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19
 Additional District Sub-Registrar
 Sodepur, North 24-Parganas

NOV 2016

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this the 21st
 day of November, 2016 (Two Thousand and Sixteen) as per
CHRISTIAN ERA.

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 Alokendu Bandyopadhyay
 Advocate

M/s. RELIABLE CONSTRUCTION
 Satya Bani Saha
 Partner

(2)

BETWEEN

(1) **SRI SHYAMAL KRISHNA DEB**, Son of Late Sudhir Ranjan Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Advocate, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110, **PAN no. ADSPD8907A**,


(2) **SRI UTPAL KUMAR DEB**, Son of Late Sudhir Ranjan Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110, **PAN no. AAZPD7373E**,

(3) **SMT. ENA DEB**, Wife of Late Amal Krishna Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110, **PAN no. AQBPD1303Q**,

(4) **SMT. ANAMIKA DAS**, Wife of Sri Avik Das, Daughter of Late Amal Krishna Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 58, Panchabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110, **PAN no. AXUPB6099D**, 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 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:


Alokendra Bandyopadhyay

Advocate

M/s. RELIABLE CONSTRUCTION


Satya Bandyopadhyay

Partner

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(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 **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, assigns and nominee or nominees) of the **OTHER PART.**

WHEREAS the Owner no. 1 hereof namely Shyamal Krishna Deb, (S/o Sri Sudhir Ranjan Deb) has purchased a plot of land measuring more or less 2cottahs 8chittaks, bearing Sub-Plot no. 2 within Mouza - Sodepur, J.L. No. 8, Re. Su. no. 45, Touzi No. 172, comprised and contained in R.S. Dag No. 362, under R.S.Khatian No. 1419, P.S.-Khardah, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality by virtue of a Registered Bengali Deed of Sale, being No. 1739, from his predecessor-in-title namely Smt. Amiya Nag (Wife of Abinash

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Chandra Nag) and the said Bengali Deed of Sale was executed and registered on 21.04.1978 at the office of Sub-Registrar Barrackpore and the same was recorded in Book No. I, Vol. No. 38, noted within the pages from 111 to 114 being No. 1739 for the year 1978.

AND WHEREAS the Owner no. 2 hereof namely Utpal Kumar Deb, (S/o Sri Sudhir Ranjan Deb) has purchased a plot of land measuring more or less 2cottahs 8chittaks, bearing Sub-Plot no. 1, within Mouza - Sodepur, J.L. No. 8, Re. Su. no. 45, Touzi No. 172, comprised and contained in R.S. Dag No. 362, under R.S.Khatian No. 1419, P.S.-Khardah, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality by virtue of a Registered Bengali Deed of Sale, being No. 1740, from his predecessor-in-title namely Smt. Amiya Nag (Wife of Abinash Chandra Nag) and the said Bengali Deed of Sale was executed and registered on 21.04.1978 at the office of Sub-Registrar Barrackpore and the same was recorded in Book No. I, Vol. No. 38, noted within the pages from 115 to 118, being No. 1740 for the year 1978.

AND WHEREAS in the manner aforesaid the Owner No. 1 & 2 hereof by virtue of the aforesaid 2 separate Bengali Deed of Sale has become the lawful owner of the said landed property and possessing the said two adjacent plots of land i.e. (2cottahs 8chittaks + 2cottahs 8chittaks) Totalling 5 Cottahs of land and they are as being the full blooded brother jointly mutated their names before the Panihati Municipality. Thus the Owner no. 1 & 2 herein have become the absolute and joint owners of the said 5 Cottahs of land be the same little more or less as sixteen annas owners and have been


Alokendu Bandyopadhyay

Advocate

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possessing the same peacefully, quietly and without any interruption of others and paying the relevant rents and taxes regularly.

AND WHEREAS the said Shyamal Krishna Deb & Utpal Kumar Deb while have been enjoying the actual physical possession of the said landed property, they jointly make a gift measuring more or less 3 Cottah undivided landed property out of their total 5 cottahs of landed property, within Mouza-Sodepur, J.L. No. 8, Re. Su. no. 45, Touzi No. 172, comprised and contained in R.S. Dag No. 362, under R.S.Khatian No. 1419, P.S.-Khardah, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality in favour of their three full blooded brother namely Sri Amal Krishna Deb, Sri Bimal Krishna Deb & Sri Kamal Krishna Deb by executing a Registered Bengali Deed of Gift being no. 1690 which was executed and registered on 30.03.1981 at the office of Sub-Registrar Barrackpore and the same was recorded in Book No. I, Vol. No. 49, noted within the pages from 77 to 80, being No. 1690, for the year 1981.

AND WHEREAS in the foregoing events the said Sri Shyamal Krishna Deb, Sri Utpal Kumar Deb, Sri Amal Krishna Deb, Sri Bimal Krishna Deb & Sri Kamal Krishna Deb have become the lawful joint owners of the said 5 cottahs of landed property having 1/5th undivided share in each part and they jointly mutated their names in the Assessment Registrar of Panihati Municipality, bearing Holding no. 166, Amarabati, Under Ward no. 17 and paying relevant taxes to the authority concern regularly.

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AND WHEREAS the said Amal Krishna Deb while has been enjoying the actual physical possession of the said landed property he died intestate on 20.10.2001 leaving behind him his wife namely Smt. Ena Deb and only daughter namely Smt. Anamika Das (Wife of Sri Avik Das), as his surviving legal heirs and successors and the undivided 1/5th share of the total landed property as left by Amal Krishna Deb devolved upon the Owner no. 3 & 4 hereof as per the Law of Hindu Succession Act. 1956.

AND WHEREAS the said Sri Kamal Krishna Deb & Bimal Krishna Deb while have been enjoying the actual physical possession of undivided 2/5th share of the said landed property they sold out their undivided 2/5th Share i.e. (1cottah in the share of Kamal Krishna Deb+ 1cottah in the share of Bimal Krishna Deb) = undivided 2 Cottahs of land togetherwith Undivided 100 sq.ft. R.T. Shed Standing thereon out of the total landed property i.e. 5 Cottahs of land togetherwith a 250sq.ft. R.T.Shed standing thereon in favour of the Developer firm namely "**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 by executing a Registered Deed of Conveyance, being no. 152406065, in Book no. I, which was executed and Registered on 21.11.2016, at the Office of A.D.S.R. Sodepur, Dist. North 24 Parganas, for the year 2016.

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AND WHEREAS in the manner aforesaid the Owner Nos. 1 & 2 hereof by virtue of the said Bengali Deed of Sale and

Alokendu Bandyopadhyay
Advocate

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the Owner Nos. 3 & 4 hereof by virtue of Inheritance from their deceased husband and father and the Developer firm hereof by virtue of its purchase have become the lawful joint owners of the said 5 cottahs of landed property be the same little more or less as sixteen annas owners and have been jointly possessing the same as ezmal peacefully, quietly and without any interruption of others and paying the relevant rents and taxes regularly.

AND WHEREAS with a view to develop or cause to be developed by constructing a multistoried building over the plot of land (undivided 3/5th share of landed property i.e. 3 cottahs of land) of Owners hereof, made up their mind and forwarded a proposal to the Developer Firm (who is the lawful owner of undivided 2 cottahs of landed property) and the Developer firm as being the Owner of undivided 2 cottahs of said landed property agreed with the proposal of the Owner no. 1 to 4 hereof to construct a multistoried building upon the said landed property measuring more or less 5 Cottahs of land and structure morefully and particularly described in the first schedule hereinbelow, hereinafter called and referred to as the "SAID PROPERTY." the Developer herein approached the Owners and expressed its intention to develop the undermentioned first schedule property with the conjunction of the Owners no. 1 to 4 hereof according to the building plan to be approved and sanctioned by the Panihati Municipality.

AND WHEREAS the Owners herein hereby agree to authorise the Developer to construct the multistoried (G+4) building with Lift facility in the under mentioned first schedule property, morefully and particularly described in the first schedule hereinbelow according to the building plan to be approved and sanctioned by the Panihati Municipality and


Alokendu Bandyopadhyay
Advocate

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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 SHYAMAL KRISHNA DEB**, Son of Late Sudhir Ranjan Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Advocate, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,
- (2) SRI UTPAL KUMAR DEB**, Son of Late Sudhir Ranjan Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,
- (3) SMT. ENA DEB**, Wife of Late Amal Krishna Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,
- (4) SMT. ANAMIKA DAS**, Wife of Sri Avik Das, Daughter of Late Amal Krishna Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 58, Panchabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

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.


Alokendu Bandyopadhyay

Advocate

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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. Gholā, 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.


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

4. BUILDING : Means Five storied (G+4) building with lift facility to be constructed on the first schedule property in accordance with the plan to be sanctioned by the Panihati Municipality in the name of the Owners 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 multi storied building to the intending purchaser and/or purchasers thereof although the same amounts as transfer in hand.


Alokendu Bandyopadhyay

Advocate

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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 **30 (Thirty)** months from the date of sanctioned plan or hand over the possession which ever is later.

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 said project till the execution of Registered of Deed or Deeds of conveyance or Transfer by the Land Owners in favour of the Developer or its nominee/nominees in terms of the Agreement in respect of flat portion 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 is absolutely seized and possessed of and/or well and sufficiently entitled to the said property.

(b) None other than a Land owner has 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

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