

S2.Nb.30101001613/2022

॥ JAY BHOLE ॥

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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28/3/22

11.54 hrs

DEED OF DEVELOPMENT AGREEMENT

Certified that the document is admitted to registration. The signature sheet and the endorsement sheets attached with document are the part of this Document.

District Sub-Registrar
Bankura

28 MAR 2022

THIS AGREEMENT MADE ON THIS 25TH DAY OF
MARCH, 2022 (Two Thousand and Twenty Two).

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BETWEEN

- 1) **SRI MEGHNATH GHOSH**, son of Late Anil Kumar Ghosh, by Occupation Business, by Nationality Indian, resident of Vill. & P.O. Beliatore, P.S. Beliatore, Dist. Bankura, Pin - 722203. (which expression unless otherwise excluded by or repugnant to the subject or context would be deemed to mean and include it is successors and assigns of the **FIRST PART** (hereinafter called the **OWNER**)

AND

"DREAM DEVELOPER", having its registered office at Fulbari, P.O. & P.S. Beliatore, Dist. Bankura, Pin - 722203 West Bengal, represented by its partner 1) **MR. RUPESH MUKHERJEE**, Son of Sri Haraprasad Mukherjee, resident of Vill. & P.O. Beliatore, P.S. Beliatore, Dist. Bankura, Pin - 722203. 2) **MR. SHIRSENDU GHOSH**, Son of Late Bimalendu Ghosh, Resident of Rabindra Sarani, Bankura, P.O., P.S. & Dist. Bankura, Pin - 722101. hereafter referred to as the **DEVELOPER(S)** (which expression unless otherwise excluded by or repugnant to the subject or context would be deemed to mean and include it is successors and assigns of the **SECOND PART**.

Sd/-
Dr

AND WHEREAS the landed property as has been mentioned in details below was originally belonged to Srimatya Kiransashi Debya wife of Late Barada Prasad Sarkar an inhabitant of Village Beliatore. Subsequently having her absolute right, title, interest and possession. Therein the sold her said land in favour of One Nani Gopal Chakraborty by two separate Registered Title Deed of Sale being No. 7797 & 7798 for the year of 1963 of the Gangajal Ghati Registry Office and simultaneously she lost her every right, title, interest and possession over her said landed property.

AND WHEREAS said Nanigopal Chakraborty having his exclusive right, title, interest and possession over his said purchased landed property his sole same portion of his purchased land in favour of

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Chhayarani Ghoshal wife of Baidyanath Ghoshal residing at Village Beliatore, Bankura by virtue of registered Deed being No. 5651 dated 04/08/1964 of the Gangajal Ghati Sub-Registry Office and being No. 3446 for the year of 1991 of the same office.

AND WHEREAS said Chhayarani Ghoshal began to use and occupy her said purchased land from her the date of her said purchase & gifted and subsequently she breathed her last. And on her say demise her left out property has succeeded by the present seller number 1 to 4 of the aforementioned register Deed of Sale being No. 1 - 2742/20 of the A.D.S.R. Gangajal Ghati, along with one Animesh Ghoshal as her successor son and daughter having their exclusive right, title, interest and possession over the said land.

AND WHEREAS said Animesh Ghoshal was the exclusive owner of his 1/5th share of his said landed property having his exclusive, right, title, interest and possession therein, and on his demise his present successors being the seller No. 5 being his son and the seller No. 6 being his wife of the aforementioned Registered Deed of Sale being No. 2742/20 of the A.D.S.R. Gangajal Ghati have inherited his left out landed property and same portion of the said landed property was exchanged by aforementioned Nanigopal Chakraborty with one Anil Krishna Chakraborty resident of Village Beliatore by virtue of a Registered Deed of Exchange being number 824 dated 16/06/1975 of the Bankura Sadar Registry Office and they lost his every right, title, interest and possession over the said landed property and having the absolute right, title, interest and possession over the exchanged landed property of said Anil Krishna Chakraborty he died intestate and his present successors Barid Baran Chakraborty and other succeeded heirs and they sold the same in favour of Animesh Ghoshal by virtue of a registered Title Deed of Sale being No. 4165 dated 18/08/1986 of the A.D.S.R. Gangajal Ghati. And lost his every right, title, interest and possession over the said landed property and having the exclusive right, title, interest and possession over the land of said Animesh Ghoshal, he died intestate and accordingly the present successors being the seller No. 5 as his son and being the seller No. 6 as his wife of the said registered Sale Deed being No. 1 2742/20 of the A.D.S.R.

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Gangajal Ghati Office inherited him. And thus accordingly the aforementioned persons began to use and occupy their landed property in accordance with their proportionate share therein.

AND WHEREAS for proper development of their another landed property and for various valid reasons the above mentioned persons being the sellers sold their schedule below mentioned landed property in favour of the present owner the sale Deed being No. 2742/20 of the A.D.S.R. Office at Gangajal Ghati.

AND WHEREAS the seller of this Deed having his absolute right, title, interest and possession over the schedule below mentioned land her mutated his land in his own name under the provisions of the west Bengal land Reforms Act, 1955. in searching the Sabek Plot No. 239 corresponding to L.R. Plot No. 239/1679 admeasuring an Area of 0.10 Acre or 10 Decimal and Sabek Plot No. 239 corresponding to L.R. Plot No. 239/1678 admeasuring an Area of 0.03 Acre or 03 Decimal converted **TARA** to **BASTU** out of 0.04 Acre or 04 Decimal being the L.R. Khatian Number 1667 in her own name of Mouza Beliatore, J.L. No. 130 P.S. Beliatore, Dist Bankura under Beliatore Gram Panchayet and also conversion Certificate has been granted in his favour.

AND WHEREAS the above named owner for the purpose of their beneficial enjoyment and possession approached before and competent authority be pleased to permit them above 03 Decimal to change the character of use land.

AND WHEREAS the owner is absolutely Seized and passed of piece of land of 13 Decimal or 0.13 Acre Sabek Plot No. 239 corresponding to L.R. Plot No. 239/1679 admeasuring an Area of 0.10 Acre or 10 Decimal and Sabek Plot No. 239 corresponding to L.R. Plot No. 239/1678 admeasuring an Area of 0.03 Acre or 03 Decimal converted **TARA** to **BASTU** out of 0.04 Acre or 04 Decimal being the L.R. Khatian Number 1667 in her own name of Mouza Beliatore, J.L. No. 130 P.S. Beliatore, Dist Bankura under Beliatore Gram Panchayet which his particularly described in the schedule hereunder written.

AND WHEREAS the owner allocation shall be given of
SECHEDULE B.

AND WHEREAS the Developers allocation shall be given rest
portion over the Total Construction.

AND WHEREAS the developers has requested the owner allow
him to develop the said land described in the schedule hereunder
written.

AND WHEREAS that the owner(s) hereby agree to sign execute
Register Development agreement, power of attorney and also all the
petition affidavit deeds planed written objection, proposed side plan,
building Plan Completion Plan, Declaration of Amalgamation deed of
Amalgamation, Agreement for sale and all other necessary documents
in favour of the developer or its nominated person or persons for
betterment of the construction over the schedule land and adjustment
land and betterment of project and also for the Betterment of Title over
the schedule property and the owners also agreed to pay all the cost
and expenses of the documents in up to date condition and for
betterment of the title of the property of the owners herein.

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AND WHEREAS the owners hereby agree to execute a register
developer & power of attorney in favour the developer or its nominated
person in respect of the developers allocation and also for the purpose
of addition alternation revision of the sanctioned building plan
completion plan for construction and completion of the work as per
agreement and also to sign on the deed or on behalf of the owners and
to present be same before the District Register, Additional District
Sub-Register and other Register who has authority to register the deed
or of transfer and other document and if required owners will put their
signature on the agreement for sale, Deed of Conveyance after delivery
of the position of the owner allocation, it is also further agreed that for
the purpose of betterment of the indenting purchaser if required the
owners herein will joint in the deed of Conveyance as owner for
transfer the flat to the intending purchaser.

AND WHEREAS The owners have agreed to authorize the developer to develop the said land described in the schedule hereunder written by demolishing the existing buildings or structure thereon if any and constructing new building thereon flat ownership basis and the owner is agreeable to directly convey the said land with the new building thereon and other structure to any co-operative housing society or other body that will be formed by the purchased of flat and other premises in such building on the following terms and condition agreed to between the parties hereto.

AND WHEREAS the land owners herein have right to sale, convey, transfer etc. the said property as absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said property is free from all encumbrances charges, liens, lispendents, attachments, trust whatsoever and paying the Municipal taxes as absolute owners and occupier time to time.

AND WHEREAS the aforesaid land owners decided to develop the said property by constructing multi - storied building there on the but due to insufficient fund, pre-engagement of respective work and lack or technical expertise the land owners could not construct building and / or buildings on the side property and were searching for a reputed promoter / Developer who would construct multi- storied building on the said land under certain terms and conditions inter alia at its own costs and expenses after obtaining necessary sanction from the competent authority.

John
AND WHEREAS the Developer herein approached the land Owners and expressed their intention to develop the said property according to the Building Plan to be approved and sanctioned under by the Bankura Zilla Parishad and Higher Authority.

AND WHEREAS the Developer herein approached the Land Owners and expressed their intention to develop the said property according to the Building Plan to be approved and sanctioned by the Bankura Zilla Parishad and Higher Authority.

AND WHERAS the Land Owners have agreed to authorized the Developer to construct a Multi - storied Building over the said property according to the Building Plan to be approved by the Bankura Zilla Parishad and Higher Authority as specification with floors, plans

elevation, sections made in compliance with the statutory requirements in the said property at the cost of the Developer on the terms and conditions stipulated hereunder.

AND WHEREAS that the owners hereto without influenced or provoked by anybody do hereby categorically declared that the developers shall continue to construct the building exclusively in the name of the developers development firm and also by taking partner in the firm at its own cost arrangement and expenses as well as the owners shall have no financial participation and or involvement. The Developer shall hand over the complete habitable peaceful vacant position of the owner's allocation within 36 months from the date of Sanctioned Plan pass.

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties as follows:-

ARTICLE "I" DEFINATION

- 1) **OWNER:** Shall mean **MEGHNATH GHOSH** as the absolute owner and their legal heirs' successors, executors, legal representatives, administrative and / or assigns. **DEVELOPER:** shall mean
- 2) **"DREAM DEVELOPER" PAN - AATFD5018J**, having its registered office at Vill. & P.O. Beliatare, P.S. Beliatare, Dist. Bankura. Pin - 722203 West Bengal, represented by its Partner 1) **MR. RUPESH MUKHERJEE, PAN - BKMPM8181M, AADHAAR NO. 2099 0880 4729**, Son of Sri Haraprasad Mukherjee, resident of Vill. & P.O. Beliatare, P.S. Beliatare, Dist. Bankura, Pin - 722203. 2) **MR. SHIRSENDU GHOSH, PAN - AHXPG8642A, AADHAAR NO. 4016 8729 9107** Son of Late Bimalendu Ghosh, Resident of Rabindra Sarani, Bankura, P.O., P.S. & Dist. Bankura, Pin - 722101. hereafter referred to as the **DEVELOPER(S)**.
- 3) **THE SAID PREMISES:** shall mean and include the land measuring about 0.13 Acre Sabek Plot No. 239 corresponding to L.R. Plot No. 239/1679 admeasuring an Area of 0.10 Acre or 10 Decimal and Sabek Plot No. 239 corresponding to L.R. Plot No. 239/1678 admeasuring an Area of 0.03 Acre or 03 Decimal converted **TARA** to

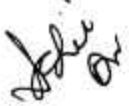
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BASTU out of 0.04 Acre or 04 Decimal being the L.R. Khatian Number 1667 in her own name of Mouza Beliatore, J.L. No. 130 P.S. Beliatore, Dist Bankura under Beliatore Gram Panchayet. The said land shall be known, numbered, called, distinguished and / or described, more fully and particularly in **SCHEDULE - "A-1"** written hereunder.

4)BUILDING: Shall mean and include G + 8 residential building consisting several flats, garages, and Floors and Commercial Complex etc. proposed to be constructed at the said property.

5)COMMON FACILITIES AND AMENITIS: Shall mean and include corridors, stair cases, passages, ways, lift, common lavatories, pump room, underground water reservoir, overhead water tank, water pump and motor ultimate floor of the said building and facilities which may be mutually agreed upon between the parties and as required for the purpose of establishment location, enjoyment, provision, maintenance and / or management of the said building.

1)TRANSFER: Shall mean as required under the Indian registration Act, 1908, as well as described under Transfer of property Act, 1882, for Transfer of Flats, Shops etc. with undivided demarcated proportionate variable share of the land.

 **2)TRNASFEREE / BUYERS:** shall mean the purchaser of nay portion of the commercial, and / or residential Unit of the Building as to be constructed according to the sanctioned Plan of the Bankura Zilla Parishad & Higher Authority.

ARTICLE "II" DATE OF COMMENCEMENT

This agreement shall have the effect on and from the 25/04/2022.

ARTICLE "III": LAND OWNERS' REPRESENTATION

The land owners seized and possessed or otherwise and sufficiently entitled to **ALL THAT** piece and parcel of land measuring about 0.13 Acre Sabek Plot No. 239 corresponding to L.R. Plot No. 239/1679 admeasuring an Area of 0.10 Acre or 10 Decimal and Sabek Plot No. 239 corresponding to L.R. Plot No. 239/1678 admeasuring an Area of 0.03 Acre or 03 Decimal converted TARA to BASTU out of 0.04 Acre or 04

Decimal being the L.R. Khatian Number 1667 in her own name of Mouza Beliatore, J.L. No. 130 P.S. Beliatore, Dist Bankura under Beliatore Gram Panchayet. within the jurisdiction of D.S.R. Bankura & A.D.S.R. Gangajal Ghati under Beliatore Gram Panchayet within the District Bankura.

That the said property is free from all encumbrances charges, liens, impendence, attachments, trusts, Acquisition, requisitions whatsoever or howsoever, and the land owner has clear and marketable title in respect of the said land more fully and particularly described in the Schedule hereunder written. .

ARTICLE "IV": DEVELOPER'S REPRESENTATION

he Developers under takes to carry out the work or development of the said premises and for construction of the building consisting of several self-contained flats, shops, garage and other constructions thereupon in accordance with the plan sanctioned by the Bankura Zilla Parishad & Higher Authority and / or by the competent authority or authorities to sanction the plan and / or on the basis of the modified plan and / or revised plan therefore.

The land owners have handed over all the Xerox copy of the deeds, porches, Municipal tax receipt, Dahlia, relating to the said property of the developer. The developer shall complete the investigation of the market ability of the title schedule plot of land.

The land owner shall grant to the Developer a registered General Power of Attorney to do all acts, deeds and things as required for the purpose of promotion of the schedule plot of land and also for the purpose of execution of the agreement with the intending flat, shop etc. purchasers in respect of the Developer's allocation and collection of money from those purchasers and after getting hand overall location, and / or dealing with and / or dispose of the developers allocated share of the F.A.R. as mentioned hereunder.

That within 24th months from the date of sanctioning of the building plan the project shall be completed by the Developer. That the Developer at its own costs and expenses shall complete the proposed project Upon the plot of land measuring 0.13 Acre more or less more fully and particularly described in the schedule "A" hereunder written.

ARTICLE "V" DEVELOPERS AUTHORITY

The land owner hereby appoint the developers as the builder and / or promoter for the developers as the said premises and / or construction of the residential building as per the scheme of the development as herein agreed. The developer hereby also confirms this appointment.

The land owner as well as one of the partner of **"DREAM DEVELOPER"** doth hereby entrust the work of development of the said property on the terms and conditions contained in this agreement.

The developer shall carry out the work of development in respect of said property. By constructing a residential building or other structure in or upon the said property at its own costs and expenses.

If any additional construction can be executed in the said area that additional constructed portion will be distributed at the same ratio as the already proposed construction is distributed i.e. Ratio between land owner and Developer.

ARTICLE "VI" PERIOD OF COMPLETION

That the time is the essence of the instant contract and the developer at its own cost and expenses shall complete the entire project within the specified time as mentioned hereunder.

 That the developer at its own costs and expenses with 24th months from the date of sanctioning of the building plan by the Bankura Zilla Parishad & Higher Authority shall complete the building which time may be extended for further period as shall be mutually be settled between the parties.

ARTICLE "VII": ARBITRATION CLAUSE

This agreement will be subject to Indian Law and under the jurisdiction of Bankura Court.

Disputes – differences in opinion in relating to or arising out during execution of the housing project under this agreement will be

intimated by a registered letter / notice and then to an arbitral tribunal / arbitrator for resolving the disputes under the Arbitration & Conciliation Act 1996, with modification made by time to time. The arbitral tribunal will consist of one arbitrator who will be an Advocate, to be nominated by both the Parties and their legal advisors.

ARTICLE "VIII" RATES & TAXES

The developer to pay all municipal Taxes, electrical and telephone bills from the date of handing over possession of the said premises to the developer and all other rate's and taxes as may be payable by the developer relating of its allocated portion of the demise premises and in the event of failure by the developers to pay the same, the owner shall be entitled to recover taxed as may be paid by the owner on account of the allocated area if the developer.

The developers and the transferee of the municipal taxes and other taxes and rates whatsoever on the bastu of the areas of the flat and other spaces of the building as may require by him respectively.

ARTICLE "IX" DEFAULT AND INDEMNITY CLAUSES

The developer is bound to complete the construction the construction work in due time mentioned in this agreement and give possession to the land owners. If there will arise any default from the developer accept any act of the god like storm, earth quack etc. war, political instability by which the developer cannot complete the development work the security deposit will be forfeited by the land owner.

ARTICLE "X" DEFAULT AND INDEMNITY CLAUSES

 That the land owner shall also grant a registered power of attorney as required for the purpose of due registration of the deed of conveyance in favour of the intending purchaser.

The developer will not have the right to execute or transfer this "Agreement of Development" to any other person or concern without getting permission from the Land owner if all the terms & conditions of the Land owners side is maintained by the land owner.

The Developer will 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 borrow money and / or take advance from any bank / financial institution and / or also allocate flats under this agreement.

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The developer will not preserve the right to mortgage the property to any bank or financial institution for arrangement of fund for the construction work.

SCHEDULE -A

ALL THAT piece and parcel of **"BASTU"** land measuring 0.13 Acre more or less together Sabek Plot No. 239 corresponding to L.R. Plot No. 239/1679 admeasuring an Area of 0.10 Acre or 10 Decimal and Sabek Plot No. 239 corresponding to L.R. Plot No. 239/1678 admeasuring an Area of 0.03 Acre or 03 Decimal converted TARA to BASTU out of 0.04 Acre or 04 Decimal being the L.R. Khatian Number 1667 in her own name of Mouza Beliatore, J.L. No. 130 P.S. Beliatore, Dist Bankura under Beliatore Gram Panchayet. which is butted and bounded as follows:-

On the North :- 60' - 00" feet wide Pucca Road.

On the South :- 12' - 00" feet wide Kancha Road.

On the East :- Plot of 239/1680.

On the West :- Land of Dinabandhu Patra.

SCHEDULE - B

Details of Flat to be allotted to land owners.

Unit - A 3rd Floor, 1288 Sq. ft. (Saleable area) (Super Build Up) 3BHK

Unit - B 3rd Floor, 856 Sq. ft. (Saleable area) (Super Build Up) 2BHK

Unit - C 3rd Floor, 995 Sq. ft. (Saleable area) (Super Build Up) 2BHK

Unit - D 3rd Floor, 931.29 Sq. ft. (Saleable area) (Super Build Up) 2BHK

Two free Car Parking in the Ground Floor.

The Owner of the land is not taking any amount either in cash or by cheque.

AND WHEREAS the Developers allocation shall be given rest portion over the Total Construction.

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SCHEDULE - C

Foundation and Super Structure	Building designed on RCC foundation with RCC framed structure with RCC roof slabs all conforming to National Building Code of India and Calcutta Municipal Corporation.
Brick Work	All outside brick work with cement mortars will be either 8" or 5" thick All 5" or 3" thick brick work will be with cement mortar.
Doors	Wooden frame and all doors will be commercial flush door, normal lock for entrance door.
Windows	All windows will have glass fitted aluminum windows.
Kitchen	Kitchen slabs of black stone slabs and will 2' - 06" ft. Height with glazed tiles fitted on the cooking bench and one steel sink to be fitted with concealed water line and C.P. bib cook the floor will have marble floors.
Bathrooms	One Indian / European type with white PVC cistern concealed water line with C.P. fitting i.e. stop cock Angular stop cock, bib cock shower, all will with 8" x 12" glazed tiles upto 6' - 06" inches height. The floor will be marble fitting. Door will be PVC frame and Palla, all C.P. fitting and commode/ pan will be repudiated made. One cold and hot water provision will be provided in one toilet.
Floor	All floors will have vitrified tiled floors with standard height of 4" scattting.

Drawing / Dining	One Washbasin with C.P. Angular bib cock, basin with glazed tiles upto 2' from top of the basin.
Electric	All Electric lines will be concealed with copper wire. Two light points, one fan point, one plug point for each bed room and one A.C. Point for one bed room. Two light points, one fan point, one T.V. Point, one Plug Point and one Telephone and Cable Point from drawing Room. One light point, one exhaust Fan point, one Geyser Point, and Power line for washing machine to be fitted in common bed room. One light point, and one exhaust fan point to be fitted in attached bathroom. One light point one fan point, one exhaust fan / chimney point and one plug point for kitchen. One light point in balcony.
Plumbing	P.V.C. pipe of reputed brand.
Color	Internal wall - plaster of Paris, out side wall - combination of snowcem and weather coat.
Common Passage	All common passage are will have light point.
Water Pump	Water Pump connection will be through the separate common meter.
Roof	Water proofing treatment.

N.B. If any extra work other than above specification is required to be done by the developer shall carry on side extra work subject to payment of extra charges in advance before starting the side extra work by the purchaser or owner.

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**REST PORTION AREA OF TO BE ALLOTTED TO THE DEVELOPER
IN TOTAL CONSTRUCTION.**

IN WITNESS WHEREOF the parties hereto have execute these
presents the day month and year first above written.

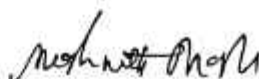
WITNESS

—Subhas Rana
S/O Lt. Kushupuri Rana
cinemagoat Bankura.
P.O. Dist. Bankura.

722101

—Gobari Chatterjee
Purandarpur, Bankura.

Photograph and Finger Prints of all
parties are affixed in separate sheets
which is part of the Deed.



Signature of the OWNERS

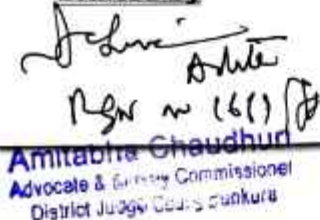
For DREAM DEVELOPER

Partner

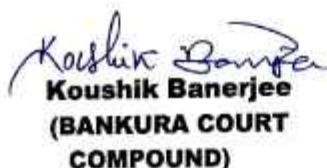
For DREAM DEVELOPER


Signature of the DEVELOPER
Partner

Drafted by


Amitabha Chaudhuri
Advocate & Entry Commissioner
District Judge Court Bankura

:: Typed by ::


Koushik Banerjee
(BANKURA COURT
COMPOUND)

SPECIMEN FROM FOR TEN FINGERPRINTS

	Thumb	Fore finger	Middle finger	Ring finger	Little finger
Left hand					
Right hand					



Signature :- *Nishant Chandra*

	Thumb	Fore finger	Middle finger	Ring finger	Little finger
Left hand					
Right hand					



Signature :- *For DREAM DEVELOPER*
Sanjay Mehta
 Partner

	Thumb	Fore finger	Middle finger	Ring finger	Little finger
Left hand					
Right hand					



Signature :- *For DREAM DEVELOPER*
Shirsendu Ghosh
 Partner

	Thumb	Fore finger	Middle finger	Ring finger	Little finger
Left hand					
Right hand					

PHOTO

Signature :-