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14/08/24
*
ADDITIONAL REGISTRAR OF
ASSURANCES-II, KOLKATA

Certified that the Document is submitted to
Registration The Signature Sheet and the
endorsement sheets attached to this document
are the part of this Document.

Additional Registrar
of Assurances II, Kolkata



14 AUG 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made this the 14th day of
August, Two Thousand Twenty Four (2024) of the Cristian Era ;

Between

(1) SRI SUBRATA CHOWDHURY, (Having PAN- ARWPC9389H, Aadhaar
No: 7223 0226 8991, Voter Id. No: BWC0394452), son of Late Sushil Chowdhury, by
faith- Hindu, by occupation- Service, by Nationality- Indian, residing at 39, Kamal

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Park, P.O. Birati, P.S. Nimta, Kolkata- 700 051, District North 24 Parganas, (2) SAMAJ KALYAN CONSUMERS CO-OPERATIVE STORES LTD., (Having PAN-AAHAS4433K, Registration No: 451/24 Parganas of 1964), Represented by its Secretary SRI MANAS KUMAR GHOSH, (Having PAN- ADVPG2623D, Aadhaar No: 5864 7483 1150, Voter Id. No: WB/20/134/540446), son of Late Ardhendu Ghosh, by faith- Hindu, by occupation- Retired Govt. Employ, by Nationality- Indian, residing at 152/2, Dr. H.N. Mukherjee Road, Post Office & Police Station- New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (3) SRI PASUPATI DUTTA, (Having PAN- AJPPD0368N, Aadhaar No: 2853 9789 4165, Voter Id. No: CDK3495868), son of Parbati Charan Dutta, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 55, Old Sahara Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (4) SMT. KAMALA DUTTA, (Having PAN- ASIPD9188P, Aadhaar No: 2395 4168 3470, Voter Id. No: WB/20/134/510100), wife of Sri Pasupati Dutta, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at 55, Old Sahara Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (5) SRI DILIP KUMAR SARKAR, (Having PAN- BLEPS0692G, Aadhaar No: 9234 3118 2827, Voter Id. No: WB/20/134/546276), son of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 125, Dr. H.N. Mukherjee Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (6) SMT.

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ASIMA DAS, (Having PAN- BHDPD8402Q, Aadhaar No: 3559 3132 0144, Voter Id. No: WB/20/134/546196), wife of Late Madhab Chandra Das, daughter of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at 125, Dr. H.N. Mukherjee Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (7) SMT. AMITA GANGULY, (Having PAN- BETPG3881D, Aadhaar No: 8398 1003 1219, Voter Id. No: WB/20/134/546315), wife of Sri Anukram Ganguly, daughter of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at 125, Dr. H.N. Mukherjee Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (8) SRI SISIR SARKAR, (Having PAN- HTDPS7322J, Aadhaar No: 7370 7071 2050, Voter Id. No: WB/20/134/546352), son of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 125, Dr. H.N. Mukherjee Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (9) SMT. ALOKA DEY SARKAR, (Having PAN- QUFPS8534E, Aadhaar No: 2818 6100 1062, Voter Id. No: YCW2339224), wife of Sri Bistu Dey Sarkar, daughter of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at East Bankimpally, P.O. & P.S. Madhyamgram, Kolkata- 700 129, District North 24 Parganas, (10) SMT. LIPIKA DAS, (Having PAN- ATVPD2684B, Aadhaar No: 2155 7767 4109, Voter Id. No: YCW1783935), wife of Sri Nikhil Das, daughter of Late Bijay Ratan Sarkar @ Bijoy

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Ratan Sarkar, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at Madhumita Housing Complex, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata- 700 130, District : North 24 Parganas, (11) SMT. SHARMILA DEY, (Having PAN- EBLPD8682P, Aadhaar No: 2736 7914 1166, Voter Id. No: WB/20/134/546200), wife of Sri Bijoy Dey, daughter of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at 30, Vidyasagar Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (12) SRI BISWARUP DUTTA, (Having PAN- AGSPD8608H, Aadhaar No: 2278 1789 1342, Voter Id. No: XVM2266427), son of Late Shital Kumar Dutta, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 41, Main Road East, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (13) SRI GOUTAM BISWAS, (Having PAN- AIXPB1666Q, Aadhaar No: 6943 3309 7315, Voter Id. No: WB/20/134/522716), son of Late Dharendra Nath Biswas, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 182, Main Road East, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, and (14) SMT. DURGA RANI DEY, (Having PAN- BEAPD0493K, Aadhaar No: 3160 3488 4456, Voter Id. No: CDK0883355), wife of Gopal Chandra Dey, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 38/1, Main Road East, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, hereinafter jointly called and referred to as the "OWNERS" (which expression

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K. S. S. (100)

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shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART.

AND

"M/S. SHREE DEVELOPER", (PAN- AFAFS3742L), a Partnership Firm having its Registered office at 138/1, H.N. Mukherjee Road, P.O. and P.S. New Barrackpore, Kolkata- 700 131, District North 24 Parganas, being represented by its "PARTNERS" namely (1) SRI BISWARUP DUTTA, (Having PAN- AGSPD8608H, Aadhaar No: 2278 1789 1342, Voter Id. No: XVM2266427), son of Late Shital Kumar Dutta, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 41, Main Road East, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (2) SRI GOUTAM BISWAS, (Having PAN- AIXPB1666Q, Aadhaar No: 6943 3309 7315, Voter Id. No: WB/20/134/522716), son of Late Dharendra Nath Biswas, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 182, Main Road East, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, hereinafter called and referred to as the DEVELOPER/BUILDER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives and/or assigns) of the OTHER PART.

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K. Saha
(Att'y)

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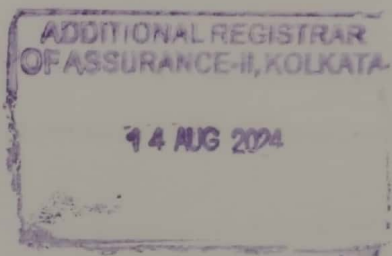
WHEREAS By a Registered Deed of Conveyance dated 8th day of October, 2021 executed and Registered by Smt. Rajashree Chakraborty sold, transferred and conveyed unto and in favour of SUBRATA CHOWDHURY, the present Owner No: 1 herein, in respect of **ALL THAT** piece and parcel of land measuring an area 1 Cottah 15 Chittacks 5 Square feet be the same a little more or less alongwith one storied building measuring an area 502 Sq.ft. and Vacant Roof measuring an area 315.05 Sq.ft. more or less lying and situated at Mouza- Aharampur, J.L. No: 35, Re-Sa No: 93, Touzi No: 178, comprised in R.S. & L.R. Khatian No: 1247, C.S. & R.S. Dag No: 431, L.R. Dag No: 1968, within the local limit of New Barrackpore Municipality, in Ward No: 15, being Holding No: 124/1, H.N. Mukherjee Road, under Police Station- Khardah, thereafter Ghola at present New Barrackpore, A.D.S.R.O. Barrackpore at present Sodepur, District North 24 Parganas, and the said Deed was registered in the office at A.R.A-IV, Kolkata, recorded in Book No: I, Volume No: 1904-2021, Pages from 557632 to 557661, being No: 11315, for the year 2021 for the consideration therein contained and after purchased the said land said Subrata Chowdhury peacefully enjoying and possessing over the same without any interruption from any corners and the said land is free from encumbrances.

AND WHEREAS By a Registered Deed of Conveyance dated 20th day of March, 2003 executed and Registered by Jugal Chakraborty sold, transferred and

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K. S. Ghosh
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conveyed unto and in favour of SAMAJ KALYAN CONSUMERS CO-OPERATIVE STORES LTD., Represented by its the then Secretary Swapan Kumar Chakraborty, son of Late Santosh Kumar Chakraborty, in respect of ALL THAT piece and parcel of Shop Room being No: 1, measuring an area 221.75 Sq.ft. more or less togetherwith undivided proportionate share of land underneath situated upon the land measuring an area 1 Cottah 15 Chittacks 5 Square feet be the same a little more or less lying and situated at Mouza- Aharampur, J.L. No: 35, Re-Sa No: 93, Touzi No: 178, comprised in R.S. & L.R. Khatian No: 1247, C.S. & R.S. Dag No: 431, L.R. Dag No: 1968, under Police Station- Khardah, thereafter Gholia at present New Barrackpore, A.D.S.R.O. Barrackpore at present Sodepur, District North 24 Parganas, and the said Deed was registered in the office at D.S.R.-I, North 24 Parganas, Barasat, recorded in Book No: I, Volume No: 49, Pages from 307 to 317, being No: 01641, for the year 2003 for the consideration therein contained and after purchased the said land said Co-operative mutated its name before the New Barrackpore Municipal authority being Holding No: 124/1/1, H.N. Mukherjee Road, in Ward No: 15, within the local limit of New Barrackpore Municipality and peacefully enjoying and possessing over the same without any interruption from any corners and the said land is free from encumbrances.

AND WHEREAS By a Registered Deed of Conveyance dated 10th day of March, 2003 executed and Registered by Jugal Chakraborty sold, transferred and conveyed

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unto and in favour of PASUPATI DUTTA and KAMALA DUTTA , the present Owner Nos: 3 & 4 herein, in respect of ALL THAT piece and parcel of Shop Room being No: 2, measuring an area 93.3 Sq.ft. more or less togetherwith undivided proportionate share of land underneath situated upon the land measuring an area 1 Cottah 15 Chittacks 5 Square feet be the same a little more or less lying and situated at Mouza- Aharampur, J.L. No: 35, Re-Sa No: 93, Touzi No: 178, comprised in R.S. & L.R. Khatian No: 1247, C.S. & R.S. Dag No: 431, L.R. Dag No: 1968, under Police Station- Khardah, thereafter Gholia at present New Barrackpore, A.D.S.R.O. Barrackpore at present Sodepur, District North 24 Parganas, and the said Deed was registered in the office at D.S.R.-I, North 24 Parganas, Barasat, recorded in Book No: I, Volume No: 29, Pages from 25 to 42, being No: 00681, for the year 2005 for the consideration therein contained and after purchased the said land said Co-operative mutated its name before the New Barrackpore Municipal authority being Holding No: 124/1/2, H.N. Mukherjee Road, in Ward No: 15, within the local limit of New Barrackpore Municipality and peacefully enjoying and possessing over the same without any interruption from any corners and the said land is free from encumbrances.

AND WHEREAS By a Registered Deed of Conveyance dated 17th day of November, 2005 executed and Registered by New Barrackpore Co-operative Homes

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Ltd. sold, transferred and conveyed unto and in favour of BIJOY RATAN SARKAR, in respect of ALL THAT piece and parcel of land measuring an area 2 Cottah 9 Chittacks 35 Square feet be the same a little more or less lying and situated at Mouza-Aharampur, J.L. No: 35, Re-Sa No: 93, Touzi No: 178, comprised in R.S. Khatian No: 1247, C.S. & R.S. Dag No: 431(P), L.R. Dag No: 1967, within the local limit of New Barrackpore Municipality, in Ward No: 15, being Holding No: 125, H.N. Mukherjee Road, under Police Station- Khardah, thereafter Gholā at present New Barrackpore, A.D.S.R.O. Barrackpore at present Sodepur, District North 24 Parganas, and the said Deed was registered in the office at D.S.R.-I, North 24 Parganas, Barasat, recorded in Book No: I, Volume No: 153, Pages from 359 to 369, being No: 03910, for the year 2005 for the consideration therein contained and after purchased the said land said Bijoy Ratan Sarkar, died intestate on 23.05.2014 and his wife namely Bina Pani Sarkar also died on 22.12.2015 leaving behind their sons & daughters namely SRI DILIP KUMAR SARKAR, SMT. ASIMA DAS, SMT. AMITA GANGULY, SRI SISIR SARKAR, SMT. ALOKA DEY SARKAR, SMT. LIPIKA DAS, and SMT. SHARMILA DEY, the present Owner Nos: 5 to 11 herein, and they are inherited the aforesaid property according to Hindu Succession Act and they peacefully enjoying and possessing over the same without any interruption from any corners and the said land is free from all encumbrances.

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K. S. S. (P.M.)

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AND WHEREAS By a Registered Deed of Conveyance dated 22nd day of September, 2022 executed and Registered on 13.10.2022 and Registered by New Barrackpore Co-operative Homes Ltd. sold, transferred and conveyed unto and in favour of BISWARUP DUTTA and GOUTAM BISWAS, the present Owner Nos: 12 and 13 herein, in respect of **ALL THAT** piece and parcel of land measuring an area 2 Cottah 5 Chittacks 15 Square feet be the same a little more or less alongwith 1600 Sq.ft. two storied residential building and 120 Sq.ft. commercial Shop Room lying and situated at Mouza- Aharampur, J.L.No: 35, Re-Sa No: 93, Touzi No: 178, comprised in L.R. Khatian No: 1247, C.S. & R.S. Dag No: 431, L.R. Dag No: 1967, within the local limit of New Barrackpore Municipality, in Ward No: 15, being Holding No: 125/1, H.N. Mukherjee Road, under Police Station- Khardah, thereafter Gholia at present New Barrackpore, A.D.S.R.O. Barrackpore at present Sodepur, District North 24 Parganas, and the said Deed was registered in the office at A.D.S.R. Sodepur, recorded in Book No: I, Volume No: 1524-2022, Pages from 310997 to 311021, being No: 09637, for the year 2022 for the consideration therein contained and after purchased the said land said BISWARUP DUTTA and GOURAM BISWAS and they jointly enjoying and possessing over the same without any interruption from any corners and the said land is free from all encumbrances.

AND WHEREAS By a Registered Deed of Conveyance dated 13th day of March, 2003 executed and Registered by Bimal Chandra Sarkar sold, transferred

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14 AUG 2000

and conveyed unto and in favour of DURGA RANI DEY, the present Owner No: 14 herein, in respect of ALL THAT piece and parcel of Shop Room measuring an area 172.88 Sq.ft. more or less togetherwith undivided proportionate share of land underneath situated upon the land measuring an area 1 Cottah 4 Chittacks be the same a little more or less lying and situated at Mouza- Aharampur, J.L. No: 35, Re-Sa No: 93, Touzi No: 1158, comprised in Khatian No: 222, C.S. & R.S. Dag No: 431, L.R. Dag No: 1967, under Police Station- Khardah, thereafter Gholā at present New Barrackpore, A.D.S.R.O. Barrackpore at present Sodepur, District North 24 Parganas, and the said Deed was registered in the office at D.S.R.-I, North 24 Parganas, Barasat, recorded in Book No: I, Volume No: 148, Pages from 339 to 352, being No: 04573, for the year 2003 for the consideration therein contained and after purchased the said land said DURGA RANI DEY mutated her name before the New Barrackpore Municipal authority being Holding No: 125/1/1, H.N. Mukherjee Road, in Ward No: 15, within the local limit of New Barrackpore Municipality and peacefully enjoying and possessing over the same without any interruption from any corners and the said land is free from encumbrances.

AND WHEREAS said Subrata Chowdhury became the absolute owners in respect of land measuring about 1 Cottah 15 Chittacks 5 Square feet in Holding No: 124/1, Samaj Kalyan Consumers Co-operative Stores Ltd. became the absolute

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owner in respect of Shop Room measuring an area 4 Chittaks 41.75 Sq.ft. in Holding No: 124/1/1, Pasupati Dutta & Kamala Dutta became the joint owners in respect of Shop Room measuring about 2 Chittaks 3.30 Sq.ft. in Holding No: 124/1/2, Dilip Kumar Sarkar, Asima Das, Amita Ganguly, Sisir Sarkar, Alok Dey Sarkar, Lipika Das & Sharmila Dey became the joint owners in respect of land measuring an area 2 Cottah 9 Chittacks 35 Square feet in Holding No: 125, Biswarup Dutta & Goutam Biswas became the joint owners in respect of land measuring an area 2 Cottah 5 Chittacks 15 Square feet in Holding No: 125/1, Durga Rani Dey became the absolute owner in respect of land measuring an area 2 Cottah 5 Chittacks 15 Square feet in Holding No: 125/1/1, i.e. total area 06 Cotthas 14 Chittaks 10 Sq.ft. be the same a little more or less lying and situated at Mouza- Aharampur, J.L. No: 35, Re-Sa No: 93, Touzi No: 178, comprised in R.S. & L.R. Khatian No: 1247, C.S. & R.S. Dag No: 431, L.R. Dag No: 1967, under Police Station- Khardah thereafter Ghola at present New Barrackpore, A.D.S.R.O. Barrackpore now Sodepur, District North 24 Parganas, and they amalgamated their six holdings in to a single holding from New Barrackpore Municipal authority and the amalgamated Holding No: 125, under Ward No: 15.

AND WHEREAS present Land Owners/First Part herein decided to develop their said land by constructing a multi storied building thereupon but due to lack of financial capacity as well as no experience in construction work, they approached the Developer to develop the said land and building by constructing a proposed multi-

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storied building thereupon at the cost and expenses of the Developer and after long bi-lateral talks between them the land owners for the purpose of such construction is agreed to execute a registered Development Power of Attorney in the name of the Developer and after mutual discussion the parties are agreed to develop the said premises on the following terms and conditions stipulated herein.

NOW THIS AGREEMENT WITNESSETH as follows :-

ARTICLE - I : DEFINITION

1.1. ARCHITECT shall mean any person or firm appointed or nominated by the developer as Architect for the supervision of the construction of the said multi-storied brick built building.

1.2. LAWYER shall mean Kuntala Saha duly engaged by the Developer.

1.3. BUILDING shall mean the proposed multi-storied building R.C.C. foundation super structure R.C. columns beams slabs, outside wall of 8" inches, inside wall 5" inches and partition wall 5" inches building to be constructed on the said premises of the land owner according to the drawing plans and specifications approved and duly signed by the land owner and to be sanctioned by the New Barrackpore Municipality and constructed

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in conformity with the details of construction/specification given in the Fourth Schedule hereunder written.

1.4. BUILDING PLAN shall mean drawing, plans and specification for the construction of the said building to be sanctioned by the competent authority and shall include any renewal or amendments hereto and/or modifications thereon made or caused to be made by the developer after due approved and signature of the land owner or any other Government authority at the cost of the Developer.

1.5. LAND OWNERS shall mean and include (1) SRI SUBRATA CHOWDHURY, son of Late Sushil Chowdhury, residing at 39, Kamal Park, P.O. Birati, P.S. Nimta, Kolkata- 700 051, District North 24 Parganas, (2) SAMAJ KALYAN CONSUMERS CO-OPERATIVE STORES LTD., Represented by its Secretary SRI MANAS KUMAR GHOSH, son of Ardhendu Ghosh, residing at 152/2, Dr. H.N. Mukherjee Road, P.O. and P.S. New Barrackpore, District : North 24 Parganas, Kolkata- 700 131, (3) SRI PASUPATI DUTTA, son of Parbati Charan Dutta, residing at 55, Old Sahara Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (4) SMT. KAMALA DUTTA, wife of Sri Pasupati Dutta, residing at 55, Old Sahara Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (5) SRI DILIP KUMAR SARKAR, son of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar,

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residing at 125, Dr. H.N. Mukherjee Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (6) SMT. ASIMA DAS, wife of Late Madhab Chandra Das, daughter of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, residing at 125, Dr. H.N. Mukherjee Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (7) SMT. AMITA GANGULY, wife of Sri Anukram Ganguly, daughter of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, residing at 125, Dr. H.N. Mukherjee Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (8) SRI SISIR SARKAR, son of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, residing at 125, Dr. H.N. Mukherjee Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (9) SMT. ALOKA DEY SARKAR, wife of Sri Bistu Dey Sarkar, daughter of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, residing at East Bankimpally, P.O. & P.S. Madhyamgram, District North 24 Parganas, Kolkata- 700 129, (10) SMT. LIPIKA DAS, wife of Sri Nikhil Das, daughter of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, residing at Madhumita Housing Complex, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata- 700 130, District : North 24 Parganas, (11) SMT. SHARMILA DEY, wife of Sri Bijoy Dey, daughter of Late Bijay Ratan Sarkar @ Bijoy Ratan Sarkar, residing at 30, Vidyasagar Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (12) SRI BISWARUP DUTTA, son of Late Shital Kumar Dutta, residing at 41, Main Road East, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, (13) SRI GOUTAM

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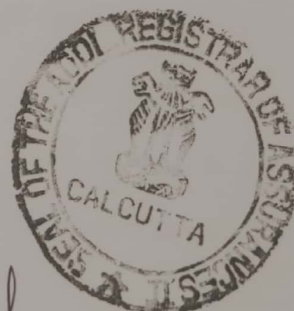
BISWAS, son of Late Dharendra Nath Biswas, residing at 182, Main Road East, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, and (14) SMT. DURGA RANI DEY, wife of Gopal Chandra Dey, residing at 38/1, Main Road East, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District : North 24 Parganas, all their successors, administrators and legal representatives.

1.6. DEVELOPER shall mean and include "M/S. SHREE DEVELOPER", a Partnership Firm having its Registered office at 138/1, H.N. Mukherjee Road, P.O. and P.S. New Barrackpore, Kolkata- 700 131, District North 24 Parganas, being represented by its "PARTNERS" namely (1) SRI BISWARUP DUTTA, son of Late Shital Kumar Dutta, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 41, Main Road East, P.O. & P.S. New Barrackpore, District : North 24 Parganas, Kolkata- 700 131, (2) SRI GOUTAM BISWAS, son of Late Dharendra Nath Biswas, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 182, Main Road East, P.O. & P.S. New Barrackpore, District : North 24 Parganas, Kolkata- 700 131.

1.7. PREMISES shall mean and include ALL THAT piece and parcel of 'BASTU' land measuring about 06 (Six) Cotthas 14 (Fourteen) Chittaks 10 (Ten) Square Feet be the same a little more or less lying and situated at Mouza- Aharampur, J.L. No:

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K. S. S. (ADD)



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14 AUG 2004

35, Re-Sa No: 93, Touzi No: 178, comprised in R.S. & L.R. Khatian No: 1247, C.S. & R.S. Dag No: 431, L.R. Dag No: 1967 & 1968, under Police Station- Khardah thereafter Ghola at present New Barrackpore, A.D.S.R.O. Barrackpore now Sodepur, District North 24 Parganas, within the local limits of New Barrackpore Municipality, under Ward No: 15, being Holding No: 125, H.N. Mukherjee Road.

1.8. **SUPER BUILD UP AREA** shall mean and include the spaces in the building available for independent use and occupation excluding the space demarcated for common facilities and services according to the sanction Building Plan sanctioned by the New Barrackpore Municipality.

1.9. **COMMON FACILITIES** shall mean and include corridors, stairways, roof and other space and facilities, whatsoever required for establishment, enjoyment, maintenance and management of the building as shall be determined by the Architect of the building.

1.10. The name of the said (G+4) Multi-Storied building shall be known as **"MAYURAKSHI APARTMENT"**.

1.11. **LAND OWNERS' ALLOCATION** Shall mean the 40% sanction building plan against the development of said landed property of the proposed (G+4) multi-storied building in the following manner :

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[A] Out of which one Tiles flooring residential Flat being No: "3B", (South-West side) measuring an area **1100** Square Feet (Covered area) more or less on the THIRD FLOOR another Tiles flooring residential Flat being No: "2A ", measuring an area **600** Square feet (South-East side) (Covered area) more or less on the SECOND FLOOR and Tiles/Cement flooring Shop measuring **200** Sq.ft. Covered area more or less located in front side of H.N. Mukherjee Road of the proposed (G+4) multi-storied building against the development of said landed property in favour of the Owner No: **1** namely **Sri Subrata Chowdhury**.

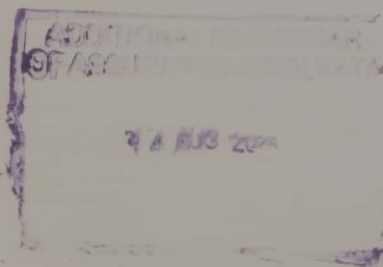
[B] Out of which one Tiles/Cement flooring Shop Room measuring an area **221.75** Square Feet (Covered area) more or less on the GROUND FLOOR located in front side of H.N. Mukherjee Road, alongwith Electric Line and Electric Wiring of the proposed (G+4) multi-storied building against the development of said landed property in favour of the Owner No: **2** namely **Samaj Kalyan Consumers Co-operative Stores Ltd.**

[C] Out of which one Tiles/Cement flooring Shop Room measuring an area **93.3** Square Feet (Covered area) more or less on the GROUND FLOOR located in front side of H.N. Mukherjee Road, alongwith Electric Line and Electric Wiring of the proposed (G+4) multi-storied building against the development of said landed property in favour of the Owner No: **3 & 4** namely **Pasupati Dutta & Kamala Dutta**.

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[D] Out of which one Tiles flooring residential Flat being No: "2F", (East side) measuring an area **500** Square Feet (Super built up area) more or less consisting of One Bed Room, One Kitchen, One Toilet & One Balcony, on the SECOND FLOOR of the proposed (G+4) multi-storied building against the development of said landed property in favour of the Owner No: **5** namely **Dilip Kumar Sarkar**.

[E] Out of which one self contained Vitrified Tiles flooring residential Flat being No: "1C", (West) measuring an area **725** Square Feet (Super built up area) more or less consisting of Two Bed Rooms, One Kitchen, One Dining, One Toilet & One Balcony, on the FIRST FLOOR of the proposed (G+4) multi-storied building against the development of said landed property in favour of the Owner No: **6** namely **Asima Das**.

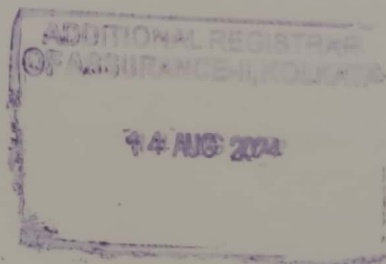
[F] Out of which the Owner Nos: **7, 9, 10, 11** namely **Amita Ganguly, Aloka Dey Sarkar, Lipika Das & Sharmila Dey** shall jointly get a total sum of Rs. 16,00,000.00 (Rupees Sixteen Lakhs) only (Rs. 5,00,000.00 at the time of execution of this Agreement and rest Rs. 11,00,000.00 shall get within 3 (three) years as part by part.

[G] Out of which one Tiles flooring residential Flat being No: "2D", (North-West side) measuring an area **775** Square Feet (Super built up area) more or less consisting of Two Bed Rooms, One Kitchen, One Dining, One Toilets & One Balcony, on the SECOND FLOOR alongwith Tiles flooring Shop Room, measuring an area **150** Square feet (Sufer built up area) more or less on the GROUND FLOOR located in front of H.N.

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Mukherjee Road of the proposed (G+4) multi-storied building against the development of said landed property in favour of the Owner No: 8 namely **Sisir Sarkar**.

[H] Out of which one self contained Vitrified Tiles flooring residential Flat being No: "2B", measuring an area **1000** Square Feet (Covered area) more or less consisting of Two Bed Rooms, One Kitchen, One Toilet & One Balcony, on the SECOND FLOOR and another Tiles flooring residential Flat being No: "1E", measuring an area **800** Square Feet (Covered area) more or less consisting of Two Bed Rooms, One Kitchen, One Toilet & One Balcony, on the FIRST FLOOR alongwith Shop Room measuring an area **200** Square Feet (Covered area) more or less on the GROUND FLOOR located in front side of H.N. Mukherjee Road of the proposed (G+4) multi-storied building against the development of said landed property in favour of the Owner No: 12 namely **Biswarup Dutta**.

[I] Out of which one self contained Vitrified Tiles flooring residential Flat being No: "3E", measuring an area **700** Square Feet (Covered area) more or less consisting of One Bed Room, One Kitchen, One Toilet & One Balcony, on the FIRST FLOOR of the proposed (G+4) multi-storied building against the development of said landed property in favour of the Owner No: 13 namely **Goutam Biswas**.

[j] Out of which one Cemented flooring Shop Room measuring an area **100** Square Feet (Covered area) more or less on the GROUND FLOOR located in front of H.N.

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Mukherjee Road of the proposed (G+4) multi-storied building in addition to pay a sum of Rs. 4,00,000/- (Rupees Four Lakhs) only part by part against the development of said landed property in favour of the Owner No: 14 namely Durga Rani Dey.

This is subject to registration of one Partition Deed among the owners according to Law.

1.12. DEVELOPER'S ALLOCATION shall mean and include the remaining portion of constructed area [save and except the Owners' allocation] together with undivided proportionate share of land comprised in the premises after providing owners' allocation as aforesaid which is more fully described in the Third Schedule written hereunder.

ARTICLE - II : PLAN

2.1. This agreement shall be deemed to have commenced on and with effect from the date of the execution of these presents subject to availability of sanction building plan by the local authority.

2.2. Immediately after the execution of this agreement the Developer in consultation with a qualified architect shall prepare a plan for the construction of building and

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submit the same before the competent authority and for the purpose of submitting the plan the owners shall extend its co-operation. The owners shall also execute a registered Development Power of Attorney in favour of the Developer to represent the owners from time to time before the competent authority/authorities. The developer shall obtain all permissions and approvals as required by law and bear all costs, charges and expenses as may be necessary or be required from time to time for the purpose of sanctioning the plan.

2.3. The Developer shall bear and pay all such charges for the sanction of the building as shall be required by the competent authority.

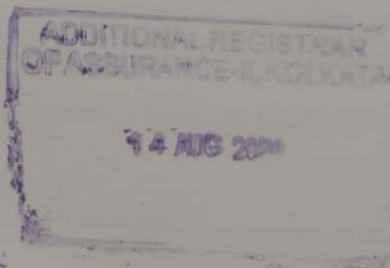
2.4. All application and other necessary papers and document and drawings plans and specification in connection with the construction of the said building shall be signed by the owner and submitted by the Developer who shall pay and bear all fees charges and expenses required to be paid or deposited. And the owner also get permission for Development/Sale permission from the competent authority.

ARTICLE - III : DEVELOPER/BUILDER'S RIGHTS

3.1. The Developer/Builder shall have authority to deal with the Developer's allocated portion in the proposed building in terms of the agreement or negotiate with

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any person or persons or enter into any contract or agreement or borrow money or take any advance against his subject to observance of all terms and conditions contained herein. Provided that no charge shall be created on the said property.

3.2. The land owners hereby grant subject to what have been hereunder provided, exclusive right to the Developer to build the proposed new building upon the said premises in accordance with the plan to be sanctioned by the New Barrackpore Municipality in the name of the land owners with or without any amendment and/or modification there to made or caused to be made by the parties thereto.

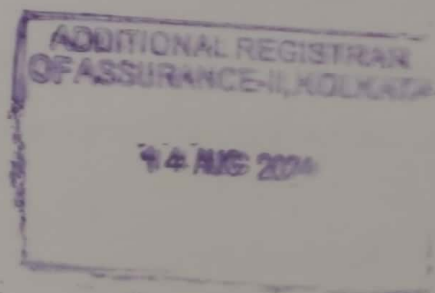
3.3 That the Developer shall carry the demolishing and/or construction work at its own cost in a most skilful manner and shall remain fully liable for all its acts, deeds and things whatsoever. The old building materials will be the property of the Developer. The Developer shall dispose of the present existing structure standing over the first schedule property at its own risk and cost of the Developer and shall receive the amount of such disposal.

3.4. That Booking from intending purchaser for Developer's allocation will be taken by the Developer and the agreement with the intending purchaser will be signed in his/her/their own name on behalf of the owners as an ATTORNEY HOLDER.

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3.5. That the selling rate of the Developer's allocation will be fixed by the Developer/ Builder without any permission or consultation with the owners. The profit & loss earned from the project will be entirely received or borne by the Developer/Builder and no amount will be adjusted from the owners' allocation on account of loss or vice versa on account of profit from Developer's allocation.

3.6. Developer/Builder is empowered to collect consideration money from the sale of Developer's allocation from the intending purchaser and issue money receipt in its own name and more over take advance of consideration money from the intending purchasers for Developer's allocation only.

3.7. After completion of the building the Developer is bound to provide completion certificate from the competent authority. That on completion of the proposed multi-storied building when the flat/flats are ready for giving possession the Developer will put the land owners' allocation at firstly in complete sense and manner as desired by the owner. The possession letter will be signed by the Developer/Builder as the representatives and Power of Attorney holder of the owners. The Deed of Conveyance will be signed by the Developer/Builder on behalf of and as representatives and registered Power of Attorney Holder of the owners and the owners will sign the Deed of Conveyance as Vendors if needed.

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3.8. All construction cost will be borne by the Promoter/Developer and no liability on account of construction cost will be charged from owners' allocation.

3.9. Provided that if it is found after completion of the construction the Flat area of the Land Owners has been increased in this regard the Land Owners will pay to the Developer @ Rs. 2000/- per square feet for the said enhanced portion. Simultaneously if it is found that the area of owners' allocation has been decreased in this regard the Developer will pay to the Land Owners @ Rs. 2000/- per square feet for the said decreased portion.

ARTICLE - IV : CONSIDERATION

4.1. The Developer have agreed to build the said proposed building at its own cost and expenses and owners shall not be required to contribute any sums towards the construction of the said building or otherwise.

4.2. In consideration of the owner having agreed to grant exclusive right for developing the said premises in addition to the owners' allocation as herein provided, as mentioned above.

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4.3. Apart from the aforesaid consideration which have already been made by the Developer/Builder to the owners as indicated in first clause of this article, hereinabove written, the Developer have agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of developing of the said premises and/or this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows :-

- a] Space allocation to the owners ;
- b] Cost charges and expenses incurred for construction, erection and completion of the said new building at the said premises.
- c] Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the New Barrackpore Municipality.
- d] Fees payable to architect and the Engineers as also fees payable to the New Barrackpore Municipality for the purpose of obtaining necessary permission of sanction of sewerage drainage and water connection.

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