

5
20/03/2012
Mridul Das.
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Riba Mitra

AND WHEREAS the legal heirs of said Janaki Ballav Biswas and rest 3 above has decided to sell the said land and tin shed house jointly being undivided property and the predecessor of **1st part** hereunder has decided to purchase and purchased the said land and house respectively which now under this Development Agreement being Schedule - A, hereunder. As such, by their reciprocal acceptance the said legal heirs herein above has sold the said Schedule - A, property to the predecessor of 1st part namely Lt. Mihir Kumar Das by the sale deed being title deed no Book I, 3898 of 89 dated 03.11.89 of District Sub Register Coochbehar. The said Mihir Kumar Das (since deceased) on mutation before the West Bengal Land Reforms Department has recorded the said land in his name vide LR Khatian No: P/4697 and finally Khatian No - 7147 details of which is given in the forgoing paragraphs hereunder. The said Lt. Mihir Kumar Das on correction of Assessment Register of Coochbehar Municipality also obtained the Holding No 493/13051 of H.N. Road, Municipal Ward No 18 of said Municipality and paid Tax accordingly.

AND WHEREAS the said predecessor of the **1st part** hereunder has died on 24/03/2012 leaving behind him the 4 members of **1st Part** hereunder as his exclusive legal heirs.

AND WHEREAS in the meantime the first part is in possession of the said Scheduled Property collectively under their joint Khash possession.

AND WHEREAS the said **FIRST PART** being the absolute Owner and physically possessor of the said piece and parcel of land along with the house standing thereon has now decided to develop the said Property being land hereinabove under the Joint Venture Programme upon demolition of

Cooch Behar
5 9 JUL 2012

19/7/20
Majidul Doss.
Majidul Doss.
Rita Mitra

the said old dilapidated building by erecting a multistoried building having with Car Parking spaces upon obtaining sanction of Building Plan/plans/permits from the local civic body being the Coochbehar Municipality and the bodies and other authorities relates thereto for the purpose of aforesaid sanction.

AND WHEREAS the **SECOND PART** herein being a Body Corporate under The Companies Act, 2013 is also working in the similar line of Development of Properties and being approached by the **FIRST PART** finally on 09th July, 2020 has discussed the said proposal for development with **FIRST PART** on the day and by their Board meeting dated 10th July, 2020 held in the Coochbehar Office the **SECOND PART** has taken decision to participate in the said Project as Developer/Promoter and thereby a further meeting dated 13.07.2020 was held between **FIRST PART** and **SECOND PART** in the Chamber of their Joint Learned Counsel appointed to this respect in his Coochbehar Chamber on the said 13.07.2020, and both the Parties have agreed to proceed in the said Project by their reciprocal acceptance and thereby their consent to this effect to the and accordingly by instructing their Common Learned Counsel Advocate to proceed for preparation of Legal documents to this effect.

NOW ON THE BACKGROUND ABOVE THIS DEVELOPMENT AGREEMENT FOR LANDED PROPERTIES IS WITNESSETH AS FOLLOWS: -

1. That the total Bastu land of the **1st part** i.e. OWNER in the respective Title Deed with house is around 2520 sq. ft i.e. 3.5 Kathas with additional 360 sq.ft as per khash and physical possession and thereby having with

Cooch Behar
5 JUL 2020

7
Cool No. F 2751
Mridul Das.
Mridul Saha Das.
Rita Mitra

2880 sq.ft land more or less within the same boundary under Khash possession of the **1st part** thereby a total 4 Kathas of land Contained with Tin shed home. The entrance of the property i.e. land and home is from the 40 feet more or less wide H.N. Road byelane, Patakura for the Plot Owner under this agreement having with clear entry to their land. The existing house of the said **FIRST PART** shall be demolished by the **2nd part** i.e. **DEVELOPER**. The demolition cost shall be borne by the **2nd part** i.e. Developer on selling the aforesaid building materials if any on demolition. Any additional cost to this effect shall be paid by the **2nd part** and as such in case of excess of sale price above on meet the aforesaid demolition cost shall be forfeited to **2nd part**. The First part therefore shall not be entitled to any sale price above but shall be responsible otherwise to this effect for peaceful demolition above and shall clear all arrears, dues till today for the property above. The physical possession of said landed properties is already handed over to **EVANGEL INDIA INFRASTRUCTURE PRIVATE LIMITED** with effect from this date of execution of this Agreement and at 8:00 A.M. by going to the said premises to be developed to Sri Aranyak Dhar, son of Sri Debabrata Dhar, Managing Director (M.D) of the said company before signatures to the Agreement in presence of witnesses Smt. Sonamuni Saha Das, wife of Sri. Mridul Das hereunder. The **1st Part** also hand over the keys of the said house. Household equipments of **1st Part** is dumped in a room of said house and shall be removed by him i.e. First Part to the rented house forthwith being arranged the same and within the removal of difficulties of holding numbers and mutation and change of Assessment registrar in the name of Owners at their cost and which ever is earlier. The schedule of the said landed properties is described in the **SCHEDULE "A"** hereunder. The other

2
5 4 JUL 2020
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Mridul Das

15/7/15
Sudhakar Das.
Mehal Das.
Rita Mitra

rights and obligations are also described from **SCHEDULE "B"** to **"J"** hereunder. It is needless to say that if occasion arises Second Part shall be entitled to club together any adjacent land with this proposed Development but however same shall not disturb the **Owners' Allocation** as hereunder.

2. That since the Land and house of First Part is the inherited property as such during demolition, on domestic relation for any loss and claim thereof by anyone under domestic relation the **First Part** shall meet such claims from their own resources if consent not obtained or also otherwise and shall keep the Second Part indemnified and harmless from any such sufferings if so arises.

3. That soon all the legal compliance if any for the respective premises being Schedule 'A' hereunder is complied with by the **1st Part** at his own cost relates to its Title Deed if any and allied thereto through the chamber of Learned Counsel Mr. Roy through his Ld. Senior/Junior as the case may be and within 30 days thereof the **2nd Part** shall pay a reasonable monthly rent of maximum Rs. 4,000/- (Four Thousand) only, to the **1st Part** for their accommodation through cheque or bank transfer towards monthly rent. However, it is made clear that within 30 days from the execution of this Agreement the **1st Part** shall remove their all belongings from the said property and the **2nd Part** shall proceed from 31st day and their after as the case may be for demolition of said house as per its suitability.

4. That the ratio of Owner's allocation is settled for 2 Flats having with 2 Bedrooms with living /dining, two wash rooms, kitchen for each flat with proportionate share of land underneath with all common and usable rights in the said proposed project as per the DEVELOPER'S choice and discretion

54 JUL 15