

10

16/12/2016



भारतीय गैर न्यायिक INDIA NON JUDICIAL



रु. 5000
पाँच हजार रुपये

Rs. 5000
FIVE THOUSAND RUPEES

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

C 282917

1597556/16

... 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
Sodepur, North 24-Parganas

14 DEC 2016

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this the 14th day of December, 2016 (Two Thousand and Sixteen) as per CHRISTIAN ERA.

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M/s. Reliable Construction

M/s. RELIABLE CONSTRUCTION
Satya bhar Smt
Partner

(2)

BETWEEN

1. SRI SANTANU GUHA, Son of Late Haripada Guha, by Nationality- Indian, by religion - Hindu, by occupation - Business, residing at T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN No.: AGKPG1969N.**

2. SRI SUBRATA GUHA, Son of Late Haripada Guha, by Nationality - Indian, by religion - Hindu, by occupation - Service, residing at T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN No.: AGIPG8796M.**

3. SMT. PUSPITA GUHA, Wife of Sri Santanu Guha, by Nationality - Indian, by religion - Hindu, by occupation - Business, residing at T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN No.: ANCPG2948L,**

4. SMT. SUJATA GUHA, Wife of Sri Subrata Guha, by Nationality-Indian, by religion-Hindu, by occupation-Housewife, residing at: T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN No.: AQBPG5310J**, hereinafter collectively called and referred to as the "**LAND OWNERS**" (which expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, successors, office-in-interest and/or assigns etc.) of the **FRIST 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:

A
Alokendu Bandyopadhyay

M/s. RELIABLE CONSTRUCTION
Co. Ltd.

Satyam Kumar Sinha

Partner

(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 the **PROMOTER/ DEVELOPER/ CONFIRMING PARTY** (Which terms or expression shall unless excluded by or repugnant to the subject of contest be deemed to mean and include its executors, administrators, legal representatives, successors, successors in office, successors in interest and assignees) of the **SECOND PART**.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. Subject Matter of Development:

1.1. Development Project & Appurtenances:

1.2. Project Property : **ALL THAT** piece and parcel of land measuring an area of **18 cottahs**, be the same a little more or less, lying and situated at **Mouza : Sukchar**, J.L. No. 9, Re. Su. no. 14, Touzi No. 156, comprised and contained in **R.S. Dag No. 3428**, under **R.S. Khatian No. 205**, P.S.

Mokendu Bandyopadhyay
Mokendu

M/s. RELIABLE CONSTRUCTION

Satyabrata Sinha

Contd. 4

Partner

(4)

Khardah, the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, Dist. North 24 Parganas within the local limits of Panihati Municipality, under Ward No. 14, standing in the name of the Owners no. 1 to 4.

2. Background, Representations, Warranties and Covenants:

2.1. Representations and Warranties Regarding Title: The Land Owners have made the following representation and given the following warranty to the Developer regarding title.

2.2. Absolute Ownership of Land Owners:

WHEREAS originally one Sri Gopal Bera @ Gopal Chandra Bera (Son of Bihari Lal Bera) was the absolute and lawful owner of an area of landed property more or less 60 decimal within Mouza - Sukchar, J.L. No. 9, Re. Su. no. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 3428, under R.S.Khatian No. 205, P.S.-Khardah, A.D.S.R.O. Barrackpore, within the local limits of Panihati Municipality and Recorded his name in the R.S. Record of Right and enjoying the same peacefully, quietly and without any interruption of others.

AND WHEREAS the said Gopal Bera @ Gopal Chandra Bera (Son of Bihari Lal Bera) while had been enjoying the actual physical possession of the said landed property, he executed a lease Deed for 51 years in respect of some portion of his landed property in favour of M/S. Wirebelt Pvt. Ltd. by virtue of a lease Deed being executed and Registered on 16.08.1962 at the Office of Sub-Registrar Barrackpore and the same was recorded in Book no. I, Volume no. 49, pages from 257 to 263, being Deed no. 4600, for the year 1962 and thereafter he also executed another lease Deed for 47 years 1 month in respect of rest

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Satyendra Kumar Sinha Contd...5

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portion of his landed property in favour of M/S. Wirebelt Pvt. Ltd. by virtue of another lease Deed being executed and Registered on 15.07.1966 at the Office of Sub-Registrar Barrackpore and the same was recorded in Book no. I, Volume no. 57, pages from 187 to 192, being Deed no. 3821, for the year 1966.

AND WHEREAS The said Gopal Bera @ Gopal Chandra Bera died intestate leaving behind him his 3 sons namely Sri Anil Chandra Bera, Sri Sushil Bera, Sri Ajit Kumar Bera and 5 daughters namely Smt. Bhabani Bera (Daughter of Gopal Chandra Bera), Smt. Shoily Sarkar (Wife of Sri Sukumar Sarkar, Daughter of Gopal Chandra Bera), Smt. Radha Rani Halder (Wife of Sri Shibu Halder, Daughter of Gopal Chandra Bera), Smt. Kalyani Das (Wife of Sri Mohitosh Das, Daughter of Gopal Chandra Bera), Smt. Kamala Panja (Wife of Late Panchu Gopal Panja, Daughter of Gopal Chandra Bera), as his surviving legal heirs and successors and thereafter the said M/S. Wirebelt Pvt. Ltd. represented by its Directors Sri Haripada Guha & others on 23.05.1995 voluntarily executed a Redumption of lease and/or surrender of lease of the aforesaid landed property in favour of the lawful legal heirs of Gopal Chandra Bera as aforesaid.

AND WHEREAS in the manner aforesaid the said Sri Anil Chandra Bera & 7 others as above named became the lawful owners of 60 Decimal of land in Dag no. 3428 within mouza-Sukchar, and they enjoying the same as ezmal.

AND WHEREAS The said Sri Anil Chandra Bera, Sri Sushil Bera, Sri Ajit Kumar Bera, Smt. Bhabani Bera, Smt. Shoily Sarkar, Smt. Radha Rani Halder, Smt. Kalyani Das, Smt.

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Satya bhar Sinha

Partner

(6)

Kamala Panja, while have been enjoying the actual physical possession of the said 60 decimal of land in Dag no. 3428, within Mouza- Sukchar and they conjointly sold out a plot of land measuring an area 9 cottahs out of 60 decimal of land being sub plot no. 1 in favour of the owner no. 1 hereof by executing a bengali Deed of Sale being no. 3375, which was executed and Registered on 24.05.1995 at the office of A.D.S.R.O. Barrackpore, North 24 Parganas and the same was recorded in Book no. I, Volume no. 93, pages from 271 to 284, being no. 3375 for the year 1995 and the Owner No. 1 hereof by virtue of the said Bengali Deed of Sale has been possessing the said 9 Cottahs of land togetherwith residential building standing thereon. Thus the Owner no 1 herein has become the absolute and sole owner of the said 9 Cottahs of land be the same little more or less togetherwith a residential building standing thereon as sixteen annas owner and mutated his name before the Panihati Municipality bearing Holding No. 10 under Ward No. 14 and has been possessing the same peacefully, quietly and without any interruption of others and paying the relevant rents and taxes regularly.

AND WHEREAS the said Sri Anil Chandra Bera, Sri Sushil Bera, Sri Ajit Kumar Bera, Smt. Bhabani Bera, Smt. Shoily Sarkar, Smt. Radha Rani Halder, Smt. Kalyani Das, Smt. Kamala Panja, while have been enjoying the actual physical possession of the rest area of the said landed property, they further sold out another plot of land measuring an area 9 cottahs being sub plot no. 2 in favour of the owner no. 2 hereof by executing a bengali Deed of Sale being no. 5501, which was executed and Registered on 26.05.1995 at the office of A.D.S.R.O. Barrackpore, North 24 Parganas and the same was recorded in Book no. I, Volume no. 151,

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Satyendra Kumar Sinha

Partner

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pages from 309 to 322, being no. 5501 for the year 1995 and the Owner No. 2 hereof by virtue of the said Bengali Deed of Sale has been possessing the said 9 Cottahs of land togetherwith residential building standing thereon. Thus the Owner no 2 herein has become the absolute and sole owner of the said 9 Cottahs of land be the same little more or less togetherwith a residential building standing thereon as sixteen annas owner and mutated his name before the Panihati Municipality bearing Holding No. 13/1(Old) 13(New), under Ward No. 14 and has been possessing the same peacefully, quietly and without any interruption of others and paying the relevant rents and taxes regularly.

AND WHEREAS the owner no. 1 namely Sri Santanu Guha while has been enjoying his purchased landed property i.e. 9 cottahs of land being Sub-Plot no. 1, within mouza-Sukchar, comprised in Dag no. 3428, he make a Gift in respect of 2 cottahs of land being Sub-Plot no. 1/A, out of his 9 cottahs of land in favour of his wife namely Smt. Puspita Guha (the owner no. 3 hereof) by executing a bengali Deed of Gift, being no. 3077, which was executed and Registered on 12.06.2007 at the office of A.D.S.R.O. Barrackpore, North 24 Parganas and the same was recorded in Book no. 1, Volume no. 82, pages from 85 to 90, being no. 3077 for the year 2007 and the Owner No. 3 hereof by virtue of the said Bengali Deed of Gift has been possessing the said 2 Cottahs of land. Thus the Owner no. 3 herein has become the absolute and sole owner of the said 2 Cottahs of land be the same little more or less as sixteen annas owner and has been possessing the same peacefully, quietly and without any interruption of others by paying the relevant rents and taxes regularly.

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Satiya bhar Smt

Owner

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(8)

AND WHEREAS the owner no. 2 namely Sri Subrata Guha while has been enjoying his purchased landed property i.e. 9 cottahs of land being Sub-Plot no. 2, within mouza-Sukchar, comprised in Dag no. 3428, he make a Gift in respect of 2 Cottahs 15 Chittaks 30 Sq.ft. of land being Sub-Plot no. 2/A, out of his 9 cottahs of land in favour of his wife namely Smt. Sujata Guha (the owner no. 4 hereof) by executing a Deed of Gift, being no. ~~152406379~~ in Book No. I, which was executed and Registered on ~~14.12.2016~~ at the office of A.D.S.R.O. Sodepur, North 24 Parganas for the year 2016 and the Owner No. 4 hereof by virtue of the said Deed of Gift has been possessing the said 2 Cottahs 15 Chittaks 30 Sq.ft. of land. Thus the Owner no. 4 herein has become the absolute and sole owner of the said 2 Cottahs 15 Chittaks 30 Sq.ft. of land be the same little more or less as sixteen annas owner and has been possessing the same peacefully, quietly and without any interruption of others by paying the relevant rents and taxes regularly.

AND WHEREAS having acquired the aforesaid plots of land through the aforesaid four separate Deeds the Owners No. 1, 2, 3 & 4 hereof for their better enjoyment as well as for the purpose of construction of Multi Storeyed building upon the said landed property they amalgamated their four separate plots into a Single plot as **(7 Cottahs + 6 Cottahs 15 Sq.ft. + 2 Cottahs + 2 Cottahs 15 Chittaks 30 Sq.ft.) totalling 18 Cottahs** of land togetherwith a residential structure standing thereon situates and lying at Mouza- Sukchar, J.L. No. 9, Re. Su. no. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 3428, under R.S. Khatian No. 205, P.S. - Khardah, the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur,

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Alokendu Bandyopadhyay

Advocate

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M/s. RELIABLE CONSTRUCTION

Satyabrata Sen
Partner

(9)

District - North 24 Parganas, within the local limits of the Panihati Municipality, under Ward No. 14 and paid taxes to the authority concerned regularly.

AND WHEREAS with a view to construct a Multi Storied Building the land owners No. 1 to 4 herein amalgamated the separate four Holdings into a Single Holding from the Local Panihati Municipality.

AND WHEREAS thus the Land Owners herein have become the joint and lawful owners of 18 cottahs of land at Mouza-Sukchar, which is free from all sorts of encumbrances.

3. Desire of Development of the land & Acceptance:

The said Land Owners herein express their desire to develop the aforesaid land measuring 18 cottahs more or less by constructing multistoried building thereon in accordance with the building sanction plan and/or to be sanctioned by the concerned Panihati Municipal Authority, and the present Developer have accepted the said proposal and the present Land Owners has decided to enter into the present Joint Venture Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written,

And whereas the developer has fully satisfied with the right, title, interest and possession over the said land and has physically examined the documents with respect to the title of land owners.

4. Power of Attorney: For the smooth running of the said project, the Land Owners herein agreed to execute a registered Development Power of Attorney, by which the Land Owners herein will appoint and nominate "**M/S. RELIABLE CONSTRUCTION**" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932),

M/s. RELIABLE CONSTRUCTION

Satya banta Sinha

Partner

(10)

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 :

(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, as their Constituted Attorney, to act on behalf of the Land Owners and also for entering into an agreement for sale in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owners and also for to appear before any Registrar of Assurances, District Registrar, Sub-Registrar, Additional District Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper.