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District Sub-Registrar-V  
Alipore, South 24 Parganas

11 APR 2016

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this the 11<sup>th</sup> day of April 2016 (Two Thousand Sixteen) BETWEEN

MASTER MIND MEGALIVING

Souf Lakshmi  
Proprietor

MASTER MIND MEGALIVING

Souf Lakshmi  
Proprietor

11-4-16  
8-1-143829/16

Shuleasinh Kattacherje

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2020 -7 APR 2016 1000

No. of ...  
 Name of ... Shri. Kamish Bhatta Charjee S Anolker  
 Address ... Raja Samantoham Path, Nabongar  
 P. S. ... Chakr  
 Vendor ... Shri  
P.O. Nimta  
Pin 700051

Santosh Kr. Dey  
 ALIPUR POLICE COURT  
 Kolkata 27

(Faint, illegible text, possibly a stamp or header)



Nilu Mondal  
 S/o Late C.L. Mondal  
 41/A, K.S. Road  
 P.O. Santoshpur  
 P.S. Purba Jadarpur  
 Kal-75

District Sub-Registrar-V  
 Alipore, South 24 Parganas

11 APR 2016

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**(1) SHUBASISH BHATTACHARJEE, PAN AEFPB 4006C**, Son of Sri Sontosh Bikash Bhattacharjee by Faith Hindu, by Occupation- Business, by Nationality-Indian, residing at C/o. Shasdadhar Chakraborty, Raja Rammohan Path, Nabanagar, Birati, P.S. Birati, Post Office : Nimta, Kolkata-700051, District : North 24-Parganas and **(2) SRI TITASH DASGUPTA, PAN AEXPD 4383A**, Son of Late Tushareswar Dasgupta, by Faith Hindu, by Occupation- Business, by Nationality- Indian residing at C/o. R. Dasgupta, 20M, Station Road, Dhakuria, P.O. Dhakuria, Police Station: Jadavpur, Kolakta-700031, District South 24-Parganas , at present 113, Block C. Bangur Avenue, P.O. Bangur Avenue, Police Station:. Lake Town, Kolkata-700055, District North 24-Parganas, hereinafter jointly called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by, or repugnant to subject or context be deemed to mean and each of their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**:

**AND**

**"M/S. MASTER MIND MEGALIVING"** a Proprietorship Firm PAN: AEUPC1677H, having its registered Office at 32/2A, East Road, Santoshpur, Post Office : Santoshpur, Police Station:

Shubasish Bhattacharjee

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Proprietor

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Alipore, South 24 Parganas

11 APR 2016

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Proprietor

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*Says* (Signature)  
Proprietor

Survey Park, Kolkata : 700075, District : South 24 Parganas, represented by its sole Proprietor namely SRI SANJAY CHAKRABORTY, son of Sri Sisir Chakraborty, PAN : AEUPC1677H, by faith : Hindu, by occupation : Business, by nationality : Indian, residing at 16, Lake East 4<sup>th</sup> Road, Modern Park, Post Office : Santoshpur, Police Station : Survey Park, Kolkata : 700075, District : South 24 Parganas, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS :-

- A. One Ashoke Kumar Roy Chowdhury, Malin Kumar Roy Chowdhury and Anil Kumar Roy Chowdhury were the recorded Owners of land measuring about 210 decimal in R.S. Dag Nos.1002, 958, 998, 1030 and 1032 under Khatian Nos.484, 482, 485, 528, 527, 530 and 531 in Mouza-Rajapur, J.L. No.23, Pargana-Khaspur, R.S. No.14, Touji No.109 the then under Police Station : Tollygunge, thereafter Kasba, District-24 Parganas (South).

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Alipore, South 24 Parganas

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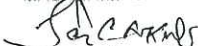
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- B. While in possession said Malin Kumar Roy Chowdhury died leaving behind Smt. Nilima Roy Chowdhury, Tripti Bose, Dipti Palit, Supti Majumder and Samapti Ghosh as his heirs who jointly inherited the share of the said deceased.
- C. Said Anil Kumar Roy Chowdhury also expired leaving behind Smt. Roma Roy Chowdhury, Dipak Kumar Roy Chowdhury and Manasi Mitra as his heirs and successors who jointly inherited the share of the said deceased.
- D. Accordingly said Ashoke Kumar Roy Chowdhury and heirs of said Malin Kumar Roy Chowdhury and Anil Kumar Roy Chowdhury became the joint owners of the said property and were in possession thereof by paying all the rent and taxes therefor.
- E. By one Deed of Conveyance executed on 08/12/1995 and registered on 18/12/1995 said Ashoke Kumar Roy Chowdhury and all his said co-shares joint sold and transferred land measuring about 27 <sup>2</sup>/<sub>5</sub> <sup>th</sup> decimal more or less being the demarcated portion out of their said total land in R.S. Dag No.1002 under Khatian Nos.484, 528 and 531 in Mouza-Rajapur the then under Police Station-

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Alipore, South 24 Parganas

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Kasba, to Sri Partha Some and Smt. Mahua Some for consideration mentioned therein. Said Deed was registered in the office of the District Registrar-III at Alipore and recorded in Book No.1 and Being No.1858, for the year 1995.


F. Being the owners in the manner stated above said Partha Some and Mahua Some by one Deed of Conveyance dated 19.12.1995 registered on 21.05.1996 sold specifically demarcated land measuring about 4 (Four) Cottahs 3 (Three) Chittaks and 5 (Five) Square Feet more or less out of their said total land to Sri Shubhasish Bhattacharjee, the Owner No.1 herein for consideration. Said Deed was registered in the office of D.S.R.-III, Alipore and recorded in Book No.1, Volume No.16, Pages 420 to 435, Being No.781, for the year 1996.

G. After purchase the said Shubhasish Bhattacharjee has been seized, possessed and enjoyed the said land without any interruption or hindrances from others, mutated his name in the Kolkata Municipal Corporation, Assessment Register, paying necessary taxes as owner and also after such mutation the said property was known and


Shubhasish Bhattacharjee



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numbered as the Premises No.1461, Survey Park, Kolkata : 700075, Assessee No.31-109-13-6196-0.

H. Further, the said Partha Some and Smt. Mahua Some sold, conveyed and transferred all that piece and parcel of a plot of land measuring about 4 (Four) Cottahs 3 (Three) Chittaks and 5 (Five) Square Feet more or less out of 27 <sup>2</sup>/<sub>5</sub><sup>th</sup> decimals lying and situate at Mouza-Rajapur, J.L. No.23, R.S. No.14, under Touji No.109, comprising in R.S. Khatian No.11, under khanda Khatian Nos.484, 528, 531, appertaining to R.S. Dag No.1002, within the Ward No.109 of the Kolkata Municipal Corporation, within Police Station-Purba Jadavpur now Survey Park, Additional District Sub-Registry office at Sealdah, in the District of South 24 Parganas to Sri Titash Dasgupta, son of Late Tushareswar Dasgupta, residing at C/o. R. Dasgupta, 20M, Station Road, Dhakuria, Post Office-Dhakuria, Police Station-Jadavpur, Kolkata-700031, District : South 24 Parganas, at present 113, Block-C, Bangur Avenue, Post Office-Bangur Avenue, Police Station-Lake Town, Kolkata-700055, District-North 24 Parganas, by a Deed of Sale, executed on 19/12/1995 and registered at D.S.R.-III, Alipore and recorded in Book

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Alipore, South 24 Parganas

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Proprietor

No.I, Volume No.16, Pages 404 to 419, being No.780, for the year 1996.

- I. After purchase the said Sri Titash Dasgupta has been seized, possessed and enjoyed the said land without any interruption or hindrances from others, mutated his name in the Kolkata Municipal Corporation, Assessment Register, paying necessary taxes as owner and also after such mutation the said property was known and numbered as the Premises No.1462, Survey Park, Kolkata : 700075, Assessee No.31-109-13-6197-1.
- J. With a view to derive benefit there from Owner No.1 and 2 herein have decided to mutually exchange their land and structure by an between themselves to amalgamate the said two plots in one plot and accordingly the Owner No.1 and 2 executed and registered a Deed of Exchange, which was executed on 05.04.2016 and duly registered in the office of the D.S.R.-V, Alipore and recorded in Book No.I,

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Deed No.1081, for the year 2016 and after such exchange said two plots have been amalgamated in the office of the Kolkata Municipal Corporation and thus the said land comprising of 8 (Eight) Cottahs 6 (Six) Chittaks and 10 (Ten) Square Feet together with 400 Square Feet tile shed structure standing thereon have been known and numbered as Premises No.1462, Survey Park, Ward No.109, Police Station : Purba Jadavpur now Survey Park, Kolkata : 700075, Assessee No.31-109-13-6197-1, District-South 24 Parganas.

K. After such gift, the aforesaid joint owners have seized, possessed of and/or otherwise well and sufficiently entitled to total Bastu land measuring about 8 (Eight) Cottahs 6 (Six) Chittaks 10 (Ten) Square Feet alongwith 400 Square Feet with tile shed structure standing thereon, be the same and/or little more or less without any interruption or hindrances from others, mutated their

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Saikat Chandra  
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Proprietor



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names in the Kolkata Municipal Corporation, Assessment Register, paying necessary taxes as the joint owners.

- L. After such mutation of their names in the K.M.C. in respect of the aforesaid Bastu land measuring 8 (Eight) Cottahs 6 (Six) Chittaks 10 (Ten) Square Feet alongwith 400 Square Feet tile shed structure standing thereon and the said property was/is known and numbered as the Premises **No.1462, Survey Park**, Ward No.109, Police Station : Purba Jadavpur now Survey Park, Kolkata-700075, Assessee No.31-109-13-6197-1.
- M. With a view to develop the said Bastu land measuring 8 (Eight) Cottahs 6 (Six) Chittaks 10 (Ten) Square Feet after demolishing tile shed structure standing thereon being Premises **No.1462, Survey Park**, Ward No.109, Police Station : Purba Jadavpur now Survey Park, Kolkata-700075, Assessee No.31-109-13-6197-1, under R.S. Khatian No.11, R.S. Dag No.1002 under Khatian Nos.484, 528, 531 of Mouza-Rajapur, J.L. No.23, Touji

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Alipore, South 24 Parganas

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No.109, Recorded as Revenue Survey No.14, morefully described in the **SCHEDULE-A** by raising G+IV storied building on the land the Owners approached the Developer herein to which the Developer herein agreed. Accordingly the parties hereto have agreed to enter into this Agreement being these presents in the terms and conditions hereof.

**TERMS & CONDITIONS** :-

1. The immediately after execution of this Agreement the Owners herein at their cost and initiative shall raise and/or construct wall in their said plot of land for demarcating their said plot of land from the rest of the land and structure of the said premises. The Developer herein shall render all its assistance and/or co-operation to the owners herein for raising such wall/walls on the land described in the **SCHEDULE-A** hereunder written.
2. That immediately after completion of construction of such wall/walls on the said land described in the

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SCHEDULE-A hereunder written, the owners herein shall deliver vacant khas possession of the said property to the Developer herein for proceeding with the development work of the said property described in the SCHEDULE-A hereunder written.

3. That the Owners herein immediately after execution of this Agreement shall take necessary steps for mutation of their names in the relevant records of the Kolkata Municipal Corporation in respect of the property described in the SCHEDULE-A hereunder written and for separate assessment of the said property at their cost and initiative. The Developer herein shall render all its assistance and/or co-operation to each of the owners herein in this respect.

4. That the Owners herein who have been in possession and enjoyment of the property described in the SCHEDULE-A hereunder written shall shift temporarily to an alternative accommodation and deliver vacant possession of the

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*Says Chandra*  
Proprietor

said property to the Developer herein for such development of the said property.

5. That immediately after such mutation and separate assessment of the property described in the **SCHEDULE-A** hereunder written the Developer herein shall prepare the proposed Plan for raising and/or constructing the said G+IV storied building on the said land and shall submit the same before the Kolkata Municipal Corporation for its sanction in the name of the Owners herein. The Owners herein shall render all other assistance and/or co-operation to the Developer herein in the matter of preparation, submission and sanction of the proposed Plan be the Kolkata Municipal Corporation. The Owners herein shall execute and register of Power of Attorney to this effect in favour of the Developer herein.

6. That the Owners herein shall be liable to pay all the arrears of Corporation Taxes, if any, due and payable by the owners herein in respect of the property described in the **SCHEDULE-A** hereunder written and shall be liable to pay the corporation taxes proportionately of the said property after taking possession of their allotted portion in

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11 APR 2016

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the proposed building as described in the **SCHEDULE-B** hereunder written which is earmarked for them and which will be delivered to them by the Developer herein after completion of the construction of the same as stated therein after.


7. That the Owners herein shall allow the Developer to erect at its cost and initiative the said Ground plus Four storied building on the land described in the **SCHEDULE-A** hereunder written as per the Plan to be sanctioned by the Kolkata Municipal Corporation and as per specification mentioned in the **SCHEDULE-C** hereunder written.
8. That the Owners herein shall allow the Developer herein to store all building materials within the said premises and to take all steps for protection on the same including building of a boundary wall or erection appropriate fencing on or around the said property described in the **SCHEDULE-A** hereunder written and to appoint durwan/durwans and to keep them posted in the said premises for security purpose.
9. That the Owners herein simultaneously with the execution of this agreement shall execute a Development

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11 APR 2016

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*Says* Proprietor

Power of Attorney in favour of the Developer herein empowering and/or authorising them to negotiate, act and do all thing necessary for and on behalf of the owners herein for morefully and effectually in all respect as they could do the same themselves with regard to obtaining the necessary sanction, permits, quotas etc. from the Kolkata Municipal Corporation and Government and/or Semi Government Institution including Police Authorities.

10. That the Owners herein shall further authorize the Developer herein to act on their behalf by incorporating the following acts and deeds in the aforesaid Development Power of Attorney

- (a) To advertise, negotiate on terms, execute by signing and registering agreement/agreements for sale, transfer, document or documents or even documents relating to the transfer of Flats, Car Parking Spaces etc. with undivided proportionate share of land and common areas and facilities in the said premises other than the allotment of the owners herein in the proposed building in the said premises agreed to be reserved for their use.

Shubanshu Bhattacharya

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Alipore, South 24 Parganas

11 APR 2016

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occupation, enjoyment and ownership of the same morefully and particularly described in the **SCHEDULE-B** hereunder written for and on behalf of the Owners in the capacity of the Owners in addition to the capacity of the Developer herein for morefully assuring and/or securing the right, title and interest of the intending Purchaser or Purchasers of the aforesaid proposed Flats, Car Parking Spaces etc. with proportionate undivided share in the land and common areas and facilities in the said premises.

11. That the Owners herein shall not be entitled to revoke the said power of attorney during the continuance of this Agreement.
12. That the Owners herein shall allow the Developer herein to execute the work of construction smoothly as per the Plan to be Sanctioned by the Kolkata Municipal Corporation without any interference and/or interruption after handing over vacant possession of the land and structure described in the **SCHEDULE-A** hereunder written.

Shubanshu Khattecharje  
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11 APR 2016

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