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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Y 962864

23/3/2018

83296

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT OF AGREEMENT is made this the 23rd
day of March 2018 (Two Thousand Eighteen) of the Christian Era.

BETWEEN

Verified that the documents admitted for registration. The stamp and the endorsement of the Registrar with the fee document are the part of this document

AGRI MARKET SMO Registrar
Dumka, 24 Pgs (N)

23 MAR 2018

M/S. KAJAL SAMADDAR
Kajal Samaddar
Proprietor

P.T.O.

MR. PRASANTA GHOSH, son of Late Panchanan Ghosh alias Late Nagendra Chandra Ghosh, having Pan No. **BMGPG2982N**, by faith Hindu, by nationality Indian, by Occupation House hold work, presently residing at 187/C Barasat Road Barrackpore, P.O. Nona chandanpukur, P.S. Titagarh, District North 24 Parganas, Kolkata : 700122, hereinafter called and referred to as the "LAND OWNER" (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 Colony 6th 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 Rakhhal 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 context or subject be deemed for mean and include the said business and their representatives heirs, executors , administrators, assigns and/or nominees) of the **SECOND PART**.

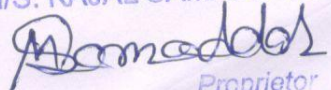
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WHEREAS all that piece and parcel of land measuring about more or less **04 (four) Cottha in R.S. Dag No 1800**, under C.S. Khatian No 1, R.S. Khatian No 84, of Mouza Chandanpukur, J.L. No 2, Re.Su. No 15, Pargana Kalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, A.D.S.R.O. Barrackpore, District - 24 Parganas, originally belongs to Sri Nagendra Chandra Ghosh, son of Late Gagan Chandra Ghosh, of Chandanpukur, P.S. Titagarh, District North 24 Parganas purchased from (1) Sk. Rawsan Ali, (2) Sk. Wajed Ali, both are son of Late Abdul Sovan, (3) Sk. Namdar, son of Late Shyudhin of Titagarh Gobinda Chatterjee Road, P.S. Titagarh, District - 24 Parganas, by dint of registered Bengali Bikroy Kobala, which is duly registered at the office of Sub Registrar, Barrackpore, 24 Parganas, vide book No 1, Volume No 9, Pages from 183 to 186, being No 1001, on dated 25/01/1955, and construct a dwelling unit on the aforesaid land and also possess the same with different act of possession.

AND WHEREAS said Nagendra Chandra Ghosh, son of Late Gagan Chandra Ghosh, was died intestate on 18/04/2012 living behind his wife Jogomaya Ghosh, and one son namely Prasanta Ghosh(Land Owner) and four married daughter namely Kalyani Ghosh, Mamta Sarkar, Karuna Ghosh, Santa Ghosh as his legal heirs and successors in respect of aforesaid property.

AND WHEREAS after ~~said demise of~~ Nagendra Chandra Ghosh said Jogomaya Ghosh, Prasanta Ghosh (Land Owner) Kalyani Ghosh, Mamta Sarkar, Karuna Ghosh, Santa Ghosh jointly possess the aforesaid property by way of Hindu Succession Act 1956 and mutated their name in the

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office of the Local Municipality and B.L. & L.R.O. and paid rent, tax up to date in their joint name

AND WHEREAS said Jogomaya Ghosh, Kalyani Ghosh, Mamta Sarkar, Karuna Ghosh, Santa Ghosh transfer their undivided share of property to Prasanta Ghosh (LAND OWNER) by way of a registered Deed of Gift which was duly registered at the office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas, Vide Book No: 1, Volume No: Pages from to Being No: 150501403, for the year 2018, more fully and elaborately described therein.

AND WHEREAS since then the LAND OWNER, possess all that piece and parcel of land measuring about more or less 04 (four) Cottha, land with building thereon in R.S. Dag No 1800, under C.S. Khatian No 1, R.S. Khatian No 84, of Mouza -Chandanpukur, J.L. No 2, Re.Su. No 15, Pargana Kalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, Ward No 06, Holding No 22(187/C) Barasat Road, Maszid More, A.D.S.R.O. Barrackpore, District - 24 Parganas (N); Kolkata - 700122,.

AND WHEREAS by the above said manner the LAND OWNER, herein became the owner of the above said property and he mutated his name in the records of Barrackpore Municipality in Ward No. 06, Holding No. 22(187/C)

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Proprietor

Prasanta Ghosh

Prasanta

Barasat Road, Kolkata 700122, herein after called the **PREMISES**, more fully and elaborately described in **FIRST SCHEDULE** hereunder written and he has been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date.

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 OWNER has/have good free and clear marketable title of the said premises with right to assign and transfer his title to the Third Parties.

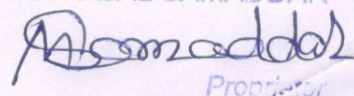
AND WHEREAS the LAND OWNER are desirous of developing the said premises by demolition of the existing building and constructing a multi-storied building in accordance with the building plan to be sanctioned by local Barrackpore Municipality.

AND WHEREAS the LAND OWNER 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 owner and subject to verification of the title of the LAND OWNER concerning the said

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whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Donee, his heirs, executors, administrators, representatives and assigns according to the true intent and meaning of this deed of Gift as shall or may be reasonably required **AND FURTHER MORE THAT** the donee shall hereafter get his name mutated in the records of the Municipality and Government and shall make payment of the taxes thereof.

AND THAT the estimated value of the said property hereby gifted is about Rs. 66,00,000/- (Sixty Six Lakh) Only **AND THAT** the Donee accepts the Gift of the said property hereunder made as testified by him being a parts hereto and executing these presents.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of revenue paying Rayatdakhali undivided 5/6 share of 'Bastu' land measuring about more or less **03 (three) Cottha, 5 (five) Chittaks 15 (fifteen) square feet**, out of 4 (Four) Cottah with brick build Pucca roofed and Cement floored single storied building thereon measuring about more or less **500 square feet** covered area out of **600 square feet** covered area, consisting of Bed rooms, Kitchen. Varanda and bathroom, stair room together with facility of electricity and water connection, in in **R.S. Dag No 1800**, under C.S. Khatian No 1, R.S. Khatian No 84, Modified Khatian No 1167, New Khatian No 4898, of Mouza -Chandanpukur, J.L. No 2, Re.Su. No 15, Pargana Kalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, Ward No 06, Holding No. 22(187/C) Barasat Road, Maszid More, A.D.S.R.O. Barrackpore, District - 24 Parganas, Kolkata - 700122, in the state of West Bengal is hereby gifted and transferred in favour of the Donee. The gifted unit has been shown delineated by "RED" border mark

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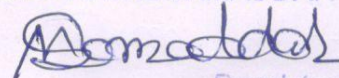
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together with the rights in common to the common facilities and amenities as more fully describe in the "**SIXTH SCHEDULE**" written hereunder.

i) The LAND OWNER and the Developer shall be exclusive entitled to his 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 OWNER shall not in any way interfere with or disturb the quiet and peaceable possession of the Developer allocation.

j) In consideration of the Developer construction and/or developing the said premises and making over to the LAND OWNER, his allocation as stated in the **SECOND SCHEDULE** of this agreement the Developer shall have the absolute and 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

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Proprietor