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*Samaddar*

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT OF AGREEMENT is made this the 7<sup>TH</sup>  
day of MAY 2018 (Two Thousand Eighteen) of the Christian Era.

BETWEEN

Certified that the documents admitted to registration. The signature sheet and the endorsement sheets attached with the this document are the part of this document  
67-15-18  
Advt District Sub Registrar  
Barrackpore. 24 Pqs (N)  
07 MAY 2018

M/S. KAJAL SAMADDAR

*Samaddar*  
Proprietor

P.T.O.

*Sanjib Kumar Chakrabarti*

Sanjib Kumar Ghosh

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M/S. KAJAL SAMADDAR

Kajal Samaddar  
Proprietor

MR. SANJIB KUMAR GHOSH, son of Late SachindraNathGhosh, having Pan No. **AGAPG7064L**, by faith Hindu, by nationality Indian, by Occupation Service, presently residing at 3(181/A/1), Barasat Road, 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 6<sup>th</sup> 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 RakhalSamaddar, 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 **03 (three) 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 – North 24 Parganas, originally belongs to Sri Sachindra Nath Ghosh, and Sri Gopal Chandra Ghosh, both are 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 24, Pages from 91 to 94, being No 1002, 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 Sachindra Nath Ghosh, son of Late Gagan Chandra Ghosh, was died intestate on 07/11/2011 living behind his wife Dipti Ghosh, and one son namely Sanjib Kumar Ghosh (LAND OWNER) and two married daughter namely Chhanda Ghosh, Tapati Ghosh, as his legal heirs and successors in respect of aforesaid property.

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AND WHEREAS after sad demised of Sachindra Nath Ghosh said Dipti Ghosh, Sanjib Kumar Ghosh (LAND OWNER) Chhanda Ghosh, Tapati Ghosh, jointly possess the aforesaid property with Gopal Chandra Ghosh by way of Hindu Succession Act 1956 and mutated their name in the 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 Dipti Ghosh, Chhanda Ghosh and Tapati Ghosh transfer their undivided share of property to Sanjib Kumar 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: .....X....., Pages from .....X to .....X, Being No: 150502062 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 01 (one) Cottha, 8 (eight) Chittaks, out of 03 (three) 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,

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Holding No 3(181/A/1) 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. 3(181/A/1), 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.

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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 premises, the DEVELOPER has agreed to develop the said premises in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- a) The lands owners do hereby agreed and declare that he will take quick necessary steps to mutate his names in the R.O.R. and Local **Barrackpore Municipality** and paid up to date tax, rent in his own names.
- b) That the LAND OWNER hereby grant exclusive right to the Developer to undertake new construction of multistoried building on the said premises in accordance with the plan or plans to be sanctioned by the **Barrackpore**

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Municipality or others competent authority which is applicable at the time of sanction plan.

- c) That all applications, plans and other papers and documents as may be required by the developer for the purpose of obtaining necessary sanction from the competent authorities shall be prepared by the Developer on behalf of the LAND OWNER at the Developer's own costs and expenses.
- d) That after receiving sanctioned plan of the multi-storied building from the Local Barrackpore Municipality or after arrangement of alternative accommodation by the LAND OWNER, he shall make over vacant possession of the said premises to the Developer within 7 (seven) days by a written letter, confirming their acceptance regarding the handover possession of the premises to the developer.
- e) The Developer has agreed to pay Rupees 6,000/- (six thousand) only per month to the LAND OWNER as shifting charges from the date of handover possession of the premises to the developer and till re-possession in LAND OWNER'S allocation.
- f) That immediately upon obtaining possession of the said premises from the LAND OWNER, the Developer shall be entitled to prepare the land for Development work and all salvage materials arising there from shall belong only to the Developer.

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- g) That the LAND OWNER shall grant to the Developer a General Power of Attorney or Development Power Attorney to execute all the works on behalf of LAND OWNER.
- h) That upon completion of the new building the Developer shall put the LAND OWNER in undisputed possession of the "LAND OWNER'S ALLOCATION" as more fully described in the "SECOND SCHEDULE" 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

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