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D-4432/16



अन्ध्रप्रदेश पश्चिम बंगाल WEST BENGAL

G 293484

13/9/2016  
2/10/16

D-0-1319125/16

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT OF AGREEMENT is made this the

28<sup>th</sup> day of September 2016 (Two Thousand Sixteen)

#### BETWEEN

certified that the documents attached to registration. The signatures and the endorsement sheets attached with the this document are the part of this document

M/S. KAJAL SAMADDAR

*K Samaddar*  
Proprietor

Addl District Sub Registrar  
Barrackpore, 24 Pgs (N)

28 SEP 2016

M/S. KAJAL SAMADDAR

*K Samaddar*  
Proprietor

- A) In the character
- B) Sandip Kumar Chatterjee
- C) Babbari Ghatak
- D) विक्रम चक्रवर्ती
- E) Joydeep Chatterjee
- F) Manisha Chatterjee

নং 320 তারিখ 10/08/16 1000/- one thousand only

স্ট্যাম্প হেভারের নাম.....  
ঠিকানা.....  
থানা..... জেলা.....  
স্ট্যাম্প ডেপুটীর স্বাক্ষর.....  
এ্যাডিসনাল ডিস্ট্রিক্ট সার্ভিস রেজিস্ট্রার  
ফকির-নৈহাটি, ২৪ পরগণা জি:

M/S. KAJAL SAMADDAR  
3 (D) Subhash Nagar Colony 6th Lane  
P.O.- Nona Chandanpuku, P.S. Tilagarh  
Barrackpore, Kolkata-700122

বি সীল

স্ট্যাম্প হেভারের নাম : যতী দে  
স্ট্যাম্পের নাম : বারাকপুর  
ক্রি. নং -  
স্ট্যাম্প এর মূল্য : 1,50,000/-  
স্ট্যাম্প এর তারিখ : 04/05/16



Addl. Dist. Sub-Registrar  
Barrackpore, North 24 Parganas

28 SEP 2016

(a) SMT. BITHI CHATTERJEE, wife of Late Bankim Chandra Chatterjee, having Pan No - AXJPC0016E, by faith Hindu, by occupation Housewife, (b) SRI SANDIP KUMAR CHATTERJEE, son of Late Bankim Chandra Chatterjee, having Pan No -AWCPC7213R, by faith - Hindu, by occupation - Part time Job, (c) SMT. DEBJANI CHATTERJEE (GHATAK), wife of Sri Amit Kumar Ghatak, daughter of Late Bankim Chandra Chatterjee, having Pan No -BMOPG2760C, by faith Hindu, by occupation Housewife, (d) SMT KABITA CHATTERJEE, wife of Late Gopal Chandra Chatterjee, having Pan No. AZRPC9536D, by faith Hindu, by occupation Housewife, (e) SRI JOYDEEP CHATTERJEE, son of Late Gopal Chandra Chatterjee, having Pan No AHUPC7762J, by faith Hindu, by occupation - Self employed, (f) SRI CHANDRACHUR CHATTERJEE, son of Late Gopal Chandra Chatterjee, having Pan No. BGRPC1142B, by faith Hindu, by occupation Private Job, all are by nationality Indian, residing at - Vivekananda Road, P.O. Talpukur, P.S. Titagarh, District North 24 Parganas, Kolkata - 700123, hereinafter called and referred to as the "LAND OWNERS" (which terms or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his/her/their respective legal heirs , executors , administrators , representatives , assigns and/or nominees) of the FIRST PART.

AND

"M/S. KAJAL SAMADDAR", having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata - 700122, being represented by its sole proprietor : MR. KAJAL SAMADDAR, son of Late Rakhil Samaddar, having PAN BAXPS0417D, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata - 700122, hereinafter referred to as the DEVELOPER (which terms or expression shall unless otherwise excluded by or repugnant to the

M/S. KAJAL SAMADDAR  
*B Samaddar*  
 Proprietor

*47-48-49-50-51*  
 47 Sandip Kumar Chatterjee  
 48 Chandra Chatterjee

*41 Bithi Chatterjee*  
 42 Sandip Kumar Chatterjee  
 43 Debjani Ghatak

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*B Samaddar*  
 Proprietor

representatives heirs, executors , administrators, assigns and/or nominees) of the

**SECOND PART.**

WHEREAS all that piece and parcel 56 decimal land under C.S. Khatian no 1368, and R.S. khatian no 1369 — of mouza Chanak, P.S. Titagarh, S.R.O. Barrackpore, District North 24 parganas, was originally belongs to Sri Shibdas Chattopadhyay, son of Late Mahendra Nath Chattopadhyay, of Chanak Anandapuri, P.S. Titagarh, District North 24 parganas, purchased from Sri Surendra Nath Ghosh, Sri Chandī Charan Ghosh, both are son of Late Umesh Chandra Ghosh, of Chanak Bahubazar, P.S. Titagarh, District North 24 parganas, by dint of registered deed of sale which was duly registered at the office of the Sub Registrar, Barrackpore, North 24 Parganas being Book No 1, Volume No 10, pages from 82 to 84, being no 632, for the year 1934, more fully and elaborately described in the said deed.

M/S. KAJAL SAMADDAR  
*Samaddar*  
Proprietor

2705107615  
a) jagadaj chatterjee  
b) chandra charan chatterjee

AND WHEREAS said Sri Shibdas Chattopadhyay record his name in the office of the Block Land and Land revenue office in R.S. Dag No 6632 under R.S. Khatian No 1369 & 292, measuring about more or less 27 decimal and R.S. Dag No 6633, under R.S. Khatian No 1369 & 292 measuring about more or less 29 decimal, of Mouza Chanak, J.L.No 04, Re. Su No 39, Touzi No 2998, pargana Kalikata, P.S. Titagarh, under jurisdiction of Barrackpore Municipality, District North 24 parganas.

AND WHEREAS said Sri Shibdas Chattopadhyay, son of Late Mahendra Nath Chattopadhyay died on 1946, living behind his three sons namely Pratul Chandra Chatterjee, Bankim Chandra Chatterjee and Gopal Chandra Chatterjee as his legal heirs and successors in respect of aforesaid property and accordingly said Pratul Chandra Chatterjee, Bankim Chandra Chatterjee and Gopal Chandra Chatterjee possess the said property as per Hindu Succession Act and jointly recoded their name

a) Bankim Chatterjee  
b) Sandip Kumar Chatterjee  
c) Babjani Ghatak

M/S. KAJAL SAMADDAR  
*Samaddar*  
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in the office of the Block Land and Land Revenue office and paid rent taxes in their joint name.

And whereas said Bankim Chandra Chatterjee died on 28/05/1975 living behind his wife Smt. Bithi Chatterjee (Land Owner No. A) and one son namely Sri Sandip Kumar Chatterjee (Land Owner No. B) and one married daughter namely Smt. Debjani Chatterjee (Ghatak) (Land Owner No. C) as his legal heirs and successors in respect of his undivided share of property as per Hindu Succession Act.

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Handwritten notes in Bengali script:  
১) স্রী সন্দিপ চট্টোপাধ্যায়  
২) স্রীমতী কবিতা চট্টোপাধ্যায়  
৩) স্রীমতী দেবজানী চট্টোপাধ্যায়

AND WHEREAS said Pratul Chandra Chatterjee died on 06/03/1994 in unmarried condition living behind his brother Gopal Chandra Chatterjee as his only legal heirs and successors in respect of his undivided share of aforesaid property, and accordingly said Gopal Chandra Chatterjee possess the said property by way of Hindu succession Act and paid rent taxes in their joint name.

AND WHEREAS said Gopal Chandra Chatterjee died on 20/07/2004 living behind his wife Smt. Kabita Chatterjee, (Land Owner No. D) and two sons namely Joydeep Chatterjee (Land Owner No. E) and Chandrachur Chatterjee (Land Owner No. F) as his legal heirs and successors in respect of his undivided share of property as per Hindu Succession Act.

Handwritten notes in Bengali script:  
১) স্রীমতী কবিতা চট্টোপাধ্যায়  
২) স্রী সন্দিপ কুমার চট্টোপাধ্যায়  
৩) স্রীমতী দেবজানী চট্টোপাধ্যায়

AND WHEREAS since then the Land Owners are enjoying the said land in R.S. Dag No 6632 under R.S. Khatian No. 1369 & 292, measuring about more or less 27 decimal and R.S. Dag No 6633, under R.S. Khatian No 1369 & 292 measuring about more or less 29 decimal, totaling 56 decimal land of Mouza Chanak, J.L.No 04, Re. Su No 39, Touzi No 2998, North 24 Parganas, Kolkata - 700123, P.S. Titagarh, under jurisdiction of Barrackpore Municipality, ward No 12, holding no 18(6) Vivekananda Road, District North 24 parganas , Kol - 123 more fully and

M/S. KAJAL SAMADDAR  
Proprietor

elaborately described in FIRST SCHEDULE hereunder written and they have been seizing, possessing and enjoying the same with full right, title and interest thereon.

AND WHEREAS each and every part of the said premises is free from all encumbrances, charges, liens, impendence, attachments, trusts, acquisition and/or requisition, etc. whatsoever or howsoever nature and the LAND OWNERS has/have good free and clear marketable title of the said premises with right to assign and transfer his/her/their title to the Third Parties.

AND WHEREAS the LAND OWNERS are desirous of developing the said premises by demolition of the existing building and constructing a multi-storied building in accordance with the building plan to be sanctioned by local Barrackpore Municipality.

AND WHEREAS the land owners hereto have every right and authority to enter into this present Agreement with the Developer and have had no difficulty in fulfilling all its obligations so contained in this present Agreement.

AND WHEREAS upon the aforesaid representation of the land owners and subject to verification of the title of the Land Owners concerning the said premises, the Developer has agreed to develop the said premises in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- a) The lands owners do hereby agreed and declare that he/she/they will take quick necessary steps to mutate his/her/their names in the R.O.R. and paid up to date tax rent in their own names.
- b) That the Land owners hereby grant exclusive right to the Developer to undertake new construction on the said premises in accordance with the plan or plans to be sanctioned by the Municipality.

M/S. KAJAL SAMADDAR  
Samaddar  
Proprietor

D) 12/09/2017  
A) Samaddar  
B) Chandra chit untharjee

A) Bishni untharjee  
B) Samaddar  
C) Debjani untharjee

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Samaddar  
Proprietor

- c) That all applications, plans and other papers and documents as may be required by the developer for the purpose of obtaining necessary sanction from the competent authorities shall be prepared by the Developer on behalf of the Land Owners at the Developer's own costs and expenses.
- d) That after receiving sanctioned plan of the multi-storied building from the Local **Barrackpore Municipality** or after arrangement of alternative accommodation the Land Owners shall make over vacant possession of the said premises to the Developer within 7 (seven) days by a written letter, confirming their acceptance regarding the handover.
- e) That immediately upon obtaining possession of the said premises from the Land Owners, the Developer shall be entitled to prepare the land for Development work and all salvage materials arising there from shall belongs only to the Developer.
- f) That the Land owners shall grant to the Developer a Development Power of Attorney for execute all the works on behalf of Land Owners.
- g) That upon completion of the new building the Developer shall put the Land Owners in undisputed possession of the "Land Owner's Allocation" as more fully described in the "Second Schedule" together with the rights in common to the common facilities and amenities as more fully describe in the "Fourth Schedule" written hereunder.
- h) The Land Owners and the Developer shall be exclusive entitled to his/her/their respective share of the allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the other and the Land Owners shall not in any way interfere with or disturb the quiet and peaceable possession of the Developer allocation.
- i) In consideration of the Developer construction and/or developing the said premises and making over to the Land Owners, their allocation as stated in the

M/S. KAJAL SAMADDAR

*Bameddar*

Proprietor

*01804676151*

*E) Sandip Kumar Chatterjee*

*F) Chandan Kumar Chatterjee*

*A) Bitika Chatterjee*

*B) Sandip Kumar Chatterjee*

*C) Debajani Chatterjee*

*[Signature]*

M/S. KAJAL SAMADDAR

*Bameddar*  
Proprietor

exclusive right to hold own use occupy, enjoy, sell, transfer, deal with and dispose of its allocation of the premise or any part thereof including the units in the building to be constructed and to realize and appropriate the sale proceeds thereof. For this purpose the Developer will be at liberty to negotiate with the prospective buyers and to enter into agreements for sale or otherwise single handedly of the said premises or any part thereof including the units in the building together with two wheeler parking space, other constructed area together with or independent of the land comprised in the said premises on such terms and conditions and consideration as the Developer may deem fit and proper and the Land Owners shall not raise any dispute or objection to such acts of the Developer.

M/S. KAJAL SAMADDAR

*Kajal Samaddar*  
Proprietor

*मि. कजल सवदर*  
E) Legal charges  
F) Chrenya that chowkies

j) That insofar as necessary all dealings by the Developer in respect of the building including agreements for sale or transfer concerning Developer's allocation shall be in the name of the Land Owners for which purpose the land owner undertake to give the Developer a General Power of Attorney in a form and manner required by the Developer. PROVIDED HOWEVER the same shall not create any financial liability upon the land owners in any manner whatsoever.

k) That the Land owners shall executed the Deed of Conveyance or Conveyances in favour of the Developer or its nominee or nominees in such part or parts as shall be required by the Developer.

l) That the Developer shall at its own costs constructed and completed the new multi-storied building at the said premises in accordance with the sanctioned plan.

m) That the Developer shall install pump operated deep tube well, underground reservoir over head reservoir , electric wiring and installation and other facilities as are required to be provided in the said new multi-storied building constructed at their own cost for sale of flats /shops /office space/garages therein on Land Ownership basis and as mutually agreed.

n) That the developer shall be authorized in the name of the Land Owners

*मि. बिबि चव्हेरजे*  
B) Stamp number charges  
C) Debjani ghatak

*[Handwritten mark]*

M/S. KAJAL SAMADDAR

*Kajal Samaddar*  
Proprietor



connection or drainage , sewerage and/or other facilities if any required for the construction or enjoyment of the building.

o) That the Developer shall at its own costs and expenses and without detaining any financial or other liability on the Land Owners , construct and complete the said new multi-storied building in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer provided if such alteration or modification in caused at the instance of the appropriate authority then the Land Owners shall not refuse to give their consent thereon.

p) That the landowner will permit and allow the developer to construct the building with his own choice and he can renovate or decorate the premise with any types of modern amenities, facilities etc. he feels suitable.

q) That as from the date of making over possession the Municipal rents and taxes and other outgoings including electric bill in respect of the said premises shall be born and paid by the Developer and all outstanding dues because of municipal rates and taxes and other outgoing including electric bill upto the date of making over possession shall remain the liabilities of the Land Owners and shall be born and paid by them moreover, after getting possession of his/her/their allocation from the Developer. The Land Owners will be borne to pay the municipal rates and taxes and other outgoings including electric bill, with regards thereto.

r) That the Developer be entitled to raise fund from any Bank(s) financial institution(s), person(s) etc. without creating any financial liability on the Land Owners or effecting his/her/their estate and interest in the said premises. The Developer herein shall take any new partner by a Reconstitute Partnership Deed, if it is necessary for the smooth running of the project, in future. The Land owner shall not refuse to give her consent thereon PROVIDED the terms and condition of this premises Agreement remain unchanged till completion of the project.

M/S. KAJAL SAMADDAR  
*Ramaddar*  
Proprietor

१) ११११११११११  
२) ११११११११११  
३) ११११११११११

१) बिबिहि चारुतीरजे  
२) सान्दीप कुमार चारुतीरजे  
३) बाबयानी एकताक

*[Handwritten mark]*

M/S. KAJAL SAMADDAR

*Ramaddar*  
Proprietor