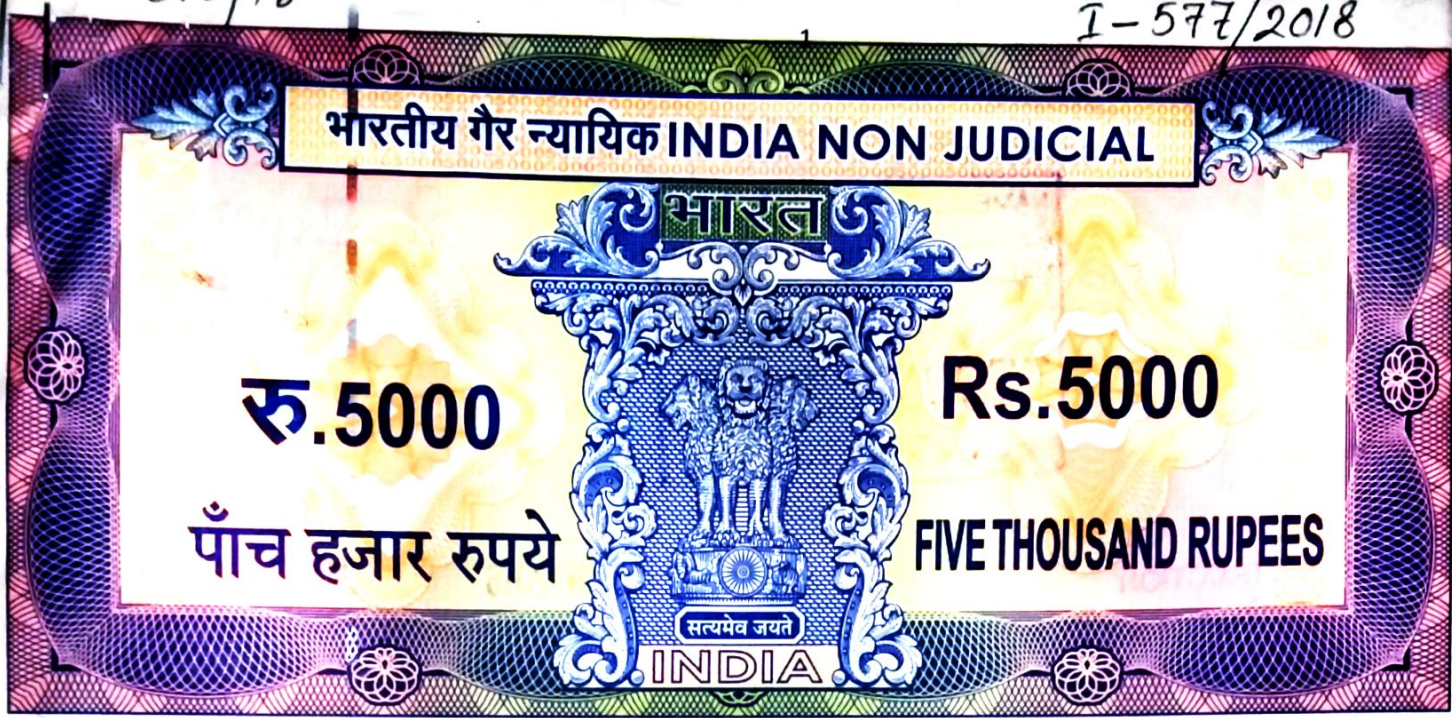


613/18

I-577/2018



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

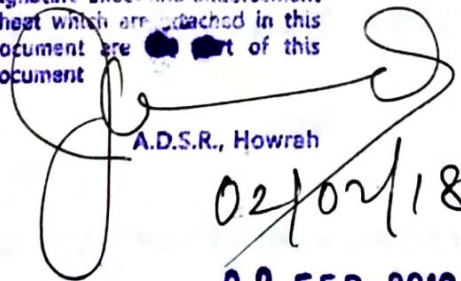
D 811830

Q-29883/18

01/02/18

ar
6:30 P.M

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are part of this document



A.D.S.R., Howrah

02/02/18

02 FEB 2018

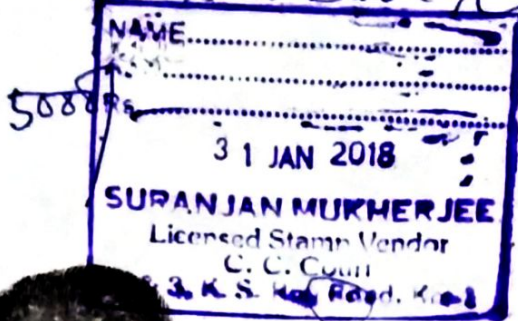
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 1st day of February, Two Thousand Eighteen (2018).

BETWEEN

112928

M/S. Sai Baba Construction



P. O. - Ghoshpara
P. S. - Nischinda
Howrah - 7112

Paresh Singh.



326

31 JAN 2018

SAI BABA CONSTRUCTION
Paresh Singh.
PARTNER



08811830 327

Sankar Lal Bhatta charjee



328

SAI BABA CONSTRUCTION
Sumit Mahato
PARTNER



329

SAI BABA CONSTRUCTION
M. S. 4721
PARTNER

330

SAI BABA CONSTRUCTION
Sudeb Karmaker
PARTNER



Additional District
Sub-Registrar, Howrah

01 FEB 2018

Identified by me
Suman Jana Adv.
S/o. Kedar Nath Jana
Sarpipara, Bally,
Howrah - 711227

SRI SANKAR LAL BHATTACHARJEE having Income Tax Permanent Account Number **DJVPB8030G**, Son of Late Gour Gopal Bhattacharjee, by faith Hindu, by occupation Service, by Nationality Indian, residing at 243/2, Nischinda Madhyapara, Post Office- Ghoshpara, P.S- Nischinda (formerly Bally), District- Howrah, Pin- 711227, hereinafter called and referred as the **"LAND OWNER"** (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes his heirs executors, administrators, representatives and assigns and or assigns) of the **FIRST PART**.

AND

M/S. SAI BABA CONSTRUCTION, a partnership firm, under the partnership Act, 1932, (Income Tax Permanent Account Number **ADOF54148N**, having its registered office Nischinda, P.O. Ghoshpara, P.S. Nischinda (formerly Bally), District- Howrah, Pin- 711227, represented by its partners named **1) SRI SUMIT MAHATO** having his Income Tax Permanent Account Number **BBPPM7558E**, Son of Ramesh Mahato, by faith Hindu, by occupation Business, by Nationality Indian, residing at Ramchandrapur, P.O. Durgapur, P.S. Nischinda (formerly Bally), District: Howrah, Pin: 711205, **2) SRI RAJU DAS** having his

Income Tax Permanent Account Number **BEGPD5413K** , Son of Late Dinobandhu Das, by faith Hindu, by occupation Business, by Nationality Indian, residing at 43/1, 15B, Bidhan Pally, P.O. Belurmata, P.S. Belur, District- Howrah, Pin- 711202, **3) SRI SUDEB KARMAKAR** having his Income Tax Permanent Account Number **AOWPK3288G**, Son of Late Nitai Chandra Karmakar, by faith Hindu, by occupation Business, by Nationality Indian, residing at Nischinda, P.O. Ghoshpara, P.S. Nischinda (formerly Bally), District- Howrah, Pin- 711227 **4) SRI PARESH SINGH** having his Income Tax Permanent Account Number **EPAPS0521F**, Son of Late Ram Sakal Singh, by faith Hindu, by occupation Business, by Nationality Indian, residing at Sukanta Sarani, P.O. Ghoshpara, P.S. Nischinda (formerly Bally), District- Howrah, Pin- 711227, hereinafter referred to as the **"PROMOTER-CUM-DEVELOPER"** (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes her heirs executors, administrators, representatives and assigns and or assigns) of the **SECOND PART**.

WHEREAS by a registered deed, One Sri Gour Gopal Bhattacharjee, Son of Late Gopal Krishna Bhattacharjee seized

and possessed piece or parcel of Bastu land measuring an area a little more or less 10 cottahs including common passage appertaining there to situated at Mouza- Bally, J.L No. 14, Comprised in R.S. Dag No. 6823 and 6824, khatian No. 480, within the jurisdiction of Nischinda Gram panchayet, P.S- Bally, District- Howrah.

AND WHEREAS by a registered deed of Settlement dated 10/10/1983 and recorded in Book No. I, Volume No. 62, Pages from 267 to 271, Being No. 2578, for the year 1983, in the office of the Additional District Sub-registrar Howrah. Said Sri Gour Gopal Bhattacharjee transferred and conveyed to his younger son Sri Sankar Lal Bhattacharjee, Son of Sri Gour Gopal Bhattacharjee a piece and parcel of Bastu land measuring an area a little more or less 4cottahs 8chittaks including common passage appertaining there to situated at Mouza- Bally, J.L No. 14, comprised in R.S. Dag No. 6823 and 6824, khatian No. 480, within the jurisdiction of Nischinda Gram panchayet, P.S- Bally, District- Howrah.

AND WHEREAS after death of said Gour Gopal Bhattacharjee, said Sri Sankar Lal Bhattacharjee now herein become the owner in all that a piece and parcel of Bastu land measuring an area a

little more or less 4cottahs 8chittaks including common passage appertaining there to situated at Mouza- Bally, J.L No. 14, comprised in R.S Dag No. 6823 and 6824, khatian No. 480, within the jurisdiction of Nischinda Gram panchayet, P.S- Bally, District- Howrah.

Sankar Lal Bhattacharjee

AND WHEREAS by a registered deed Said Sri Sankar Lal Bhattacharjee transferred to Surajit Bhattacharjee and Debashis Bhattacharjee a piece and parcel of Bastu land measuring an area a little more or less 1 cottah out of total 4 Cottahs 8 Chittaks including common passage appertaining there to situated at Mouza- Bally, J.L No. 14, comprised in R.S Dag No. 6823 and 6824, khatian No. 480, within the jurisdiction of Nischinda Gram panchayet, P.S- Bally, District- Howrah.

AND WHEREAS said Sri Sankar Lal Bhattacharjee now herein become the owner in all that a piece and parcel of Bastu land measuring an area 3 Cottahs 8 Chittaks including common passage a little more or less mentioned in the **FIRST SCHEDULE** hereunder and the said Bastu land free from all encumbrances, charges, lien, lispence, attachment, trusts whatsoever and howsoever.

AND WHEREAS said Sankar Lal Bhattacharjee intended to erect a new building in same portion of the first schedule mentioned land i.e. 3 cottahs 8 chittaks.

AND WHEREAS the second party/developer herein approached the parties of the first part/land owner for under taking the job of development of said land measuring an area containing by estimation 3cottahs 8chittaks by demolishing the existing structure and constructing/erecting and completing a new building in the said land in accordance with the plan to be sanctioned by the Howrah Zila parishad to which the parties herein have agreed the terms and conditions hereinafter appearing.

It has been represented to and assured by the parties of the first part/land owners to the developer:-

- a) That the said premises and all portion thereof are free from all encumbrances, mortgage, lien, charges, lispence, attachments, trusts, acquisition and/or requisition whatsoever or howsoever.
- b) That no demand of any kind whatsoever is outstanding against and/or payable by the owner of and in respect of

the said premises under the public Demands Recovery act or others.

- c) There is no impediment of any nature whatsoever by reason of which the owner is or may be prevented through entering into this agreement with the developer.
- d) The landowner is the sole and absolute owner of the said premises and appurtenant there to and there is no other co-sharer/s with the parties of the first part.
- e) No court/proceeding and /or litigation of any nature relating and/or concerning the said premise are pending in any court of law.

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

1. This agreement has commenced and/or shall be deemed to have connected on and with effect from the date of its execution and shall remain in force till such time the proposed building is completed as mentioned hereunder unless otherwise agreed upon in writing.
2. Pursuant to this agreement and subject to the mutual obligations as are hereinafter stated between the parties

hereto; the owner has agreed to appoint the developer as the exclusive developer for the purpose of undertaking the development and for the commercial exploitation of the same of **ALL THAT** the said premises containing by admeasurements an area of 03 (three) cottahs 08 (eight) chittaks situated at Mouza- Bally, J.L No. 14, comprised in R.S Dag No. 6823 and 6824, khatian No. 480, within the jurisdiction of Nischinda Gram panchayet, P.S- Bally, District- Howrah, a little more or less and more fully and particularly described in the first schedule hereunder written and hereinafter for the sake of brevity referred to as the **"SAID PREMISES"**.

3. Subject to the terms and conditions herein contained the owner has granted to the developer the exclusive right to enter upon the said premises for the purpose of development consisting erecting and completing the new building on the said premises consisting of several self contained units/flats capable or being held and/or enjoyed independently.
4. Soon after execution of this agreement and the owner delivering vacant and peaceful possession of the entirety of