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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the Endorsement Sheet's and the Signature Sheet's attached to this document are part of the Document.

Additional District Sub-Registrar
BURDWAN

20 MAY 2022

DEED OF LAND DEVELOPMENT AGREEMENT

THIS DEED OF LAND DEVELOPMENT AGREEMENT made this the 12th Day of May, Two Thousand Twenty Two (2022).

BETWEEN

MRS. CHANDANA BHATTACHARYA PAN- AZIPM7101M
 wife of Mr. Dilip Bhattacharya, by Nationality - Indian, by
 faith - Hindu, by occupation - House wife, Residing at- 482
 Baranilpur more, Suhrid pally, P.O. - Sripally & P.S. -
 Bardhaman (Sadar), Dist. - Purba Bardhaman, West
 Bengal, PIN - 713103 W.B. hereinafter called the **OWNER**
 (which expression shall unless excluded by or repugnant to
 the context be deemed to mean and include her, heir,
 executor, administrator, legal Representative and assign) of
 the **ONE PART.**

AND

"ROYAL CONSTRUCTION" PAN-AAZFR2950B a
 Partnership Firm having its registered office at Premises
 No. 329/D, Baranilpur more Suhrid pally, Near Sainik
 Bhaban, P.O. - Sripally, P.S. - Burdwan Sadar, District -
 Purba Bardhaman, Pin - 713103, W.B., Represented by its
 Partners **(1) SRI SUBRATA GUPTA PAN- AILPG2971M**
 S/o Sri Sourendra Nath Gupta, by faith Hindu, by
 occupation Business, residing at Baranilpur Bidhannagar,
 Palpara, P.O. Sripally, P.S.-Burdwan Sadar & Dist. Purba
 Bardhaman, PIN: - 713103. **(2) SRI PRASANTA GARAI**
PAN- AIKPG3644A S/o Late Dilip Garai, by faith Hindu,
 by occupation Business, residing at SOUHARDYA ABASAN,
 310 Baranilpur More, P.O. Sripally, P.S.- Burdwan Sadar
 Dist. Purba Bardhaman, PIN: - 713103. **(3) SRI**
SUSHANTA GUPTA PAN- AHEPG9859L S/o Sri Sourendra
 Nath Gupta, by faith Hindu, by occupation Business,
 residing at ST.Xaviras Road, Kanainatshal West, P.O.
 Sripally, P.S.- Burdwan Sadar Dist. Purba Bardhaman,
 PIN:-713103, hereinafter called the **DEVELOPER** (which
 expression shall unless excluded by or repugnant to the
 context be deemed to mean and include his/her/their legal

heirs, successors, administrators and assigns) of the **OTHER PART.**

WHEREAS the property originally belonged to (1) Gopal Krishna Dey S/o Late. Sarada Prosad Dey & (2) Smt. Parulbala Mitra W/o Provash Chandra Mitra who obtained the said property has been Recorded their name in the Revesional Settlement record under RS Khatian no 178/1 .

AND WHEREAS said Gopal Krishna Dey & Smt. Parulbala Mitra was enjoying and possessing the same of the under schedule property.

AND WHEREAS said Gopal Krishna Dey & Smt. Parulbala Mitra both are transferred under Schedule property in favor of Sisir Kumar Mazumder S/o Late Ganga Charan Mazumder By way of Sale Deed vide Sale Deed no – 4129 for the year 1964 & said Sale Deed no – 4129 recorded under Vol – 41, Pages 175 – 178 in the office of DSR Burdwan on dated 29-05-1964/30-05-1964.

AND WHEREAS said Sisir Kumar Mazumder Recorded his name under Schedule Property in the LR Settlement record of rights under LR Khatian no – 2192/16.

AND WHEREAS said Sisir Kumar Mazumder applied for a Residential existing building in favor of Burdwan Municipality & said Burdwan Municipality sanctioned said

plan in favor said Sisir Kumar Mazumder on dated 21-02-2000.

AND WHEREAS said Sisir Kumar Mazumder is absolutely seized and possessed the said property described in the schedule mentioned hereunder being Municipal Holding No. 207, Ward No. 14, Mahalla- Baranilpur Suhrid Pally, under Burdwan Municipality in the District Purba Burdwan and paid the ground rent to the Govt. of West Bengal and paid the Municipal Tax to the Burdwan Municipality and began to enjoy his right, title and interest over the said property mentioned in the schedule below and while he (Sisir Kumar Mazumder) enjoying and possessing the same he expired on 03-06-2003 leaving behind the following legal heirs and successors as per "Hindu Succession Act" by which Act he was Governed namely 1) Smt. Anjana Mazumder (wife) who died on 13-12-2016. 2) Sri. Sabyasachi Mazumder (unmarried son) who died on 29-01-1999 & 3) Smt. Chandana Bhattacharya (married daughter) W/o. Mr. Dilip Bhattacharya only the Present legal heirs said late Sisir Kumar Mazumder.

AND WHEREAS said Smt. Chandana Bhattacharya i.e. First Part of this deed recorded her name in L.R. Settlement Record of Right under one man one Khatian vide L.R. Khatian No. - 4325 & 8540 and she paid the ground rent to the Govt. of West Bengal and paid the Municipal Tax to the Burdwan Municipality under holding no - 333 and began to enjoy her right, title and interest over the said property mentioned in the schedule below.

AND WHEREAS the owner in need of an organization/person who would take up the project and start and complete the

building by taking all sorts of steps for developing the said property by providing fund its own source.

AND WHEREAS the developer is engaged in civil construction and development of immovable properties, the owner(s) has/have approached the developer to take up the land for development by fulfilling the demand of the land owner.

AND WHEREAS the other part has agreed to take up the owner land for development and has also agreed to start and complete the said building thereupon.

WHEREAS the Land Owner has/have approached the developer to his/their valuable land and after due discussion about the terms and conditions of development both the land owner and the developer have agreed to the terms and conditions appearing hereinafter.

WHEREAS the Developer has agreed to enter into this agreement on the representation of the owners that he/they is/are the absolute owner-in-possession and also free from all encumbrances and also record of right of the land in schedule -A and is entitled to enter into this agreement.

WHEREAS the owner and/or Other Part is entitle to submit a scheme for construction of multistoried Flat building consisting of several units of Flats and parking space and on the basis of sanctioned plan that to be

obtained from competent Authority on terms that the developer would make construction of the proposed building and power to procure intending purchasers of Flats/Parking Space comprising in the proposed building and would also realize and receive the consideration money from the intending purchasers on behalf of the land owner and upon receipt of such payment from the intending purchasers the developer shall nominate the intending purchasers as a Developer of the unit of Flat and even the land owner will also abide by all the terms and conditions of the project.

WHEREAS the aforesaid owners has/have accepted the said proposal of the developer and hereby agree to appoint the developer irrevocably for developing the land of the owner more fully described in the "A" Schedule hereunder written by making construction of the proposed multistoried building comprising several Flats/ Parking space, developer would procure on its own fund and such intending purchasers shall pay consideration money to the developer for the undivided proportionate and impart able share of the land described in the schedule hereunder written.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:-

ARTICLE -1, DEFNATIONS

1.2 OWNER : MRS. CHANDANA BHATTACHARYA PAN-AZIPM7101M wife of Mr. Dilip Bhattacharya, by Nationality - Indian, by faith - Hindu, by occupation - House wife, Residing at Baranilpur more, Suhride pally, P.O. - Sripally & P.S. - Bardhaman (Sadar), Dist. - Purba Bardhaman, West Bengal, PIN - 713103 W.B. and its successors in office, administrators and assigns.

1.4 PREMISES: shall mean the premises at about total land situated at Mouza - Balidanga, J.L. No. - 35, R.S Khatian No. - 178/1, L.R Khatian No. - 4325 (area 04 decimals) & 8540 (area 04 decimals), R.S Plot No- 658, corresponding L.R Plot No. - 1325, Classification at present Bastu, Total sold area of 08 decimals (sub plot no - A) together with two storied residential building and structure within ward no. - 14.

1.5 BUILDING: shall mean and include the building(s) to be constructed at the premises mentioned in earlier paragraph, Schedule - 'A'.

1.6 COMMON FACILITIES AND AMENITIES : shall mean corridors, stairways, passageways provided by the developer and pump room, tube well, overhead tanks water pump and motor and other facilities which the developer will think fit and require for the establishment, location enjoyment maintenance and/or management of the building.

1.7 COMMON EXPENSES: shall include all expenses to be incurred by the co-owners for maintenance and upkeep the building.

1.8 SALEABLE SPACE: Shall mean the space in the new building available for independent use and occupation developed by the Developer and after making due provisions for common facilities and space required thereof.

1.9 OWNER'S ALLOCATION: shall mean the owners will get entire 4th floor together with amounting Rs. 40,00,000/- (Forty Lakh) only of the constructed area together with the proportionate right, title & interest in the land which is adjustable amount.

1.10 DEVELOPER'S ALLOCATION: Shall mean remaining portion of the constructed area of the proposed building over the "A" schedule land i.e. except owner's allocation together with the absolute right, title & interest in the land including common facilities and amenities including the right to use thereof in the premises upon construction.

1.11 ARCHITECT: Shall mean such person or persons or Firm with required qualification who will be appointed by the developer for designing and planning of the new building(s).

1.12 BUILDING PLAN: shall mean the plan to be sanctioned by the appropriate authority with such

alternation or modification as may be made by the developer.

1.13 TRANSFEREE: Shall mean the person, firm, limited company, association or persons to whom any space in the building will be transferred.

1.14 TIME: Shall mean the construction shall be completed within 36 (Thirty Six) months from the date of obtaining all necessary permissions and sanctions from the appropriate authorities which may be extended for another 12 months for adverse situation.

1.15 WORDS: Imparting singular shall include plural and vice-versa and the words imparting masculine gender shall include feminine and vice-versa and neuter gender shall include masculine and feminine genders.

ARTICLE-11 TITLE AND DECLARATION

The Owners hereby declare that he/they has/have good and absolute right, title and interest to the said property without any claim of any right, title and interest of any other or person or persons claiming through or under them. The owner shall also have a good and marketable title from all encumbrances and liabilities whatsoever enter into any agreement with the developer and the owner hereby agrees to indemnify and keep indemnifies the developer against any and every part of any action or demand whatsoever to the contrary. The Owner hereby undertakes and assures that the developer shall be entitled

to construct and complete the building & units as per sanctioned plan by the concerned authority agreed between the parties hereto, retain and deal with the developer's allocations therein without any interference from the owner or any other person claiming through and under them or in trust of them and the owner undertakes to indemnify and keeps indemnifies the developer from all losses, cost charges, expenses or damages incurred as a result of any breach of this undertaken and assurance.

ARTICLE-MI EXPLOITATION & DEVELOPMENT RIGHT

The Owner hereby grants exclusive rights to the developer to build upon and accept the said properties for the construction of the building and the developer shall be entitled to enter into common contract or agreements or subcontract to any person, company or concern with encumbering the said property in any manner whatsoever.

ARTICLE-IV COMMENCEMENT

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement. However in due course the developer can get this agreement registered in the court after paying necessary stamp duty / registration charges as applicable.

ARTICLE - V OWNER'S RIGHT

The Owner is absolutely seized and possession of or otherwise well and sufficiently entitled to ALL THAT the said property.

The said premises is not vested in the Urban land (Ceiling and regulation) Act, 1976.

None other than the owners has/have any claim , right, title & interest and / or demand over and in respect of the said premises and /or any portion thereof. The owner will hand over the said land to the developer free from all encumbrances and with all original documents relating to the said land and construct the boundary wall around the land in his initiation but at the expense of the developer.

ARTICLE-VI DEVELOPER'S RIGHT

The Owner hereby grant the exclusive right to the developer to build upon and to exploit commercially the said plot of land and to build, construct, erect and complete the building (s) in various size of Flat / Parking space in order to sale the constructed units to the intending purchaser for their commercial purpose by entering into an agreement for sale and/or transfer in respect of the newly constructed building in accordance with the plan to be sanctioned plan and the Developer shall pay and bear all the expenses required to be constructed upon the "A" Schedule land.

The Developer will be entitled to receive, collect and realize all money of the developed property from the intending purchaser(s) without creating any personal liability of the owner excluding owner's allocation. The Developer will be entitled to deliver flat and spaces pertaining to the project in any time through registered deed. The Developer will be

entitled to transfer the undivided proportionate share of land in the premises on the strength of this Agreement.

That the developer entitled to mortgage the property before any bank / financial institution for creation of fund and also execute all the documents relating to said agreement.

ARTICLE- VII CONSIDERATION:

In consideration of the owners having agreed to permit the developer to commercially exploit the said property and to construct, erect and build new building (s) in accordance with the plan sanctioned by the authority.

In consideration of the agreement the owner has agreed to grant exclusive right to the Developer to develop the said premises, to market the developed properties, to receive and collect all payments and to transfer the developed properties to the intending purchasers through registered deed of agreement and the Developer agrees and / or undertake in the manner following:

1. That the Developer shall obtain all necessary permissions and / or approvals and /or consents, from the competent authority at the cost of the Developer, if required.
2. In respect of the consideration of the Building to pay costs of supervision of the development and construction of the owner's allocation in the building at the said premises.

3. To bear all costs, charges and expenses for construction of the building at the said premises, by the Developer.

4. Allocate the owner of his allocation in the building to be constructed at \ the said premises within 36 (thirty six) months from the date of sanction of the building plan and all necessary clearances from the appropriate Authorities which is the essence of the contract which may be extended for another 12 months or so in case of adverse situation.

The aforesaid shall constitute the shop consideration for grant of exclusive right; for development for the premises.

ARTICLE- VIII POSSESSION

The owner shall give quiet peaceful and unencumbered possession of the said; premises to the Developer simultaneously with the execution of this agreement; enabling the Developer to survey the entire premises and for making soil testing; and preparation of the proposed building. The Developer shall be exclusively entitled to the new building with exclusive right to transfer or otherwise deal with or dispose of the same.

ARTICLE - IX DEVELOPER'S ALLOCATION

The developer shall be entitled to the developer's allocation all saleable space in the building over the "A" - Scheduled land together with the absolute right on the part of the Developer and prospective buyer / buyers and intending transferee / transferees, or in any way deal with the same

except the owner's allocation mentioned in article -VII of the owner's allocation together with the proportionate undivided share on the common facilities and amenities including the right to use there to be available at the premises upon construction of the building as per sanction plan and the developer shall be entitled to enter into agreement for sale and transfer its own name with any transferee for their commercial purpose and to receive and collect all money in respect thereof which shall be absolutely belong to the developer and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on part of the developer to obtain any further consent of the owner and its agreement by itself shall be treated as consent by the owner.

ARTICLE - X PROCEDURE

1. Owner shall execute registered General Power of Attorney to the Developer and or its nominee or Nominees as may be required for the purpose of obtaining the sanction plan or permission from the different authorities with the construction of the Building and also for pursuing and following up the matter with the appropriate authority or authorities.
2. That at the time of execution of this agreement the owner is hereby agreed to hand over all the original title

deeds and other relevant original documents to the developer for holding the smooth work in respect of development or construction for the proposed apartment(s).

ARTICLE - XI COMMON FACILITIES

1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said property accruing due as and from the date of handing over vacant possession of the said property to the Developer. If there are any dues of property taxes or any owner taxes regarding the said property before the date of handing over the same to the Developer that would be born by the Owners.

2. As soon as the new building will be completed within the time hereinafter mentioned the Developer shall give written notice to the intending purchasers /lessees of individual units of the building and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan thereof and certificate of the architect being produced to the effect and after 30 (thirty) days from the date of service of such notice and at all times thereafter the unit shop holders will be exclusively responsible for payment of all municipal and property taxes , rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) and service charges for the common facilities.

1. As and from the date of service notice of possession the intending purchasers / lessees will be responsible to pay and bear proportionate share of service charges for the common facilities in the building like other lessees of the bus stand project and the said charges will include charges for sweepers, scavenging charges, sanitation maintenance operation, repair and charges for bill collection management of the common facilities whatsoever as may be changed from time to time.

ARTICLE-XII OWNER'S OBLIGATION

1. The owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the building at the said property by the developer.
2. The owner hereby agrees and covenants with the developer not to do any act or deed or thing by which the developer may be prevented from selling , assigning and / or disposing of any portion or portions in the building.
3. The owner will hand over peaceful, vacant possession of the said property to the developer.
4. The owner declares that no other agreement whatsoever subsists in respect of the said premises and the owner will indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

ARTICLE-XIII DEVELOPER'S OBLIGATION

1. The developer hereby agrees and covenants with the owner that the developer shall complete the construction of the new building (s) within 36 (thirty six) months from the date of sanction of the building plan which is the essence of the contract.
2. The developer shall not be considered to be liable to any obligations here above to the extent that the performance of the relevant obligation are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

ARTICLE - XIV JOINT OBLIGATION

1. The developer shall develop and construct multi storied building on the said land as per rules after utilizing F.A.R as per present rules in vogue. The owner will lend his name and signature in all papers, plans, documents, etc. those may come on the way of the developer for successful implementation of the project will be developed in the name of the owner.
2. The owner with the execution of this Agreement will hand over all original documents, i.e. Parcha, Mutation Certificate, Tax Bill, etc. and also the Title Deeds (original and certified) to the Developer. Those documents will remain with the Developer till the occupiers of the building(s) form an association or common body.

3. It is agreed that upon the completion of the proposed Multi-storied building, the tax of the constructed area of owner's allocation shall be borne by the owner and the Developer and /or his nominee or nominees will also pay the maintenance charges proportionate against his allocated portions which to be determined by the Apartment owners Association and Burdwan Municipal.
4. It is agreed by the parties that the developer shall be entitled to enter into any agreement for sale in respect of his allocated portion to different prospective buyers and simultaneously to sale our those portion either in manner of flat or covered areas to different buyers against such monetary consideration which the owner shall not be entitled to interfere in any manner whatsoever.
5. The Developer shall be entitled to sell out, transfer, convey, Lease, License the same to different buyers and for that purpose the developer shall also be entitled to get undivided proportionate rights, title and interest of land and all common areas and facilities of the building which to be constructed by the developer at his own cost and expenses.
6. The owner shall not be entitled to claim any other portions except his allocated agreed portion of the constructed and covered areas of the proposed Multi-storied building. Further the owner shall not be entitled to

claim any amount of sale proceeds received by the Developer from the purchaser of the different other portions areas flats including proportionate share of the land belongs to the Developer.

7. The developer shall be entitled to fix a sing board on the said property for advertisement and inserting news paper for advertisement media for the purpose of sell and transfer his allocated portion and the developer has the liberty to chose the name of the Multi-storied building and which to be constructed by him on the schedule mentioned property.

8. The developer absolutely shall appoint the Architect for supervision of the structural construction of the foundation as well as all construction.

9. It is agreed that owner whenever it become lawfully necessary shall bound to sign on papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed Multi storied building till complete of the total constructional work of the building or for disposal and sale of any and or all portions of the developer without raising any objection thereto in any manner whatsoever.

10. However if any dispute of different arises between the parties in this agreement for effective interpretation of the

terms and conditions herein. The same shall be referred either to an Advocate or Arbitrator chosen jointly by the parties hereto or to such separate Advocate who will be appointed by one of each party together with right to appoint an umpire and whose decision shall be final and binding upon the parties.

ARTICLE-XV ARBITRATION

Any dispute and differences arising out of this agreement or in relation hereto, both the parties will try first among themselves to solve that dispute or problem with friendly manner. If it will not possible by them the same shall be referred to arbitration of two-arbitrators be deemed to be referred within the meaning of the Arbitration Act, 1996 or any statutory modifications there under in force and the parties here in further agreed that all dispute will come under the jurisdiction of Burdwan Court.

SCHEDULE PROPERTY ABOVE REFFERED TO

All that piece or parcel of total land situated at Mouza - Balidanga, J.L. No. - 35, R.S Khatian No. - 178/1, L.R Khatian No. - 4325 (area 04 decimals) & 8540 (area 04 decimals), R.S Plot No- 658, corresponding L.R Plot No. - 1325, Classification at present Bastu, Total area 08 decimals (sub plot no - A) together with two storied

IN WITNESSETH WHEREOF the parties hereto set and subscribed their hands and signature on the day, month and year first above written.

SIGNED, SEALED & DELIVERED in presence of:

1) Witnesses:

Dilip Bhattacharya.

S/o Late. Bansidhar Bhattacharya.

Chandana Bhattacharya
Signature of the Owner

482, Boronilpur Moha -

Subinipally

P.O. - Stripally Pin 713103

Dist. - Purba Bardhaman.

Royal Construction

Subrata Gupta

Basantacraai

Sushanta Gupta

Partner

Signature of the Developers

2) Pintu Ghosh
Vill. Karpur
Dist. - Purba Bardhaman.

Drafted by me

&

Typed in my office

Dr. Krishnakanta Roy

KRISHNAKANTA ROY

Deed Writer

Dist. Sub-Registrar

Office, Burdwan

Licence No.-26

SPECIMEN FORM FOR TEN FINGER PRINTS & PHOTO

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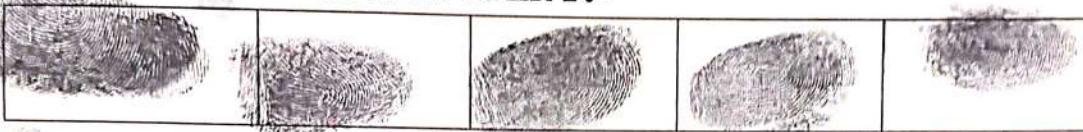
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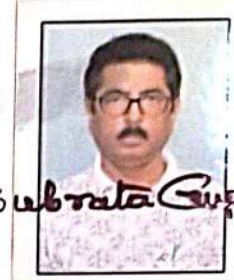
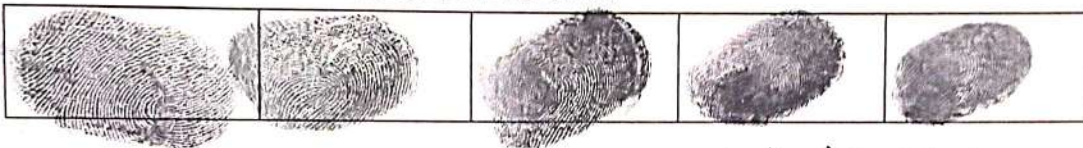
Chandana Bhattacharya

SIGNATURE OF

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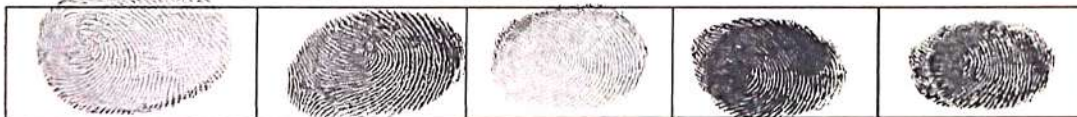
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Subrata Gupta

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Brosanta Gogoi

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Sushanta Gupta

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