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भारतीय गैर न्यायिक  
भारत INDIA

रु. 500



FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

W प्रसिद्ध बंग पश्चिम बंगाल WEST BENGAL

G 812444

Certified that the document is admitted to registration. The signature sheets and the endroesment sheets attached with this document are the part of this document.

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District Sub-Registrar-V  
Alipore, South 24 Parganas

10 MAR 2016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 10th day of March, Two Thousand Sixteen (2016), BETWEEN (1) SMT. GOURI DATTA, wife of Late Pradip Kumar Datta, by faith-Hindu, by occupation- Housewife, by Nationality - Indian, (2) SRI DEBRAJ DATTA, son of Late Pradip Kumar Datta,

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by faith-Hindu, by occupation - Advocate, by Nationality – Indian and (3) **SRI DEBOJYATI DATTA**, son of Late Pradip Kumar Datta, by faith - Hindu, by occupation - Student, by Nationality – Indian, all residing at 10, South Park, P.O. Santoshpur, Police Station – Survey Park, Kolkata - 700 075, jointly 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, executors, administrators, legal representatives and assigns) of the **FIRST PARTY**.

**A N D**

**M/S. M.M.ENTERPRISE**, a proprietorship concern having its office at 2/1, South Road, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, represented by its sole proprietor namely **SRI DEBAPRIYA DHAR**, son of Sri Debabrata Dhar, by religion- Hindu, by occupation- Business, residing at 2/1, South Road, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, District – South 24-parganas hereinafter mentioned as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the context mean and include the successors-in-office and his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PARTY**.

**WHEREAS** one **Smt. Provashini Datta**, wife of Sri Debendra Chandra Datta of 157E, Fern Road, Ballygunge, P.S. Tollygunge, District – 24 Parganas, had purchased **ALL THAT** piece and parcel of bastu land measuring about **6 Cottahs 06 Chittacks 33 Sq.ft.** be the same a little more or less being the portion of C.S. Dag No. 70 & 73 appertaining to C.S. Khatian No. 167,

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comprising in Mouza - Santoshpur, Pargana - Khaspur, Revenue Survey No.18, J.L. No.22, District Collectorate Touzi No. 151, within the now A.D.S.R. at Sealdah, District Sub-Registrar Office at Alipore, from the then Modern House and Land Development Company a Limited Company of 9, Gariahat Road, P.S. Ballygunge, District - 24 Parganas by a Bengali Bikroy Kobala dated 29.02.1952 and the said Bengali Bikroy Kobala was registered in the office of the Sadar Joint Sub-Registrar of Alipore, 24 Parganas and recorded in Book No. I, Volume No. 30, Pages 105 to 111, Being No. 1236 for the year 1952, for a valuable consideration mentioned therein.

**AND WHEREAS** after purchase the aforesaid landed property the said **Smt. Provashini Datta**, became absolute owner of the land **6 Cottahs 06 Chittacks 33 Sq.ft.** be the same a little more or less and she constructed a two storied building on part of the said plot of land and started living with her family members.

**AND WHEREAS** during possession of the aforesaid land with building said **Provashini Datta**, died intestate on **27.07.1966**, leaving behind her only son namely Sri Pradip Datta and six nos. married daughter namely **(1) Smt. Santilata Pal**, wife of Late Dr. Surendra Chandra Pal, **(2) Smt. Basanti Pal**, wife of Sri Chittaranjan Pal, **(3) Smt. Sima Das**, wife of Sri Prasanta Kumar Das, **(4) Smt. Ruma Biswas**, wife of Sri Prasanta Biswas, **(5) Smt. Ranu Majumder**, wife of Sri Sudhir Majumder and **(6) Sobha Rani Das**, wife of Dr. Harihar Das, (her husband namely Late Debendra Chandra Datta, having predeceased her earlier) as her legal heirs and successors who have inherited the property

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morefully stated hereinbefore according to Hindu Succession Act. and they became joint owners and each having  $1/7^{\text{th}}$  share of land and building left by said **Provashini Datta**.

**AND WHEREAS** during possession the aforesaid heirs of said **Provashini Datta**, jointly sold some of land out of total land measuring **6 Cottahs 06 Chittacks 33 Sq.ft.** be the same a little more or less and remaining land area measuring **5 Cottahs 07 Chittacks 00 Sq.ft.** be the same a little more or less together with 2 storied building standing thereon and they seized and possessed jointly.

**AND WHEREAS** thereafter one of the Owners namely **Sobha Rani Das**, wife of Dr. Harihar Das, died intestate on 27.04.1987, leaving behind her only daughter namely Smt. Krishna Paul, wife of Sri Nupur Krishna Paul and three sons namely **(1) Sri Goutam Das, (2) Sri Sushanta Das and (3) Sri Debashis Das**, all sons of Late Dr. Harihar Das, (her husband namely Late Dr. Harihar Das having predeceased her earlier) as her legal heirs and successors who have inherited the property morefully stated hereinbefore according to Hindu Succession Act. and they became joint owners and each having  $1/4^{\text{th}}$  share of  $1/7^{\text{th}}$  share of total land and building left by said **Sobha Rani Das**, since deceased.

**AND WHEREAS** while said **Smt. Santilata Pal, wife of Late Dr. Surendra Chandra Pal**, enjoying the aforesaid landed property with other co-owners jointly, she made a gift of her  $1/7^{\text{th}}$  share of total landed property, transferred in favour of her brother namely Sri Pradip Kumar Datta, son of Late Debendra

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Chandra Datta, by a registered Deed of Gift (Bengali Danpatra) dated 09.02.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 31, Pages 143 to 149, Being No. 1491, for the year 1988.

**AND WHEREAS** while said **Smt. Basanti Pal, wife of Sri Chittaranjan Pal**, enjoying the aforesaid landed property with other co-owners jointly, she made a gift of her 1/7<sup>th</sup> share of total landed property, transferred in favour of her brother namely Sri Pradip Kumar Datta, son of Late Debendra Chandra Datta, by a registered Deed of Gift (Bengali Danpatra) dated 09.02.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 31, Pages 150 to 156, Being No. 1492, for the year 1988.

**AND WHEREAS** while said **Smt. Sima Das, wife of Sri Prasanta Kumar Das**, enjoying the aforesaid landed property with other co-owners jointly, she made a gift of her 1/7<sup>th</sup> share of total landed property, transferred in favour of her brother namely Sri Pradip Kumar Datta, son of Late Debendra Chandra Datta, by a registered Deed of Gift (Bengali Danpatra) dated 09.02.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 31, Pages 157 to 164, Being No. 1493, for the year 1988.

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**AND WHEREAS** while said **Smt. Ruma Biswas, wife of Sri Prasanta Biswas,** enjoying the aforesaid landed property with other co-owners jointly, she made a gift of her 1/7<sup>th</sup> share of total landed property, transferred in favour of her brother namely Sri Pradip Kumar Datta, son of Late Debendra Chandra Datta, by a registered Deed of Gift (Bengali Danpatra) dated 09.02.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 31, Pages 165 to 171, Being No. 1494, for the year 1988.

**AND WHEREAS** while said **Smt. Ranu Majumder, wife of Sri Sudhir Majumder,** enjoying the aforesaid landed property with other co-owners jointly, she made a gift of her 1/7<sup>th</sup> share of total landed property, transferred in favour of her brother namely Sri Pradip Kumar Datta, son of Late Debendra Chandra Datta, by a registered Deed of Gift (Bengali Danpatra) dated 09.02.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 33, Pages 170 to 177, Being No. 1495, for the year 1988.

**AND WHEREAS** while said **Smt. Krishna Paul, wife of Sri Nupur Krishna Paul and also daughter of Late Dr. Harihar Das, and (1) Sri Goutam Das, (2) Sri Sushanta Das and (3) Sri Debashis Das,** all sons of Late Dr. Harihar Das and Sobha Rani Das, enjoying the aforesaid landed property with other co-owners jointly, she made a gift of their 1/7<sup>th</sup> share of total landed property, transferred in favour of their uncle namely Sri Pradip Kumar Datta, son of Late Debendra Chandra Datta, by a registered Deed of Gift (Bengali Danpatra) dated

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13.12.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 328, Pages 32 to 40, Being No. 13761, for the year 1988.

**AND WHEREAS** by virtue of aforesaid 6 Nos. Gift Deed and by virtue of inheritance said Pradip Kumar Datta, son of Late Debendra Chandra Datta, became the absolute owner of landed property more fully described in the Schedule hereunder written.

**AND WHEREAS** during possession of the aforesaid land with building said Pradip Kumar Datta, died intestate on 06.10.2015, leaving behind him his wife namely **SMT. GOURI DATTA**, and two sons namely **(1) 2) SRI DEBRAJ DATTA** and **(2) SRI DEBOJYATI DATTA**, as her legal heirs and successors who have inherited the property morefully stated hereinbefore according to Hindu Succession Act. and they became joint owners and each having 1/3rd share of land and building left by said **Pradip Kumar Datta**.

**AND WHEREAS** by virtue of inheritance **(1) SMT. GOURI DATTA, (2) SRI DEBRAJ DATTA** and **(3) SRI DEBOJYATI DATTA**, the First Party herein became the absolute joint owners of the **ALL THAT** piece and parcel of bastu land measuring about **5(five) Cottahs 06 (Six) Chittacks 34 Sq.ft.** be the same a little more or less together with 2 storied building standing on part thereof being the portion of C.S. Dag No. 70, appertaining to C.S. Khatian No. 167, under **R.S. Dag No. 78/1004 appertaining to R.S. Khatian 874**, comprising in Mouza - Santoshpur, Pargana – Khaspur, Revenue Survey No.18, J.L. No.22, District

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Collectorate Touzi No. 151, within the A.D.S.R. at Sealdah, District Sub-Registrar Office at Alipore, which is at present within the jurisdiction of The Kolkata Municipal Corporation, under Ward No. **103**, Police Station – formerly Purba Jadavpur now Survey Park, in the District of South 24-Parganas, being K.M.C. Premises No. **12, South Park, (mailing address 10, South Park), Kolkata-700 075, Ward No. 103**, being Assessee No. 311034400123 and mutated their names in the office of the Kolkata Municipal Corporation which recorded and numbered as K.M.C. **Premises No. 12, South Park, (mailing address 10, South Park), Kolkata-700 075, Ward No. 103** and have been paying taxes to the K.M.C. authorities concerned and seized and possessed the said property morefully described in the First Schedule hereunder.

**AND WHEREAS** over since then the owners herein are fully seized and possessed of the said land measuring about **5(five) Cottahs 06 (Six) Chittacks 34 Sq.ft.** togetherwith two storied building standing thereon being K.M.C. **Premises No. 12, South Park, (mailing address 10, South Park), Kolkata-700 075, Ward No. 103**, free from all encumbrances, charges, liens and/or lispens etc. morefully described in the First Schedule hereunder hereafter called "Said Premises".

**AND WHEREAS** the owners the First Part herein are desirous to develop and promote the First Schedule land after demolishing the old 2 storied building in joint venture by construction **G + 4** storied residential building with several flats and car parking spaces on ownership as per sanction plan to be sanctioned by the Kolkata Municipal Corporation on the said property more fully and particularly



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described in the **FIRST SCHEDULE** below and as such the **FIRST PARTY** herein approached the **SECOND PARTY** herein to raise such construction at his cost and/or at the cost of his nominee on the **FIRST SCHEDULE** property as per the plan to be sanctioned by the Kolkata Municipal Corporation for the benefit of the parties to this Agreement.

**AND WHEREAS** the Second Party being the Developer herein after considering the proposal of the First Party – the Owners, herein have agreed to raise a **G + 4** storied residential building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation at his own costs and/or his nominees' cost on the property described in the First Schedule below on certain terms and conditions to which the parties herein agreed.

**AND WHEREAS** in consideration of the said offer and acceptance the parties herein executed this agreement with the terms and conditions whereas as follows:-

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

1. **OWNERS** shall mean (1) **SMT. GOURI DATTA**, (2) **SRI DEBRAJ DATTA** and (3) **SRI DEBOJYATI DATTA**, their heirs, successor/ successors, legal representative/ representatives and assign/ assigns.
2. **DEVELOPER** shall mean **M/S. M.M.ENTERPRISE**, a proprietorship concern having its office at 2/1, South Road, P.S. South Park, Kolkata – 700 075, represented by its sole proprietor namely **SRI DEBAPRIYA DHAR**, son of Sri Debabrata Dhar, by religion- Hindu, by occupation-

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Business, residing at 2/1, South Road, P.S. South Park, Kolkata – 700 075, District – South 24-parganas the second part herein and his heir/heirs, successor/ successors, successors-in-office, legal representative/ representatives and assign/assigns.

3a) **THE SAID PROPERTY** shall mean **ALL THAT** piece and parcel of bastu land measuring about **5(five) Cottahs 06 (Six) Chittacks 34 Sq.ft.** be the same a little more or less together with 2 storied building standing on part thereof being the portion of C.S. Dag No. 70, appertaining to C.S. Khatian No. 167, under **R.S. Dag No. 78/1004 appertaining to R.S. Khatian 874**, comprising in Mouza - Santoshpur, Pargana – Khaspur, Revenue Survey No.18, J.L. No.22, District Collectorate Touzi No. 151, within the A.D.S.R. at Sealdah, District Sub-Registrar Office at Alipore, which is at present within the jurisdiction of The Kolkata Municipal Corporation, under Ward No. **103**, Police Station – formerly Purba Jadavpur now Survey Park, in the District of South 24-Parganas, being K.M.C. Premises No. **12, South Park, (mailing address 10, South Park), Kolkata-700 075, Ward No. 103**, being Assessee No. 311034400123

3(b) **TITLE DEEDS** : shall mean Deeds and Tax receipts.

4. **BUILDING** shall mean and **G + 4** storied building consisting of several flats and car parking spaces to be constructed on the First Schedule land by the Developer, second party at their own cost as per building plan to be sanctioned by the K.M.C. hereinafter called the "Said Building" at the premises mentioned in earlier paragraph.