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I-02AA5/2019



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 284430

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 examined to registration. The
 signature sheet / sheets & the
 endorsement sheet / sheets
 attached with this document
 are the part of this document.

Additional District Sub-Registrar
 Sodepur, North 24 Parganas

02 MAY 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on 02nd day of May 2019 (Two
 Thousand and Nineteen), Christian era,

BETWEEN

1.MANJUSREE BHATTACHARJEE (PAN BOYPB0750F) daughter of Late Harisadhan Banerjee and wife of Kedar Nath Bhattacharjee, by faith- Hindu, by occupation- Housewife, residing at 34, Pratapaditya Place, Kolkata- 700026,

2.JOYASREE CHATTERJEE (PAN AHKPC6742Q) daughter of Late Harisadhan Banerjee and wife of Kabindra Chatterjee, by faith- Hindu, by occupation- Housewife, residing at D/2, Gov. Housing Estate, P. O.- Entally, Kolkata- 700014,

3.DEBASHIS BANERJEE (PAN ARCPB2663H) son of Late Harisadhan Banerjee, by faith- Hindu, by occupation- Service, residing at Rahara Co-Operative Colony, P. O.- Rahara, P.S.- Khardah, Kolkata- 700118 hereinafter called the **VENDORS/LAND OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**

A N D

"CONCEPT ENTERPRISE" (PAN AANFC8853E) a partnership firm, having its office at Jaffarpur Panchanantala Pathagar, P.O.- Nona Chandanpukur, P.S.- Titagarh, Kolkata- 700122 represented by its partner namely:-

- (1) **SRI INDRAJIT BHATTACHARYYA (PAN AJPPB2819Q)** son of Late Debendranath Bhattacharyya, by faith - Hindu, by occupation - Business, residing at 13/2B, Old Calcutta Road, Bank Park, Barrackpore, P.O.-Talpukur, P.S.-Titagarh, Kolkata-700123, District- North 24 Parganas
- (2) **SMT. SUTAPA SARKAR (PAN AJJPS2985E)** wife of Naresh Sarkar, by faith- Hindu, by Occupation- Business residing at Nandan Kanan south Rahara, Khardah Police Station- Khardah, P.O.- Talpukur, Kolkata- 700119, District- 24paragonas (North)

(3) SRI RANJIT KUMAR MAJUMDER (PAN AEIPM5409B) son of Late Nepal Chandra Majumder, by faith - Hindu, by occupation - Business, residing at 31, Muralidhar Pally, Sodepur, P.S. - Sodepur, Kolkata - 700110, District North 24 Parganas

(4) SRI AJOY KUMAR SINGH (PAN AJFPS5766H) son of Ram Balak Singh, by faith - Hindu, by occupation- Business, residing at Arabinda Arena, Block- C, flat no. 1, floor- 2, Rahara bazaar, Kolkata- 700118, District- North 24 Parganas, hereinafter called the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

WHEREAS one Sri Atindra Nath Bandopadhaya Son of Late Kali Prasanna Bandopadhaya seized, possessed and acquired a piece of land 4(four) cottahs 2(two) chittacks more or less which is lying and situated at Mouza- Rahara, J. L. No.- 3, Re. Su. No.- 61, Touzi no.- 184 to 190, comprised in C. S. Dag No.- 98 under C. S. Khatian No. 64 which was purchase from Khardah Co- Operative Colony (A Co- Operative Society, Registered under West Bengal Co- Operative Society Act (Bengal Act XXI) of 1940 by way of a registered Deed of Sale dated 29.09.1954 and which was recorded in Book No. 1, Volume No. 20, pages 197 to 210, Being no. 4329 for the year 1954 and was registered in the office of the Sub Registrar at Barrackpore. Subsequently during peaceful enjoyment of the said property said Sri Atindra Nath Banerjee died intestate on 02.11.1973 leaving behind two sons namely Sri Hari Sadhan Banerjee and Sri Mihir Kumar Banerjee as his legal heirs and successors according to Hindu Succession Act, 1956 and also mentioned that Smt. Harabalika Banerjee wife of Sri Atitndra Nath Banerjee died intestate on 05.04.1967 which was prior to deceased Sri Atindra Nath Banerjee.

AND WHEREAS due to some unavoidable circumstances both the co-owners namely Sri Hari Sadhan Banerjee and Sri Mihir Kumar Banerjee mutually decided to partition their above said property by way of registered Deed of Partition on 17.08.1994 which was registered in the Book no.- I, vol. No.- 290, pages 203 to 218, Being no. 11442 for the year 1994 and was registered in the office Additional Registrar of Assurances, Kolkata.

AND WHEREAS above said one Sri Hari Sadhan Banerjee during his peaceful possession and enjoyment of the property measuring about 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 948, holding no.-39/34, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah, D. S.R. at Barasat and A. D. S. R. at Sodepur died Intestate on 15.07.06 leaving behind his one son namely Sri Debashis Banerjee and two married daughters namely Sri Manjusree Bhattacharyay, Joyasree Chatterjee and his widow wife namely Smt. Puspa Banerjee who also died on 01.06.09 leaving behind his one son and two daughters as his legal heirs and successors according to Hindu Succession Act, 1956.

AND WHEREAS above said one of the owner of the partitioned property namely Mihir Kumar Banerjee during his peaceful possession of the said land measuring about 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 549 under R. S. Khatian No. 64, L. R. Khatian no.- 531, holding no.-40/34/A, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah, D. S.R. at Barasat and A. D. S. R. at Sodepur. Mutated his name to the concerned

authority and paid all relevant taxes to the concerned authority who at the time of his possessions and enjoyment of the above said property died intestate on 01.04.2008 leaving behind his widow wife namely Milan Banerjee who also died intestate on 21.12.12 without leaving any legal heirs and successors of the above said property.

AND WHEREAS now after the demise of Sri Hari Sadhan Banerjee and Mihir Kumar Banerjee and his wife namely Milan Banerjee, the legitimate son and daughters of deceased namely Sri Hari Sadhan Banerjee said Sri Debasish Banerjee, Smt. Manjushree Bhattacharyay, Smt. Jayashree Chatterjee inherited the two partitioned property one is 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 948, holding no.-39/34, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah and other is 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 549 under R. S. Khatian No. 64, L. R. Khatian no.- 531, holding no.-40/34/A, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah.

AND WHEREAS the abovesaid joint owners namely Debashis Banerjee, Smt. Manjusree Bhattacharyay, Smt. Joyasree Chatterjee became the absolute owners mutated their name respectively in the office of B. L. & L. R.O. and concerned municipality and paid all relevant taxes to the said concerned authority. The said owners namely Sri Debasish Banerjee, Smt. Manjushree Bhattacharyay, Smt. Jayashree Chatterjee amalgamated the abovesaid two property on 30.07.2018 in the office of Khardah Municipality and the holding was renumbered as 39/34, Co-Operative Colony under ward no. 09

of Khardah Municipality which is more fully described as Schedule "A" mentioned Property and they paid all relevant taxes to the concerned authority in respect of the Schedule "A" mentioned Property.

AND WHEREAS the said Land owners are now desirous of developing the said land by constructing there upon one multi storied building in accordance with the building plan to be sanctioned by the Khardah Municipality. But due to financial stringency and/or paucity of fund and shortage of time and man power, the Land owners is unable to start the construction of the said building and had been in search of a promoter and/or Developer, who can undertake the responsibility of construction of such building on the said premises by affording his/her own arrangement and expenses.

AND WHEREAS knowing the intention of the Land owners herein, Smt. Sutapa Sarkar, Sri Indrajit Bhattacharyya, Sri Ranjit kumar Majumder, Sri Ajoy kumar Singh partners of "CONCEPT ENTERPRISE" herein after called and referred to as the Promoter/Developer contacted the Land owners and requested the Land owners to allow them to develop the said premises as desired by the Land owners by constructing the proposed multi storied building in accordance with the building to be sanctioned at its own arrangements, costs and expenses.

AND WHEREAS the land owners are having been approached by the Promoters/Developers, has agreed to allow the Promoters/Developers to develop the said land mentioned in the Schedule hereunder, on some terms and conditions herein after appearing:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

(DEFINITIONS AND CLASSIFICATIONS)

IN WITNESS WHEREOF all the parties herein, hereby agreed, understood and have set and subscribed their hands and signatures on the day , month and year first above written.

SIGNED AND DELIVERED

IN PRESENCE OF:

WITNESSES:-

1) Arup Ganguli
231, Santoshpur Avenue
Kolkata - 75

Manjusree Bhattacharya
MANJUSREE BHATTACHARYA

Joyasree Chatterjee
JOYASREE CHATTERJEE

Debashis Banerjee
DEBASHIS BANERJEE

(SIGNATURE OF THE LAND OWNERS/ VENDORS)

Indrajit Bhattacharyya
SRI INDRAJIT BHATTACHARYYA

Sutapa Sarkar
SMT. SUTAPA SARKAR

Ranjit Kumar Majumder
SRI RANJIT KUMAR MAJUMDER

Ajoy Kumar Singh
SRI AJOY KUMAR SINGH

Partner

(SIGNATURE OF THE DEVELOPERS)

Drafted by me :

Moumita Paul
Moumita Paul
Advocate

No. 3491

FORM II

[See Rule 58(2)]

PH- 033 2592-1008
FAX- 033 2592-1008
email-mohampur_gp@gmail.com



MOHANPUR GRAM PANCHAYET

(UNDER BARRACKPORE-II PANCHAYET SAMITY)

JAFFARPUR, P.O. NONA CHANDAN PUKUR, P.S. TITAGARH, DIST. NORTH 24 PARGANAS, KOL-700 122

TRADE CERTIFICATE REGISTRATION NO-MGP/ 871/2018-2019 Dated 12/02/19

Provisional certificate of Trade for enlistment of M/S. Cecept Enderline to 2019 & 20 To 20

The Gram Panchayet is satisfy to issue provisional of the Trade for enlistment of Prep. / Partners / Dkcear
1) Suptepr Sankar 2) Rengit or Nojunder 3) Aloy or Singha

Gram Sansad No. MGP VIII Mohampur/ Part No- P.O. Nona Chandan Pukur / Sewai Telenpara / Bangal

Address : VIII Taboran Panchayat P.O. Nona Chandan Pukur / Sewai Telenpara / Bangal

Enamel, PS- Titagarh, Dist- North 24 Parganas, Kolkata-700122 / Pin-743122

Description of Trade Building Construction

The Gram Panchayat acknowledges to receive a sum of Rs. 1500.00 only, in consideration of enlistment fee for provision (Rupees) One thousand five hundred only / 2459 Date

This Provisional Certificate is valid upto 31st March 20 19.



Saemisho Banerjee
Prodhhan 12/02/19

Executive Assistant/Secretary
N.B. The Prodhhan of the Gram Panchayat has every right to cancel or revoke or not issuing any enlistment prayer at any time.
MOHANPUR GRAM PANCHAYET