I - 1667 / 19

भारतीय गैर न्यायिक

भारत

दस रुपये

रु.10

TEN RUPEES

Rs.10

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

29AB 476575

Deed No - 542/

Fee = 2.10
Fee = 2.10
G(a) = 345.00

ADD
(1) + F (II) - Rs 342
345.00
10.00
10.00

MAHABHARATARINI UDYOG
Partner

Addl. District Sub-Registrar
Bolghoria, 24 Pgs (N)

10 MAY 2019

1743

I- 1667

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

9-0-600104/19

E 741218

22/4/19

13.4

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

Additional District Sub-Registrar
Bagnan, 24 Pgs (S)

22 APR 2019

MAA BHABATARINI UDYOG
Partner

DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF AGREEMENT made at Kolkata on this the 22nd day of April, **TWO THOUSAND NINETEEN** (2019), of the **Christian Era**.

BETWEEN

Continued....P/2

1 0 APR 2019

Parthasaratni Datta

Advocate
High Court of Calcutta
Kolkata - 700 001

No. 1124 DATE

5000/- (Five Thousand only)

MOUSUMI GHOSH
LICENSED STAMP VENDOR
ALIPORE COLLECTORATE COURT OFFICE

Addl. District Sub-Registrar
Baghorla, 24 Pgs (N)

22 APR 2019

MAA BHABATARINI UDYOG
Partner

(1) SRI. DEBABRATA BHATTACHARYA [PAN:BYCPB5938D] , son of both Late Nirmal Chandra Bhattachajee and Gita Bhattacharjee , by faith - Hindu , by occupation - retired person , by nationality - Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata - 700 076 , Dist. North 24 Parganas , West Bengal , India , (2) **SMT. SANYUKTA BHATTACHARYA [PAN:AJBPB8264H]**,wife of Sri. Joydeep Bhattacharya married daughter of Sri. Nil Madhab Bhattacharya , by faith - Hindu, by occupation - housewife , by nationality - Indian, having permanent residential address at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata - 700 076 , Dist. North 24 Parganas , West Bengal , India , presently residing at H3/65 Mahavir Encleve , P.O : Palam ,P.S : Dabri , South - West Delhi , Delhi - 110 045 , India , (3) **SMT. MINATI BHATTACHARYA [VID No. WB/20/136/279212]** , wife of Late Parimal Chandra Bhattacharya , by faith - Hindu , by occupation - housewife , by nationality - Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata - 700 076 , Dist. North 24 Parganas , West Bengal , India , (4) **SMT. DEBASREE CHATTERJEE [PAN:ANRPC5954H.]** , wife of Late Gora Chand Chattaerjee, and married daughter of Late Parimal Chandra Bhattacharya , by faith - Hindu , by occupation - housewife , by nationality - Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata - 700 076 , Dist. North 24 Parganas , West Bengal , India and (5) **SRI. CHANDAN BHATTACHARJEE [PAN:AXUPB6213D]** , son of Late Parimal Chandra Bhattacharya , by faith - Hindu , by occupation - service , by nationality - Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata - 700 076 , Dist. North 24 Parganas , West Bengal , India , herein after to be collectively referred to as the **"OWNERS"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

MAA BHABATARINI UDYOG

AND

M/S MAA BHABATARINI UDYOG [PAN:ABIFM5226D] , a partnership firm , mainly engaged in the business of development & promotion of land and building , having it's principal place of business at 38/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata - 700 057 , Dist. North 24 Parganas , consisting of partners namely (1) **SRI. CHANDAN ALI ANSARI [PAN:AYQPA4755J]** , son of Sri. Kalamuddin Ansari , by faith - Islam , by occupation - business , by nationality - Indian , residing at 7 No. Phari Bagan , P.O: Kamarahati , P.S : Belgharia , Kolkata - 700 058 , Dist. North 24 Parganas , (2) **SRI. PRASUN BANERJEE [PAN:AGZPB4614J]** , son of Sri. Rabindra Nath Banerjee , by faith - Hindu , by occupation - business ,

by nationality - Indian , residing at 41/29 A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata - 700 057 , Dist. North 24 Parganas (3) **SRI. SUJAN SARKAR [PAN:ATTPS1688L]** , son of Late Samir Sarkar , by faith - Hindu , by occupation - business , by nationality - Indian , residing at 38/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata - 700 057 , Dist. North 24 Parganas , (4) **SRI. SOUVIK GHOSH [PAN:APQPG0772A]** , son of Sri. Parimal Ghosh , by faith - Hindu , by occupation - business , by nationality - Indian , residing at P-31 Tagore Park , P.O : Ariadaha , P.S : Belgharia , Kolkata - 700 056 , Dist. North 24 Parganas , herein after to be collectively called , referred and recognized to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to include their successors or successors in-office, heirs, executors, administrators and legal representatives) of the **SECOND PART**, represented by it's partners namely (i) **SRI. SUJAN SARKAR [PAN:ATTPS1688L]** , son of Late Samir Sarkar , by faith - Hindu , by occupation - business , by nationality - Indian , residing at 32/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata - 700 057 , Dist. North 24 Parganas , (ii) **SRI. SOUVIK GHOSH [PAN:APQPG0772A]** , son of Sri. Parimal Ghosh , by faith - Hindu , by occupation - business , by nationality - Indian , residing at P-31 Tagore Park , P.O : Ariadaha , P.S : Belghana , Kolkata - 700 056 , Dist. North 24 Parganas .

WHEREAS Sri. Aparna Charan Bhattacharya , since deceased , son of Late Abhoy Charan Bhattacharyay , became the sole and absolute owner of **ALL THAT PICE AND PARCLE** bastu land admeasuring 0.0875 acre , be the same a little bit of more or less , presently lying and situated at premise no. 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata - 700 076 , Dist. North 24 Parganas , West Bengal , India , comprised in Mouza - Dakshineswar , R.S Dag No. 556 , Plot No. 735 , present Khaitian Nos. 502 , 589 ,861 , 907 , 1571 and 2364 , J.L No. 4 , R.S No. 1 , by virtue of a registered deed of conveyance written in Bengali , registered at the office of the Additional Dist. Sub - Registrar , Cossipore Dum Dum , presently Dist. North 24 Paraganas , executed in his favor as on 2/04/1941 by Smt. Hari Priya Bala Dasi , wife of Sri. Hari Mohan Dey , which has been recorded in Book No. 1, Volume No. 20 , Pages from 201 to 204 , being deed no. 969 for the year 1941.

AND WHEREAS said **Sri. Aparna Charan Bhattacharya** , since deceased, after he becomes the sole and absolute owner of property of above description , muted his name in the in the records of the Kamarhati Municipality as the sole and absolute owner and possessor of the property of above description and built up a one storied puca house building covering

an area of 900 (Nine Hundred) sq. feet for the residential use of himself and his family , herein after to be referred to as the **"SAID PROPERTY"** more fully and particularly described in the 1st schedule written hereunder.

AND WHEREAS said **Sri. Aparna Charan Bhattacharya** , since deceased , died intestate in the month of April , 1949 and the deceased at the time of his death left surviving the following persons who in accordance with the **Hindu Succession Act , are the only legal heirs of the deceased and none** else , entitled to estate of the deceased on an intestate succession .

Sl.No	Name	Relationship with the deceased
1	SRI. NIRMAL CHANDRA BHATTACHARYA	SON
2	SRI. PARIMAL CHANDRA BHATTACHARYA	SON
3	SRI. NIL MADHAB BHATTACHARYA	SON

AND WHEREAS after the sad demise of said **Aparna Charan Bhattacharya** , the legal heirs of the deceased as stated herein above became the sole and absolute owner of **"SAID PROPERTY"** , each having equal undivided 1/3rd right and/or interest in the same.

AND WHEREAS it is pertinent to mention here that the wife of Late Aparna Charan Bhattacharya , Smt. Binodini Devi died before the death of said Aparna Charan Bhattacharya .

AND WHEREAS Sri. Nil Madhab Bhattacharya , since deceased , died as on 22/02/2019 and the deceased before the date of his sad demise , by executing a registered deed of gift , registered at the office of the ADSR , Belgharia , Dist. North 24 Paraganas as on 28/02/2019 in favor of his married daughter **SMT. SANYUKTA BHATTACHARYA** , the **"OWNER"** no. (2) herein , gifted his entire 1/3rd undivided share or interest in the **"SAID PROPERTY"** , more fully and particularly described in 1st Schedule written hereunder and the said deed of gift copied in Book No. - 1 , Volume No. 1526 - 2019 , Pages from 29291 to 29320 , being deed no. 152600932 for the year 2019 , hence after the execution of said deed of gift **SMT. SANYUKTA BHATTACHARYA** , the **"OWNER"** no. (2) herein , became the sole and absolute owner of undivided 1/3rd share or interest of the **"SAID PROPERTY"**.-

AND WHEREAS said Sri. Parimal Chandra Bhattacharya , Since deceased , son of Late Aparna Charan Bhattacharya , died intestate 12/08/1988 and the deceased at the time of his death left surviving him the following persons who according to the Hindu Succession Act , 1956 , are the only legal heirs

of the deceased and none else , entitled to the estate of the deceased on an intestate succession .

Sl.No.	Name	Relationship with the deceased
1	Smt. Minati Bhattacharya	Wife
2	Sri. Chandan Bhattacharjee	Son
3	Smt. Debasree Chatterjee	Married Daughter

AND WHEREAS after the sad demise of said Parimal Chandra Bhattacharya , the legal heirs of the deceased as stated herein above , became the sole and absolute joint owner of undivided 1/3rd share or interest in the **"SAID PROPERTY"** , each having undivided 1/9th share in the same .

AND WHEREAS Sri. Nirmal Chandra Bhattacharya , since deceased , died intestate as on son and one of the legal heirs of Late Aparna Charan Bhattacharyay as stated herein above , died intestate as on 29/09/1997 and the deceased at the time of his death left surviving him the following persons who according to the Hindu Succession Act , 1956 , are the only legal heirs of the deceased and none else , entitled to the estate of the deceased on an intestate succession.

Sl.No.	Name	Relationship with the deceased
1	Smt. Gita Bhattacharya	wife
2	Sri. Debabrata Bhattacharya	Son

AND WHEREAS after the sad demise of said Nirmal Chandra Bhattacharya , the legal heirs of the deceased as stated herein above , became the sole and joint owner of undivided 1/3rd share of deceased , each having equal undivided 1/6th share in the same.

AND WHEREAS Smt. Gita Bhattacharya , since deceased , wife of Late Nirmal Chandra Bhattacharya , died intestate as on 07/07/1996 and the deceased at the time of his death left surviving her only son Sri. Debabrata Bhattacharya as her only legal heirs , hence , Sri. Debabrata Bhattacharya , the **"OWNER"** no.(1) herein , became the sole and absolute owner of undivided 1/3rd share of the **"SAID PROPERTY"** , more fully and particularly described in the 1st schedule written hereunder.

AND WHEREAS the **"OWNERS"** herein, now decided to develop the **"SAID PROPERTY"** by constructing a multi storied residential cum commercial building on and over the **"SAID PROPERTY"** of above description , more fully and specifically described in the **First Schedule** written hereunder , in consortium with some reputed , financially sound and professional building developer under certain terms & conditions , inter alia

MA BHABATARINI UDYOG
Partner

AND WHEREAS in order to give shape the desire of **"OWNERS"** as stated herein above, the **"OWNERS"** herein presented their said desire as contemplated herein above in the form of a offer to **M/S MAA BHABATARINI UDYOG [PAN:ABIFM5226D]** , a partnership firm , mainly engaged in the business of development & promotion of land and building having it's principal place of business at 38/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas , the **"DEVELOPER"** herein and the **"DEVELOPER"** herein after a nos. of discussion in this regard accept the said proposal of development of **"SAID PROPERTY"** under certain terms & conditions , inter alia , stated hereunder , hence the requirement of this indenture.

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties as follows:

ARTICL- I: DEFINITION AND CLASSIFICATION

1. **PROPERTY/SAID PROPERTY:** Shall mean and include 0.0875 acre , be the same a little bit of more or less , presently lying and situated at premise no. 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , comprised in Mouza – Dakshineswar , R.S Dag No. 556 , Plot No. 735 , present Khaitian Nos. 502 , 589 ,861 , 907 , 1571 and 2364 , J.L No. 4 , R.S No. 1 along with a one storied puca residential house building covering an area of 900 (Nine Hundred) sq. feet approximately , more fully and specifically described in the **First Schedule** written hereunder .

2 **LAND** : Shall mean the entire area of land of the **"SAID PROPERTY"** admeasuring 0.0875 acre , be the same a little bit of more or less.

3.**OWNER/OWNERS** : Shall mean **(1) SRI. DEBABRATA BHATTACHARYA [PAN:BYCPB5938D]** , son of Late both Nirmal Chandra Bhattacharyay and Gita Bhattacharjee , by faith – Hindu , by occupation – retired person , by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , (2) **SMT. SANYUKTA BHATTACHARYA [PAN: AJBPB8264H]**, wife of Sri. Joydeep Bhattacharya married daughter of Sri. Nil Madhab Bhattacharya , by faith – Hindu, by occupation – housewife , by nationality – Indian, having permanent residential address at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , presently residing at H3/65 Mahavir Encleve , P.O : Palam ,P.S : Dabri , South – West Delhi , Delhi – 110 045 , India , (3) **SMT. MINATI BHATTACHARJEE [VID No. WB/20/136/279212]** , wife of Late Parimal Chandra Bhattacharya by

MAA BHABATARINI UDYOG
Partner

faith – Hindu , by occupation – housewife , by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , (4) **SMT. DEBASREE CHATTERJEE [PAN:ANRPC5954H]** , wife of Late Gora Chand Chattaerjee, and married daughter of Late Parimal Chandra Bhattacharya , by faith – Hindu , by occupation – housewife , by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India and (5) **SRI. CHANDAN BHATTACHARJEE [PAN:AXUPB6313D]** , son of Late Parimal Chandra Bhattacharya , by faith – Hindu , by occupation – service , by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India AND their legal heirs, successors, executors, legal representatives, administrators and assigns.

4.NEW BUILDING/SAID BUILDING/PROPOSED BUILDING/MULTISTORIED : Shall mean a proposed new multi storied building, to be erected in future subject to approval of the competent authority on and over the **"SAID PROPERTY"** at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India.

5.DEVELOPER : Shall mean **M/S MAA BHABATARINI UDYOG [PAN:ABIFM5226D]** , a partnership firm , mainly engaged in the business of development & promotion of land and building , having it's principal place of business at 38/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057, Dist. North 24 Paraganas, , consisting of partners namely (1) **SRI. CHANDAN ALI ANSARI [PAN:AYQPA4755J]** , son of Sri. Kalamuddin Ansari , by faith – Islam , by occupation – business , by nationality – Indian , residing at 7 No. Phari Bagan , P.O: Kamarahati , P.S : Belgharia , Kolkata – 700 058 , Dist. North 24 Parganas , (2) **SRI. PRASUN BANERJEE [PAN:AGZPB4614J]** , son of Sri. Rabindra Nath Banerjee , by faith – Hindu , by occupation – business , by nationality – Indian , residing at 41/29 A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas (3) **SRI. SUJAN SARKAR [PAN:ATTPS1688L]** , son of Late Samir Sarkar , by faith – Hindu , by occupation – business , by nationality – Indian , residing at 32/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas , (4) **SRI. SOUVIK GHOSH [PAN:APQPG0772A]** , son of Sri. Parimal Ghosh , by faith – Hindu , by occupation – business , by nationality – Indian , residing at P-31 Tagore Park , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 056 , Dist. North 24 Parganas , herein after to be collectively called , referred and recognized to as the **"DEVELOPER"** (which

MAA BHABATARINI UDYOG
Partner

expression shall unless excluded by or repugnant to the context be deemed to include their successors or successors in-office, heirs, executors, administrators and legal representatives) of the **SECOND PART**, represented by it's partners namely (i) **SRI. SUJAN SARKAR [PAN:ATTPS1688L]** , son of Late Samir Sarkar , by faith - Hindu , by occupation - business , by nationality - Indian , residing at 32/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata - 700 057 , Dist. North 24 Parganas , (ii) **SRI. SOUVIK GHOSH [PAN: APQPG0772A]** , son of Sri. Parimal Ghosh , by faith - Hindu , by occupation - business , by nationality - Indian , residing at P. 31 Tagore Park , P.O : Ariadaha , P.S : Belgharia , Kolkata - 700 056 , Dist. North 24 Parganas AND and their legal heirs, successors , executors, legal representatives, administrative and /or assigns.

6.**COMMON FACILITIES AND AMENITIES** : shall mean and include land corridors, stair case, passage, paths, pump room, water reservoir, lift, overhead tank, water pump, water main plumbing and electric line, water line, sewerage line and drainage line other common and open spaces, roof of the main building and other common facilities and amenities which will be available therein including common maintenance and management.

7.**OWNERS'S ALLOCATION AND CONSIDERATION** :-

In consideration of the **"OWNERS's** permission and/or allowing the **"DEVELOPER"** herein to develop the **"SAID PROPERTY"** and construct building thereon in the manner and in terms and conditions of this agreement and according to building Plan to be sanctioned by the Kamarahati Municipality and further allowing and empowering the **"DEVELOPER"** to enter into agreement for sale and receive earnest money and full consideration moneys from the intending purchaser and/or purchaser's , as the case may be, and upon receiving full consideration to' sell and transfer the flats/shops/garage etc. out of the said proposed building from the **DEVELOPER** allocation, the **"OWNER"** will get the following as **"OWNER"** allocation :

- Rs.22,00,000/- (Rupees Twenty Two Lacs) only shall be paid by the **"DEVELOPER"** to the **"OWNER"**, in the following manner as non-refundable earnest money :

  - ✓ Rs.1,50,000/-(Rupees One Lac Fifty Thousand) only at the time of execution of this indenture and the balance of Rs. 20,50,000/- (Rupees Twenty Lacs Fifty Thousand) at the time of providing physical possession of the following residential flats.

MAA BHABATARINI UDYOG
Partner

- One self contained residential flat admeasuring 812 (Eight Hundred Twelve) sq. feet covered area , more or less , completed in all respect , at the South- West corner side on the 2nd floor of the proposed multi storied .

- One self contained residential flat admeasuring 812 (Eight Hundred Twelve) sq. feet covered area ,more or less , completed in all respect , at the North side on the 2nd floor of said proposed multi storied building.

8. **DEVELOPER ALLOCATION** : Shall mean all the rest portion of the proposed masonary multistoried building except the **"OWNERS"**'s allocation mentioned in the Clause- 7 of this Agreement.

9.**TRANSFEREE** : Shall mean person or persons, firm, Association of persons, body of individual / body corporate to whom any Flat or Flats/garage/warehouse/shop etc. to be sold, conveyed and transferred for residential or commercial purpose by the **"DEVELOPER** through the **"OWNERS"** and on their behalf.

10.**ARCHITECT**: Shall mean and include the Architect or Engineer to be appointed by the **"DEVELOPER"** for the purpose of construction of the proposed **"NEW BUILDING"** till completion of the same.

11.**TRANSFER**: Shall mean as required under The Indian Registration Act 1908, as well as provisions under Transfer of Property Act ,1882 for transfer of flats, shops, garages, offices etc. with undivided and undemarcated proportionate share of the **"LAND"**.

12. **UNIT**: shall mean the constructed area and/or spaces of the building and/or constructed area capable of being occupied and enjoyed independently.

13. **THE PLAN**: shall mean such plan prepared by the Architect for the construction of the **"NEW BUILDING"** and to be sanctioned by the authority of Kamarahati Municipality and/or by such other authority or authorities empowered to sanction any building plan in accordance with law and/or any modified and/or any revised plan.

14. Singular shall include the plural and vice-versa.

15. Masculine shall include the Feminine and vice-versa.

MA BHARATLAXMI UDYOG
Partner

ARTICLE-II : TITLE INDEMNITY AND DECLARATION

The **"OWNERS"** hereby declare that they have a good and marketable title and absolute right & interest in the **"SAID PROPERTY"** at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata - 700 076 , Dist. North 24 Parganas , West Bengal , India , comprised in Mouza - Dakshineswar , R.S Dag No. 556 , Plot No. 735 , present Khaitian Nos. 502 , 589 ,861 , 907 , 1571 and 2364 , J.L No. 4 , R.S No. 1 along with a one storied puca residential house building covering an area of 900 (Nine Hundred) sq. feet approximately , more fully and specifically described in the **First Schedule** written hereunder , within the jurisdiction of Additional District Sub-Registrar , at Belgharia and District Registrar at Barasat, without any claim or demand or interest of any person or persons claiming under or in trust for the **"OWNERS"** and the **"OWNERS"** has a good and marketable title and legal right to enter into this Agreement with the **"DEVELOPER"** and the **"OWNERS"** hereby undertake to indemnify and keeps the **"DEVELOPER"** indemnified against any and every part of claim, action and demand of whatsoever nature that may arise in respect of title right of the **"OWNERS"** relating to the **"SAID PROPERTY"**. The **"OWNERS"** hereby also undertake to clear all dispute and differences regarding the title, if any, within a short period of time which shall not exceed Four clear English calendar months from the date of execution of this indenture.

2.The **"OWNERS"** also hereby declare and undertake to sign all papers, applications, plans and other necessary papers & documents as and when these will be required and to submit all original documents, deeds and connecting papers to the developer concerned in respect of the **"SAID PROPERTY"**.

3.The **"DEVELOPER"** hereby undertake to construct and to complete the proposed multi storied residential cum commercial complex strictly in accordance with the Sanction building **"PLAN"** to be sanctioned by the Kamarhati Municipality within 30 (Thirty) months from the date of approval from competent authority subject to peaceful vacant possession by the **"OWNERS"** in favor of the **"DEVELOPER"** herein.

4.The "OWNERS" undertake to handover vacant possession of the "SAID PROPERTY" unto and in favor of the **"DEVELOPER"** as and **when required by the "DEVELOPER"** herein.

5. The **"DEVELOPER"** shall procure the necessary certificate under section 230A of the Income Tax Act 1961 and permission under

MAA BHABATARINI UDYOG
Partner

section. 27 of the Urban Land Ceiling (Regulation and Control) Act 1976, if necessary.

ARTICLE-III:EXPLOITATION AND DEVELOPMENT RIGHTS

1.The **"OWNERS"** hereby agree to provide exclusive and sole right to the **"DEVELOPER"** through a Registered Development Power of Attorney to built upon and commercially utilize the said **"PROPERTY"** for construction of residential flat, garage, shop etc. strictly in accordance with the sanctioned building **"PLAN"** to be sanctioned by the Kamarahati Municipality without violating any statutory rules and regulation of the Kamarahati Municipality. The **"DEVELOPER** use the said Development Power of Attorney strictly in accordance with this Agreement.

2.The **"DEVELOPER"** at their own costs and expenses shall construct the said proposed multi storied as per building **"PLAN"** to be sanctioned by the Kamarahati Municipality.

3.The **"DEVELOPER"** shall render to the **"OWNERS"** all necessary assistance (except money) for such each and every matter regarding the **"SAID PROPERTY"** and simultaneously the **"OWNERS"** will also render their all assistance and help without money or financial help in connection with the said project as and when it will be required during the period of construction and the **"OWNERS"** further agreed to grant one General Power of Attorney in favor of the **"DEVELOPER"** to sign, make, file , prosecute and/or to do all such acts, deeds and things as may be necessary to do for the said project and/or to make agreement for sale of any flat or flats as stated above.

4.The **"DEVELOPER"** shall be liable exclusive to bear all costs, expenses, damages and losses for any accident and/or casualty resulting from such an accident, as cited herein before , which may happen during the period of construction of the proposed multi storied and in such an event, the **"OWNERS"** shall, under no circumstances, be liable in any manner of whatsoever nature in this regard.

5.The **"DEVELOPER"** will take away all the materials , debris, rubbish, salvage, wood etc. to be realized from the demolition of the said one storied old pucca structure standing on and over the **"SAID PROPERTY"** as stated herein above.

MAA BHABATARINI UDYOG
Partner

ARTICLE-IV : BUILDING

1.The **"DEVELOPER"** from their own costs and expenses shall make the new building as per floor/floors plan to be sanctioned by the Kamarahati Municipality and shall construct the same with good standard materials, fittings and fixtures as per specification of works schedule to be approved by the appointed Architect.

2.The **"OWNERS"** hereby provide to the **"DEVELOPER"**, the exclusive right for construction of the proposed new multi storied in accordance with the proposed building Plan to be sanctioned by the Kamarahati Municipality.

3.The **"DEVELOPER"** shall have the liberty to make agreement for sale of flat or flats, garage, shop etc. out of the said proposed project with the intending Purchaser or Purchasers from their own allocation and the **"DEVELOPER"** also shall have liberty to receive earnest money, advance from the intending purchaser without any further consent from **"OWNERS"**.

ARTICLE-V : CONSIDERATION AND OBLIGATION

1.The **"DEVELOPER"** shall complete the construction and handover the **"OWNER"**s allocation out of proposed **"NEW BUILDING"** as per approved building plan of the Kamarhati Municipality within 30 (Thirty) months to be counted from the date of sanction of proposed building plan by the competent authority subject to peaceful vacant possession of the land and building from the end of the **"OWNERS"**. The **"OWNERS"** will provide a Registered Development Power of Attorney to the **"DEVELOPER"** in order to make them eligible to register any deed or documents, to enter into contract, to initiate any legal proceeding ,to institute suit etc. and to do all the things necessary for the sale of flats/garage, shop etc. out of their allocation. It is worthwhile to note here that the **"DEVELOPER"** shall have liberty to enter into agreement, receive earnest money, advance from the intending purchaser or purchasers in respect of their allocation and in such an event the **"OWNER"** shall not put forward any objection or raise any claim of whatsoever nature in this respect.

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Partner

2.The **"DEVELOPER"** shall handover or give physical possession of the **"OWNER"**s allocation within 30 (Thirty) months as stated earlier.

3.The **"DEVELOPER"** shall complete the building in all respect within the stipulated period as stated above with all fittings and fixtures as per specification of works schedule with provision of water, electricity, drainage system and plumbing , facilities etc., morefully and particularly described in the Third Schedule, prior to delivery of possession.

4.The **"OWNERS"** shall execute proper Deed of Conveyance or Conveyances in favor of the **"DEVELOPER"** or in the name of the nominee or nominees or assignee or assignees in connection with the transfer of **"DEVELOPER"**s allocation as stated above without claiming any single furthering from the **"DEVELOPER"** but all costs and expenses of the said transfer to be borne by the **"DEVELOPER"** or his nominee/nominees or intending buyer or buyers as the case may be.

6.The **"OWNERS"** shall be entitled to undisturbed common right of user of stair case, lift , pump room, water tank, water reservoir, open and other common spaces and landings passages , path and roof of the **"NEW BUILDING"** with other occupiers of the said building together with right of enjoyment of other common facilities and amenities to be available in the said proposed building.

ARTICLE-VI : RIGHT OF THE DEVELOPER

1.That during the period of construction the **"DEVELOPER"** shall appoint their own architect or engineer for supervision of the proposed multistoried without any further consent of the **"OWNERS"**.

2.The **"DEVELOPER"** shall construct the building as per proposed building **"PLAN"** to be sanctioned by the Kamarahati Municipality at the costs and expenses of the **"DEVELOPER"** without any hindrance and obstruction from the end of the **"OWNERS"**.

3.The **"DEVELOPER"** shall complete the project in all respect and shall be entitled to make agreement for sale with the intending Buyer

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Partner

or Buyers for selling any flat or flats, garage, shop etc. from their allocation and to receive earnest money for the same without any further permission from the **"OWNER"**

4.The **"DEVELOPER"** shall be entitled to represent the **"OWNERS"** everywhere in respect of this particular project.

5.That the **"DEVELOPER"** shall be at liberty to engage any other firm or firms for completion of any particular job in connection with the said project at their own risk and expenses and the **"DEVELOPER"** may take any other person or persons, body corporate or association of persons, firm, as the case may be, as their partner in respect of this project ,if necessary, during the construction of the proposed building as per their own choice without any further approval from the **"OWNERS"** in this respect and in such an event as stated herein before, the **"OWNERS"** will be bound to provide all necessary approval in writing in this regard.

ARTICLE-VII : ARBITRATION

1. All disputes or differences in relation to or arising out of or touching this agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement shall be referred to the arbitration of the Arbitrator appointed by the **DEVELOPER**, whose decision shall be final and binding on all the Parties. The Arbitrator shall have summary power and may or may not keep any record of Arbitration proceedings and shall be governed by the Provisions of the Indian Arbitration and Conciliation Act ,1996 with all modification for the time being in force. The place of Arbitration shall be Kolkata only. In connection with the aforesaid arbitration proceeding, only the Honorable High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

ARTICLE VIII : DOCUMENTATION

1. All fees, costs, charges and expenses for preparation of the proposed transfer deeds and all other deeds and documents shall be borne by the transferee of flats/shops/offices/garage and other spaces of the proposed commercial cum-residential building and such fees, costs and expenses shall have to be related to the **"DEVELOPER"**'s

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allocation / share, not in any way relating to the **"OWNERS"**s allocation.

2. That all the deeds of transfer shall contain all the restrictions and covenants as required for the purpose of protection of the best interest of the same and all deeds and agreements shall be drawn up by the **"DEVELOPER"**s advocate **MR. PARTHA SARATHI DATTA,** MBA (F), LL.B. Advocate., High Court, at Calcutta, having his chamber at 1/14, Jatindas Nagar, P.O. & P.S. Belgharia , Kolkata - 700 056 , District-North 24 Parganas.

ARTICLE IX: OWNERS'S OBLIGATIONS AND CONVENANTS

1. The **"OWNERS"** shall render their best cooperation and assistance to the **"DEVELOPER"** in the matter of development of the **SAID PROPERTY** by construction of the proposed building as may be from time to time as necessary or required.

2. The **"OWNERS"** herein shall sign, execute and deliver all applications, letters and papers and documents as may be necessary, if required, for obtaining telephone, electricity, water, drainage, sewerage and other essential and civic services, in or upon the said building or portion thereof in the name of the transferee/**"OWNERS"** or other person or persons in respect of **"DEVELOPER"**s allocation.

3. The **"OWNERS"** shall not in any manner object or obstruct the carrying out of the development as and when the **"DEVELOPER"** shall construct the said commercial cum residential building and to do any act deed, matter or development of the said premises arid/or construction of the proposed building complex by the **"DEVELOPER"** and selling/transferring of flats/ units by the **"DEVELOPER"** to the intending purchaser/purchasers from the **"DEVELOPER"**s allocation.

4. Neither the **"OWNERS"** nor the **"DEVELOPER"** herein shall in any manner encumber, mortgage, charge or otherwise deal with or dispose of the said plot and/or the said land or any portion thereof pending this agreement and/or development work.

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possession of the **"SAID PROPERTY"** till the peaceful physical possession of the **"OWNERS"**s allocation by the **"DEVELOPER"** and under no circumstances, the **OWNERS** herein shall be liable for such cost of shifting and initiatives. The amount of monthly rent as contemplated herein before shall be determined in accordance with the mutual consent of both the parties of this indenture AND it is decided that the parties of this indenture shall execute separate agreement for this purpose.

8. It is hereby expressly declared by and between the Parties of this Indenture that if the **"OWNERS"** wants to sale his portion of owners allocation, he shall first offer the same to the **DEVELOPER** and after declination in this respect by the **DEVELOPER** , he shall be entitled to sell the same to other stranger.

9.The **"DEVELOPER"** hereby undertake to arrange all the necessary approval from the competent authority such as approval of concerned municipality, BLRO approval etc. at his own cost and expenses and will conduct a legal searching of the **"SAID PROPERTY"** of the **"OWNER"** in an independent manner in order to make themselves convinced that the title of the property is marketable & free from all sorts of encumbrances, attachments, charges and other claims & demands.

ARTICLE-IX

Honorable High Court, at Calcutta, alone shall have the jurisdiction to try and entertain all actions, suits, and proceedings arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of the "SAID PROPERTY"]

ALL THAT PICE AND PARCLE bastu land admeasuring 0.0875 acre , be the same a little bit of more or less , presently lying and situated at premise no. 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata - 700 076 , Dist. North 24 Parganas , West Bengal , India , comprised in Mouza - Dakshineswar , R.S Dag No. 556 , Plot No. 735 , present Khaitian Nos. 502 , 589 ,861 , 907 , 1571 and 2364 , J.L No. 4 , R.S No. 1 , present ward No. 12 and Holding No.559 of Kamarahati Municipality along with a old puca residential house building on and over the said property of above description which is butted and bounded as follows :

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Partner

ON THE NORTH : By 16' wide K.P Mukherjee Road

ON THE SOUTH : By vacnt land of Sri. Shyamal Roy.

ON THE EAST : By property and house of Sri. Biswanath Samanta.

ON THE WEST : By property of Smt. Laxmi Ghosh.

THE SECOND SCHEDULE ABOVE REFERRED TO :

[Description of common space, open space and common facilities and amenities in the said new building to be constructed]

ALL THAT the stair case of the building including lift , lobbies , water reservoir, overhead tank, other common spaces and open spaces of the said **"NEW BUILDING"** including roof of the main building, main sanitary line, water line, sewerage line, outside wall of the main building, main electric line, electric meter from pump room and other common facilities and amenities available therein in the said building together with other common right of easement available therein and for enjoyment of the same with other occupiers of the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO :
[Specification of works schedule]

1.Foundation: R.C.C (1:2) in frame structure

2. Wall : Outside 8" , inside partition 3"

3.Doors : Flash door (Ply wood palla), only PVC made door at toilet .

4. Windows : Standered aluminum structured windows with glass fitting.

5. Electrical : Total 16 (Sixteen) concealed electrical points will be provided . Entire electrical works will be done by standard quality branded materials.

6. Floor : Complete marble and /or tiles.

7. Water : One sub-marsible pump along with electric motor for storing water at overhead reservoir.

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8. Toilet : Indian / Western / Anglo Indian , sower, water line and wall will be covered up to 5' height with glazed tiles.

9. Kitchan : One still made sink and one black stone made cooking table and wall will be covered upto 2.5 feet height by glazed tiles from the surface of the said table.

10. Sanitary & plumbing : Two tap connection, one sower conection, one sistern , one basin .

11 Lift : One lift of standard quality shall be installed at the said **"NEW BUILDING"**.

MAA BHABATARINI UDYOG
Partner

IN WITNESS WHEREOF the Parties hereto in simple mind without any pressure and after read over and explain and hereunto set and subscribed their respective hands on the day, month and year first above written..

Signature of "OWNERS"

1. Debabrata Bhattacharya
[DEBABRATA BHATTACHARYA]

1. Amit Chakraborty
28 Gbola Road
Kol-83

2.
[SANYUKTA BHATTACHARYA]

3. Minati Bhattacharya
[MINATI BHATTACHARYA]

4. Debasree Chatterjee
[DEBASREE CHATTERJEE]

2.

5. Chandan Bhattacharjee
[CHANDAN BHATTACHARJEE]

Signature of "DEVELOPER"

MAA BHABATARINI UDYOG

1. Sujan Sarkar
Partner
[SUJAN SARKAR]

MAA BHABATARINI UDYOG

2. Souvik Ghosh
Partner
[SOUVIK GHOSH]

MAA BHABATARINI UDYOG
Souvik Ghosh
Partner

Drafted by :
Partha Sarathi Datta
Partha Sarathi Datta
Advocate
High Court, Calcutta, Kolkata - 700 001
F/695/2013

MONEY RECEIPT

Receive with thanks **Rs.1,50,000/- (Rupees One Lac Fifty Thousand) only** from above named Developer in the following manners as part of the owners allocation in pursuant with this Development agreement and this money receipt shall be the integral of this indenture for all purposes.

Sl.No.	Chq. No.	Chq. Date	Bank & Branch	Amount
1	216413	22/04/2019	Canara Bank , Dakshineswar Branch	50,000.00
2	216414	22/04/2019	Canara Bank , Dakshineswar Branch	50,000.00
3	216415	22/04/2019	Canara Bank , Dakshineswar Branch	50,000.00
Total				1,50,000.00

Rupees One Lac Fifty Thousand Only.

Signature of "OWNERS"

1. Debabrata Bhattacharya
[DEBABRATA BHATTACHARYA]

2. [illegible]
[SANYUKTA BHATTACHARYA]

3. Minati Bhattacharya
[MINATI BHATTACHARYA]

4. Debashree Chatterjee
[DEBASREE CHATTERJEE]

5. Chandan Bhattacharjee
[CHANDAN BHATTACHARJEE]

1. Amit Chatterjee
28, Gihola Road
Kol-83

2. Pran Chatterjee

MAA BHARATARINI UDYOG
Partner