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I-4436/2019

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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AA 292168

Certified that the document is submitted to registration. The Signature Sheet and endorsement Sheets Attached to the document are the part of the document.

NM/AGREE/28395

Additional District Sub-Registrar
Koushik, Dum Dum, 24-Pis, Noida

DEVELOPMENT AGREEMENT

30 MAY 2019

THIS DEVELOPMENT AGREEMENT made on this 30th day of May, Two Thousand and Nineteen BETWEEN (1) MR. UJJAL son of Late Chiranjib Roy, having Income Tax Permanent Account No. (PAN) "AFHPR9850D", by faith – Humanist, by occupation – Service, residing at 38/13, M.C. Garden Road, Post Office - Ghugudanga, Police Station – Dum Dum, Kolkata – 700 030, (2) MRS. SOMA ROY wife of Late Rahul Roy, having Income Tax Permanent Account No. (PAN) "ACHPR9279D", by faith – Hindu, by occupation – Service, (3) MRS. ROHINI ROY daughter of Late Rahul Roy, having Income Tax Permanent Account No. (PAN) "AYLPR4527Q", by faith

2327 11-4-19 1000/

ARUN KUMAR BHALLA
Advocate
Calcutta High Court

নং _____ ডাঃ _____ মূল _____
ফ্রেতার নাম _____
স্ট্যাম্প ভেডার স্বাক্ষর _____
বিধান নগর (সল্টলেক সিটি) এ. ডি. এস. জোর. ৩
মোট স্ট্যাম্প ক্রয় তাং _____
চলান নং _____ মোট কত টাকা খরিদ _____
টিকসী কারাকপার ভেডার-মিত্রা দত্ত

27 MAR 2019
868000



Additional District Sub-Registrar
Calcutta North 24 Parganas
30 MAY 2019

Zipak Guha
810 Late Sushir Guha
63/21 Dum Dum Road
Kolkata - 700074
Service

- Hindu, by occupation - Student, both residing at 8/3, Radha Kumud Mukherjee Sarani, Post Office - Bullygunge, Police Station - Gariahat, Kolkata - 700 019, (4) **MRS. ANIKA SEN** wife of Mr. Biplab Kumar Sen, having Income Tax Permanent Account No. (PAN) "**AXUPS5108A**", by faith - Hindu, by occupation - Service, both residing at 5A, Rajani Gupta Row, Post Office and Police Station - Amherst Street, Kolkata - 700 009, all are Indian Citizen, hereinafter called the **OWNERS**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrator, representatives and assigns) of the **ONE PART**.

AND

U.R. DEVELOPERS, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AAEFU6623K**", having its Office at 38/13, M.C. Garden Road, Post Office - Ghugudanga, Police Station - Dum Dum, Kolkata - 700 030, represented by **ANY ONE** of its Partners (1) **MR. ROHAN DHAR** son of Mr. Kunal Dhar, having Income Tax Permanent Account No. (PAN) "**BEMPD2834J**", residing at 1358, Purba Sinthee Road, Post Office - Ghugudanga, Police Station - Dum Dum, Kolkata - 700 030, Indian Citizen, (2) **MR. UJJAL** son of Late Chiranjib Roy, having Income Tax Permanent Account No. (PAN) "**AFHPR9850D**", by faith - Humanist, by occupation - Service, residing at 38/13, M.C. Garden Road, Post Office - Ghugudanga, Police Station - Dum Dum, Kolkata - 700 030, Indian Citizen, hereinafter called the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors and assigns) of the **OTHER PART**.

WHEREAS by a Deed of Conveyance dated 22.08.1956, registered at Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 104, Page 242 to 245, Being No. 7341,

for the year 1956, Nitai Chandra Pal sold, transferred and conveyed to Dilip Kumar Roy, Sanjib Kumar Roy and Rajib Kumar Roy ALL THAT piece or parcel land measuring an area 03 Cottah 05 Chittaks 02 sq.ft. more or less comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, in the District of 24-Parganas.

AND WHEREAS by a Deed of Conveyance dated 29.06.1968, registered at Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 81, Page 143 to 145, Being No. 5632, for the year 1968, Sanjib Kumar Roy sold, transferred and conveyed to Dilip Kumar Roy, ALL THAT undivided $1/3^{\text{rd}}$ share in the piece or parcel land measuring an area 03 Cottah 05 Chittaks 02 sq.ft. more or less comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, in the District of 24-Parganas.

AND WHEREAS Dilip Kumar Roy, are thus well seized and possessed of or otherwise well and sufficiently entitled to the undivided $2/3^{\text{rd}}$ share in the piece or parcel land measuring an area 03 Cottah 05 Chittaks 02 sq.ft. more or less comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, in the District of 24-Parganas.

AND WHEREAS Dilip Kumar Roy was a bachelor at his life time made and published his last WILL and testament on 04.05.1992 whereby he gave and bequeathed the property to his nephew Mr. Ujjal son of Late Chiranjib Kumar Roy.

AND WHEREAS after the death of Dilip Kumar Roy the said Mr. Ujjal obtained the probate from the Honorable High Court at Calcutta vide probate case No. 211/1993.

AND WHEREAS Mr. Ujjal thus became the owner of undivided 2/3rd share in the piece or parcel land measuring an area 03 Cottah 05 Chittaks 02 sq.ft. more or less comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, in the District of 24-Parganas.

AND WHEREAS Rajib Roy died intestate leaving behind him his only wife Smt. Hashi Roy, and only daughter Anika Sen and his daughter in law Smt. Soma Roy and grand-daughter Smt. Rohini Roy as his legal heirs in respect of his undivided 1/3rd share in the aforesaid property.

AND WHEREAS Rahul Roy son of Late Rajib Roy died intestate leaving behind him his wife Smt. Soma Roy and only daughter Rohini Roy as his legal heirs in respect of his share in the aforesaid property.

AND WHEREAS Smt. Bani Roy, one of the Partner of U.R. Developers, died intestate leaving behind her only son Mr. Ujjal and Mr. Ujjal has join as Partner in the said firm by a Deed of Partnership.

AND WHEREAS Mr. Ujjal, Smt. Hashi Roy, Smt. Soma Roy, Smt. Rohini Roy, Smt. Anika Sen, the Owners herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 03 Cottah 05 Chittaks 02 sq.ft. more or less comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Police Station-

Dum Dum, within the limit of South Dum Dum Municipality, in the District of North 24-Parganas and duly recorded there names in the records of South Dum Dum Municipality, being Holding No. 18, Tilak Chowdhury Lane.

AND WHEREAS by a Development Agreement dated 27.09.2016 registered at Additional Dist Sub Registrar Cossipore Dum Dum, copied in Book No. 1, Volume No. 1506-2016, Pages 279332 to 279373, Being No. 150607674 for the year 2016, Mr. Ujjal, Smt. Hashi Roy, Smt. Soma Roy, Smt. Rohini Roy, Smt. Anika Sen described therein as the entered into an Agreement with **U.R. DEVELOPERS** for G+3 Storied building in respect of land measuring an area **03 Cottah 05 Chittaks 02 sq.ft.** more or less with One Storied Building measuring an area **1000 Sq.ft. more or less** comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Holding No. 18, Tilak Chowdhury Lane, Premises No. 38/13, M.C. Garden Road, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, and according to the settlement records of rights finally published the plot is comprised at Parganas – Panchanna Gram, J.L. No. 22, R.S. No. 11 (G.D. I), in the District of North 24- Parganas, on the terms and conditions set forth therein.

AND WHEREAS Smt. Hashi Roy died, intestate on 17.12.2018 leaving behind her only daughter Smt. Anika Sen as her legal heir in respect of her share in the aforesaid property.

AND WHEREAS upon the death of Smt. Hashi Roy, the legal heir and representative named hereinabove became right, title, interest of her share the aforesaid land by virtue of succession to which Smt. Hashi Roy, was governed at the time of her death.

AND WHEREAS Mr. Ujjal, Smt. Soma Roy, Smt. Rohini Roy, Smt. Anika Sen are thus the absolute joint owners of the aforesaid property.

AND WHEREAS the developer has requested the owners to execute the Supplementary Agreement and execute and register a General Power of Attorney in it's favour for construction of multistoried building at the said premises morefully and particularly and particularly described in the schedule hereunder written.

AND WHEREAS it was recited in the said Development Agreement dated 27.09.2016 the Owners' Allocation will be as follows :- shall mean 50% of the total constructed area as per sanction plan of South Dum Dum Municipality, with undivided proportionate right, title, interest, in the land, in common facilities and amenities including the right to use thereof in the said premises.

The Owner's allocation will be as follows :-

<u>FLAT</u>	<u>PERCENTAGE</u>
GROUND	50%
FIRST	50%
SECOND	50%
THIRD	50%

The Owner has handed over all the original documents to the Developer after obtaining the sanction building plan from the South Dum Dum Municipality and the Developer will keep all the documents till completion of the project.

AND WHEREAS the Developer herein has decided to construct a G+3 storied building as per sanction plan of South Dum Dum Municipality and also decided to allot the Owner Allocation in the following manners to which the Owner have agreed in the following terms and conditions :-

NAME	FLOOR
MR. UJJAL	Entire THIRD floor
MRS. ANIKA SEN	Flat No. C (South side) on the FIRST floor
MRS. SOMA ROY & MRS. ROHINI ROY	Flat No. B (East side) on the FIRST floor

The Developer will pay consideration @ Market Rate to the Owners for the balance area of Owners' Allocation.

If the authority Sanction further floors for construction in the proposed Building, in such case the parties will get the said constructed area in equal share. The parties will bear the cost of Sanction Plan and incidental charges for the same in equal share.

The Owners shall Execute and Register fresh Partition Deed among themselves after handing over of possession of flats to them and Owner's Allocation will take effective after execution of said Partition Deed.

AND WHEREAS the Owners herein, will not claim any further constructed area or consideration from the Developer herein. If they claim it will be null and void in all court of laws.

AND WHEREAS the other terms and conditions including Owner's Allocation and Developer's Allocation as stated in the said Development Agreement dated 27.09.2016

AND WHEREAS this supplementary agreement will be the inseparable part or portion of the Said Development Agreement dated 27.09.2016.

SCHEDULE OF THE PROPERTY

(555A)
3/2/16

ALL THAT the piece or parcel or land measuring an area 03 Cottah 05 Chittaks 02 sq.ft. more or less with One Storied Building measuring an area 1000 Sq.ft. more or less comprised in ^{R.S} Dag No. 615 under ^{R.S} Khatian No. 727 at Mouza – Purba Sinthee, Holding No. 18, Tilak Chowdhury Lane, Premises No. 38/13, M.C. Garden Road, Police Station - Dum Dum, Kolkata – 700 030, within the limit of South Dum Dum Municipality, Addl. District Sub-Registration Office Cossipore Dum Dum, and according to the settlement records of rights finally published the plot is comprised at Parganas – Panchanna Gram, J.L. No. 22, R.S. No. 11 (G.D. I), in the District of North 24-Parganas, The floor of the building is finished by Cemented.

The property is butted and bounded as follows :-

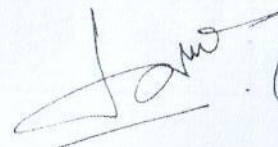
- ON THE NORTH : House of Sri Kanchan Bandopadhaya
- ON THE SOUTH : 8' ft. common passage thereafter Municipal Drain
- ON THE EAST : Municipal Drain thereafter Tilak Chowdhury Lane.
- ON THE WEST : 16'ft wide M.C. Garden Road.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELEVERD

At Kolkata in presence of: -

1. 
Adv.


 (UJJAL)



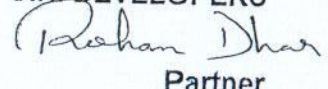


SIGNATURE OF THE OWNERS

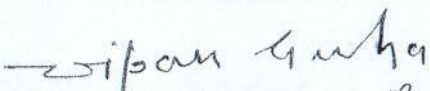
U.R. DEVELOPERS

 (UJJAL)
Partner

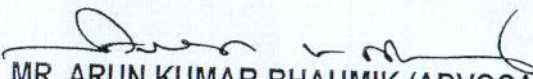
U.R. DEVELOPERS


Partner

SIGNATURE OF THE DEVELOPER

2. 
63/21 Dum Dum Road
Kolkata - 70074











Drafted by :-


MR. ARUN KUMAR BHAUMIK (ADVOCATE)
Calcutta High Court Reg. No. WB-905/1983
63/21, Dum Dum Road, Surer Math,
P.O. Motijheel, Police Station - Dum Dum,
Kolkata - 74, Phone No. 9830038790.
e-mail ID - arun_bhoumik@yahoo.com

OF THE
AGENT/
AGENT/SELLER/
BUYER/CAJMENT
WITH PHOTO












UNDER RULE 44A OF THE I.R. ACT 1908

N. B. - LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 <i>Jaw</i>	LH.					
	RH.					








ATTESTED:

Jaw (UJJAL)

 <i>Somajay</i>	LH.					
	RH.					

ATTESTED:

Somajay

 <i>Rohini Roy</i>	LH.					
	RH.					










ATTESTED:

Rohini Roy

AGENT/BUYER/SELLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N. B. - LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 <i>Handwritten signature</i>	LH.					
	RH.					


ATTESTED:

Handwritten signature

 <i>Prabhan Dhar</i>	LH.					
	RH.					

ATTESTED:

Prabhan Dhar

 PHOTO	LH.					
	RH.					

ATTESTED: