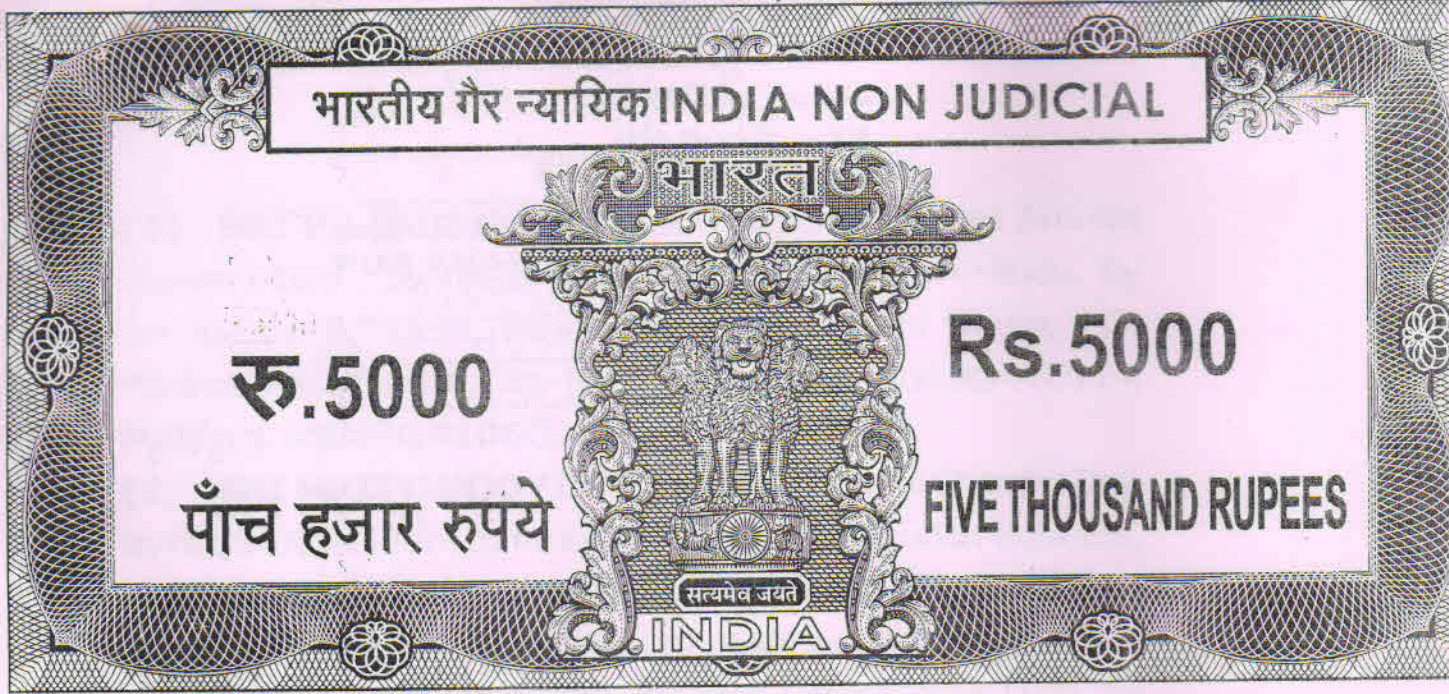


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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

भारत



सत्यमेव जयते

INDIA

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

D 475428

wherein the document is  
 submitted 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

19 JAN 2018 810Z 11 6.1

**DEVELOPMENT AGREEMENT**

**THIS DEED OF AGREEMENT** is made on this the 19th day of January, 2018 (Two Thousand and Eighteen) as per CHRISTIAN ERA.

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Alokendu Bandyopadhyay

Advocate

M/s. RELIABLE CONSTRUCTION

Satyajit Kumar

Partner

(2)

**BETWEEN**

**(1) SRI PRADIP KUMAR GHOSH**, Son of Late Amulya Kumar Ghosh, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 309 Gandhi Nagar, P.O. Panihati, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700114, **PAN no. AGNPG4106C.**

**(2) SRI MRITYUNJOY DEY**, Son of Late Sushil Chandra Dey, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 3no. Govt. Colony, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110, **PAN no. AGQPD3378L.**

**(3) SRI SUMIT DAM**, Son of Late Sudhir Kumar Dam, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Bidhanpally, S.N.Road, P.O. Natagarh, P.S. Ghola, Dist- North 24 Parganas, Kolkata-700113, **PAN no. AKJPD7835P.**

**(4) SRI DILIP DAS**, Son of Late Netai Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Subhas Uddyan, 15no. Nilganj Road, P.O. Panihati, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700114, **PAN no. AGAPD4313K** 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 Partnership firm having its 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,

M/s. RELIABLE CONSTRUCTION  
Satya Brata Sinha  
Partner

(3)

**(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 & Successor-in-Office) of the **OTHER PART.**

**WHEREAS** one Nirmal Kumar Bandyopadhyay (Son of Late Bhootnath Bandyopadhyay) had purchased all that an area measuring 27 Decimal out of which an area of 19 decimal comprised in R.S. Dag No. 83, appertaining to Khatian No. 247 and another one measuring 8 decimal, comprised in R.S. Dag No. 84, appertaining to R.S. Khatian No. 247, lying and situate at Mouza-Panihati, J.L No. 10, Re. Su. No. 32, Touzi No. 155, P.S. Khardah, Formarly A.D.S.R.O. Barrackpore now A.D.S.R.O. Sodepur, District- North 24 Parganas, within the local limits of Panihati Municipality, Ward No. 3, from his predecessor Bhutnath Bandyopadhyay, vide a registered Deed of Sale being No. 608, registered at the office of the then S.R. Barrackpore, recorded in Book No. I, Volume No. 7, Pages, from 223 to 226, for the year 1963.

  
Mokendu Bandyopadhyay

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(4)

**AND WHEREAS** the said Nirmal Kumar Bandyopadhyay as being the lawful and absolute owner of the aforesaid land he mutated his name in the office of Panihati Municipality and paid taxes, therein and constructed a one storey pucca dwelling house consisting of four rooms, toilets, kitchen, passage and varandah, standing thereon.

**AND WHEREAS** while has been enjoying the aforesaid land with building, said Nirmal Kumar Bandyopadhyay, sold, transferred, conveyed and assigned all that the area measuring 27 decimals, out of which an area of measuring 19 decimals, togetherwith a one storeyed dwelling house standing thereon, comprsed in Dag No. 83, appertaining to R.S. Khatian No. 247, and another one measuring 8 decimals, comprised in R.S. Dag No. 84, appertaining to R.S. Khatian No. 247, lying and situate at Mouza - Panihati, J.L. No. 10, Re. Su. No. 32, Touji No. 155, P.S. Khardah. A.D.S.R. Barrackpore, at present Sodepur, North 24 Parganas within the limits of Panihati Municipality, Ward No. 03, to the Panihati Co-operative Bank Ltd., vide a Bengali Deed of Sale, being No. 888, dated 22-02-1967, corresponding to 9th Falgun 1373, registered at the office of Registrar of Assurance, Calcutta.

**AND WHEREAS** on that date a Deed of Ekrarnama was executed by and between Nirmal Kumar Bandyopadhyay, as acceptor of Ekrarnama and The Panihati Co-operative Bank Ltd., as giver of ekrarnama, which was registered on 22-02-1967 registered at the office of Registrar of Assurance, Calcutta, being No. 890, recorded in Book No. I, Volume No. 38, for the year 1967 of the said Office, wherein it was stipulated that the acceptor of Ekrarnama paid off the entire mentioned consideration of the original deed of sale alongwith other expenses within a period of 3 years in such

  
Nirmal Kumar Bandyopadhyay

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event the property would be re-conveyance unto the said acceptor. It be also mentioned that the said acceptor viz Nirmal Kumar Bandyopadhyay was allowed to keep the possession of the property mentioned in the schedule hereunder written.

**AND WHEREAS** it was further stipulated in the said Ekrarnama, that in the event of failure on the part of the acceptor to repay the amount of consideration alongwith other expenses to the giver of that Ekrarnama would retain the right, title and interest absolutely in its favour and no claim or demand by the acceptor or any person through under him would be tenable at law.

**AND WHEREAS** the said acceptor failed to repay the consideration amount within the stipulated period which expired on 21-02-1970 A.D. and also by the necessary implication in law relating to limitation out, the absolute right, title and interest already vested upon the predecessor-in-title of the present owners i.e. The Panihati Co-Operative Bank Ltd. who have every right to transfer such property by any legal means. Subsequently upon death of said Nirmal Kumar Bandyopadhyay, (the acceptor of the Ekrarnama), his wife, three daughters and one son as being the legal heirs retained the possession of the said landed property.

**AND WHEREAS** the said The Panihati Co-Operative Bank Ltd. being a bank and body corporate being governed by rules and regulations as being the Vendor sold out/ transferred all that the piece or parcel of land, measuring 19 decimal, classified as "Bastu" togetherwith a one storeyed dwelling house standing thereon, comprised in Dag No. 83, appertaining to R.S. Khatian No. 247, lying and situate at Mouza-Panihat, J.L. No. 10, Re. Su. No. 32, Touji No. 155,

  
Alokendu Bandyopadhyay

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P.S. Khardah, A.D.S.R.O. Sodepur, North 24 Parganas, within the limits of Panihati Municipality, Ward No. 03 in favour of the present owners hereof by executing a Deed of Conveyance wherein the lawful legal heirs of late Nirmal Kumar Bandyopadhyay i.e. his wife Smt. Anima Bandyopadhyay, three married daughters namely Smt. Sahana Mukherjee, Smt. Sharmila Chatterjee, Smt. Urmila Banerjee and one son Sri Debapriya Banerjee as being the Confirming Parties putting their signatures on the said Deed affirm and declare to divert their possession in favour of the present owners hereof vide Deed no. 150105260, Executed on 28.07.2017 and Registered on 31.07.2017, Registered at the office of D.S.R.-I, North 24 Parganas, and the same was recorded in Book no. I, Vol. No. 1501-2017, page from 99249 to 99282, being no. 150105260, for the year 2017 and thereafter taking delivery of the Original Deed the vendor of the said Deed became aware that a typographical mistakes/discrepancies in the name of the purchaser namely Mrityunjoy Dey have crept inadvertently in the said Deed and the vendor further executed a Deed of Declaration on 16.01.2018 in favour of the purchaser which was Registered in the Office of D.S.R.-I, Barasat, North 24 Parganas on 17.01.2018 in Book No. IV, being no. 150100026 for the year 2018.

**AND WHEREAS** in the manner aforesaid the Land Owner Nos. 1 to 4 hereof jointly became the lawful joint owners of 19 decimal of "Bastu" land i.e. 11Cottahs 8Chittaks of land togetherwith a residential structure standing thereon togetherwith all easements rights appertaining thereto and the land owners hereof mutated their names in the Assessment Registrar of Panihati Municipality bearing Holding No. 79 Pathagar Road, under Ward no. 3 and the

  
Nirmal Kumar Bandyopadhyay  
Barasat

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(7)

paying the relevant taxes to the authority concern and jointly enjoying the same without any interruption of others.

**AND WHEREAS** with a view to fulfil their desire by making construction of a Multi Storeyed Building (G+4) over the said plot of land mentioned in the Schedule hereunder written the Land Owners already demolished the existing one storied building of the said landed property and approached the Developer Firm of the Second Part to construct a Multi Storeyed Building consisting of several residential flats, shops and garages etc. as per plan to be sanctioned by the Panihati Municipality at the cost, expenses and charges of the Developer and the Developer hereto agreed.

**AND WHEREAS** the owners herein hereby agree to authorise the Developer to construct the multistoried building with Lift facility in the under mentioned schedule of property, morefully and particularly described in the schedule hereinbelow according to the building plan to be approved and sanctioned by the Panihati Municipality and as per specification with floor, plans, elevation, sections, made in compliance with the Statutory requirements in the said plot of land at the cost of the developer on the terms and conditions stipulated hereunder:-

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**ARTICLE-I**

**DEFINITION**

**1. OWNERS:**

**(1) SRI PRADIP KUMAR GHOSH**, Son of Late Amulya Kumar Ghosh, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 309 Gandhi Nagar, P.O. Panihati, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700114,

  
Atikendu Bandyopadhyay  
Advocate

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(2) **SRI MRITYUNJOY DEY**, Son of Late Sushil Chandra Dey, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 3no. Govt. Colony, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110,

(3) **SRI SUMIT DAM**, Son of Late Sudhir Kumar Dam, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Bidhanpally, S.N.Road, P.O. Natagarh, P.S. Ghola, Dist-North 24 Parganas, Kolkata-700113,

(4) **SRI DILIP DAS**, Son of Late Netai Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Subhas Uddyan, 15no. Nilganj Road, P.O. Panihati, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700114,

## **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.

  
Hokendu Bandyopadhyay  
Advocate

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

**4. BUILDING :** Means multistoried 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.

**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 **36 months** from the date of Execution and Registration of this Development Agreement. The time is the essence of contract.

**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

  
Abhendra Bandyopadhyay  
Advocate

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(10)

said project till the execution of Registered of Deed or Deeds of conveyance or Transfer by the Land Owner in favour of the Developer or its nominee/nominees in terms of the Agreement in the proposed building togetherwith undivided right, title and interest in the land of the said premises.

### **ARTICLE-III**

#### **LAND OWNER'S REPRESENTATION**

- (a) The Land owners are absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
- (b) None other than a Land owners have 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, lispence, 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, lispence, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.
- (ii) The Land owners have absolute right and authority to develop the said plot of land.

  
Alokendu Bandyopadhyay

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