 BUILDING PLAN shall mean a G+ 4 storied building plan sanctioned from Garulia Municipality in the name of the Owner vide sanctioned plan/permit No. 321 dated 29.12.2015 and in terms of any such revised plan and or substituted plan as may be obtained from Garulia Municipality by the Developer in the names of the Owner.



M/S. NIRMAL DEVELOPERS
Rangesh Prasad
Sujay Santhar
Partner

Contd.....P-7.

- 1.5 LAND OWNER shall mean and include Mr. RAJESH PRASAD, son of Mr. Hiralal Prasad, residing at 3/1/2, Garulia Main Road, P.O. Garulia, P.S. Noapara, District - North 24 Parganas, Pin - 743133 and his legal heirs executors, successors, administrators and legal representatives.
- 1.6 DEVELOPER shall mean and include M/S. NIRMAL DEVELOPERS, a partnership firm, having its registered office at 3/1/2, Garulia Main Road, P.O. Garulia, P.S. Noapara, District - North 24 Parganas, Pin - 743133, being represented by its Partners, (1) Mr. Rajesh Prasad, son of Mr. Hiralal Prasad, residing at 3/1/2, Garulia Main Road, P.O. Garulia, P.S. Noapara, District - North 24 Parganas, Pin- 743133 and (2) Mr. Sujoy Sarkar, son of Sushanta Sarkar, residing at 1 No. Bijoy Nagar, (Baro Pukur Par), P.O. - Naihati, P.S. - Naihati, District - North 24 Parganas, Pin - 743165, for the time being and their respective heirs, executors, administrators and successors.
- 1.7 PREMISES shall mean and include ALL THAT piece and parcel of land, measuring about 05 (five) Cottahs 08 (eight) Chittacks, be the same or a little more or less, situated at Mouza - Noapara, J.L. No. 02, Touzi No. 2460, 2462, under R.S Khatian No. 314 at R.S Dag No. 320 corresponding to L.R. Khatian No. 4636 under L.R. Dag No. 976 in P.S. Noapara, District - North 24 Parganas, within the jurisdiction of Graulia Municipality having Holding No. 3/1/1, Garulia Main Road at new Ward No. 06, which is more fully described in the **First Schedule** herein under written.

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Rajesh Prasad

M/S. NIRMAL DEVELOPERS

Rajesh Prasad
Partner

- 1.8 SUPER BUILTUP AREA shall mean and include the space in the building available for independent use and occupation including the space demarcated for common facilities and service, according to the sanction Building Plan sanctioned by Garulia Municipality.
- 1.9 COVERED AREA shall mean and include this space available inside the Flat for independent use and occupation, including the wall thickness.
- 1.10 COMMON FACILITICS shall mean and include corridors, stairways, roof and other space and facilities, whatsoever required for establishment enjoyment, maintenance and management of the building as shall be determined by the Architect of the building.
- 1.11 NAME OF THE PROJECT shall be *SNEHALATA APARTMENT.*
- 1.12 LAND OWNER'S ALLOCATION shall mean the constructed portion of the proposed (G+4) multi-storied building which the Developer shall be liable to hand over in the following :-

The developer agrees to handover the constructed portion to the extent of 30% calculated at the rate of area available on the ground floor being the Owners' allocation to be construed in terms of the specification detailed in the Schedule-D herein below.

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M/S. NIRMAL DEVELOPERS
Rajesh Prasad
Sujay Samra
Partner

- 1.13. DEVELOPER ALLOCATION shall mean and include the remaining portion [save and except the owner's allocation] and top of the Roof right of the proposed multi-storied building together with undivided proportionate share of land comprised in the premises after providing owner's allocation as aforesaid which is more fully described in the Third Schedule written hereunder.

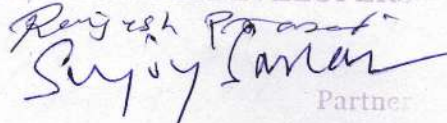
ARTICLE - II PLAN

- 2.1 This agreement shall be deemed to have commenced on and with effect from the date of this agreement.
- 2.2 Immediately after the execution of this agreement the owner having agreed to entrust to the developer for development of the land and construction of the said multi-storied building at the said premises and in connection therewith, authorizing the developer to exercise the rights, powers, privileges and benefits of the owner and the owner executing a Power of Attorney in its favour.
- 2.3 The Owners shall permit the Developer, its agent and engineer to take measurement of the property for the purpose of preparing the revised building plan, if necessary, by the Registered Engineer and the said plan shall be prepared by the Developer at his own cost.

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M/S. NIRMAL DEVELOPERS


Partner

ARTICLE - III-DEVELOPER RIGHTS

- 3.1 The Developer shall have authority to deal with the Developer's allocated portion in the proposed building in terms of the agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their subject to observance of all terms and conditions contained herein provided that No. change shall be created on the said property.
- 3.2 The land owners hereby grant subject to what have been hereunder provided exclusive right to the Developer to build the proposed new building upon the said premises in accordance with the plan already sanctioned by the Garulia Municipality in the name of the land owner.
- 3.3 That the Developer shall commence construction work at its own cost in a most skilful manner in terms of the sanctioned building plan.
- 3.4 That Booking from intending purchasers for Developer's allocation will be taken by the Developer and the agreement with the intending purchasers will be signed by the landowner and the Developer in such places, where its required.
- 3.5 That the selling rate of the Developer's allocation will be fixed by the Developer without any permission or consultation with the owner. The profit & loss earned



M/S. NIRMAL DEVELOPERS
Ranjesh Prasad
Sujay Sankar
Partner

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from the project will be entirely received or borne by the Developer and No. amount will be adjusted from the owners' allocation on account of loss or vice versa on account of profit from Developer allocation.

- 3.6 Developer is empowered to collect consideration money from the sale of developers Allocation from the intending purchasers and issue money receipt in its own name, more overtake advance of consideration money from the intending purchasers for Developer's allocation only.
- 3.7 That the possession letter in respect of flats and other constructed area within the Developer's allocation will be signed by the Developer and the landowner and in every event the Owner to attend the registration office to put his signatures on each and every date when the Developer shall execute the deed of conveyance or conveyances in favour of his intending purchasers.
- 3.8 All construction cost will be borne by the Developer and no liability on account of construction cost will be charged from owner's allocation.

ARTICLE - IV CONSIDERATION

- 4.1. The Developer has agreed to build the said proposed building at its own cost and expenses and owners shall not be required to contribute any sums towards the construction of the said building or otherwise.

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M/S. NIRMAL DEVELOPERS
Ranjesh Kumar

- 4.2. In consideration of the owner having agreed to grant exclusive right for developing the said premises in addition to the owners' allocation as herein provided, as mentioned above.

ARTICLE - V DEALING OF SPACE IN THE BUILDING

- 5.1. The Developer shall on completion of the building put the land owner in undisputed possession of the owners' allocation TOGETHER WITH all rights of the common facilities and amenities.
- 5.2. The owners shall be entitled to transfer or otherwise deal with owners' allocation in the building. The Developer shall not put in any interference by any means with or disturb the quiet and peaceful possession of the Owners' allocation and of registering the property in their or their representatives' named and obtain mutation of the same in her name from Garulia Municipality.
- 5.3. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to transfer the same subject to the provision hereof and the owners shall No.t put in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.

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M/S. NIRMAL DEVELOPERS
Rajesh Prasad
Srijoy Kumar
Partner

ARTICLE - VI TIME

- 6.1. That the Developer shall handover the possession of the flats in favour of the Owner of the First Part within 36 (thirty six months) from the date revalidation of sanction of building plan if required otherwise from the date of this agreement.

ARTICLE - VII NEW BUILDING

- 7.1 The Developer shall at its own costs construct, and complete the new (G+4) building at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by the Architect and approved by the Developer and the Owners from time to time.
- 7.2 The Developer shall install, erect the building at it's own cost expenses pump, water storage tank, over head reservoir, electrification, permanent electric connection from the C.E.S.C. Ltd. and until permanent electric connection is obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and permanent connection for water supply in the land premises from Garulia Municipality.
- 7.3 All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the owner's shall bear No. responsibility in this context.

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Ranjesh
Paras
Saran