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पश्चिम बंगाल WEST BENGAL

K 706257

Certified that the document is admitted to registration. The Signature Sheets and the endorsement sheets attached with this document are the part of this document

Addl. District Sub-Registrar  
Barrackpore, North 24 Parganas.

02 JUN 2023

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 2<sup>nd</sup>  
day of June 2023 (Two Thousand Twenty Three).

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**B E T W E E N**

**1) SMT. ALPANA DEBNATH**, PAN AFCPD0595A, wife of Sri Mrinal Debnath, residing at : 36/29, Anandapuri, E - Road, P.O. Nona Chandanpukur, Barrackpore, P.S. Titagarh, Dist - North 24 Parganas, Kolkata - 700122, **2) SMT. BIVA DUTTA ROY**, PAN:- AHCPD3404E, by Faith: Hindu, by Occupation: Business, Wife of Sri Dipankar Dutta Roy, Residing at: Udayan Pally, Post Office – Ichapore Nawabunj, Police Station – Noapara, District – North 24 Parganas, Pin Code : 743144, **3) SUNANDA DUTTA ROY**, PAN CVKPD0789C, daughter of Sri Dipankar Dutta Roy by Faith: Hindu, by Occupation: Business, Residing at: Udayan Pally, Post Office – Ichapore Nawabunj, Police Station – Noapara, District – North 24 Parganas, Pin Code : 743144, **4) ARKADEB ROY**, PAN FKEPR5236J, son of Sri Tapas Roy, by Faith: Hindu, by Occupation: Business, residing at : Kalicharan Roy Lane, P.O. Ichapore Nawabganj, P.S. Noapara, Dist - North 24 Parganas, Pin - 743144, hereinafter referred and called as the “**LANDOWNERS**” (which expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their legal heirs, executors, administrators and/or assigns etc.) of the **FIRST PART**.

**A N D**

**OM ASSOCIATES**, PAN AAGFO7065H, a partnership firm having its place of Business at : 841, Chowmatha, Ghoshpara Road,

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respect of a plot of 'Bastu' land measuring 28 Cottahs 6 Chhittaks 43 sft. lying and situated at : Mouza : Ichapore, J.L. No. 3, comprised and contained C.S. Dag No. 1860 corresponding to R.S. Dag No. 1860/8107 under R.S. Khatian No. 4877, within the limits of North Barrackpore Municipality, P.S.Noapara, Dist - North 24 Parganas.

**AND WHEREAS** while thus seized and possessed the same said Sudha Sindhu Mondal recorded his name in the records of L.R. Settlement in L.R. Dag No. 3542 and L.R. Khatian No. 9039.

**AND WHEREAS** while thus seized and possessed the same said Sudha Sindhu Mondal gifted and transferred a plot of land measuring 2 (two) Cottahs 4 (four) sft. to his daughter Smt. Hasi Saha by virtue of a registered Deed of Gift Being No. 4248, recorded in Book No. I, Volume No. 77, written in pages 393 to 400 and the same was registered at A.D.S.R.O. Barrackpore dated 07/08/1990.

**AND WHEREAS** after acquiring the abovesaid property said Hasi Saha became the absolute owner of the same and he recorded his name in the records of L.R. Settlement in L.R. Khatian No. 23253.

**AND WHEREAS** while thus seized and possessed the same said Sudha Sindhu Mondal gifted and transferred a plot of land measuring

Contd ...5



( 5 )

5 (five) Cottahs 10 (ten) Chhittaks 25 (twenty five) sft. to his son Monish Kumar Mondal by virtue of a registered Deed of Gift Being No. 3077, recorded in Book No. I, Volume No. 57, written in pages 227 to 236 and the same was registered at A.D.S.R.O. Barrackpore dated 13/05/1988.

**AND WHEREAS** after acquiring the abovesaid property said Monish Kumar Mondal became the absolute owner of the same and he recorded his name in the records of L.R. Settlement in L.R. Khatian No. 23252.

**AND WHEREAS** while thus seized and possessed the same said Sudha Sindhu Mondal gifted and transferred a plot of land measuring 1 (One) Cottah 13 (thirteen) Chhittaks 33 (thirty three) sft. to his daughter Anita Saha by virtue of a registered Deed of Gift Being No. 4249, recorded in Book No. I, Volume No. 77 and the same was registered at A.D.S.R.O. Barrackpore dated 07/08/1990.

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**AND WHEREAS** said Monish Kumar Mondal sold and transferred the abovesaid land measuring 5 (five) Cottahs 10 (ten) Chhittaks 25 (twenty five) sft. to the land owners herein by virtue of a registered Deed of Sale Being No. 150502531, recorded in Book No. I, Volume No. 1505-2022, written in pages 88900 to 88931 and the same was registered at A.D.S.R.O. Barrackpore dated 11/04/2022.

**AND WHEREAS** said Smt. Anita Saha sold and transferred the abovesaid land measuring 1 (one) Cottah 13 (thirteen) Chhittaks 33 (thirty three) sft. to the land owners herein by virtue of a registered deed of Sale Being No. 150502529, recorded in Book No. I, Volume No. 1505-2022, written in pages 88984 to 89013 and the same was registered at A.D.S.R.O. Barrackpore dated 11/04/2022.

**AND WHEREAS** by the aforesaid manner the land owners herein became the joint owners of a total plot of land measuring 25 (Twenty five) Cottahs 6 (Six) Chhittaks 43 (forty three) sft. and they recorded their names in the records of L.R. Settlement in L.R. Dag No. 3542 as classification - Bastu by the under mentioned L.R. Khatian Nos.

Name of the Rayat

L.R. Khatian Nos.

1) SMT. ALPANA DEBNATH

25341

2) SMT. BIVA DUTTA ROY

25343

Contd ...9



**AND WHEREAS** said Monish Kumar Mondal sold and transferred the abovesaid land measuring 5 (five) Cottahs 10 (ten) Chhittaks 25 (twenty five) sft. to the land owners herein by virtue of a registered Deed of Sale Being No. 150502531, recorded in Book No. I, Volume No. 1505-2022, written in pages 88900 to 88931 and the same was registered at A.D.S.R.O. Barrackpore dated 11/04/2022.

**AND WHEREAS** said Smt. Anita Saha sold and transferred the abovesaid land measuring 1 (one) Cottah 13 (thirteen) Chhittaks 33 (thirty three) sft. to the land owners herein by virtue of a registered deed of Sale Being No. 150502529, recorded in Book No. I, Volume No. 1505-2022, written in pages 88984 to 89013 and the same was registered at A.D.S.R.O. Barrackpore dated 11/04/2022.

**AND WHEREAS** by the aforesaid manner the land owners herein became the joint owners of a total plot of land measuring 25 (Twenty five) Cottahs 6 (Six) Chhittaks 43 (forty three) sft. and they recorded their names in the records of L.R. Settlement in L.R. Dag No. 3542 as classification - Bastu by the under mentioned L.R. Khatian Nos.

Name of the Rayat	L.R. Khatian Nos.
1) SMT. ALPANA DEBNATH	25341
2) SMT. BIVA DUTTA ROY	25343

Contd ...9

3) SUNANDA DUTTA ROY	25340
4) ARKADEB ROY	25342

**AND WHEREAS** having purchased the aforesaid plot of land the land owners herein have been in peaceful physical possession over the same .

**AND WHEREAS** with a view to develop or cause to be developed by the constructing a Multistoried Building over the plot of land, morefully and particularly described in the schedule herein below, hereinafter called and referred to as the "**SAID PROPERTY**" the land owners herein amalgamated their abovesaid plots of land by dint of a registered Deed of Amalgamation dated 14/09/2022 and the same was registered at A.D.S.R.O. Barrackpore recorded in Book No. I, Volume No. 1505-2022, written in pages 174494 to 175518, Being No. 150505971 for the year 2023 and due to some mistake in the said Deed of Amalgamation the land owners herein furtherly executed a Deed of Declaration on 14/12/2022 and the same was registered at A.D.S.R.O. Barrackpore recorded in Book No. IV, Volume No. 1505-2022, written in pages 4284 to 4297, Being No. 150500245 for the year 2022 for the purpose of rectification of the errors in the said Deed of Partition and the land owners herein obtained a single holding Being Holding No. 339/1, Ramchandra

Contd ...10



Path, under Ward No. 13 of North Barrackpore Municipality and the land owners herein also recorded their names in the records of L.R. Settlement in L.R. Khatian Nos. 25340, 25341, 25342, 25343, and the Developer herein approached to the Land Owners and expressed its intention to develop the undermentioned schedule of property according to the building plan to be approved and sanctioned by the North Barrackpore Municipality.

**AND WHEREAS** the Land Owners herein hereby agree to authorise the Developer to construct the multi-storied building over the under mentioned schedule of property, morefully and particularly described in the schedule hereinbelow according to the building plan to be approved and sanctioned by the North Barrackpore Municipality and as per specification with floor, plans, elevation, sections, made in compliance with the Statutory requirements in the said plot of land at the cost of the Developer on the terms and conditions stipulated hereunder:

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :**

**ARTICLE - I    DEFINATION**

**1. OWNERS :** Means 1) **SMT. ALPANA DEBNATH**, wife of Sri Mrinal Debnath, residing at : 36/29, Anandapuri, E - Road, P.O.

Contd ...11



Nona Chandanpukur, Barrackpore, P.S. Titagarh, Dist - North 24 Parganas, Kolkata - 700122, **2) SMT. BIVA DUTTA ROY**, by Faith: Hindu, by Occupation: Business, Wife of Sri Dipankar Dutta Roy, Residing at: Udayan Pally, Post Office – Ichapore Nawabunj, Police Station – Noapara, District – North 24 Parganas, Pin Code : 743144, **3) SUNANDA DUTTA ROY**, daughter of Sri Dipankar Dutta Roy by Faith: Hindu, by Occupation: Business, Residing at: Udayan Pally, Post Office – Ichapore Nawabunj, Police Station – Noapara, District – North 24 Parganas, Pin Code : 743144, **4) ARKADEB ROY**, son of Sri Tapas Roy, by Faith: Hindu, by Occupation: Business, residing at : Kalicharan Roy Lane, P.O. Ichapore Nawabganj, P.S. Noapara, Dist - North 24 Parganas, Pin - 743144

## 2. DEVELOPER:

Means **OM ASSOCIATES**, PAN AAGFO7065H, a partnership firm having its place of Business at : 841, Chowmatha, Ghoshpara Road, P.O. Ichapore Nawabganj, P.S. Noapara, Dist - North 24 Parganas, Pin - 743144, being represented by its partners namely **1. SRI TAPAS ROY**, PAN AFAPR5502F, son of Late Paresh Chandra Roy, by faith - Hindu (Indian), by occupation : Business, residing at : K. C. Roy Lane, Nawabganj, P.O. Ichapore Nawabganj, P.S. Noapara, Dist - North 24 Parganas, **2. SRI MRINAL DEBNATH**, PAN ADUPD3529L, son of Late Manik Debnath, by faith - Hindu

(Indian), by occupation : Business, residing at : 36 (29), 'E' Road, Anandapuri, Barrackpore, P.O. Nona Chandanpukur, P.S. Titagarh, Dist - North 24 Parganas, Kolkata - 700122, **3. SRI GOUTAM BANERJEE**, PAN AEHPB5850Q, son of Late Sachindra Nath Banerjee, by faith - Hindu (Indian), by occupation : Business, residing at : C/o Debendra Mohan Mitra, M. M. Mitra Lane Near Jatindas Club, Majherpara, P.O. Ichapore Nawabganj, P.S. Noapara, Dist - North 24 Parganas, Pin - 743144.

### **3.LAND:**

The land described in the schedule hereunder written.

**4. BUILDING:** Means G + 4 storied building to-be constructed on the scheduled property in accordance with the plan to be sanctioned by the North Barrackpore Municipality in the name of the owner and at the cost responsibilities or of construction charges and expenses of the developer hereinafter referred to as the said building, including easements therein.

### **5. ARCHITECT:**

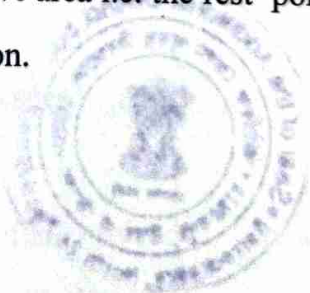
Shall mean a qualified person(s) confirm(s) appointed by the Developer as Architect of the building to be constructed on the land of the Owners with responsibility for designing, planning and supervising the construction of the proposed building.

Contd ...13



24. **Owners' Allocation:** Shall mean Owners' Allocation: In consideration of the owners having granted the Developer and exclusive consent to develop the said property the owners shall be entitled to get 40% of the total constructed area as per sanctioned Building plan duly sanctioned by the competent authority of North Barrackpore Municipality including proportionate share of stair, lobby togetherwith undivided proportionate share of land beneath the construction togetherwith all common facilities and amenities attached with the said building and the said 40% area shall be distributed from ground floor to top floor and from front portion to rear portion in equal ratio.

25. **Developer's Allocation:** Save and except the Owner's allocation, the sale value of 60% area i.e. the rest portion will be treated at Developer's Allocation.



Additional District Seal  
Barrackpore, North  
8.5 JUN 2023

that only materials certificate by the Architect shall be used in the construction work. The Developer shall be solely responsible for the safety and security of the completed building complex and all appurtenances thereto and shall keep the Owners indemnified against all claims, contentions, disputes and litigations in connection with the designs, specifications, materials and workmanship employed by the Developer for completing the construction. No responsibility/liability on this account shall ensure to the Owners under any circumstances.

**ARTICLE-VI CONSIDERATION**  
**(LAND OWNERS' ALLOCATION)**

Shall mean Owners' Allocation: In consideration of the owners having granted the Developer and exclusive consent to develop the said property the owners shall be entitled to get 40% of the total constructed area as per sanctioned Building plan duly sanctioned by the competent authority of North Barrackpore Municipality including proportionate share of stair, lobby togetherwith undivided proportionate share of land beneath the construction togetherwith all common facilities and amenities attached with the said building and the said 40% area shall be distributed from ground floor to top floor and from front portion to rear portion in equal ratio.

Contd ...28



**(DEVELOPER'S ALLOCATION)**

Save and except the Owner's allocation, the sale value of 60% area i.e. the rest portion will be treated at Developer's Allocation.

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**ARTICLE-VII    PROCEDURE**

1. The Landowners shall execute a registered Development Power of Attorney in favour of the Developer after execution of Developer's Agreement for the purpose of obtaining sanction of the Plan at necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money for the Developer's allocated area only save and except the owners allocation. During continuation of this agreement the owners shall not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillment of the Developer's obligation as per the instant agreement. The Developer under no circumstances is entitled to mortgage the schedule mentioned property with any bank or financial institution or handover to any other developer leaving behind the instant agreement.

IN WITNESSES WHEREOF, the parties have hereunto set their respective signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the above named Landowner at Kolkata

in the presence of:

1. *Ranjan Sankar*  
BKL

2. *Saikat Chatterjee*  
*Ishtan*  
PS - Neapuri

*A/para Debnath*  
*Biva Dutta Roy*  
*Sumanda Dutta Roy*  
*Akash Roy*

Signature of the land owners

*Jagan Roy*

*Arind Debnath*

Drafted and Prepared by

*Saikat Chatterjee*  
(SRI SAIKAT CHATTERJEE)

DEED WRITER  
A.D.S.R.O. BARRACKPORE  
License No. DW-X-41/2015

*Santanu Gupta*

Signature of the Developer

COMPUTER TYPED BY

*Santanu Gupta*

SANTANU GUPTA  
BARRACKPORE  
DIST - NORTH 24 PARGANAS



OFFICES OF THE A.D.S.R.-DISTRICT NORTH 24 PARGANAS  
D.S.R. BARASAT & R.A. KOLKATA

STATUS: PRESENTANT

LEFT HAND FINGER PRINT Name... ALPANA DEBNATH

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

Alpana Debnath

SIGNATURE... Alpana Debnath

2. LEFT HAND FINGER PRINT Name... BIRA DUTTA ROY

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE... Bira Dutta Roy

3. LEFT HAND FINGER PRINT Name.....

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

Sunanda Dutta Roy

SIGNATURE... Sunanda Dutta Roy

4. LEFT HAND FINGER PRINT Name.....

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

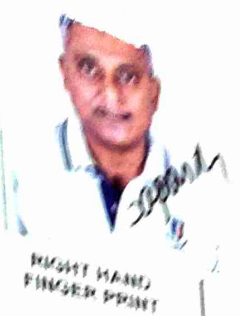


RIGHT HAND FINGER PRINT

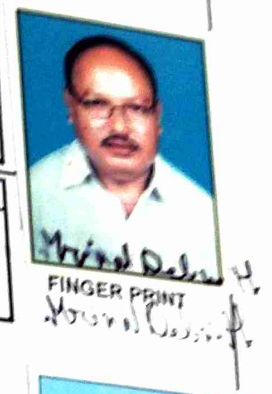
SIGNATURE... Lokesh Roy



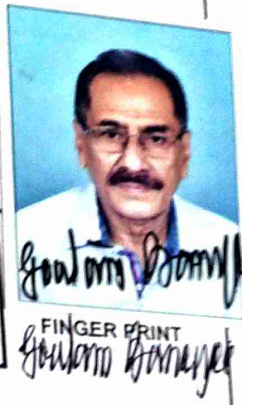
SIGNATURE.....  
 2. LEFT HAND FINGER PRINT Name.....  
 LITTLE RING MIDDLE FORE THUMB



SIGNATURE.....  
 3. LEFT HAND FINGER PRINT Name.....  
 LITTLE RING MIDDLE FORE THUMB



SIGNATURE.....  
 4. LEFT HAND FINGER PRINT Name.....  
 LITTLE RING MIDDLE FORE THUMB



SIGNATURE.....  
 4. LEFT HAND FINGER PRINT Name.....  
 LITTLE RING MIDDLE FORE THUMB

Space for Photo

RIGHT HAND FINGER PRINT



ate of Registration under section 60 and Rule 69,  
stered in Book - I  
ume number 1505-2023, Page from 74387 to 74447  
ing No 150502914 for the year 2023.



Digitally signed by SUMIT KUMAR  
SINHA  
Date: 2023.06.09 17:25:18 +05:30  
Reason: Digital Signing of Deed.

(Sumit Kumar Sinha) 2023/06/09 05:25:18 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BARRACKPORE  
West Bengal.

(This document is digitally signed.)

09/06/2023 Query No:-15052001377156 / 2023 Deed No :I - 150502914 / 2023, Document is digitally signed.

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