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Certified that the document is admitted for registration The signature sheet and the endersement sheet (s) attached with the document are the part of this document.

Additional District Sub-Registrar Bankura

0 4 APR 2025

DEVELOPMENT AGREEMENT

Dist.

Bankura

Mouza

Bankura

P.S.

Bankura

Area of Land

6.90 Decimal

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Additional District-Sub-Registrar Bankura

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THAT HAS ENTERED INTO BETWEEN:

MR GOUTAM CHOWDHURY. Son of - Late Parimal Chowdhury, by faith - Hindu, by occupation - business, having residence at - School Danga, Bankura under P.S. & Dist - Bankura, PIN - 722101; hereinafter referred to as the LAND OWNER(s) / VENDOR(s) (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the FIRST PARTY.

IN FAVOUR OF:

CHATTAL REAL ESTATE (PAN - BHXPC3784L) having its registered office at Chattal Bekary, P.O. Junbedia, P.S. & Dist. Bankura, Pin - 722155 represented by its sole Proprietor MR. GOURAB CHOWDHURY son of Sri Goutam Chowdhury, residing at School Danga, Bankura, P.O., P.S. & Dist. Bankura, Pin - 722101, hereinafter referred to as the DEVELOPER(s) / SECOND PARTY(s) (unless repugnant to the context shall mean and include their representatives, heirs, successors, executors, administrators, trustees, legal representatives and assigns).

WHEREAS FIRSTLY the owner(s) of the stated property is/was the one Kaushik Patra S/o Probodh Kumar Patra and Others of an area admeasuring being 6.90 Decimal which they sold and transferred to MR GOUTAM CHOWDHURY, Son of - Late Parimal Chowdhury vide Deed of Sale Being No.: I-06836 for the year 2022 registered before the ADSR Bankura, and thereafter recorded the said property in their respective LRROR being LR Khatian No.: 18502.

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WHEREAS the schedule mentioned land was then owned, possessed and was recorded in the ROR in LR KHATIAN No.: 18502 having every right, title, interests thereon in the name of MR GOUTAM CHOWDHURY, Son of - Late Parimal Chowdhury (the aforestated owner herein).

and whereas the First Party(s) as aforementioned is/are now the absolute and lawful owner of the immovable property having right, title and interests in the schedule below and since then he / they is / are in absolute, lawful, peaceful, physical possession and occupation over the same without any kind of let, hindrance or disturbances from any corner, which is a recorded property in the R.O.R; of which the said property was entered in the name(s) of the First Party in the records of the landlord, the State and which has being exercising all acts of ownership over said landed property without any disturbances from any corner and by the payment of due land revenue for the said property to the Landlord the State and obtain receipts thereof in its own name and have been occupying the said landed property by exercise of all acts of ownership thereto.

AND WHEREAS the first party(s) is desired to get the aforesaid landed property developed into a Multi-storied Building complex constructed thereon through any Sincere, Responsible and Reputed Builder and the Second Party after having come to know of such intentions of the First party; approached the First Party and therefore the First party(s) agreed to the proposal of the Second Party with regard to the development & construction of the proposed Multi-storied Building complex upon the said below schedule landed property.

NOW THEREFORE the desire to develop the First schedule property by construction of a multi-storied building complex(s) up to the maximum limit of floor consisting of so many flats, unit(s), complex(s), and parking space(s), space(s), etc. as per plan approved by Bankura Municipality and/or other competent authority(s) but the owners / vendors, of not having sufficient funds for the development and construction work and for the said reason the First Party(s) is in search of a Developer for the said development and construction work and as such & after prolong discussion between the party(s) assign and appoint the second party(s) as Developer(s) to develop and construct the said property forming into a residential complex(s).

NOW THIS INDENTURE WITNESSETH AND IS AGREED AMONG THE PARTIES AND THEREFORE REDUCED IN WRITING AS HERETO:

I - OWNER(S) / VENDOR(S) / LANDLORD(S) & DEVELOPER(S): - Shall mean names and details as envisaged above as First and Second Party thereto.

II - LAND:- Shall mean the area admeasuring 6.90 decimals (as per LR.R.O.R.) be the same a little more or less at Mouza: Bankura, J.L. No.: 0211, L.R. Plot No.: 426, comprised in the undersigned L.R. Khatian No under the jurisdiction of District - Bankura, in the State of West Bengal, more-fully described in the Schedule below, being conveyed by the First Party/Owner in favour of Second Party, for its Development into a Multi-storied residential complex, more-fully described in Schedule below, is the subject matter of this Development Agreement.

- 1.1 BUILDING: Building shall mean the building to be constructed at the said premises with the maximum Floor Area Ratio (F.A.R.) available or permissible under the rules and regulations of the Bankura Municipality and/or other concerned authorities for the time being in force as per the plan(s) to be sanctioned by the Bankura Municipality and/or by the competent authorities.
- 1.2 ARCHITECT(S): Shall mean such Architect(s) whom the Developer(s) may from time-to-time, appoint as the Architect(s) of the said Building.
- 1.3 MUNICIPAL CORPORATION: Shall mean Bankura Municipality and shall also include other concerned, competent and appropriate authority(s) either State, public body(s) and/or Central Govt. that may recommend, comment upon, approve, sanction, modify and/or revise such Plans.

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- PLAN: Shall mean the sanctioned and approved Plan of the said building(s) sanctioned by the Bankura Municipality and shall also include variations / modifications, alterations therein that may be made by the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any.
- OWNER'S AREA: In consideration of the Vendor(s) having appointed the 1.5 Second Party(s) as Developers of the said property and the Vendor(s) agreeing to allow the Developers to appropriate themselves out of the profits arising from the said development as is hereinafter provided. As acknowledged by the Vendor(s), the Developer will deliver 33 (Thirty Three) percent of the sanction area of such sanctioned and approved Plan from the Bankura Municipality or from such competent authority(s) from such schedule landed property of the proposed building together with undivided, impartible and proportionate interest over the said schedule landed property.

In execution of this agreement and receipt whereof the Vendor(s) doth hereby admit, acknowledge, acquit, release and discharge the Developers forever and shall handover the vacant and peaceful possession of the said property to the Developers for the purpose of development.

- ACCOUNTS:- THAT an Escrow account to be maintained for the proposed 1.6 project and its development of the stated building, which will enable clear understanding about its incoming and outgoing of any such amount(s) for the said same project.
 - A) That selling price of the apartment will be ascertained mutually between the first and the second party;
 - B) That as stated above, all such sale proceeds shall be transferred directly into the said Escrow Account and shall be shared between the first and the second party as per the percentage of share delineated above.
 - C) Also, it is pertinent to mention that the first party shall receive the said due share from the sale proceeds within 15th Day of each calendar month.
- DEVELOPER'S AREA: Shall mean the entire proposed multi-storied building except the said aforestated owner's part with such maximum floors as may be sanctioned and approved by the competent authority(s) together with undivided, impartible and proportionate interest unto the said land. Also, it needless to mention that if beyond G+III is sanctioned and approved by the Bankura Municipality or from such competent authority(s), and then the ratio shall also increase proportionately.
- UNIT: Shall mean any Unit(s) / Flat(s) / Garage(s) /spaces, etc. in the Building(s) lying erected at and upon the premises and the right to common use of the common portions appurtenant thereto & the concerned Unit(s) and wherever and whenever the context so intends or

permits, shall include the undivided, proportionate share and/or portion attributable to such Unit/Flat and such other areas.

- 1.9 PROJECT: Shall mean the work of development or construction, undertake and to be done solely by the aforestated Developer(s) herein with utmost assistance and assurance from the Owner(s) / Vendor(s) in terms of anything and everything whatsoever in respect of the said premises in pursuance of the Development Agreement and/or any modification / alteration or extension thereof till such development, erection, promotion, construction and building of building(s) at and upon the said premises till completion and handover of the same.
- 1.10 FORCE MAJEURE: Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other statutory Body or any Court, Government Regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Developer(s).

1.11 PURCHASER(S): shall mean and include:

 If he / she / they be an individual then his / her / their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;

ii. If it be a Hindu Undivided Family (HUF) then its members for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns

iii.If it be a Company then its successor or successors-in-interests and/or permitted assigns;

Iv.If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;

v. If it be a Trust then its Trustees / members for the time being in force and their successor(s)-in-interest and assigns.

III - COMMENCEMENT AND EFFECTIVENESS: - This indenture has commenced and shall be effective on and from and with effect from the date of execution of this indenture.

IV - DURATION: - That the Developer(s) shall develop and/or construct the said schedule below landed property in its own name and account and at its own expenses, expertise in its own right, interest and shall alone be liable and responsible for the development of the said property; if required then demolishing the existing structures (if any) over the said landed property thereon. The new multi-storied Building Complex comprising of Ground plus thereon. The new multi-storied Building Complex comprising of Ground plus such Maximum floors as may be approved by the local municipal concerned authorities consisting of Flats / apartments / units / garages and works-men authorities consisting of Flats / apartments / units / garages and works-men room, spaces, etc. shall be erected by the Developer unto the Schedule below

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property of the First Party(s) / Owner(s) / Vendor(s), by 36 Months with a grace period of 06 Months and that shall be calculated from the date of approval and sanction of plan for such development works unto the said property by the Developer(s). However, the said period may get extended by reasons of proven causes beyond the control and authority of the Developer(s) viz. unusual price hike or non-availability of the materials / labours, riot, flood, earth quake, political instability / disturbances, Act of God, etc.

V:- SCOPE OF WORK:- The Developer(s) shall construct / erect the multistoried residential building comprising of Ground plus such Maximum floors and shall be according to the sanctioned plan from Bankura Municipality followed by such other requisites from any competent authority(s) over the First Schedule Land.

VI: - OWENER DUTY, OBLIGATION & LIABILITY:-

- That the owner has offered the total area of land thereon measuring 6.90
 decimals for development and construction of a multi-storied residential
 building complex consisting of flats / apartments, parking spaces and such
 spaces, etc. provided wherein that as and when required, then
 amalgamating the adjacent schedule plot of land with the schedule plot
 hereunder.
- 2. Subject to the Competent Authority granting permission and/or sanction under the provisions of the said ULC Act, the Owners have good right, full power and absolute authority to grant exclusive rights to develop the said property described in the Schedule hereunder written to the Developer and the Developer shall be entitled to develop the said property subject to the terms and conditions herein contained.
- 3. That the Owner / Vendor hereby declares and acknowledges that :-
- a) No acquisition proceedings have been initiated in respect of the schedule mentioned plot.
- b) There is no such indenture / legal document among the Owners / Vendors and/or any other party(s) / person(s) except M/S. CHATTAL REAL ESTATE either for Sale and otherwise or for development and construction of multi-storied residential building and the said land is free from all such encumbrances. And, also confirms vide this indenture that after execution of this deed, if any of the owner executes or registers any agreement / deeds / documents in favour of any person(s) then he / she / they shall be prosecuted as per the prevailing laws for the time being in force and in that event the owners shall be liable for any such costs and consequences thereof.
- 4. That the Owner(s) has agreed that either she / he / they shall be in-person present before the Registering Authority and/or to such other authority(s) to sign all the agreement for sale and all deeds and agreements of conveyance for selling the Flats to the prospective buyer(s) as Land Owners maintaining all terms & conditions or whatsoever or shall execute a Development Power of Attorney in favour of the Developers for execution of such documents followed by such other works. The Owner / Vendor hereby acknowledge not.
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to interfere on the developer(s) portion / share as mentioned above and as such shall not intrude / anything whatsoever with the amount so received from the prospective buyer(s).

- 5. That the Vendors shall make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from all reasonable doubts and all such encumbrances and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, hereditaments, possession or otherwise.
- 6. That the First party(s) hereby assures the Second party(s) that neither he / she / they nor any of the legal heirs and successors shall, due to any reason and/or cause whatsoever; ever cause any interferences or unwanted disturbances in the smooth progress of the intended project. Furthermore, the First Party consents in this indenture that if any of the recorded landowner's execute any further and/or such agreements / deeds / contracts against the said landed property after signing and execution of this Agreement, the aftermath of which the said landowner(s) shall be prosecuted as per law for the time being in force and the Second Party can very well initiate civil and criminal cases against him / them and in that event the landowners shall be solely liable for such costs and consequences thereto.
- 7. That the Owner has offered the total area of land thereon for development and construction of a multi-storied residential building complex consisting of flats / apartments, parking spaces and such spaces, etc. provided wherein that as and when required, then amalgamating combine and merger of any and/or the adjacent such plots of land with schedule below plots. Moreover and most importantly, the Vendor hereby authorizes and grants NOC to the Developer that they can amalgamate any and/or their plot of land into the land of the stated Vendor herein as schedule below for the sake of the proposed project; and declare further that by doing so neither the share of the stated development shall change nor the Vendor shall object and/or shall raise any such objection thereto for such amalgamation.
- 8. That on and from the time of execution of these presents, the vendors shall deliver or cause to be delivered all such title deeds, parcha, other requisite documentations / papers, plans, approvals, etc. in relation to the said landed property which is hereby agreed to be developed by the Builder / Developer. The Owners / Vendors further assures to extend maximum co-operation for obtaining N.O.C. and for giving declarations, affidavits, other requisite documentations / papers, approvals, etc. whatsoever required.
- 9. That the Vendors hereby declares that no notice from Government or any other body or authority or under any Act or Land Acquisition Act or The Defence of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon Contd......P/8

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them or any other person/s interested therein nor is the said plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal, Government body or Public Body or authority.

- 10. That the Owners / Vendors agrees and acknowledges that she gives her full authority & power to Second Party to do & execute all lawful acts, deeds things for the owners and on his / their behalf in respect of all activities related to developing and construction of the multi-storied residential building cum complex(s) on the said land i.e., to receive the sanctioned plan and other documents from Bankura Municipality, and such other statutory authority / authorities or public body(s).
- 11. That immediately on the execution of these presents, the Vendor herein has decided to execute a Development Power of Attorney in favour of the Developers or their Nominee(s) as the case may be for the purpose of signing and/or executing all the applications, indenture(s), agreement to sale and deed of sale to such intending purchaser(s), proceedings, plans, other requisite documentations / papers, execute and verify all application and/or objection to appropriate authorities for all and any license permission, NOC or consent etc.; to obtain necessary approval(s) from various authorities in connection with the development and such papers to be submitted by the Developers on behalf of the Vendors to the Competent Authority, Urban Land Ceiling, Bankura Municipality, or any other Government or Semi-Government authority in connection with the development to facilitate the development of the property hereby agreed to be developed by the Developers on behalf of the Vendors. If any such delay is caused in developing the said property hereby agreed to be developed or such other whereabouts, the consequences arising thereof shall be at the costs & consequences on the part of the Vendor alone.
- 12. That the Vendor hereby authorize the Developers to sign banking documentations regarding bank finance and other requisite formalities and execute applications, writings, undertakings for amalgamation, layout, subdivision, building plans and other assurances and submit the same to the Municipal and Public authorities and to obtain commencement certificate, etc. for obtaining different types of applications and other proformas. It is also agreed that all the costs, charges and expenses to be incurred in pursuance of this clause save and except as provided otherwise in this Agreement shall be borne and paid by the Developers. The Second Party shall be entitled to mortgage the subject noted landed property to avail bank finance and First Party hereby admits that she shall have no-objection in this regard in any manner.

13. That the Vendor declares that the property in question is the recorded property in the LR.R.O.R at the concerned BL&LRO Dept. However, there is no minor interested in the said property and hence the question of obtaining the sanction from the competent Court / authority(s) relating to minor's interest along and with the said property does not even arise. That the said land is not coming within the purview of section-20 of the urban land ceiling and Regulation act.
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- 14. To execute necessary documents and present the same before the appropriate authority for formation of Association under the provisions of West Bengal Apartment Ownership Act, 1972, Real Estate (Regulation and Development) Act, 2016 and/or WBRERA.
- 15. That the land by Agreement is not prohibited by Govt. i.e., does not come under Govt. Land, Settled Land, Bhudan Land, Forest Land and the first party satisfied with the contents of this deed, and the first party and his land dose not any reserved cast under C.N.T. Act
- 16. That the Developers can take and initiate legal proceedings which are required to be taken in connection with the work of development and construction on behalf of the owners. Furthermore, if any legal action is taken against land owner(s) in connection with the same and said project; to prosecute and defend such legal proceedings, affidavit, application, etc. and to engage Ld. Advocate and to do all such act, deed and things required to be done on behalf and as such on sale of flats / apartments / etc. to the prospective buyers save and except owner's allocation and accept booking money, advance and consideration money.

VII- DEVELOPER DUTY, LIABILITY & RESPONSIBILITY:-

- That the Developer confirms and assures the owners that they're
 acquainted with and aware of the process / formalities related to similar
 project in Corporation Area or at the Sub-Div. and was satisfied with the
 papers / documentations related to ownership, measurement of the said
 land, possessory right, title, interest and suitability of the site and viability
 of such proposed project thereto.
- 2. That the developer confirms and assures the owners that they have financial sources and other resources to meet and comply with financial and other obligations required for execution of the project within such timeframe and the owners do not have any liability and/or responsibility of any such financing and execute the project or part thereof except such consideration for each flats as detailed under.
- 3. That the developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision and security of reputed Architect / Planner, Advocate(s), and such other professionals authorized and licensed by appropriate authority(s). The building plan should comply with the standard norms of the multi-storied building/s including structural design and approval from local sanctioning authority / Corporation / Govt. agencies. Any variation / alteration / modification from the original approved drawing / plan need approval from the owner or her attorney and the architect before submission to the Corporation / appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both owners and developers. However, basic character of the project consisting of flats/apartment/parking space and common space like garden / water / drainage will remain intact unless agreed by both the parties.



- 4. That the Developer shall be asking for help / assistance from the owners / such other person(s) to do all the necessary paper work, etc. for getting necessary approvals in relation to the sanctioning of plan followed by such other legalities or such documents and the owner(s) have acknowledge to deliver their maximum co-operation towards the same.
- 5. That the Developers shall be at liberty to allot the dwelling units of flats / such other spaces in the said buildings to be constructed on the said property or to enter into any package deal agreement for allotment of completed units / building or buildings to be constructed on the said land with such party or parties and at such price and on such terms and conditions as the Developers may deem fit and proper. All such allotments and arrangements shall, however, be made by the Developers at their own costs and expenses and at their own risk, the intention being that the Developers shall alone be liable and responsible to such party or parties, provided, however, that the price and the terms and conditions at or on which the said building or buildings or part thereof are to be allotted shall not in any manner be inconsistent with or in contravention of any law, norms, rules and conditions imposed in N.O.C.
- 6. That the Developer(s) shall not have any rights of delegation of such right created in its favour by virtue of this Development Agreement and the First party / owner(s) nor shall any person claiming through her / them have any right, authority or interest in the development of the said property except in relation to the owner's share. Only the Developer(s) above-named shall be entitled to develop the said property by constructing thereon the multi-storied building consisting of dwelling units / flats / apartment, parking space(s) / space(s), etc. and other structures at the sweet will and discretion of the developer(s).
- 7. The Developers shall be entitled to enter into usual Agreement within the Developers share and allocation for sale of units / flats / apartment, parking space(s) / space(s), etc. with various intending buyers, on what is known as ownership basis, on such terms and conditions and at such price as the Developers thinks fit and proper.
- That the Developer shall be responsible for any acts, deeds or things done towards any fund collection from one or more prospective buyer of the proposed flats.



9. That the Developer shall be responsible for complying with the Rules & Regulation in all matters including construction of the building according to the sanctioned plan and shall be responsible for complying with all provisions of law that may be in force from time to time and the Owner shall not be responsible for any infringement of law that may be in force from time to time during the subsistence of this Agreement. The Owner shall not be responsible for any accident or damage or loss during the course of the construction of the proposed building.
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- 10. That it is agreed that the Vendors and all other necessary parties claiming through her / them shall execute Deed of Conveyance / Sale document and/or all other writings in favour of such person(s) as the Developers may direct and in the event of Conveyance/s it can also be given in favour of the Nomince/s of the Developers or a proposed Co-op Housing Society. The Developers shall also join as a Confirming Party to the said Conveyance.
- 11. That the Developer shall complete the Development / Construction work of building/flat at its own cost and expenses in pursuance of the sanctioned plan by stipulated time-frame as stated hitherto and after getting all such relevant papers / documentation.
- 12. That the Developer shall not make the Owner responsible for any business loss and/or any damages etc. or due to failure on the part of the Developer to correctly construct the Flats and/or to deliver correctly the same to the intending purchasers and in such cases the Developer shall been the entire responsibility; needless to mention that the Owner(s) shall in every way assist the Developer.
- 13. That Developer agrees to indemnify the land owner and vice-versa from the obligation and/or such other liabilities of paying Income Tax, GST or any other duties / levies either by the State Government or Central Government or statutory local authorities forming part which are required to pay for the profits which are derived after selling the flats to the prospective buyer(s) / investor(s) / purchaser(s).
- 14. That in any event, the owner without prejudice to the foregoing declarations, irrevocably and unconditionally agrees and undertakes to remove all the obstacles and clear all outstanding, doubts and/or defects, if any, save as herein-above provided, at its/his own cost so as to ultimately vest the said property unto the Developer or his nominees free from all encumbrances and defects.
- 15. Wherefore, it is also noted hitherto that the developer shall not acquire any right, title or interest in the said land/premises until the deeds of transfer(s) are executed by the owners and the owners shall agree to ratify all acts and things lawfully done by the developer; i.e., no ownership of the said land /> premises is hereby transferred in favour of the Developers herein.

VIII- CANCELLATION: -



The Owner(s) / Vendor(s) has every right to cancel and/or rescind this indenture after 30 (thirty) months from the date of ground breaking ceremony and submission of all such necessary papers / documentations and/or approvals to the developer(s) by the owner(s) / vendor(s); if the developer fails / neglects to construct such initial stage of work over the said property. Furthermore, it is expressly mentioned and broached that the Developer(s) has every right to cancel and/or rescind this agreement if the Landowners / First Party fails or neglect to resolve the land related problem and other problem(s) whatsoever in relation to the said below schedule property.

IX- MISCELLANEOUS: -

- a) Indian Law: This agreement / indenture shall be subject to lex-loci and lexfori to such prevailing laws of the State and under the Jurisdiction of Bankura Court.
- b) Confidentiality & Non-disclosure: Both parties shall keep all non-public information & documents concerning the transaction herewith confidential unless compelled / required by Law.
- c) Disputes: Differences in opinion in relation to or arising out during execution of the multi-storied residential building complex(s) under this agreement shall be intimated by a registered Letter/Notice and then to an arbitral tribunal/arbitrator for resolving the disputes under this arbitration & conciliation Act, 1996, with modification made from time to time. The arbitral tribunal shall consist of one Arbitrator who shall be an Advocate or person(s) from legal fraternity, to be nominated by either the parties or their legal advisors.
- d) Photo copies of all statutory approvals of the competent bodies e.g. land conversion, approved building plan, installation of four passenger lift or connection of water, fire & electricity, sewerage disposal etc. with due approval and or any other clearances from competent authority are to be supplied by the developers to the owners time to time and vice-versa.
- e) The owners can visit the construction site anytime with intimation to the developer/site supervisor and discuss with site supervisor but shall not disturb the construction work. However, any unusual and non-permissible actions/operations observed at site can be brought to the notice of the developer and its architect / advocate for discussion and necessary corrective action.
- f) The Developer shall ensure safe & sound building design and construction, complete safety of the workmen, minimum wages, first class standard quality of materials supplied/used along-with all other legal formalities and moral obligations during execution of the project to render the first party free from legal obligations and all other risks and hazards whatsoever related to the project. And the owner shall not be liable for same in any manner whatsoever whether during construction or after construction.
- g) The second party or the developer shall have the right and/or authority to deal with and negotiate with any person and or enter into any deal with the contract and/or agreement and/or agreement and/or borrow money and/or take advance from any bank/financial institution and/or also allocate flats under this agreement and within the framework of Power of attorney. Also it is noted that in future if there arises any circumstances in relation to the roof right on the said building or building(s); then the same shall be allocated / divided as per the ratio as stated above with all such rights.
- h) A successful project completion certificate from the Architect or any competent technical body with specific observations / comments on the design, quality of material and workmanship, of the water supply system, sewerage system, electric supply system and the lifts to be obtained by the developer and will be responsible for any defect and rectification thereof at their cost/expense after handing over of physical possession of the flats.

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this agreement and or deed of conveyance/transfer of the said land shall be borne paid and discharged by the Developer exclusively.

- j) The landowners and the developers have entered into the agreement purely and nothing contained herein shall be deemed to constitute as a partnership between them in any manner nor shall the parties hereto be constituted as association of persons.
- k) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, if any, needed by the developer for the purpose of the sanction of the building plan and/or any other purpose to be required for said developments project shall be prepared by the developer at its own costs and expenses in the name of the land owner without reimbursement of the same and the land owner shall sign on the said plan/plans, application, paper, documents, etc. as and when the developer asked for the same without demanding any remuneration and/or money for the same.

DESCRIPTION OF THE LAND (THE FIRST SCHEDULE)

ALL THAT Pieces and Parcels of the Plot of Land in L.R. Khatian No.: 18502, situated under the jurisdiction of Bankura Municipality, P.S.: Bankura, within Mouza: Bankura, J.L. No.: 211, over R.S. Plot No.: 481/6781 at Pratap Bagan Road ward No. 10 under Bankura Municipality at A.D.S.R. Office, Sub-division and District: Bankura, West Bengal; described with land details under following heads as hereto:

1. L.R. Plot No.: 426, Bastu in the LR ROR, measuring an area of 6.90 Dec.

That the total land measuring an area of 6.90 Decimal (as per LR.R.O.R.) be the same a little more or less being delivered to the aforestated Developer for construction of multi-storied building complex(s) which is <u>Butted and Bounded</u> as hereto:-

On the North On the South On the East On the West House of Pradyut Garai 15 feet wide pucca road House of Tapas Dutta 18 feet wide Kali Mela School Road

(TENTATIVE SCHEDULE MENTIONING TYPE OF CONSTRUCTION AND SPECIFICATION)

1	Foundation	: Reinforced cement concrete
2	Super Structure	: Reinforced cement concrete covert Columns, beams and slabs
3	Plinth	: Brick Work with sand and cement
7 4	Walls	: External Wall 200 mm, thick brick work, internal partition wall 75/125 mm, thick brick work with cement mortar
5	Finishing walls	: Finishing internally all walls and ceiling shall plaster cover which shall be finished with plaster of parish.



6	Flooring	P/14	
	rooting	To.	Tar
7	Toilet	3	Marble/Ceramic floor tiles flooring in 3 inch skirting at the bed room drawing cum dining, balcony toilet and kitchen.
8	Kitchen	4	4 ft." height atmosf in
		1	4 ft." height glazed tiles on the wall 2 ft., height glazed tiles on the wall over the kitchen slab. Kitchen slab will be made by Black stone, Steel
9	Doors		with will be provided
			All Door frames will be made of Sal wood and all door panels are made by got press commercial ply 37.5
10	Window		min tinck.
11	Deliver	107	Aluminium window with glass
	Painting	4	All doors and window shall be
12	Electrical Installation		finished with painting
			I.S.I. standard concealed wiring up to points but without light and fan fittings
	a. Bed room	1	Two light points, one fan point, one plug point (5 amp)
	b. Dining	1	One light point, one fan point, one 15 amp and one 5 amp plug point
	c. Toilet	*	One light point, one exhaust fan point and one 15 amp plug point.
	d. Kitchen	1	One light point, one exhaust fan point and one 15 amp plug point.
	e, Main Entrance	1	One bell point
13	Water Supply	4	Water will be supplied from Municipal Water Supply Connection of Bankura Municipality within the premises through underground and overhead water reservoir.
14	Plumbing Work	1	Commode with L.D.P.V.C. cistern, one basin, and all fittings will be standard made white in colour.
15	Roof		Roof of the building to be finished with net cement or otherwise.

(The above specification(s) may change / alter as per the then requirement and as per reliability of such specification(s) as specified; demand and improved / updated quality (better than today) of such materials / substance(s) - and the Vendors assured not to raise any objection regarding the same]

It is hereby declared that the full names, colour passport size photographs and finger prints of each finger of both the hands of Owner(s) / Vendor(s) and Developers are attested in the additional pages in this the Development

Contd......P/15

Agreement being No. 1 (a) and therefore these shall be treated as part of this Legal Document.

IN WITNESS WHEREOF the Owner / Vendor and Developers hereto have set their hands on being aware of such legal terminology on this the O4th Day of APRIL, 2025 in presence of the undersigned witness and as such explained this indenture in mother-tongue before all parties and thereafter have affixes and formulated their respective signatures after satisfaction with full of mental and physical competencies.

SIGNED, SEALED & DELIVERED IN PRESENCE OF: -

WITNESS:

1.

Subhuf Runa.
310 LI. Nu Shapati Ruga.

CIAE MWTO ad BARKUTA

FRRIOI

Takon Joscianni 510 Late Gokulehondra Josciani vill-Rothbaroli Po-Mankarondi Postoist-Bonkwa

Drafted by

Action Charles

ABHISHEK CHAUDHURI

Advocate

Judge Coun, Bankura

Eno. No. 1, 423/652/2017

Typed by Koushiv Anvifer

KOUSHIK BANERJEE COURT COMPOUND, BANKURA Ender -

SIGNATURE OF FIRST PARTY OWNERS / VENDOR

For Chattal Rest Estato

SIGNATURE(s) OF SECOND PARTY DEVELOPER

Left Hand		0		0	9	6
	বৃদ্ধান্থলি Thumb	তজনী1st Finger	মধ্যা Middle	अमामिका Ring	कनिशा Small Finger	4
Right Hand	(-	0	0	0	
		আমার মারা প্রতায়িত & Singer print of both i			Signature Signature	1.63
	- I			- and the		
Left Hand				1		6
194			The second second second	वानामिका Ring	कमिश्रा Small Finger	100
	বৃদ্ধাসূলি Thumb	एडमि1st Finger	प्रभूपा Middle	97105 71710 0		
200	পাৰের ছবি ও টিপগুদি	r আমার দানা প্রতামিত	इदेन	(12)	बाक्द For Chat	g_def
150	প্রের ছবি ও টিপগুদি mport size photograph	ভর্মী fst Finger তথ্যনি ধানা প্রভামিত & finger print of both	इदेन	(12)		Real Estate Proprietor
Sight Hand Left Hand 20 of	পাৰের ছবি ও টিপগুদি seport size shotograph	ণ আমাৰ খানা প্ৰতামিত n & finger print of both i	इडेन hands attested by me		वाक्व For Chat	Proprietor

তপৰের হবি ও টিপগুলি আমার ধারা প্রতায়িত হইল Puspoint size photograph & Triger print of both hunds attested by me

Signature...

WITH



Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan





233	DA		6000	200
G	100	84	CLE	tils

GRN:

GRN Date:

BRN:

GRIPS Payment ID:

Payment Status:

192025260005282991

04/04/2025 11:51:02

CK00HNUHW4

040420252000528298

Successful

Payment Mode:

Bank/Gateway:

BRN Date: Payment Init. Date:

Payment Ref. No:

Online Payment

State Bank of India

04/04/2025 11:51:51 04/04/2025 11:51:02

2000901767/2/2025

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Gourab Chowdhury

Address:

Golf Garden, Kolkata, South 24-Parganas, West Bengal, 700095

Mobile: Contact No:

7908975013 9332679822

Depositor Status:

Buyer/Claimants

Query No:

2000901767

Applicant's Name:

Shri Subhas Rana

Identification No:

2000901767/2/2025

Remarks:

Sale, Development Agreement or Construction agreement

Period From (dd/mm/yyyy): 04/04/2025 Period To (dd/mm/yyyy):

04/04/2025

Payment Details

SI. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000901767/2/2025	Property Registration-Stamp duty	0030-02-103-003-02	2050
2	2000901767/2/2025	Property Registration-Registration Fees	0030-03-104-001-16	42
			Total	2002

TWO THOUSAND NINETY TWO ONLY. IN WORDS:

Major Information of the Deed

Deed No :	1-0102-01452/2025	Date of Registration	04/04/2025		
Query No / Year	0102-2000901767/2025	Office where deed is registered			
Query Date	03/04/2025 9:45:28 AM	A.D.S.R. BANKURA District Bankura			
Applicant Name, Address & Other Details	Subhas Rana Cinema Road , Bankura, Thana : 722101, Mobile No. : 933267962	Bankura, District : Bankura, W Z. Status :Solicitor firm	EST BENGAL, PIN -		
Transaction		Additional Transaction			
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than Immo- Agreement (No of Agree			
Set Forth value		Market Value			
		Rs. 57,96,000/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 7,050/- (Article:48(g))		Rs. 42/- (Article E, E)			
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing	the assement slip.(Urban		

Land Details:

District: Bankura, P.S.- Bankura, Municipality: BANKURA, Road: Pratapbagan Road, Road Zone : (Ward no 10 – Ward no 10) , Mouza: Bankura, Ji No: 211, Pin Code : 722101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	CONTRACTOR OF THE PARTY OF THE	Market Value (in Rs.)	Other Details
Li	LR426 (RS >)	LR-18502	Commerci	Bastu	0.069 Acre		A CONTRACTOR OF THE PARTY OF TH	Width of Approach Road: 18 Ft., Adjacent to Metal Road,
	Grand	Total:			6.9Dec	0 /-	57,96,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger	print and Signati	ure	
1	Name:	Photo	Finger Print	Signature
	Mr Goutam Chowdhury (Presentant) Son of Late Parimal Chowdhury Executed by: Self, Date of Execution: 04/04/2025 , Admitted by: Self, Date of Admission: 04/04/2025 ,Place : Office		Captured	9-10-1-1-1
		and a second	SAGASSES LTI	94942018

School Danga, Bankura, City:- Bankura, P.O:- Bankura, P.S:-Bankura, District:-Bankura, West Bengal, India, PIN:- 722101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX4, PAN No.:: acxxxxxx7d, Aadhaar No: 65xxxxxxxx6242, Status:Individual, Executed by: Self, Date of Execution: 04/04/2025, Place: Office

Developer Details:

SI	Name, Address, Photo, Finger	print	and	Signature
No				

1 CHATTAL REAL ESTATE

Chattal Bekary, City:- Bankura, P.O:- Junbedia, P.S:-Bankura, District:-Bankura, West Bengal, India, PIN:- 722155-Date of Incorporation:XX-XX-1XX7, PAN No.:: BHxxxxxx4L, Aadhaar No Not Provided by UIDAL Status Organization, Executed by: Representative

Representative Details:

1	Name	Photo	Finger Print	Signature
	Mr Gourab Chowdhury Son of Mr Goutam Chowdhury Date of Execution - 04/04/2025, Admitted by: Self, Date of Admission: 04/04/2025, Place of Admission of Execution: Office		QQ Captures	41000
		Apr 4 2025 4 38PM	LTT DASADEZE	54042025

Name	Photo	Finger Print	Signature
Mr Subhas Rana Son of Late Kushapati Rana Cinema Roed, City - Bankura, P.O Bankura, P.SBankura, District-Bankura, Wast Bengal, India, PIN:- 722101	60		_ Subnes Rune
	04/04/2025	04/04/2025	04/04/2025

Trans	Transfer of property for L1						
Sl.No	From	To. with area (Name-Area)					
1	Mr Goutam Chowdhury	CHATTAL REAL ESTATE-6.9 Dec					

Land Details as per Land Record

District: Bankura, P.S.- Bankura, Municipality: BANKURA, Road: Prataphagan Road, Road Zone: (Ward no 10 - Ward no 10), Mouza: Bankura, Jl No: 211, Pin Code: 722101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 426, LR Khatian No:- 18502	Owner: the style, Gurdian: 1944 . Address: Re . Classification: 1945. Area: 0.06900000 Acre.	Mr Goutam Chowdhury

Endorsement For Deed Number: 1 - 010201452 / 2025

On 04-04-2025

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 13:58 hrs on 04-04-2025, at the Office of the A.D.S.R. BANKURA by Mr. Goutam Chowdhury Executant,

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 04/04/2025 by Mr Goutam Chowdhury, Son of Late Parimal Chowdhury, School Danga, Bankura, P.O: Bankura, Thana: Bankura, , City/Town: BANKURA, Bankura, WEST BENGAL, India, PIN - 722101, by caste Hindu, by Profession Business

Indetified by Mr Subhas Rana, , , Son of Late Kushapati Rana, Cinema Road, P.O. Bankura, Thana: Bankura, , City/Town: BANKURA, Bankura, WEST BENGAL, India, PIN - 722101, by caste Hindu, by profession Business

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 04-04-2025 by Mr Gourab Chowdhury, sole proprietor, CHATTAL REAL ESTATE, Chuttal Bekary, City:- Bankura, P.O:- Junbedia, P.S:-Bankura, District-Bankura, West Bengal, India, PIN:- 722155

Indebfied by Mr Subhas Rana, , , Son of Late Kushapati Rana, Cinema Road, P.O: Bankura, Thana: Bankura, , City/Town: BANKURA, Bankura, WEST BENGAL, India, PIN - 722101, by caste Hindu, by profession Business

Certified that required Registration Fees payable for this document is Rs 42.00/- (E = Rs 42.00/-) and Registration

Fees paid by Cash Rs 0.00/-, by online = Rs 42/Description of Online Payment using Government Receipt Portal System (GRIPS). Finance Department, Govt. of WB
Online on 04/04/2025 11:51AM with Govt. Ref. No: 192025260005282991 on 04-04-2025, Amount Rs: 42/-, Bank: State Bank of India (SBIN0000001), Ref. No. CK00HNUHW4 on 04-04-2025, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 7,050/- and Stamp Duty paid by Stamp Rs. 5,000.00/-, by online = Rs 2,050/Description of Stamp
1 Stamp: Type; Impressed, Serial no 1450, Amount: Rs.5,000.00/-, Date of Purchase: 04/04/2025, Vendor name: DEBDAS MUKHARJEE

2. Stamp: Type: Court Fees, Amount: Rs.10.00/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 04/04/2025 11:51AM with Govt. Ref. No: 192025260005282991 on 04-04-2025, Amount Rs: 2,050/-, Bank: State Bank of India (SBIN0000001), Ref. No. CK00HNUHW4 on 04-04-2025, Head of Account 0030-02-103-003-02

> Partha Bairaggya ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BANKURA

Bankura, West Bengal

ertificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0102-2025, Page from 23505 to 23527
being No 010201452 for the year 2025.





Digitally signed by PARTHA BAIRAGGYA Date: 2025.04.08 12:05:30 +05:30 Reason: Digital Signing of Deed.

(Partha Bairaggya) 08/04/2025

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BANKURA

West Bengal.