



## DEVELOPMENT AGREEMENT

This Development Agreement is made on this ...<sup>4<sup>th</sup></sup>...day of ~~April~~ 2023 BETWEEN MRS. DEBOPRIYA VINAY KUMAR PATEL daughter of Late Abanindra Kumar Ghosh, PAN: CAUPP 1679 Q, Aadhaar No. 8655 1419 2669, by faith Hindu, Nationality-Indian of 114/N, Raja S.C. Mullick Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata-700 047 at present residing at 6540 Senator Lane, Bensalem, P.A 19020 USA hereinafter referred to as the OWNER (which term or expression shall unless excluded by or repugnant to the context shall deem to mean and include her heirs, legal representatives, executors, administrator and assigns ) of the One Part.

AND

**M/S RAM THAKUR ENTERPRISE** a sole proprietorship business represented by its proprietor **SRI SANJOY KUMAR GUHA ROY** son of Sri Sudhangshu Kumar Guha Roy, **PAN: AHPG 5426 Q, Aadhaar No. 7525 5910 2257, Mob. No. 9239368126** by faith-Hindu, by occupation-Business, Nationality-Indian of 59, Dinesh Pally, P.O. Bansdroni, P.S. Regent Park now Bansdroni, Kolkata-700 070 hereinafter referred to **as the DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context shall deem to mean and include his heirs, legal representatives, executors, administrators and assigns) **of the Other Part.**

**WHEREAS:**

A. One Dwijendra Kumar Ghosh and his wife Smt. Binapani Ghosh jointly became the owners of all that land measuring about **3(Three) Kathas 7(Seven) Chataks and 31 (Thirty-One) square feet more or less lying in Mouja- Baishnabghata, Pargana- Khaspur, J.L. No-28, Touji Nos-56 & 151 being portion of C.S. Plot no 346 under Khatian Nos-298, 298/1 and 298/2 situated within the local limits of the Kolkata Municipal Corporation being premises no-114, Raja Subodh Chandra Mullick Road, formerly under police station-Jadavpur at present Netaji Nagar, Kolkata-700 047 by way of purchase from the then lawful and rightful owners namely Smt. Sarbani Debi and Krishna Charan Chatterjee Ghatak for valuable**

consideration mentioned therein. Said deed was duly registered in the office of the Sub-Registrar at Alipur and recorded in Book No-I, Volume No-38, Pages no 223 to 233 Being No-2221 for the year 1961.

- B.** Being the owners said Dwinjendra Kumar Ghosh and Smt. Binapani Ghosh mutated their names in the office of the Kolkata Municipal Corporation in respect of the said property and after such mutation and separate assessment the said premises has been known and numbered as 114/N, Raja S.C. Mullick Road, Kolkata-700 047 and they were in possession of the said property by raising a two-storied building thereon.
- C.** While in possession of the said property said Dwijendra Kumar Ghosh and Binapani Ghosh died intestate leaving behind their six sons namely Sitendra Kumar Ghosh, Samirendra Kumar Ghosh, Manabendra Kumar Ghosh, Rathindra Kumar Ghosh, Abanindra Kumar Ghosh and Sukhendra Kumar Ghosh and three daughters namely Gita Sen, Rita Ghosh Dastidar and Rina Bose as their only heirs and successors who jointly inherited the said property as per Hindu Law of Succession, 1956 each having undivided  $1/9^{\text{th}}$  share therein.
- D.** Said Abanindra Kumar Ghosh died intestate on 02.06.2006 leaving behind his wife Papiya Ghosh, one son Amitava Ghosh and one daughter Mrs. Debopriya Vinay Kumar Patel as his only heirs and successors who jointly became the owners of the said premises by way of inheritance to the extent of undivided  $1/9^{\text{th}}$

share of the said deceased. Thus the owner abovenamed has undivided 1/27<sup>th</sup> share in the said property.

- E. Some of the other co-sharers have sold their respective share in the said property to Smt. Sucharita Guha Ray except the owner and her mother and brother as named above and some other co-sharers. The Developer has decided to develop the said land by raising building thereon having several self-contained flats, car parking spaces and other saleable spaces therein as per plan to be approved by the office of the Kolkata Municipal Corporation.
- F. The Owner and her said mother and brother have decided to have **one of such self-contained flat jointly in lieu of their undivided 1/9<sup>th</sup> share in the said property** and accordingly mother and brother of the owner have jointly entered into an agreement with the Developer for having the said flat at the said premises along with other co-sharers.
- G. The Owner herein has also agreed to execute this agreement with the Developer under the following terms and conditions.

### **TERMS AND CONDITIONS**

1. The Developer shall construct building on the said land more fully described in **Schedule-A** below, after demolishing the existing structure standing thereon as per plan to be approved by the office of the Kolkata Municipal Corporation at his cost and initiative. The Developer shall have right to appropriate the sale proceeds of the debris.

2. The Owner shall mutate her name in the office of the Kolkata Municipal Corporation in respect of her share in the said property upon payment of all the rent and taxes for the same and hand over the mutation certificate along with other documents relating to her good and marketable title to the property to the Developer within 10 days from the date of execution of this agreement and upon receipt of the said documents the Developer shall cause necessary searches in the concerned offices.
3. Upon searches if any defect of title or that of possession ever transpires then the owner shall remove such defects at her cost and initiative.
4. After getting the possession of the said property the Developer shall commence the construction of the said building as per plan to be approved by the office of the Kolkata Municipal Corporation at his cost.
5. The Owner along with her said mother and brother shall jointly get **one self-contained flat on the North-Eastern side on the Top floor of the proposed building having a super built-up area of 550' square feet more or less** in lieu of her share with right to use the common areas and facilities at the said premises which will be considered as portion of **OWNERS' ALLOCATION** and remaining portion of the building except owners' allocation shall absolutely belong to the Developer against his investment which the Developer shall have right to transfer or encumber as per his discretion.

6. The Developer shall deliver the said Owners' allocation **within 24 months** from the date of getting the sanctioned plan from KMC or getting the vacant possession of the said premises free from all encumbrances, whichever is later.
7. Owners' Allocation shall be constructed with standard building materials. The owners shall remain liable to pay extra for any additional work, before taking possession of their flat.
8. The Developer shall be bound to deliver the said flat to the owner herein jointly with her mother and brother as stated earlier before delivering the possession to the purchasers of the Developer.
9. The Owner shall not be liable for any demand by the local club, neighbors, local suppliers etc. in respect of the said building construction and all problems should be solved or settled by the Developer.
10. The Developer shall provide copy of completion certificate in respect of the said building jointly to the owner and her mother and brother as and when it will be issued by the authority as stated before.
11. The owner shall not be liable under any circumstances; if any accident or mishap occurs during the period of construction the developer shall be solely liable for the same.
12. The Developer shall strictly follow building rules and regulations of the KMC in respect of the sanction of the said building plan and shall not deviate from the said approved plan.

13. In case of death of any of the party under this development agreement, the heirs or successors will be substituted as the party and they will be bound by the terms of this agreement.
14. All other terms mentioned in the Development Agreement with the other co-sharers shall be applicable and enforceable in between the parties of these present.
15. Parties hereto along with their respective heirs shall remain bound by the terms of this agreement.

### **SCHEDULE-A**

#### **(Description of the entire property)**

**All the piece and parcel of homestead land measuring about 3(Three) Kathas 7(Seven) Chataks and 31(Thirty-One) square feet more or less lying in Mouja- Baishnabghata, Pargana-Khaspur, J. L. No-28, Touji Nos -56 and 151 C.S. Dag No-346 under C.S. Khatian Nos - 298, 298/1 and 298/2 together with structure standing thereon at present situated within the local limits of the Kolkata Municipal Corporation, Ward No-100, Premises No-114/N, Raja S. C. Mullick Road, P.S. Netaji Nagar, Kolkata-47, being butted and bounded by :-**

On The North:- 16'-6" wide common passage

On the South:-C.S.Plot No-351

On the East :- Land of Mr. P.Bag

On the west :- C.S. Plot No-348 & 350.

**SCHEDULE-B**

**(Joint Allocation of Owner)**

NAMES	FLOOR	SIDE	AREA (SFT) super built-up
PAPIYA GHOSH AMITAVA GHOSH DEBOPRIYA VINAYKUMAR PATEL	TOP	N-E	550

IN WITNESSES whereof parties hereto put their respective hand and seal on the day, month and year written above.

Witnesses;

1.

*Debash*

**(DEBOPRIYA VINAY KUMAR PATEL)**

**OWNER**

2.

*Sanjoy Kumar Guha Roy*

**(SANJOY KUMAR GUHA ROY)**

**DEVELOPER**

SPECIMEN FORM FOR TEN FINGERPRINTS



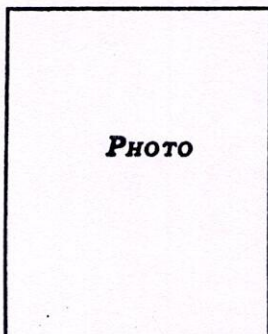
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<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature *Hash*



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<b>LEFT HAND</b>					
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<b>RIGHT HAND</b>					

Signature *Sampat K. Gupta*



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Signature \_\_\_\_\_