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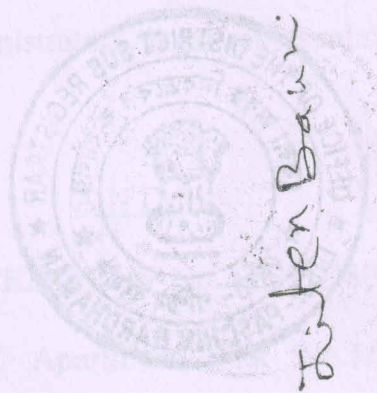


পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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16/03/2022

Certified that the Document is admitted to registration. The endorsement Sheet attached with this document are the Part of this document.



SRI KRISHNA TRADERS

Suten Banni
PARTNER

SRI KRISHNA TRADERS

Suten Banni
PARTNER

Sanyam
DISTRICT SUB-REGISTRAR
Paschim Bardhaman
16 MAR 2022

DEVELOPMENT AGREEMENT OR
CONSTRUCTION AGREEMENT

QUERY No.2000790897 / 2022

THIS DEED OF AGREEMENT is made on this the

.....16th..... day ofMarch....., 2022,

BETWEEN

Contd.....P/2.

S. Sanyam
Adv

16/1

5502/444-1

15/3/22

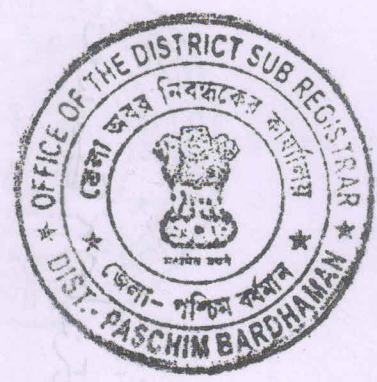
ক্রমিক নং 1798 তারিখ 10/3/2022

সংক্রান্ত Son
ক্রোতার নাম Jiten Bann Satyram Jannua

ডেপার - শুভাশীষ বানার্জী, লসিসন নং ৩

এ. ডি. এস. আর অফিস, আসানসোল

১০/৩/২০২২ তারিখ টেকারী হইতে



DISTRICT SUB-REGISTRAR
Paschim Bardhaman

16 MAR 2022

QUERY No. 2000790897 / 2022

THIS DEED OF AGREEMENT is made on this the

..... day of 2022

BETWEEN

Could.....

Notarized that the Document is admitted for registration. The document shall attached with the document on the Part for the document.

DISTRICT SUB-REGISTRAR
Paschim Bardhaman
16 MAR 2022

--- 2 ---

Jiten Bauri

SRI KRISHNA TRADERS

Manager Paschim Bardhaman

PARTNER

SRI KRISHNA TRADERS

Jiten Bauri

PARTNER

SRI JITEN BAURI, PAN No.AIGPB1939F, Son of Late Budhan Bauri, by faith Hindu, by occupation Business, citizenship Indian, resident of Village Bauri Para, Satgram, P.O. Satgram – 713337, P.S. Jamuria, Chowki Asansol, A.D.S.R. Office Raniganj, District Paschim Bardhaman, hereinafter called the 'OWNER' (which expression shall unless repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

"SRI KRISHNA TRADERS", PAN No.AEPFS7805A, a Partnership Firm, having its Office at Vishal Z Apartment, Flat No.1/11, T.P.Road, Holding No.522/New, Asansol, P.O. Ushagram – 713303, P.S. Asansol (South), District Paschim Bardhaman, being represented by its Partners (1) **SRI NARAYAN ADHIKARY**, PAN No.ADBPA9634Q, Son of Late Asamanja Adhikary, by faith Hindu, by occupation Business, Citizenship Indian, resident of Adhikary Para, Satgram, P.O. Satgram – 713337, P.S. Jamuria, Chowki Asansol, A.D.S.R. Office Raniganj, District Paschim Bardhaman, (2) **SRI JITEN BAURI**, PAN No.AIGPB1939F, Son of Late Budhan Bauri, by faith Hindu, by occupation Business, citizenship Indian, resident of Village Bauri Para, Satgram, P.O. Satgram – 713337,

Contd.....P/3.

S. Saman
Adv

Jiten Bauri

SRI KRISHNA TRADERS

Mangal Acharya

PARTNER

SRI KRISHNA TRADERS

Jiten Bauri

PARTNER

--: 3 :-

P.S. Jamuria, Chowki Asansol, A.D.S.R. Office Raniganj, District Paschim Bardhaman, hereinafter called the 'DEVELOPER' (which expression shall unless repugnant to the context be deemed to mean and include its successors-in-office, legal representatives and assigns) of the OTHER PART.

WHEREAS previously (1) Sri Jiten Bauri i.e. the Owner, and (2) Sri Mangal Bauri, both Sons of Late Budhan Bauri, were the lawful and rightful owners of the landed property measuring an area of 6 Cottahs 14 Chhitaks situated on R.S.Plot No.194, L.R. Plot No.305, of Mouza Searsole, P.S. Raniganj, District Paschim Bardhaman, by virtue of a Regd. Deed of Sale being Deed No.4944 for the year 2010 of A.D.S.R. Office, Raniganj, from (1) Sri Mihir Chakraborty, (2) Sri Adhir Chakraborty, both Sons of Late Sachindranath Chakraborty, (3) Sri Chandan Chakraborty, Son of Late Amiya Chakraborty, (4) Smt. Kalidasi Chakraborty, Wife of Late Sisir Chakraborty, for valuable consideration.

AND WHEREAS while owning and possessing his undivided ½ share of the above property i.e. land measuring 3 Cottahs 7 Chhitaks, aforesaid Sri Mangal Bauri gifted and transferred the same to his brother namely Sri Jiten Bauri i.e. the Owner by virtue of a Regd. Deed of Gift being Deed No.5539 for the year 2018 of A.D.S.R. Office, Raniganj.

Contd.....P/4.

S. Saman
H.R.

-:: 4 ::-

Jiten Bauri

SRI KRISHNA TRADERS

Jiten Bauri
PARTNER

SRI KRISHNA TRADERS

Jiten Bauri
PARTNER

AND WHEREAS (1) Sri Jiten Bauri i.e. the Owner, and (2) Sri Mangal Bauri, both Sons of Late Budhan Bauri, further jointly purchased landed property measuring an area of 15 Cottahs 2 Chhitaks situated on R.S.Plot No.194, L.R. Plot No.305, of Mouza Searsole, P.S. Raniganj, District Paschim Bardhaman, by virtue of a Regd. Deed of Sale being Deed No.5140 for the year 2010 of A.D.S.R. Office, Raniganj, from (1) Sri Gajadhar Prasad Keshri, (2) Sri Anup Keshri, (3) Sri Dilip Keshri, (4) Sri Bhairab Keshri, all Sons of Late Gopal Chand Keshri, for valuable consideration.

AND WHEREAS while owning and possessing his undivided $\frac{1}{2}$ share of the above property i.e. land measuring 7 Cottahs 9 Chhitaks, aforesaid Sri Mangal Bauri gifted and transferred the same to his brother namely Sri Jiten Bauri i.e. the Owner by virtue of a Regd. Deed of Gift being Deed No.5538 for the year 2018 of A.D.S.R. Office, Raniganj.

AND WHEREAS by virtue of the aforesaid Two Sale Deeds and Two Gift Deeds the Owner become the absolute owner of total land measuring an area of 22 Cottahs situated on R.S.Plot No.194, L.R. Plot No.305, of Mouza Searsole, P.S. Raniganj, District Paschim Bardhaman, which is more fully mentioned and described in Schedule 'A' below.

Contd.....P/5.

Y. Saman

Jiten Bann

SRI KRISHNA TRADERS

Jiten Bann
PARTNER

SRI KRISHNA TRADERS

Jiten Bann
PARTNER

:- 5 :-

AND WHEREAS while owning and possessing the 'A' Schedule mentioned landed property the Owner had paid Ground Rents and mutated his name in the finally published L.R. Record of Rights, being L.R. Khatian No.5274, measuring an area of 24 Decimal & L.R. Khatian No.8287, measuring an area of 12 Decimal, L.R. Plot No.305, of Mouza Searsole, P.S. Raniganj, District Paschim Bardhaman, and also changed the classification of the land from 'Baid' to 'Bastu', vide Conversion Case No.CN/2021/2309/268 & No.CN/2021/2309/272 from the Office of the Sub-Divisional Land & Land Reforms Office.

AND WHEREAS the Owner with a view to develop the 'A' Schedule land had acquired a Site Plan vide Memo No.1593/SP/AMC/HO dt.21.01.2022 & Two Nos. of Building Plan vide Memo No.1594(ii)BP/AMC/HO dt.21.01.2022, sanctioned by the Authority of Asansol Municipal Corporation.

AND WHEREAS the Owner is lawfully owning and possessing his landed property more fully mentioned and described in Schedule 'A' below, without any interruption and objection of others, which is free from all encumbrances.

S. Sanyal

Contd.....P/6.

Viten Banni

SRI KRISHNA TRADERS

Morayee Annam
PARTNER

SRI KRISHNA TRADERS

Viten Banni
PARTNER

-: 6 :-

AND WHEREAS the OWNER become the beneficial owner of the land more fully described and mentioned in the 'A' Schedule below having all right, title, interest and possession over the same and is competent to make all types of transfer and also competent to enter into an Development Agreement with a Builder for construction of Two Nos. of B+G+4 storied building in the said property and to dispose of the said Flat / Apartment with car garage and scooter space after reserving his right of acquiring interest as described in the OWNER'S ALLOCATION in the Second Schedule.

AND WHEREAS the First Party having expressed his intention and declaration to develop the schedule mentioned land by way of raising Two Nos. of B+G+4 storied building on the said land through a builder-developer in lieu of monetary benefits / consideration for the said lands, the Second Party being a builder / developer offered to raise Two Nos. of B+G+4 storied building at its own costs and expenses upon the 'A' schedule mentioned land and has further offered to allot the property in the proposed Two Nos. of B+G+4 storied building, which is more fully mentioned and described in Schedule 'B' below.

Contd.....P/7.

S. Saravanan

-: 7 :-

Jiten Banni

SRI KRISHNA TRADERS

Jiten Banni

PARTNER

SRI KRISHNA TRADERS

Jiten Banni

PARTNER

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. That in lieu of the 'A' schedule mentioned land the Second Party herein called the promoter / developer shall provide to the first party the 'B' Schedule mentioned property as Owner's Allocation.
2. That the Second Party shall raise / erect the said constructions of the Two Nos. of B+G+4 storied building upon the 'A' schedule mentioned land with the help of good quality of building materials at its own costs and expenses and by taking assistance of engineering expert and the Second Party shall remain fully responsible and liable for any loss caused in the said building at any time for any constructional defect. If any mishap be occurred at the time of constructions of the building, the Second Party shall remain liable for such accident / mishap and the First Party shall be in no way held responsible for the same.
3. That the Second Party shall erect the said multistoried buildings by its own fund in accordance with and in due compliance with the aforesaid sanctioned building plan as well as of the provisions of West Bengal Apartment (Regulation of construction & Transfer) Act, 1972, and the Rules framed thereunder. In this connection the First Party shall provide all sorts of assistance to the Second Party

Contd.....P/8.

S. Sanyal
Ad.

--: 8 :-

Jiten Bawani

SRI KRISHNA TRADERS

Jiten Bawani

PARTNER

SRI KRISHNA TRADERS

Jiten Bawani

PARTNER

by signing all necessary papers, documents, plan, application, forms etc. as and when required. Be it mentioned that the First Party shall hand over all original documents viz Sale Deed, Gift Deed, Porcha, Rent Receipt, Building Plan, Site Plan etc. relating to the 'A' schedule mentioned property to the Second Party as and when the same are required for any matter relating to the Development of the 'A' schedule mentioned property.

4. That the second party shall also be responsible for any constructions raised / made illegally in deviation of the site plan or of the building plan or of the said Act and the First Party shall have nothing to do with the same.

5. That save and except the said owner's allotted / provided portions as mentioned Schedule 'B' below, the second party shall have right to sell and transfer all flats / parking space etc. of the said proposed Two Nos. of B+G+4 storied building to the intending purchasers / transferees at such price or prices as will be settled between the Second Party and the intending transferee/s and the Second Party shall have absolute right to collect, receive, enjoy and appropriate the entire sale proceeds / consideration money / advance money etc. thereof exclusively and the First Party shall have no right to claim any share in the said amount/s accrued from such sale / advance.

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S. Samin
A.R.

-: 9 :-

JitenBanni

SRI KRISHNA TRADERS

JitenBanni
PARTNER

SRI KRISHNA TRADERS

JitenBanni
PARTNER

6. In this connection the Second Party shall be able to cause advertisement inviting the attention of interested person in regard to sale of the flats/shop/parking space and to enter into any agreement for such sale by receiving advance and / or booking money,

7. In the matter of such sale or transfer of any such flat or flats / parking space of the proposed building the Second Party shall execute all such Sale Deed/s on behalf of the First Party as his constituted attorney and / or as a co-seller with the First Party landlord if required and shall get the said Deed/s registered by presenting the same before the appropriate registering authority. It is hereby made clear that if required, the First Party shall remain bound to execute the said Sale Deed/s being the land owner of the said land.

8. That the Second Party shall take all steps and measures for having electric meter, line, connection and municipal water connection in the said proposed Two Nos. of B+G+4 storied building from the authority concerned.

9. That all costs and expenses towards registration including purchase of stamp papers, registration fees etc. for the allotted property of the First Party (if required) shall be borne by the First Party.

*S. Sanmukh
A.K.*

Contd.....P/10.

-: 10 :-

Jiten Banni

SRI KRISHNA TRADERS

Manager

PARTNER

SRI KRISHNA TRADERS

Jiten Banni
PARTNER

10. That after completion of the said proposed Two Nos. of B+G+4 storied building, the Second Party will be the absolute owner of the entire building except the Owner's Allocation mentioned in the Second Schedule below.

11. That for the sake of convenience in erecting the said construction upon the 'A' schedule mentioned land as also to perform the acts, deeds and things in terms of the conditions embodied in this agreement the First Party shall execute a Deed of General Power of Attorney in favour of the Second Party conferring upon it all such powers and authority as will be found essential which will be freely exercised by the Second Party as constituted attorney of the First Party.

12. The Developer shall be entitled to appoint engineer or any other Technical person / persons men, masons, labour of their choice in the matter of execution of construction work at the risk of the Developer.

13. The disputes and differences shall be resolved amicably and if required be referred to common arbitrator for removable of disputes and differences and the decision of the arbitrator shall be final and binding upon the parties and for executor of the award of the arbitrator appropriate Civil Court at Asansol only have jurisdiction.

Contd.....P/11.

-:: 11 ::-

Jiten Banni

SRI KRISHNA TRADERS

Shrikrishna Adhikari

PARTNER

SRI KRISHNA TRADERS

Jiten Banni

PARTNER

14. The Developer shall be entitled to borrow money from any bank or financial institution in respect of construction of the proposed multistoried building by creating charge, mortgage on the said premises.
15. The Developer shall be entitled to Mortgage the schedule property for taking financial assistance from any bank or financial institution for obtaining Project Loan, Housing Loan etc.
16. The developer shall be entitled to enter into separate contracts in its own name and capacity with any building contractor architects, financial institution for carrying out said development at its own costs and risks.
17. The owner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the parties hereto in any manner nor shall the parties hereto constitute an Association of persons.
18. That the second party shall complete the constructions of the said Two Nos. of B+G+4 storied building within 36 (Thirty Six) months from the date of this Agreement.
19. That the name of the proposed B+G+4 storied building will be "MADHUBAN RESIDENCY" BLOCK - 'A' & BLOCK - 'B'.

Contd.....P/12.

JitenBann

SRI KRISHNA TRADERS

Mangon Advilcom PARTNER

-: 12 :-

SRI KRISHNA TRADERS

JitenBann PARTNER

FIRST SCHEDULE ABOVE REFERRED TO :-

In the District of Paschim Bardhaman, P.S. Raniganj, Chowki & Sub-Division Asansol, A.D.S.R. Office Raniganj, Mouza Searsole, J.L.No.17, comprised in part of R.S. Plot No.194, corresponding to L.R. Plot No.305, under L.R. Khatian No.5274, all that the piece and parcel of 'Bastu' class of land measuring 24 (Twenty Four) Decimal and under L.R. Khatian No.8287, all that the piece and parcel of 'Bastu' land measuring 12 (Twelve) Decimal i.e. total land measuring 36 (Thirty Six) Decimal equivalent to 22 (Twenty Two) Cottahs, situated at Ranisayer, under Ward No.33 (New), 16 (Old), of Asansol Municipal Corporation.

The property is butted and bounded as follows :-

- On the North : Property of Anup Roy.
- On the South : G.T. Road.
- On the East : Property of Madhab Mukherjee.
- On the West : Gupta Hotel.

S. S. Sanyal

-: 13 :-

Jiten Bann

SRI KRISHNA TRADERS
Atanjan Anil Kumar
PARTNER

SRI KRISHNA TRADERS
Jiten Bann
PARTNER

SECOND SCHEDULE ABOVE REFERRED TO :-

OWNER'S ALLOCATION

- (1) All the 50% share of Residential Flats, in the First Floor to Fourth Floor, parking space, Garage in the Basement Floor, of the proposed Two Nos. of B+G+4 storied building situated upon the 'A' Schedule land.
- (2) All the Shops in the Ground Floor of the proposed Two Nos. of B+G+4 storied building situated upon the 'A' Schedule land.

THIRD SCHEDULE ABOVE REFERRED TO :-

DEVELOPER'S ALLOCATION

All the 50% share of Residential Flats, in the First Floor to Fourth Floor, parking space, Garage in the Basement Floor, of the proposed Two Nos. of B+G+4 storied building situated upon the 'A' Schedule land except the Owner's allotted portion.

S. Saravanan

Contd.....P/14.

-: 14 :-

IN WITNESS WHEREOF the Owner and Developer hereunder set subscribed his respective hands and seals on the day, month and year first above written.

WITNESSES :-

1. Chayan Bauri

S/O Bharat Bauri

Mitha Pur Karda Para

Jamuria PS Jamuria

DIST Paschim Bardhaman

Jiten Bauri

SIGNATURE OF THE OWNER

2. Uttam Mondal

S/O M.S. Mondal

Satgram, Jamuria

Paschim Bardhaman

SRI KRISHNA TRADERS

Starogon Adhikary

PARTNER

Drafted & prepared by me as per instruction of the parties and printed in my office.

Suvendu Sarkar

(Suvendu Sarkar)

Advocate

Asansol Court.

Enrolment No.F1035/1370 of 2003.

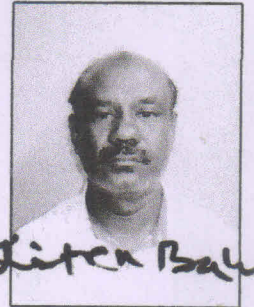
SRI KRISHNA TRADERS

Jiten Bauri

PARTNER

SIGNATURE OF THE DEVELOPER

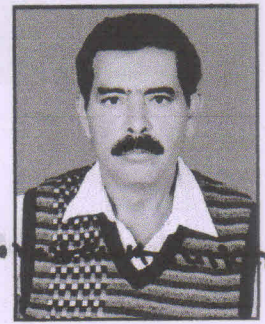
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LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Jiten Bauri

Jiten Bauri

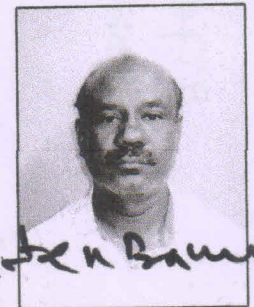
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	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Nazim Adnani

Nazim Adnani

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LEFT HAND					
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RIGHT HAND					



Jiten Bauri

Jiten Bauri

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



PHOTO