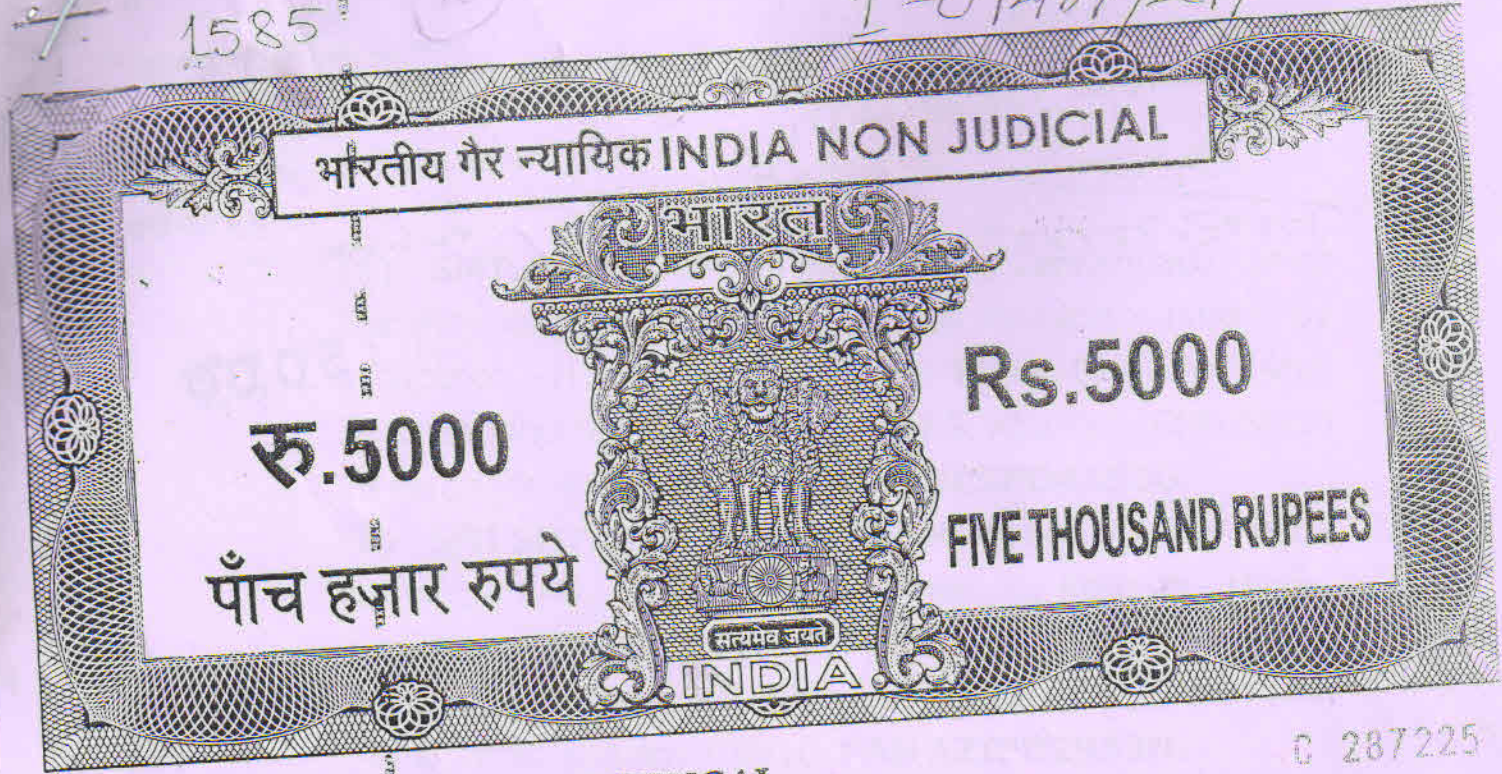


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

admitted to registration. The
 signature sheet / sheets & the
 endorsement sheet / sheets
 attached with this document
 are the part of this document.

Sub-Registrar
 Sodepur, North 24-Parganas

9 MAR 2017

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this the 29th
 day of March, 2017 (Two Thousand and Seventeen) as per
CHRISTIAN ERA.

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[Signature]

Alokchandra Bandyopadhyay
 Advocate

M/s. RELIABLE CONSTRUCTION
[Signature]
 Partner

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 I-0-414810/17

(2)

BETWEEN

(1) **SMT. SARBANI DEB ROY**, Wife of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110, **PAN BCSPD4355G**.

(2) **SRI SHYAMA PRASAD DEB ROY**, Son of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation-Law Clerk, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110, **PAN AZIPD2983N**.

(3) **SRI TRIGUNA PRASAD DEB ROY**, Son of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation-Profession, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110, **PAN AXGPD7315L**.

(4) **SMT. RATNA GHOSH**, Wife of Sri Debasis Ghosh, Daughter of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "New Sharchi Garden", Flat no. 1D, Block- A II, 251/1 Nagendra Nath Road, P.O. & P.S. DumDum, Kolkata-700028, **PAN CBMPG6747D**.

(5) **SMT. KRISHNA (MAITRA) DEB ROY**, Wife of Sri Chhotan Maitra, Daughter of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "Maa Muktikeshi Apartment", Flat no. 3B, 2nd Floor, 276 Nilgunj Road, Kashari Bagan, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, **PAN AXGPD7124H** 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**.

(3)

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,
- (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 the predecessor-in-title i.e. the beloved husband of the present owner no. 1 and the beloved father of the present owners no. 2 to 5 hereof namely Sri Annada Kumar Deb Roy (Son of Late Binode Behari Deb Roy) as being the Refugee displaced from East Pakisthan (now Bangladesh)

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has got and/or obtained 8 Chittaks 31 Sq.ft. of land together with all easements rights appertaining thereto, lying and situated at Mouza-Sodepur, J.L No. 8, comprised and contained in C.S. & R.S. Dag No -290(P), under E.P. No. 60, S.P. No. 148, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, North 24 Parganas, within the local limits of Panihati Municipality, bearing Holding No. 109, 4 No. Desh Bandhu Nagar, under Ward No. 13, District - North 24 Parganas, by virtue of gift from the Governor, through the Department of Refugee Relief and Rehabilitation of Govt. of West Bengal through a Registered Gift Deed duly registered at the office of Additional District Registrar of North 24 Parganas, Barasat and also recorded in Book No. I, Volume No. 10, Pages from 117 to 120, being No. 705 for the year 1991.

AND WHEREAS the said Annada Kumar Deb Roy while has been enjoying the actual physical possession of the said landed property he died intestate on 01.04.2003 leaving behind him his wife Smt. Sarbani Deb Roy and two sons namely Sri Shyama Prasad Deb Roy, & Sri Triguna Prasad Deb Roy and two daughters namely Smt. Ratna Ghosh (Wife of Sri Debasis Ghosh) & Smt. Krishna (Maitra) Deb Roy (Wife of Sri Chhotan Maitra), as his surviving legal heirs and successors and the landed property as left by Annada Kumar Deb Roy devolved upon the above named legal heirs as 1/5th undivided share in each part.

AND WHEREAS after the demise of said Annada Kumar Deb Roy the present owners hereof are the Class-I legal heirs, under the provision of Hindu Succession Act 1956 in respect of the aforesaid landed property.

AND WHEREAS the Land Owner Nos. 1 to 5 hereof jointly acquired the aforesaid plot of "Bastu" land measuring more


Atakendu Banerjee

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(5)

or less 8 Chittaks 31 Sq.ft of land togetherwith a residential structure standing thereon togetherwith all easements rights appertaining thereto.

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 by amalgamating their plot of land with the other contiguous plots, the Land Owners of the First Part 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) SMT. SARBANI DEB ROY, Wife of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110,

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(2) **SRI SHYAMA PRASAD DEB ROY**, Son of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Law Clerk, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110,

(3) **SRI TRIGUNA PRASAD DEB ROY**, Son of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Service, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110,

(4) **SMT. RATNA GHOSH**, Wife of Sri Debasis Ghosh, Daughter of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "New Sharchi Garden", Flat no. 1D, Block- A II, 251/1 Nagendra Nath Road, P.O. & P.S. DumDum, Kolkata-700028,

(5) **SMT. KRISHNA (MAITRA) DEB ROY**, Wife of Sri Chhotan Maitra, Daughter of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "Maa Muktikeshi Apartment", Flat no. 3B, 2nd Floor, 276 Nilgunj Road, Kashari Bagan, 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 -

(7)

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.

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 **24 months** from the date of sanctioning of plan by the Municipal authority or hand over the possession of the subject landed property in favour of the Developer Firm for

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construction which ever is later. The time 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 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 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 owner 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 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.

- (9)
- (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 owner 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 owner has absolute right and authority to develop the said plot of land.

ARTICLE-V

DEVELOPER'S RIGHT AND RESPONSIBILITIES:

The scope of work envisaged to be done by the Developer hereunder shall include:


- (i) Construction of the new Building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential use. The Developer's responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.
- (ii) The Developer will have every right to demolish the existing building on the land stated in the Schedule hereunder and whatsoever the materials of the said building subject to be demolished shall be disposed of by the Developer and the sale proceeds thereon shall absolutely be credited to the Developer's account and no claim thereon on the part of the Land Owners's shall be entertained in any case.

Be it mentioned here that the two family of land owners namely Shyama Prasad Deb Roy & Triguna Prasad Deb Roy shall shift to a nearby place wherein they will stay at the cost of the Developer for their temporary accomodation during the construction work and upon hand over the owners allocation flat the Owners shall shift back to their allocated portion in ready and finished condition.

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- (iii) All outgoings including other rates, taxes duties and other impositions by the Panihati Municipality or other any competent, authority in respect of the said property upto the date of this agreement shall be paid by the Land Owner.
- (iv) All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.
- (v) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats of the proposed building/buildings which completely includes as Developer's areas/ portions in the proposed building at the said premises and/ or of all or any portion/portions thereof, which will include common area and facilities togetherwith the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owner or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfillment of all obligation of the Developer towards to Land Owner. The Developer will complete the construction of the building with the standard materials as would be available in the market.
- (vi) The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owner and to submit the same to the concerned authority in the name of the owner at its own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owner from the concerning authority/s.
- (vii) The Developer hereby undertakes to indemnify and keep indemnified the Land owner from and against any and all actions, charges, claims any third party arising out of due to the negligence of noncompliance of any law,


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