

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AK 591256



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BEFORE THE NOTARY PUBLIC
BARASAT, NORTH 24 PARGANAS

INSTRUMENT NO. 35393
Date 03 AUG 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 03rd day of August, 2023

(Two Thousand Twenty Three) A.D.



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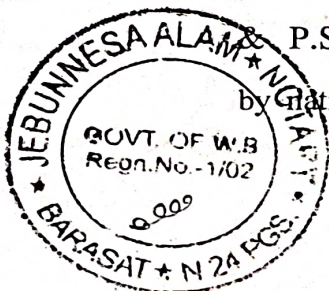
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BETWEEN

1. **SRI GORACHAND BASAK**, PAN-AEAPB6828F, son of Late Anil Kumar Basak, residing at Surendra Nath Colony, Nabapally, P.O. Nabapally, P.S. Barasat, Dist. North 24 Parganas, Kolkata-700126, 2. **SRI SANKAR CHANDRA MONDAL**, PAN No. AFSPM9713P, son of Late Kalipada Mondal residing at Noapara Kalibari Road, P.O & P.S.- Barasat, District North 24 Parganas, Kolkata-700124, both by nationality-Indian, by faith-Hindu, by occupation-Business, hereinafter called and referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs and successors, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

SHYAM SUNDAR CONSTRUCTION PAN-AFAFS5890R, a Partnership firm having its office at Surendra Nath Colony, Nabapally, P.O.- Nabapally, P.S.- Barasat, Dist. North 24 Parganas, Kolkata-700126, represented by its partners 1. **SRI GORACHAND BASAK**, PAN-AEAPB6828F son of Late Anil Kumar Basak, residing at Surendra Nath Colony, Nabapally, P.O. Nabapally, P.S. Barasat, Dist. North 24 Parganas, Kolkata-700126, 2. **SRI SANKAR CHANDRA MONDAL**, PAN-AFSPM9713P, son of Late Kalipada Mondal residing at Noapara Kalibari Road, P.O P.S.- Barasat, District North 24 Parganas, Kolkata-700124, both by nationality--Indian, by faith--Hindu, by occupation--Business, hereinafter



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called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS all that piece and parcel of Bastu Lands measuring an area 6 Cottahs 14 Chittacks 27 sq.ft. (M/L) of C.S Plot No. 1124 corresponding to R.S. Plot No. 2044 under C.S Khatian No. 670 R.S. Khatian No.1101 under modified Khatian No. 1478 situated at **Mouza- Noapara, J.L. No. 83**, Re: Su: No. 137 under P.S. Barasat in the district of North 24 Parganas along with a 2(two) storied building standing thereon was owned and possessed by one Dr. Pannalal Dhar being its absolute owner, which he got by way of purchase vide Deed No. 9164 for the year 1961 registered in the office of S.R Barasat.

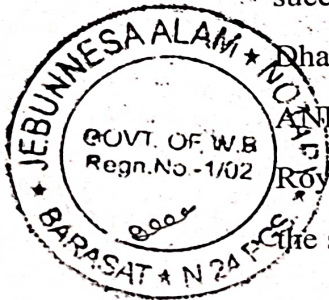
AND WHEREAS while said Dr. Pannalal Dhar owned and possessed the property as above being its absolute owner, he expired leaving behind Partha Dhar his son Sukla Dutta, Sankari Guha & Sikha Roy his daughters and Arati Dhar his widow as his heirs and successors, who jointly got the property as above by way of inheritance.

AND WHEREAS said Arati Dhar expired leaving behind Partha Dhar her son Sukla Dutta, Sankari Guha & Sikha Roy her daughters as her heirs and successors, who jointly got the entire property as above left by said Dr. Pannalal

Dhar & Arati Dhar by way of inheritance.

AND WHEREAS while said Partha Dhar, Sukla Dutta, Sankari Guha & Sikha Roy jointly owned and possessed the property as above, they jointly transferred

the same in favour of the present owners by way of sale by virtue of a Deed of



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sale being No. 10646 dated 05/08/2013 registered in the office of D.S.R-II, North 24 Parganas at Barasat.

AND WHEREAS the property as above was mutated in the name of the present owners under Holding No. 62, N.D.P-I, Bijaylaxmi Colony, under Ward No. 5 of Barasat Municipality.

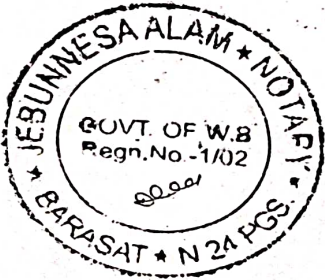
AND WHEREAS the Lands as above was duly recorded in the name of the present owners under L.R Khatian Nos. 1411 & 1412 as the Lands of L.R Plot No. 2044.

AND WHEREAS the Lands more fully described in the schedule hereunder are owned seized and possessed by the present owners being its absolute owner.

AND WHEREAS the present owners while in peaceful possession and enjoyment of the said Lands on demolition of old structure intend to construct a multi-storied building in respect of the Lands more fully described in the schedule of this Development Agreement on joint venture basis.

AND WHEREAS the owners and Developer jointly entered into this agreement with the terms and conditions described herein below :-

1. That a multi storied building plan will be sanctioned with the cost and expenses of the developer in respect of the lands more fully described in the schedule hereunder and to that effect the owners are bound to give necessary no objection or consent in writing if and when required. The owners are also bound to co-operate in every stage in constructing the multi storied building in respect of the land more fully described in the schedule of this agreement and vice versa.



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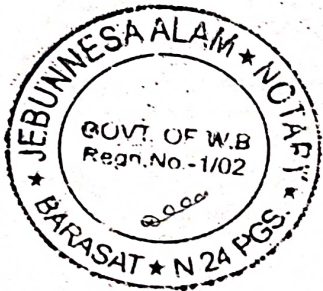
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2. That the construction works of the proposed multi storied building will be completed within **30 thirty months** from the date of sanction of multi-storied building plan to be sanctioned by the Municipal Authority in respect of the lands more fully described in this agreement.
3. That the proposed multi storied building will be completed with the cost and expenses of the developer. In this regard no single farthing will be spent or given by the owners and there is no risk on the part of the owners.
4. **“OWNER’S ALLOCATION”** : The owners are jointly entitled to get **1500 sq.ft** covered area along with proportionate share of stair-case on the **Ground Floor South side /Front side** of the proposed multi-storied building together with undivided proportionate share of underneath Lands with right to use all common facilities, amenities and common areas of the said building i.e. stair-case, lift, roof, common area, common portion of the multi-storied building etc.

The owners are jointly entitled to get non-refundable and non-adjustable sum of total **Rs. 20,00,000.00 (Twenty Lakh) only**, which will be made payment in favour of the owners by the Developer as mutually agreed in between the parties.

5. **“DEVELOPER’S ALLOCATION”** : Save and except the Owner’s allocated portion of the proposed multi storied building admeasuring **1500 Sq.ft.** Covered area on the Ground Floor for commercial purpose as above the remaining portion of the proposed multi-storied building will be treated and considered as **“DEVELOPER’S ALLOCATION”** together with undivided proportionate share of the underneath land with right to use all common facilities, amenities and common areas of the said building i.e. staircase, roof, common area, common portion of the multi storied building



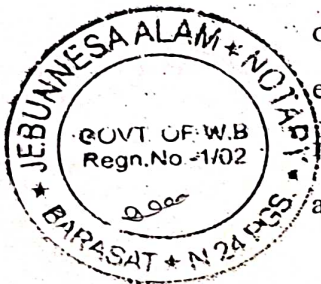
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etc. AND the Developer shall have every right to sell, lease, gift, mortgage and to rent out the said Developer's allocation to any third party or any intending purchaser or purchasers at any price at any time as the Developer think best, fit and proper after completion of construction.

6. That with a view to construct the new multi storied building on the said lands described in the Schedule hereunder written the owners will hand over the original copy of deeds, tax receipt, Khajna receipt, Parcha or Record of Rights etc. in favour of the proprietor of the Developer.
7. That the Owners do hereby declare and represent that they have good and absolute right, title and interest over the said property mentioned in Schedule herein below without any claim, right, title or interest of any other person and the owners have good marketable title and absolute right to enter into this agreement with the Developer and this lands are not objectionable according to Land Ceiling Act and the same were/are not acquired by the State Govt.
8. That the construction works of the proposed multi storied building will be done under the supervision of the architect or civil engineer and both the parties shall be bound to obey the recommendation of the engineer or the architect appointed by the developer.
9. That the owners are bound to make delivery of physical possession or to hand over the physical possession in favour of the developer at any time on execution of this indenture and on taking delivery of possession of the lands for construction, the developer will pay all the taxes and rents of the lands and bound to pay the same until and unless the construction is completed.

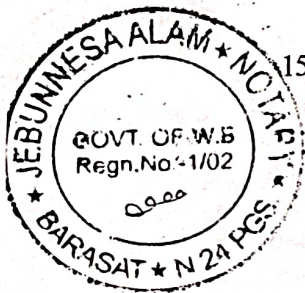


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10. That on getting sanction of plan in respect of the lands as above the Developer will start the construction works of the proposed multi-storied building and the same will be completed within 30 (thirty) months from the date of sanction plan.
11. That the Developer is entitled to take project loan from any bank or any financial institution in respect of construction of proposed multi-storied building to be sanctioned by the Municipal Authority and the owners will have "no objection" moreover the owners will have full consent to that effect. The owners are also bound to execute/ sign on the necessary papers/documents if and when required in this regards.
12. That on execution of this agreement the owners are not entitled to lien, charge, mortgage, transfer, gift or sell the scheduled property with/to any other persons.
13. That this agreement and the clauses herein are subject to 'force majeure' which mean and include earthquake, flood, riot, storm, tempest, civil commotion, war, strike, lock-out or any other act beyond the control of the parties hereto at the duration whereof the obligations of the parties hereto shall remain suspended.
14. That the developer will be liable to compensate the owner adequately in the event of premature termination of the development agreement.
15. That on execution of this agreement a development power of attorney is also executed by the owner in favour of the partners of the developer with the terms and conditions stated therein.



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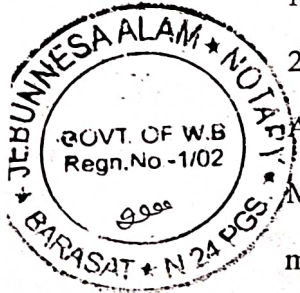
16. That the terms and conditions stated in this agreement is treated and considered as the part and parcel to each other.

17. That if the terms and conditions as stated in this development agreement is neglected by any of the parties, the harmful party will be entitled to get relief or relieves through court of laws.

PROVIDE ALWAYS that expression **OWNERS** shall unless excluded by or repugnant to the context be deemed to mean and include their heirs and successors, executors, administrators, legal representatives and assigns and the expression **DEVELOPER** also hereinbefore used which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, executors, administrators, legal representatives and assigns.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu Lands measuring an area 6 Cottahs 14 Chittacks 27 sq.ft. (M/L) of C.S Plot No. 1124 corresponding to R.S. & L.R Plot No. 2044 under C.S Khatian No. 670 R.S. Khatian No.1101 under modified Khatian No. 1478 under L.R Khatian Nos. 1411 & 1412 situated at Mouza-Noapara, J.L. No. 83, Re: Su: No. 137 under P.S. Barasat in the district of North 24 Parganas comprised in pargana Anowarpur within the jurisdiction of A.D.S.R.-Kadambagachi within the limits of Ward No. 5 of Barasat Municipality under Holding No. 62, N.D.P-I, Bijaylaxmi Colony is the subject matter of this Development Agreement and the same is butted and bounded by :-



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ON THE NORTH : Pond of Brajendra Nath Bhattacharya.

ON THE SOUTH : 30 Feet wide Baluria Road.

ON THE EAST : Schem Plot No. 15 of Brajendra Nath Bhattacharya.

ON THE WEST : Schem Plot No. 13 of Siddheswar Bandopadhyay.

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

SIGNED SEALED AND DELIVERED

in the presence of Witnessess :

1. *[Handwritten signature]*
A. N. Guha Roy

2. Rima Barak
S N Colony,
Nabapally,
Barasat

[Handwritten signature]
Sankar Chandra Mondal
Signature of the Owners

[Handwritten signature]
Sankar Chandra Mondal
Signature of the Developer

Drafted by :

[Handwritten signature]
A.N. Guha Roy
Advocate
Barasat Judges Court



LASER COMPOSED BY :

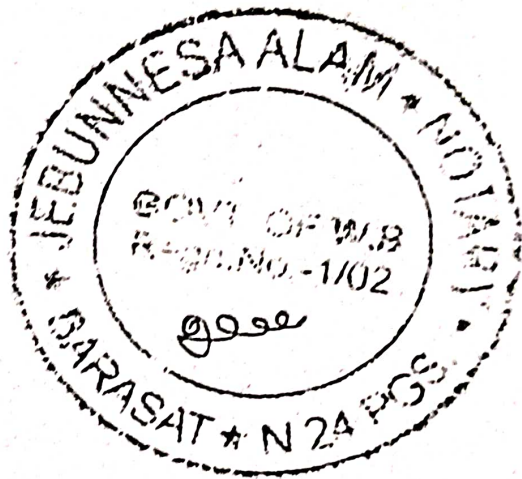
[Handwritten signature]
Partha Sarkar
Partha Sarkar
Barasat Court.

ATTESTED
[Handwritten signature]
Jebunnesa Alam
Notary Public
Barasat, 24 Pgs. (N)
REGN No. 1/02

THIS DOCUMENT CONTAINS *[Handwritten number]*
PAGES AND CHECKED BY

[Handwritten signature]
Notary Clerk

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Instrument - "A"

Of

NOTARIAL CERTIFICATE

NR. NO. 35393..... Date 03/8/23.....

By

JEBUNNESA (KHATUN) ALAM

M. A., LL.B.,

NOTARY PUBLIC



Residence :-
Geetanjali Apartment, (Flat No. 104)
3. Jessore Road, Chapadali, Barasat.
North 24 Parganas, West Bengal
Pin - 700 124

Jebunnesa (Khatun) Alam



Jebunnesa (Khatun) Alam

Notary Public
Office at :- District Judges' Court Prem
Barasat, North 24 Parganas, West B.
INDIA