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पश्चिम बंगाल WEST BENGAL 8-21282420/23.

AM 213690

Certified that the document is admitted to Registration. The signature sheet and the endorsement sheets attached with this document are the Part of this document.

ADDL. DIST. SUB-REGISTRAR
BISHNUPUR, BANKURA
06 FEB 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made

4th day of February 2023 in

between

Handwritten signatures and stamps on a document. The text is in Odia. The date '02/02/2020' is written at the top. There are several circular stamps, some of which are partially legible, including 'ପ୍ରାଥମିକ' (Primary) and 'ଉଚ୍ଚ' (High). The signatures are written in blue ink.

Noted that the documents submitted to Registration, the original and the copy, are identical.



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1. Moumita Saha [Pan No. GZEPS3569F & Aadhaar No. 9333 0897 8052], W/O Madhusudan Saha, D/O. Bimal Chandra Bisoi, Faith - Hindu, by Occupation business, by Nationality - Indian, residing at Moyrapukur (ward No-18), P.O. & P.S. Bishnupur, District - Bankura, Pin - 722 122, West Bengal,

2. Madhusudan Saha S/O. Late Jitendranath Saha [PAN NO. ASSPS5760K & AADHAAR NO. 8209 4183 3200], by Faith - Hindu, by Occupation business, by Nationality - Indian, residing at Moyrapukur (ward No-18), P.O. & P.S. Bishnupur, District - Bankura, Pin - 722 122, West Bengal,

3. Bibhabasu Mitra S/O- Karuna Kanta Mitra, Pan No AGYPM5680N, Aadhaar No- 500468628373, Occupation – Govt. Employee. by faith - Hindu, by nationality - Indian, residing at Gopalganj (ward No-13), P.O. & P.S. Bishnupur, District - Bankura, Pin - 722122, West Bengal,

4. Nabanita Pal W/O – Aniruddha Pal, D/O. Late Madan Gopal Dey, Pan No- CGEPP5552J, Aadhaar No- 642341769224, Occupation- House Wife. by faith - Hindu, by nationality – Indian, residing at Krishnaganj Kailashtala (ward No-12), P.O. & P.S. Bishnupur, District - Bankura, Pin - 722122, West Bengal,

5. Shramik Mukherjee, S/O – Late Shyamaprasad Mukherjee, Pan No- AYLPM2590A, Aadhar No- 252320523867, Occupation- Business. by faith - Hindu, by nationality - Indian, residing at Kabbardanga (ward No-03), P.O. & P.S. Bishnupur, District - Bankura, Pin - 722122, West Bengal,

6. Barnali Bhattacharyya, W/O- Partha Sarathi Bhattacharyya, D/O. Late Kenaram Mukherjee, Pan No- AMIPB9989M, Aadhar No- 357182108689, Occupation- Professional, by faith - Hindu, by nationality - Indian, residing at Krishnaganj (ward No-13), P.O. & P.S. Bishnupur, District - Bankura, Pin -




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722122, West Bengal, hereinafter called and referred to as the "LANDOWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representative and assigns and nominee or nominees) of the ONE PART.

AND

Tarun Ghosh, Son of Late Kalipada Ghosh[AADHAAR NO. 9981 2830 9136, PAN NO.AHZPG5461F], resident Lalbandh, Ward No -03, Bishnupur, P.O. & P.S. Bishnupur, District - Bankura, Pin - 722122, West Bengal,hereinafter called and referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their executors, administrators, representative, and assigns) of the OTHER PART.

Landowners and the Developer have individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

1) Subject Matter of Development :

a) Development Project & Appurtenances :

b) Project Property : ALL THAT piece and parcel of land measuring :

Land recorded in the name of Moumita Saha, W/O. Madhusudan Saha :				
L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
493	190	0.16	1995	Bastu
501	153	0.15	1995	Bastu




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Land recorded in the name of Madhusudan Saha, S/O. Late Jitendranath Saha :

L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
493	190	0.15	1994	Bastu

Land recorded in the name of Bibhabasu Mitra, S/O. Karuna Kanta Mitra

L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
491	188	0.02	2393	Bastu
492	189	0.04	4412	Bastu

Land recorded in the name of Nabanita Pal, W/O. Aniruddha Pal

L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
491	188	0.02	2392	Bastu
492	189	0.04	4413	Bastu




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Land recorded in the name of Shramik Mukherjee, S/o – Late Shyamaprasad Mukherjee				
L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
491	188 ✓	0.02	2394	Bastu
492	189 ✓	0.04	4411	Bastu

Land recorded in the name of Barnali Bhattacharyya, W/o- Partha Sarathi Bhattacharyya,				
L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
491	188	0.02	2391	Bastu
492	189	0.04	4414	Bastu

In total a demarcated plot of Bastu land measuring 0.70(zero point seven zero) Acre equivalent to 42 (forty two) Kathas7 (seven) Chhataks the same a little more or less, comprised in L.R. Dag No. 491,492, 493, 501under L.R. Khatian Nos 2391, 2392, 2393, 2394, 4411, 4412, 4413, 4414, 1994, 1995 lying and situated in Mouza–Turki Sitarampur, J.L. No. 100, P.S. Bishnupur, A.D.S.R., Bishnupur, within the local limit of Bishnupur Municipality, **that the land owners mutually agreed to muted their name in Bishnupur Municipality and merge all their holdings and create a single Holding being No.198/A/4/6 in Ward No. 19, under the Bishnupur Municipality, in the District - Bankura, West Bengal, more fully described in the First Schedule hereinafter written.**

2) Background, Representations, Warranties and Covenants :




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a) Representations and Warranties Regarding Title : The Landowners have made the following representation and given the following warranty to the Developer regarding title.

b) **Owner No. 1.** Purchase the said LR recorded land in several sale deeds being no. 2976 of 2011, 2985 of 2011, 2986 of 2011, and 3004 of 2011 all these deeds duly registered in ADSR Bishnupur, Bankura. In Deed No 2976 of 2011 transfer the area 0.033 Acres of Plot No. LR Plot 493 formerly known as RS Dag No. 190, In Deed No 2985 of 2011 transfer the area 0.033 Acres of Plot No. LR Plot 501 formerly known as RS Dag No. 153, In Deed No 2986 of 2011 transfer the area 0.127 Acres of Plot No. LR Plot 493 formerly known as RS Dag No. 190, and In Deed No 3004 of 2011 transfer the area 0.117 Acres of Plot No. LR Plot 501 formerly known as RS Dag No. 153. That the vendors of said deeds is Sekhar Chandra Banerjee and 30 (thirty) others inherited the said LR recorded land from their predecessor and the RS plot no. 190 and 153 record also in predecessor's name. Thereafter the owner Moumita Saha muted her name in both the LR plot being no. 493 and 501 in LR khatian no. 1995 .

c) **Owner No. 2.** Purchase the said LR recorded land in two sale deeds being no. 2974 of 2011 and 3001 of 2011 all these deed duly registered in ADSR Bishnupur, Bankura. In Deed No 2974 of 2011 transfer the area 0.033 Acres of Plot No. LR Plot 493 formerly known as RS Dag No. 190, and In Deed No 3001 of 2011 transfer the area 0.117 Acres of Plot No. LR Plot 493 formerly known as RS Dag No. 190. That the vendors of said deeds is Sekhar Chandra Banerjee and 30 (thirty) others inherited the said LR recorded land from their predecessor and the RS plot no 190 record also in predecessor's name . Thereafter the owner Madhusudan Saha muted her name in the LR plot being no. 493 in LR khatian no. 1994.


Representation of land Owner No. 3, 4, 5 and 6.




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d) One Adyaitya Nath Chandra S/O. Late Surendra Nath Chandra possessed the schedule land being RS Plot number 188 now LR Plot number 491 of Mouza- Turki Sitarampur of Bishnupur, District Bankura by a bantannama number 514 of 1975. Then said Adyaitya Nath Chandra transfer the schedule plot to Subhra Pal W/O. Mrityunjoy Pal by virtue of transfer deed number 713 of 2010 at ADSR Bishnupur. After posses the said schedule land Subhra Pal W/O. Mrityunjoy Pal registered a general power of attorney being number 61/2011 in the name of Nepal Kundu Modak, Asish Kumar Das, Biplab Ghosh and Debnandan Roy. The said power of attorney holder transfer the said land on behalf of Subhra Pal W/O. Mrityunjoy Pal, in favour of Badal Saha S/O. Late Upendra Saha by a register deed being number 1193 of 2011 duly register at ADSR Bishnupur.

That Badal Saha S/O. Late Upendra Saha transfer the said schedule land in favour of Bibhabasu Mitra S/o- Karuna Kanta Mitra, Nabanita Pal, W/o – Aniruddha Pal, Shramik Mukherjee, S/o – Late Shyamaprasad Mukherjee and Barnali Bhattacharyya, W/o- Partha Sarathi Bhattacharyya by virtue of registered deed being number 1844 of 2011 and deed being number 2157 of 2011 duly registered at ADSR Bishnupur. After completing the registration the said Bibhabasu Mitra S/o- Karuna Kanta Mitra, Nabanita Pal, W/o – Aniruddha Pal, Shramik Mukherjee, S/o – Late Shyamaprasad Mukherjee and Barnali Bhattacharyya, W/o- Partha Sarathi Bhattacharyya recorded their name in BL&LRO, Bishnupur in 4 (four) LR khatian being number 2393, 2392, 2394 and 2391 of LR plot number 491 previously known as RS plot number 188, in mouza Turki Sitarampur JL number 100 under the P.S. Bishnupur, Dist. Bankura in the area of Bishnupur Municipality.

Thereafter Nabanita Pal, Bibhabasu Mitra, Shramik Mukherjee and Barnali Bhattacharyya sale by virtue of sale deed being number 5999 of 2022 in the LR recorded land in LR plot no. 491, area 0.16 acre to Asit



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Kumar Singha S/O. Late Gokul Chandra Singha, Debabrata Singha S/O. Late Gokul Chandra Singha, Arun Singha S/O. Late Gokul Chandra Singha, Sabita Singha W/O. Late Arup Kumar Singha, and the said purchaser muted their name in LR record. Then the Nabanita Pal, Bibhabasu Mitra, Shramik Mukherjee and Barnali Bhattacharyya purchase LR recorded plot no. 492 in RS 189 by virtue of register sale deed being number 6000 of 2022 area 0.16 acre from Asit Kumar Singha S/O. Late Gokul Chandra Singha, Debabrata Singha S/O. Late Gokul Chandra Singha, Arun Singha S/O. Late Gokul Chandra Singha, Sunetra Singha and Sanjukta De both the daughter of Late Arup Kumar Singha sell the property by virtue of register power of attorney being number 4714 of 2022 and 4620 of 2022 in favour of Sabita Singha and Sabita Singha W/O. Late Arup Kumar Singha her own share. Thereafter Nabanita Pal, Bibhabasu Mitra, Shramik Mukherjee and Barnali Bhattacharyya muted their name in LR plot no. 492 in khatian no. 4411, 4412, 4413, 4414.

That the vendors of the said deed being number 6000 of 2022 namely Asit Kumar Singha, Arup Kumar Singha, Arun Singha, Debabrata Singha obtain the said plot of land by virtue of register gift deed being number 3709 of 2021 from their full blooded mother Bhabani Bala Singha W/O. Late Gokul Chandra Singha, thereafter Asit Kumar Singha, Arup Kumar Singha, Arun Singha, Debabrata Singha muted their name in LR plot 492. That the Bhabani Bala Singha W/O. Late Gokul Chandra Singha owner of the RS plot no 189. Thereafter in LR operation said RS plot no 189 obtained LR plot no 492 and the first attestation published in name of said Bhabani Bala Singha W/O. Late Gokul Chandra Singha. Thereafter the Arup Kumar Singha died living behind his wife Sabita Singha and two daughter namely Sanjukta De and Sunetra Singha the only legal heir.






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In total a demarcated plot of Bastu land measuring 0.70(zero point seven zero) Acre equivalent to 42 (forty two) Kathas7 (seven) Chhataks the same a little more or less, comprised in L.R. Dag No. 491,492, 493, 501 under L.R. Khatian Nos 2391, 2392, 2393, 2394, 4411, 4412, 4413, 4414, 1994, 1995 lying and situated in Mouza-Turki Sitarampur, J.L. No. 100, P.S. Bishnupur, A.D.S.R., Bishnupur, within the local limit of Bishnupur Municipality, **that the land owners mutually agreed to muted their name in Bishnupur Municipality and merge all their holdings and creat a single Holding being No.198/A/4/6** in Ward No. 19, under the Bishnupur Municipality, in the District - Bankura, West Bengal, morefully described in the First Schedule hereinafter written.

4) Brief of Tarun Ghosh: It is to be mentioned here that the said Tarun Ghosh, Developer

5) Acceptance by the Landowners : The Landowners herein duly acknowledged and accepted the proposal of present Developer and the Landowner herein agreed to execute and register this present Development Agreement along with Power of Attorney in favour of the Developer herein, with terms and conditions enumerated herein below. Thereafter both the land owners and developer agreed to build up **G+6 and BASEMENT** car parking area after proper sanction plan from the Bishnupur Municipality and the other appropriate authority.

6) DEFINITION :

a) Building : Shall mean multi storied building so to be constructed on the schedule property in accordance with the said sanctioned building plan.

 b) Common Facilities & Amenities : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other




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facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

c) Saleable Space : Shall mean the space within the building, which is to be available as an unit/flat for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.

d) Landowners' Allocation : Shall mean the consideration against the project by the Landowners morefully described in Second Schedule hereunder written.

e) Developer's Allocation : Shall mean all the remaining area of the proposed multi storied building excluding LandownerAllocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.

f) Architect/Engineer : Shall mean such person or persons being appointed by the Developer.

g) Transfer : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowners as a transfer of space in the said building to intending purchasers thereof.

h) Building Plan : Shall mean said sanctioned building plan which is duly sanctioned by the concerned Bishnupur Municipality and/or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority.




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i) Built Up Area/Lockable Area : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.

j) Total Covered Area : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.

k) Super Built Up Area (For any Individual Unit) : Here super built up area means the total covered area plus service area.

7) LANDOWNER RIGHT&REPRESENTATION :

a) Indemnification regarding Possession & Delivery : The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

b) Free From Encumbrance : The Landowner also indemnify that the schedule property is free from all encumbrances and the Landowner have marketable title in respect of the said premises.



8) DEVELOPER'S RIGHTS :



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- a) Authority of Developer : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- b) Right of Construction : The Landowner hereby grants permission an exclusive rights to the Developer to build new building upon the schedule property.
- c) Construction Cost : The Developer shall carry total construction work of the present building at their own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.
- d) Sale Proceeds of Developer's Allocation : The Developer will take the sale proceeds of Developer's Allocation exclusively.
- e) Booking & Agreement for Sale : Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holders. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.
- f) Selling Rate : The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.




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g) Profit & Loss : The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

h) Possession to the Landowner : On completion of the project, the Developer will handover undisputed possession of the Landowner Allocation together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowners by executing a Deed of Release.

i) Possession to the intending purchaser/s : On completion of the project, and delivery to the Land Lord share then Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowner.

j) Deed of Conveyance : The Deed of Conveyance of Developer's Allocation will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowner.

9) CONSIDERATION :

a) Permission against Consideration : The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.



10) DEALING OF SPACE IN THE BUILDING :



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a) Exclusive Power of Dealings of Landowners : The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.

b) Exclusive Power of Dealings of Developer : The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowners and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

11) POWER AND PROCEDURE :

a) I the Landowner/Executant/Principal herein, are executing with this present Development Agreement, a Registered Power of Attorney in writing in favour of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, we hereby appointing, nominating and constituting the Developer herein, as our constituted attorney, to do, act and represent ourselves in our names and on our behalf, as follows :

b) To appear and represent before the authorities of Bishnupur Municipality, B.L. & L.R.O., W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new



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building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.

(c) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.

(d) To manage and maintain the said premises including the building/s to be constructed thereon.

(e) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before Bishnupur Municipality or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.

(f) To pay all Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names as and when the same will become due and payable.

 (g) To enter in to any Agreement for Sale, Memorandum of Understanding and/or to sign and execute deed of amalgamation with neighbour's plot of land of the schedule property and/or any other instruments and deeds & documents in respect




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of sale of flat/s, units and/or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/loan in his/their name (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and/or Deed of Conveyance and/or any other instrument and document in respect of sale of flat/s, shop/s, units and/or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.

(h) To receive the consideration money in cash or by cheque/draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s as lawful representative within Developer's Allocation in the said new building.

(i) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement/contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.

(j) To instruct the Ld. Advocate/Ld. Lawyer for preparing and/or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats/units and car parking spaces in the said building/s relating to Developer's Allocation in the said premises.

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(k) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.

(l) To sign, declare and/or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vakalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.

(m) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale/Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.

(n) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the this present Agreement.

(o) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

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12) NEW BUILDING :




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a) Completion of Project : The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

b) Installation of Common Amenities : The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self-contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

c) Architect Fees etc. : All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context and in this respect as well as on that accounts.

d) Municipal Taxes & Other Taxes of the Property : The Landowner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay/will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation.

 From the date of completion and allocation of the floor area between the Landowner and the Developer, the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and/or their nominees and the Landowner and/or their nominee/nominees respectively.




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e) Upkeep Repair & Maintenance : Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

13) PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS :

a) Delivery of Possession : As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S of the Municipality being provided to that effect.

b) Payment of Municipal Taxes : Within 30 days from the receive possession of Landowners' Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation only.

c) Share of Common Expenses & Amenities : As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and




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management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

14) COMMON RESTRICTION :

a) Restriction of Landowners and Developer in common : The Landowners' Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

b) Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

c) Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous written consent of the other in this behalf.

d) Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.



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e) Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.

f) The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.

g) No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

h) Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

i) The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.



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15) LANDOWNERS' OBLIGATION :

a) No Interference :

The Landowners hereby agree and covenant with the Developer :

not to cause any interference or hindrance in the construction of the building by the Developer.

not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.

not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

16) DEVELOPER'S OBLIGATIONS :

a) Time Schedule of Handing Over Landowners' Allocation : The Developer hereby agrees and covenants with the Landowners to handover Landowners' Allocation (more fully described in the Second Schedule hereunder written) within 48 (Forty eight) months from the date of signing, executing and registering of this present agreement. The Landowner also permit the Developer a grace period of 6 (six) months more to handover the Landowners' Allocation within the stated period.



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b) Penalty : If the Landowners' Allocation will not be delivered within the stated period, then the Developer shall be liable to pay in total aggregated Rs. 5,000/- (Rupees Five Thousand) only per month to the Landowners as demurrage.

c) No Violation : The Developer hereby agrees and covenants with the Landowner not to violate or contravenes any of the provisions of rules applicable to construction of the said building not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of any Landowners' Allocation in the building at the said premises vice versa.

17) LANDOWNERS' INDEMNITY

Indemnity : The Landowner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated/allotted space without any interference or disturbances provided the Developer perform and full fill the terms and conditions herein contained and/or its part to be observed and performed.

18) DEVELOPER'S INDEMNITY :

The Developer hereby undertakes to keep the Landowner:

Indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

19) MISCELLANEOUS :




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a) Contract Not Partnership : The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

b) Not specified Premises : It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorization as may be required by the Developer for any such purposes and the Landowner also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.

c) Not Responsible : The Landowner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

 d) Process of Issuing Notice : Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be




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deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

e) Formation of Association : After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agree to abide by all the rules and regulations to be framed by any society / association / holding organization and/or any other organization, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.

f) Name of the Building : The name of the building is “ **SWAPNANIR-1**”.

g) Right to borrow fund : The Developer shall be entitled to borrow money at their risk and responsibility from any Bank or Banks or any financial institution without creating any financial liability of the Landowner or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

h) Documentation : The Landowner delivered all the photo copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowner will bound to produce documents in original before any competent authority for inspection.



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20) FORCE MAJEURE:

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

21) DISPUTES :

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place : The place of arbitration shall be Bankura only.






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Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

22) JURISDICTION :

In connection with the aforesaid arbitration proceeding, only the ADJ Bishnupur District Judge Bankura, Bankura, and the Hon'ble High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Plot of Land]

ALL THAT piece and parcel of land measuring :

Land recorded in the name of Moumita Saha, W/O. Madhusudan Saha :				
L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
493	190	0.16	1995	Bastu
501	153	0.15	1995	Bastu




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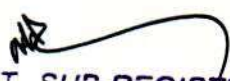
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Land recorded in the name of Madhusudan Saha, S/O. Late Jitendranath Saha :				
L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
493	190	0.15	1994	Bastu

Land recorded in the name of Bibhabasu Mitra, S/O. Karuna Kanta Mitra				
L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
491	188	0.02	2393	Bastu
492	189	0.04	4412	Bastu

Land recorded in the name of Nabanita Pal, W/O. Aniruddha Pal				
L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
491	188	0.02	2392	Bastu
492	189	0.04	4413	Bastu




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Land recorded in the name of Shramik Mukherjee, S/o – Late Shyamaprasad Mukherjee				
L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
491	188	0.02	2394	Bastu
492	189	0.04	4411	Bastu

Land recorded in the name of Barnali Bhattacharyya, W/o- Partha Sarathi Bhattacharyya,				
L.R. Dag No.	R.S. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land
491	188	0.02	2391	Bastu
492	189	0.04	4414	Bastu

In total a demarcated plot of Bastu land measuring 0.70(zero point seven zero) Acre equivalent to 42 (forty two) Kathas 7 (seven) Chhataks the same a little more or less, comprised in L.R. Dag No. 491,492, 493, 501 under L.R. Khatian Nos 2391, 2392, 2393, 2394, 4411, 4412, 4413, 4414, 1994, 1995 lying and situated in Mouza–Turki Sitarampur, J.L. No. 100, P.S. Bishnupur, A.D.S.R., Bishnupur, within the local limit of Bishnupur Municipality, **that the land owners mutually agreed to muted their name in Bishnupur Municipality and merge all their holdings and create a single Holding being No.198/A/4/6** in Ward No. 19, under the Bishnupur Municipality, in the District - Bankura, West Bengal,




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The plot of land is butted & bounded as follows :-

ON THE NORTH : RS plot no. 152, 151 & Rest Land of 153

ON THE SOUTH : RS plot no. 188

ON THE EAST : 48 feet wide PWD road

ON THE WEST : RS plot no. 167/247 and RS plot no. 154

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION : The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowners' Allocation will be allotted as follows :-

1. That the completion of construction work would be completed within three years from the date of sanctioning of building plan which may be enhanced by six months due to some unavoidable circumstances.
2. Later on, after preparation of the Floor Plan, the flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the flats/shops/garages within the preview of the Landowners' Allocation and the said Supplementary Development Agreement/s will be treated as part and



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parcel of this present Development Agreement. That owner get 40% of covered area measuring as per sanction building plan .

3. It is also settled that except the Landowners' Allocation as described above, the Landowners will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the land of the present owners. The other areas will be the exclusive treated as Developer's Allocation.

4. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartibly share of land with all amenities and facilities.

5. The Developer will borne the cost of obtaining Occupancy Certificate/Completion Certificate of the proposed building and a copy of the said certificate will be provided to the Landowner herein.

6. Except the building allocation the landowners & the developer, there is no monetary transaction between them for executing this Development Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

Shant
DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire constructed building i.e. 60% of constructed area (excluding Landowners' Allocation as described above) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/purchasers




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teamsters, by and mode of Transfer of Property Act and/or lease, let out or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

Common Portions :

The Common Portions will be completed and finished as follows :

1. Brick Work :

External Wall – 8(eight) inch thick with cement mortar (1:6) using first class brick.

Partition Wall – 5(five) inch thick brickwork with cement mortar in proportion (1:6) by using 1st class bricks.

2. Plaster :

Wall Plaster - Outside surface 12mm thick (1: 4 cement mortar), Inside Plaster 12 mm thick (1:6 cement mortar).

Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before ceiling plastering.

3. Stair Case : Staircase will be finished with good quality marble.

4. Drainage : The drainage connection will be done as per approved drawing of BM with very good quality material as approved by the Architects, Rain water pipes will be 6”/4” dia. made of supreme or equivalent brand.

5. Roof Treatment : Good quality material will be laid on roof or plain cement concrete with necessary admixture.

6. Side Passage : Will have I.P.S. flooring laid under flat brick soling.

7. Water Supply : Water supply with high quality pumps and motors will be made available.



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8. Electrical : Separate meters for the entire flat will be provided upon payment of security deposit to WBSEDCL.

Electrical mains etc. will be provided with good quality copper wire.

9. Painting &Finishing : Outside face of external walls will be finished with high quality cement paint/antifungal weather coat.

Windows, gates and grills will be painted with two coats of enamel paints over two coats of primer.

Said Flat :

The Said Flat will be completed and finished as follows :

1. Brick Work :

External Walls – 8(eight) inch thick brick work with cement mortar in proportion (1:6) by using 1st class bricks.

Partition Walls – 5(five) inch thick with cement mortar in proportion (1:4) by using 1st class brick, providing wire mesh as required for 3 inch wall.

2. Plaster :

Wall Plaster - Outside surface 12mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar).

Ceiling Plaster - 6 mm thick (1:4 cement mortar). Proper chipping will be made before wall and ceiling plastering.

3. Floor of Rooms &Toilets : As per specification of the Developer (Vetified Tiles) flooring in all the rooms, kitchen, toilets, verandah etc. will be provided.

4. Toilet Walls :Upto 6'-6" finished with white/light coloured ceramic tiles.






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5. Doors : Door frames will be made of good quality wood. Hot pressed flush door will be provided in all door. Hatch bolt/Cylindrical lock in the door for main room and night latch for the main door of the flat will be provided.
6. Windows : Fully Aluminium windows with glass fittings and standard handle.
7. Sanitary Fittings in Toilets : The following will be provided :
- a) Tap and shower arrangements.
 - b) White/light coloured wash basin made of porcelain.
 - c) White/light coloured European type water closet made of porcelain.
 - d) Water pipe line.
 - e) Hot and cold water line (only common bath room).
 - f) Provision for installation of Geysers (only common bath room).
8. Kitchen : Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles upto a height of 2'-6" feet above the cooking platform.
9. Electrical Points & Fittings : Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided.
10. Painting & Finishing : Outside face of external walls will be finished with good quality cement paint. Internal face of the walls will be finished with good quality putty.






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IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Bishnupur
in the presence of :

Landowner

Moumita Saha

Moumita Saha

Madhusudan Saha

Madhusudan Saha

Bibhabasu Mitra

Bibhabasu Mitra

Nabanita Pal

Nabanita Pal

Shramik Mukherjee

Shramik Mukherjee

Barnali Bhattacharyya

Barnali Bhattacharyya

Sham

Witness

1. *Bikram Banerjee*
Late Sahadeb Banerjee
Station Road Kalsmela
Bishnupur, Bankura
722122 Business
- 2.

Sangay Bhattacharya
8706 *Nirajon Bhattacharya*
Bishnupur, Bankura
722122

Tarun Ghosh

Tarun Ghosh

Developer




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BISHNUPUR, BANKURA
06 FEB 2023

DATED THE 4th DAY OF Feb. 2023

DEVELOPMENT AGREEMENT

BETWEEN

Landowner

- 1) Mounita Saha
- 2) - Mithu Chandra Saha
- 3) - Biswajit Das
- 4) - Nabanita Pal
- 5) - Shramik Bhukharyin

- 6) - Barnali Bhattacharyya

Developer

- Tarun Ghosh

Drafted By

Shankhajit Ray Advocate

Compos By

Shankhajit Ray

SHANKHAJIT RAY
Advocate
Reg.: WB955/2006




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BISHNUPUR. BANKURA
06 FEB 2023



জেলা- বাঁকুড়া ব্লক- বিষ্ণুপুর [০১১৭১০০]
মৌজা- তুড়কীসীতারামপুর জে.এল.নং- ১০০ থানা- বিষ্ণুপুর
দাগ নং- ৫০১ শ্রেণী- শোল জমির পরিমাণ(এ)- ০.১৫০০
সাবেক দাগ নং- ১৫৩

খতিয়ান নং	শ্রেণী	অংশ	অংশ পরিমাণ(এ)	রায়তের/লেসীর বিবরণ	মন্তব্য
১৯৯৫	শোল	১.০০০০	০.১৫০০	মৌমিতা সাহা স্বামী-মধুসূদন সাং-নিজ	
		১.০০০০	০.১৫		





জেলা- বাঁকুড়া ব্লক- বিষ্ণুপুর [০১১৭১০০]
মৌজা- তুড়কীসীতারামপুর জে.এল.নং- ১০০ থানা- বিষ্ণুপুর
দাগ নং- ৪৯৩ শ্রেণী- বাইদ জমির পরিমাণ(এ)- ০.৩১০০
সাবেক দাগ নং- ১৯০

খতিয়ান নং	শ্রেণী	অংশ	অংশ পরিমাণ(এ)	রায়তের/লেসীর বিবরণ	মন্তব্য
১৯৯৪	বাইদ	০.৫০০০	০.১৫০০	মধুসূদন সাহা পিতা-জীতেন্দ্রনাথ সাং-নিজ	
১৯৯৫	বাইদ	০.৫০০০	০.১৬০০	মৌমিতা সাহা স্বামী-মধুসূদন সাং-নিজ	
		১.০০০০	০.৩১		

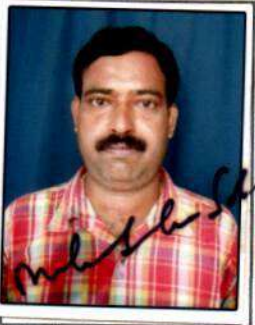


SPECIMENT FORM FOR TEN FINGERPRINTS OF VENDOR/OWNER



LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

SIGNATURE *Moumita Saha*



LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

SIGNATURE *Mihir Shrivastava*



LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

SIGNATURE *Bilalabasu Mishra*



LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

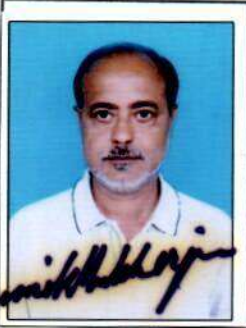
SIGNATURE *Nabanita Pal*




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SPECIMENT FORM FOR TEN FINGERPRINTS OF VENDOR/OWNER



LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

SIGNATURE *Shramik Mukherjee*



LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

SIGNATURE *Barnali Bhattacharya*



LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

SIGNATURE *Tann Ghosh*



LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

SIGNATURE *Bikram Banerjee*
Bikram Banerjee




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