

MRITYUNJAY MITRA

Advocate, NOTARY PUBLIC GOVT. OF INDIA
District Judges' Court,
North 24 Parganas, Barasat
Kolkata - 700 124, W.B.

Office / Residence :
Bidhan Pally
P.O. & P.S. : Madhyamgram
(Previous P.S. : Barasat)
North 24 Parganas
Kolkata - 700 129



NOTARIAL CERTIFICATE

(Persuant to Section 8 of the Notaries Act 1952)

BEFORE THE NOTARY PUBLIC
24-Parganas (North)

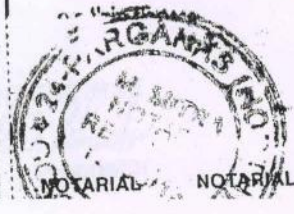
Know all men by These Presents that, I Sri M. Mitra, Advocate duly appointed by the Government of India as a Notary being authorised to practice subject to the provisions of the Notaries Act, 53 of 1952 and the Notaries Rules, 1956 made thereunder in and throughout the District of North 24 Parganas in the State of West Bengal within the Union of India, do here-by verify, authenticate, certify and attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate & attest that the annexed Instrument marked 'A' is executed by - 1) Sri Saikat Chandra Bhadra S/o Late Pran Krishna Bhadra 2) Sri Netai Bhadra S/o Sri Selular Chandra Bhadra 3) Sri Netai Bhadra S/o Sri Netai Bhadra all are residing at 32 New Pally (New Bar) P.O. Newpara, P.S. Baranagar, N. 24 Parganas Kolkata - 700 901

PRIMAFACIE the annexed Instrument 'A' appears to be in the usual procedure to serve and avail as needs occasions shall or may require for the same,

IN FAITH AND TESTIMONY WHEREOF being required of a Notary, I the said NOTARY do hereby subscribe my hand and affix my seal of office at Barasat

12th day of January 2019
Attest
MRITYUNJAY MITRA
NOTARY PUBLIC
GOVT. OF INDIA



SL. No. 04/2019
12 JAN 2019



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 279963



BEFORE THE NOTARY PUBLIC
24-Parganas (North)



DEVELOPMENT AGREEMENT

This Development Agreement is made of this 12th day of,
January, 2019 (Two Thousand Nineteen) Christian
Era

BETWEEN

SAHEB ENTERPRISE
Netai Bhosh
Proprietor

Netai Bhosh
Sankar chand Bhosh
Dipankar Bhosh

Sl. No. 201
12 JAN 2019

(1) **SRI SANKAR CHANDRA BHADRA (PAN ADYPB2157J)**, son of Late Pran Krishna Bhadra, by faith - Hindu, by nationality - Indian, by occupation - Business, (2) **SRI NETAI BHADRA (PAN AHDPB8164C)**, son of Sri Sankar Chandra Bhadra, by faith - Hindu, by Nationality - Indian, by occupation - Business, and (3) **SMT DIPANWITA BHADRA (PAN AQJPB3734B)**, wife of Sri Netai Bhadra, by faith - Hindu, by Nationality - Indian, by Occupation - Business, all are residing at 3/2, New Pally (Nawpara), P.O. Nawpara, P.S. Baranagar, Kolkata - 700090, District North 24 Parganas, hereinafter called and referred to as the **OWNERS** (which term and expression shall deem to mean and include his legal heirs, successors, representatives, executors and assign) of the **ONE PART**

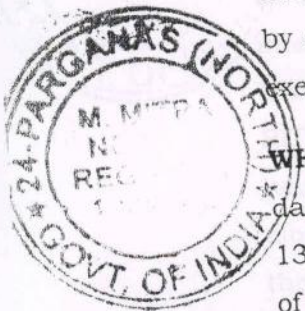
AND

"M/S SAHEB ENTERPRISE" (PAN - AHDPB8164C), a proprietorship firm, having its office at 3/2, New Pally (Nawpara), P.O. Nawpara, P.S. Baranagar, Kolkata - 700090, District North 24 Parganas being represented by its Proprietor **SRI NETAI BHADRA (PAN AHDPB8164C)**, son of Sri Sankar Chandra Bhadra, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 3/2, New Pally (Nawpara), P.O. Nawpara, P.S. Baranagar, Kolkata - 700090, District North 24 Parganas, hereinafter called and referred to as the **'DEVELOPER'** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators and representatives) of the **"OTHER PART"**.

WHEREAS one KALIPADA DAS by virtue of a bengali SAAF BIKRAY KOBALA dated the 2nd February, 1944 corresponding to Bengali Calendar 19th Magh, 1350 B.S., purchased from the then owners Sri Jitendra Nath Manna & Others of ALL THAT piece and parcel of LAND measuring 1 (one) Bigha 9 (nine) Cottah (048 Satak) situated and lying at Mouza - Noapara, Touzi No. 173, J.L. No. 9, R.S. No. 22, Khatian No. 324, Dag No. 182, under the limits of Baranagar Municipality, under Ward No. 17, Holding No. 867, at Municipal Premises No. 17, Nabin Chandra Das Road, P.O. Noapara, P.S. Baranagar, Kolkata - 700 090, within the jurisdiction of A.D.S.R. COSSIPORE DUM DUM, District - North 24 Parganas. The said Deed was registered in the Office of the A.D.S.R.

Netai Bhadra

*Sankar Chandra Bhadra
Kiranwita Bhadra*



Cossipore Dum Dum vide Book No. 1, Volume No. 6, Pages from 151 to 154, Being No. 167 for the year 1944.

AND WHEREAS thus the aforesaid KALIPADA DAS being the sole owner of the aforesaid property was in peaceful enjoyment without any obstruction or eviction from any person whatsoever of the same in khas possession and got his name mutated in the records of the Government and local authorities paying rents, taxes and other outgoings for the same.

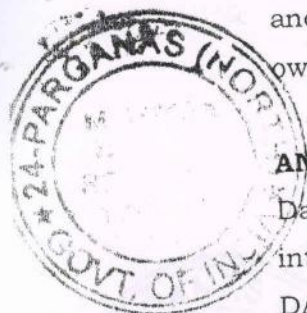
AND WHEREAS during the enjoyment of the said property, the aforesaid KALIPADA DAS died intestate on 18.11.1994 and afterward his wife NITYA BALA DAS also died intestate on 13.02.2000 leaving behind them their 3 (three) sons viz SRI GANESH CHANDRA DAS, KARTICK CHANDRA DAS & SRI RANJIT KUMAR DAS & 5 (five) daughters VIZ. SMT NANDARANI DAS, SMT KANAN PAUL, BELA GHOSH, SMT JHARNA CHATTERJEE, SMT MILI JOARDAR ALIAS MILI JOARDER as their legal heirs/heirss and/or successors and as per Hindu Succession Act, 1956, the aforesaid persons became the joint owners of the property left by KALIPADA DAS and NITYA BALA DAS.

AND WHEREAS thereafter, among the aforesaid persons, one Kartick Chandra Das died intestate on 16.10.1990 and his wife Smt Gita Das, also died intestate on 09.12.2005 leaving behind them their only son SRI ARUP KUMAR DAS, Vendor No. 7 and 3 (three) daughters viz. SMT MITALI BAIRAGI, SMT RITA GHOSH and SMT RUPA DAS, the Vendor No. (8) to (10) as their legal heirs/heirss and/or successors and as per Hindu Succession Act, 1956, the aforesaid persons became the joint owners of the undivided property left by their father Kartick Chandra Das.

AND WHEREAS thereafter, among the aforesaid persons, one Bela Ghosh died intestate on 25.07.2006 leaving behind her husband namely SRIAJIT KUMAR GHOSH and one daughter SMT LISI PODDAR, two sons SRI GHOSH RAJKUMAR alias SRI RAJ KUMAR GHOSH and SRI RITUN GHOSH, became the joint owners of the undivided property left by Bela Ghosh.

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AND WHEREAS the said Vendors thus inherited the aforesaid land and became the lawful joint owners thereof and while were seized and possessed of the same as joint owners thereof, sold out some part & portion to the intending buyers and have been enjoying the rest property of **ALL THAT** piece and parcel of LAND measuring 1 (one) Bigha 9 (nine) Cottah (048 Satak) situated and lying at Mouza - Noapara, Touzi No. 173, J.L. No. 9, R.S. No. 22, Khatian No. 324, 312,313, 314 and 315, Dag No. 182, under the limits of Baranagar Municipality, under Ward No. 17, Holding No. 867, at Municipal Premises No. 17, Nabin Chandra Das Road, P.O. Noapara, P.S. Earanagar, Kolkata - 700 090, within the jurisdiction of A.D.S.R. COSSIPORE DUM DUM, District - North 24 Parganas and became the lawful joint owners thereof and have been enjoying the same peacefully, freely, absolutely and forever without any interruptions demand or claim and free from all encumbrances as whatsoever from any corners along with rights to sell, convey, transfer and develop the same to any intending person or persons at any consideration and/or any terms and conditions they will think fit and proper.

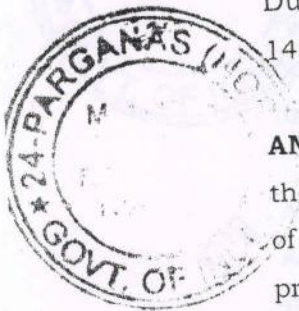
AND WHEREAS in the mean time, the aforesaid Vendors No. (1) & (3) to (14) , by virtue of a registered General Power of Attorney, appointed SRI RANJIT KUMAR DAS as their lawful and constituted attorney and the said General Power of Attorney was registered in the Office of the A.D.S.R. Cossipore Dum Dum, vide Book No. IV, Volume Number 1506-2018, Pages from 14800 to 14841, Being No. 150600559 for the year 2018.

AND WHEREAS due to gaining of monetary benefit, the said Vendors through their said constituted and lawful attorney SRI RANJIT KUMAR DAS, by virtue of a registered Deed of Conveyance, dated 10.10.2018 have sold out the said property, in favour of (1) **SRI SANKAR CHANDRA BHADRA** , (2) **SRI NETAI BHADRA** and (3) **SMT DIPANWITA BHADRA** the present Owners herein, of **ALL THAT** piece and parcel of Bastu Land measuring **12 (Twelve) Cottahs 10 (Ten) Chittacks** be the same or a little more or less together with structure out of the aforesaid entire property at Municipal Premises No. 17, Nabin Chandra Das Road, P.O. Noapara, P.S. Baranagar, Kolkata - 700 090, within the

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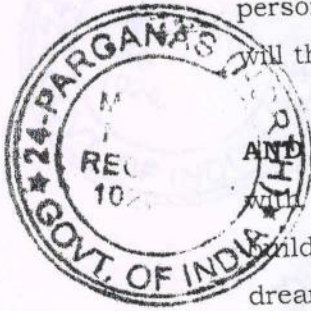
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jurisdiction of A.D.S.R. COSSIPORE DUM DUM, District - North 24 Parganas morefully described in the Schedule "A" written hereinafter. The said Deed of Conveyance was registered in the Office of the A.D.S.R. Cossipore, Dum Dum, vide **Book No. I, Volume No. 1506 - 2018, Pages 405517 to 405557, Being No. 150609117 for the year 2018.**

AND WHEREAS thus the present owners herein became the joint owners of the property of **ALL THAT** piece and parcel of Bastu Land measuring **12 (Twelve) Cottahs 10 (Ten) Chittacks** be the same or a little more or less together with structure situated and lying at **Premises No. 17, Nabin Chandra Das Road, P.O. Noapara, P.S. Baranagar, Kolkata - 700 090**, within the jurisdiction of A.D.S.R. COSSIPORE DUM DUM, District - North 24 Parganas and got their name mutated in the records of the Government and local authorities paying rents, taxes and other outgoings for the same and have been enjoying the same peacefully, freely, absolutely and forever without any interruptions demand or claim and free from all encumbrances as whatsoever from any corners along with rights to sell, convey, transfer and develop the same to any intending person or persons at any consideration and/or any terms and conditions they will think fit and proper.



AND WHEREAS the aforesaid Owners herein, during enjoyment of the same, with a view to developing the said property by constructing a multi-storied building thereon searching a good person or company who could fulfill their dream.

AND WHEREAS the Developer, "**M/S SAHEB ENTERPRISE**" (PAN - **AHDPB8164C**), a proprietorship firm, having its office at 3/2, New Pally (Nawpara), P.O. Nawpara, P.S. Baranagar, Kolkata - 700090, District North 24 Parganas being represented by its Proprietor **SRI NETAI BHADRA**, ONE OF THE OWNERS, is also a Developer, has been working with a good repute for a long and approached the said Owners with a proposal for constructing a multi-storied building on the said property after demolishing the existing old structures at his own costs and the Owners being interested to the proposal of

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Netai Bhadra

Netai Bhadra
Sankar Chandra Bhadra

the Developer hence this Agreement is being executed by both parties recording certain terms and conditions.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the parties herein.

In this Agreement the terms used herein shall unless be excluded or repugnant to the subject or context shall have the following meanings.

Premises shall mean and include **ALL THAT** piece and parcel of LAND measuring **12 (Twelve) Cottahs 10 (Ten) Chittacks** be the same or a little more or less situated and lying at Mouza - Noapara, Touzi No. 173, J.L. No. 9, R.S. No. 22, Khatian No. 324, Dag No. 182, under the limits of Baranagar Municipality, under Ward No. 17, Holding No. 867, at Municipal Premises No. 17, Nabin Chandra Das Road, P.O. Noapara, P.S. Baranagar, Kolkata - 700 090, within the jurisdiction of A.D.S.R. COSSIPORE DUM DUM, District - North 24 Parganas.

Building shall mean multi-storied building to be constructed in or upon the said premises in accordance with Plan to be sanctioned by the Baranagar Municipality and shall also include all other space and/or area intended or meant for the common enjoyment and facilities of the building.

Saleable space shall mean the space in the building available for independent use and occupation of the Developer.

The total project shall be completed within **24 (Twenty Four) months** from the date of sanction of building plan to be sanctioned by the Baranagar Municipality.

In lieu of consideration of Owner's land and property as described herein above, the Developer would allot to the Owners as under :-

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Dipamrita Bhadr



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Owner's allocation shall mean in consideration of the Owners permitting and granting right to the Developer to built upon the said Flat Building and to sell and transfer the flats and other portion partly (except owner's share) of proposed building and for which the Developers will pay and provide to the Owners :-

As per sanctioned plan of the Baranagar Municipality a self contained flat (one BHK) measuring 3500 sq.ft. on the 4th Floor, Block -B of the proposed multistoried building together with proportionate right, title and interest in the land in common facilities and amenities including right to use thereof of the aforesaid Premises.

The Developer has to handover the aforesaid Flats to the Owners, as stated above, within **24 (twenty four) months** from date of sanction of building plan without any cost or without any type of Fees of without any monetary charges.

Besides the aforesaid several flats, the Owners will also be given a total sum of Rs. 2,00,000/- (Rupees **(Two)** Lakh) only will be given by several installments within giving possession of the newly built flat in favour of the Owners.

Developer's allocation shall mean all the constructed spaces of the proposed **multi-storied building** consisting of several flats (except the owners' allocation as stated above) together with proportionate right, title and interest in the land in common facilities and amenities including right to use thereof of the aforesaid Premises.

That all cost of preparation and sanction of the building plan and all other necessary expenses spent there for including the cost of construction shall be incurred or borne by the Developer. The cost of construction of the common areas and common facilities shall also be borne by the Developer.

The Owners is absolutely seized and possessed of otherwise well and sufficiently entitled to **ALL THAT** the said property free from all encumbrances

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and liens whatsoever. The Developer declares that they have entered into this Agreement after being fully satisfied about the title of the Owners.

That except the title to the said property the Owners shall not be liable in any way whatsoever. The Owners shall handover all xerox copy of Deed and papers relating to the said property. The Owners must produce the original Deed and paper for inspection whenever necessary. The Developer alone shall be responsible for all losses, damages and expenses arising out of such construction or in course of such construction of the building. If any accident happen in making the construction the developer will also be responsible to indemnify the losses or damages arising there from.

The Owners will execute a registered Power of Attorney in favour of the Developer for purpose of constructing the building and of selling the flats of the Developer's allocation.

It is hereby agreed by and between the parties that the Developer shall have right to sell the entire constructed portion except the flats which are to be provided to the Owners as stated above and they will have right to enter into agreements with the intending purchaser/s to sell flats etc. of the newly built flat building and to take advance from such buyers.

As per the choice of Developer, the Architech, Engineer, Contractor etc. will be recruited and the Owners shall have no right to interfere in the same. The Developer shall have right to enter into any Agreements or selling the Flats which is proposed to vest in the Developer's Allocation. The Owners shall have no liability for the money received by the Developer from the Intending Purchasers.

The total transaction to be completed within **24 (twenty four) months** from the date of sanction of building plan from the Baranagar Municipality but this time may be extended **up to 30 (thirty) months** if the Developer will have



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to face the circumstances (like Flood, Earth-quake, Political Disturbances, Riot etc.) which is/are beyond the control of Developer.

The Developer undertakes to keep the Owners indemnified against all third party claim and actions arising out of any sort of act of the Developer or in relation to the construction of the new building.

The Developer shall at his own cost and expenses and without fixing any financial or other liabilities on Owners, shall construct and complete the building thereon in accordance with the building plan. The Developer is not entitled to encumber or mortgage and impose any financial liabilities upon the property of the Owners without prior approval and/or written permission of the Owners.

That both the parties may agree in writing to alter and/or amend any of the aforesaid provisions if mutually agreed.

The Developer shall be entitled to prepare plan with the approval of the Owners and submit the same to the Baranagar Municipality in the name of the owners. The Owners shall also sign on the paper, plan, and affidavit as and when necessary.

The Developer shall indemnify and keep indemnified the Owners against all losses, damages, costs and expenses that will be incurred and suffered by the Owners on account of or arising out of breach of any of these terms or any law, rules or regulations in respect of the said construction..

The Developer shall construct the **multi-storied building** on the said property after demolishing the existing structure thereon and debris will be sold and the amount accrued thereon will be possessed by the Developer.

The Developer shall pay for the mother meter of the aforesaid building (i.e. electrical connection from CESC Ltd). Meter/s should be provided for the

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aforesaid Flats, which are possessed by the Owners without any charges or cost.

All disputes and differences arisen by and between the parties shall be resolved by the Sole Arbitrator appointed by the Developer and the place of Arbitration shall be at Kolkata.

**SCHEDULE - "A" ABOVE REFERRED TO
(DESCRIPTION OF THE PROPERTY TO BE DEVELOPED)**

ALL THAT piece and parcel of Bastu Land measuring **12 (Twelve) Cottahs 10 (Ten) Chittacks** situated and lying at Mouza - Noapara, Touzi No. 173, J.L. No. 9, R.S. No. 22, Khatian No. 324, 312,313, 314 and 315, Dag No. 182, under the limits of Baranagar Municipality, under Ward No. 17, Holding No. 867, at Municipal Premises No. 17, Nabin Chandra Das Road, P.O. Noapara, P.S. Baranagar, Kolkata - 700 090, within the jurisdiction of A.D.S.R. COSSIPORE DUM DUM, District - North 24 Parganas together with proportionate right, title and interest in the land in common facilities and amenities including right to use thereof of the aforesaid Premises and which is butted and bounded by :-

ON THE NORTH	:	By 7 ft 3 inch common passage;
ON THE EAST	:	By Other's Land;
ON THE SOUTH	:	By Other's Land;
ON THE WEST	:	By 7 ft wide common passage;

**SCHEDULE "B" AS REFERRED TO HEREINABOVE
(STRUCTURE & SPECIFICATION)**

1. Foundation : R.C.C.(1:2) in frame structure.
2. External wall : 8"/5" thick brick work with quality brick in cement 1:5
3. Structural Frame : R.C.C.(1:2:4) in column beam slabs.

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Proprietor

Netai Bhadr
Sankar Chandra Bhadr
K. ... Bhadr



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4. Partition Walls : 5"/3" thick brick work with quality brick in cement mortar 1:4/1:3
5. External/Internal : External - 12 mm thick with cement 1:6 Plaster & Internal will be finished with paris.
6. Door : Main Gate of the Flat will be of good quality wood _____ & Sal Frame and other doors will be of Flush Door.
7. Windows : Alluminium Channel with glass fitting.
8. Floor : Full Marble finish.
9. Water Supply : By storing KMC water in a Reservoir and lifting by electric pump on top roof reservoir supply will be available round the clock to each flat.
10. Toilets : 6 feet hight coloured glazed tiles on walls and Marble/Floor Tiles/Mosaic finish on floors & plumbing materials will be of standard plastic all over pipe lines, 3 nos. Tap Water connection and one Shower & one basin (without stand) will be provided.
11. Kitchen : Gas Cylinder slab with black stone finish of 5' x 1½' with 3 (three) feet height coloured glazed tiles surrounding the slab & two tap water point and steel sink will be provided.
12. Interior wall finish : Plaster of Paris
13. Electric : Concealed wiring, room wise total _____ **points** will be provided.
14. Lift : 24 hours Lift Facility.

N.B. Plan design & specification may be changed if required

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Netai Bhoshn
Proprietor



Netai Bhoshn
Sankar chand. Bhoshn
Sipaniwita Bhoshn

IN WITNESS WHEREOF the OWNERS and DEVELOPER have hereunder set and subscribed their hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Witness :

(1) Satya Narayan Maunick
28/11 A.K. Mukherjee Road
KOL - 90

(2) Sunil Kumar Saha
42/9, N.C. Das Road
KOL - 90

Netai Bhadra
Sankar Chandra Bhadra
Dipamoytra Bhadra

SIGNATURE OF THE OWNERS

SAHEB ENTERPRISE
Netai Bhadra
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by me as per the information supplied by the parties.

12 JAN 2019

Raktim Sankar
12/01/19
RAKTIM SARKAR,
Advocate,
DISTRICT JUDGES COURT, BARASAT.
Enrollment No. F/978/907/2015
TARAKESHWAR CONSULTANCY
Office at 42/9, N.C. Das Road,
KOLKATA-700090
Mobile No. 9804118770
8013008820

Attested

Mittra
NOTARY
of India
Regn. No. - 1035/1
24-Parganas (North)

CHECKED BY
NOTARY CLERK



12 JAN 2019