

SL-12452/2022

I-12462/22



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

8-2-2772927/22 AF 227343

Verified that the document is admitted for registration. The signature sheet/s and endorsement sheets attached with the document are the part of this documents.

28/9/22

DEVELOPMENT

AGREEMENT

Addl. Dist. Sub-Registrar, Sadar  
Krishnanagar, Nadia

28 SEP 2022

1. DATE : 28<sup>th</sup> September, 2022

2. PLACE

3. PARTIES:

3.1.1 SMT. KABITA GHOSH

(PAN BFRPG3928J),

Kabita Ghosh.



2.7 SEP 2022

No. 21354 Date 1/10  
 Name.....  
 Address.....  
 P.S.....  
 Dist.....  
 Name of Treasury :- Barrackpore  
 Name of Vender :- RANA SUB  
 Date of Purchase.....  
 Total Amount.....  
 Signature of Vender.....

SUBHABRATA BASU  
 Advocate  
 Barrackpore Court

21 SEP 2022

250000

*Rana*



DEVELOPMENT  
 AGREEMENT

Identified by me: —

Depankar Nath

on. 19/08/2022

Sadar Civil Court.

Kolkata-700014.

Addl. Dist. Sub-Registrar, Sadar  
 Krishnanagar, Nadia

28 SEP 2022



RATNA BASU  
Advocate  
District Court

AADHAAR NO. 8392 4795 4908)& [MOBILE NO. 9474136887], wife of Late Sunil Kumar Ghosh, by faith- Hindu, Nationality- Indian, by occupation- House wife, residing at present J.K. Saha Lane, P.O- Kanthalpota, P.S- Kotwali, Pin. 741101, District- Nadia, State Of West Bengal.

AND

3.1.2 SHRI SUJIT KUMAR GHOSH [PAN. BFRPG4073A], [AADHAAR NO. 2457 7149 8055], [MOBILE NO. 9774136887], son of Late Sunil Kumar Ghosh, by faith- Hindu, Nationality- Indian by Occupation - business, presently residing at J.K. Saha Lane, P.O- Kanthalpota, P.S- Kotwali, Pin. 741101, District- Nadia, State Of West Bengal.

Hereinafter referred to as the "LANDOWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assignees and nominee or nominees) of the ONE PART.

AND

3.2 P L B DEVELOPERS CONSULTANTS PRIVATE LIMITED (PAN AAKCP0267B) a Private Limited Company, incorporated under the provisions or registered under the Companies Act, 1956, having its registered office at AC 15/12, Deshbandhu Nagar, Baguiati, P.O- Deshbandhu Nagar, P.S- Baguiati, Kolkata-700059, District North 24 Parganas, State Of West Bengal, represented by its Director namely (1) PAROMITA CHAKRABORTY (PAN AEJPC4247G), wife of Basudeb Chakraborty, daughter of Late Amal Chandra Ray @Late Amal Chandra Roy, by faith- Hindu, Nationality - Indian, by occupation- Business, residing at- AC-15/12, Deshbandhu Nagar, Baguiati, P.O- Deshbandhu Nagar, P.S Baguiati, Kolkata- 700059, District North 24 Parganas, State Of West Bengal and (2) JAYEETA RAY(PAN BDEPR0709R ), wife of Biswajit Ray, daughter of Late Bhaskar Ganguly, by faith- Hindu, Nationality- Indian, by occupation- Business residing at M/407, Fortune Township, P.O- Kazipara, P.S Barasat, Kolkata- 700124, District North 24 Parganas,- State Of West Bengal, hereinafter referred to as the "DEVELOPERS" (which said expression shall unless excluded by or repugnant to the context be deemed to include their executor in office, office bearers, administrators, representatives and assignees) of the OTHER PART..

Landowners and the Developers collectively parties and individually party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

4. Subject of development deed.

4.1. Development Project & Appurtenances:

4.1.1 Schedule/project property:

All that piece and parcel of land admeasuring 9 decimal more or less comprised in R.S. Dag no. 6487 corresponding to LR. Dag no. 9197 under R.S. Khatian no.5333, L.R. Khatian no.12232/1,



7417  
under  
Tuzi n  
more or  
5333, L.R. K  
responding  
11903/



mt  
2p  
del  
ati

→  
Addl. Dist. Sub-Registrar, Sadar  
Krishnanagar, Nadia

7 8 SEP 2022



1, 11903/1,4209/1, 5988/1, & 1000/1 and also land measuring 0.25 decimal more or less corresponding in R.S. Dag no.6492/26671 corresponding to L.R. Dag no. 9193 under R.S. Khatian no. 5333, L.R. Khatian no. 12232/1, 6300/1, 11903/1,4209/1, 5988/1, & 1000/1 in total land measuring more or less 9.25 decimal more or less in Mouza- Krishnanagar, J.L.no. 92, Re. Sa no....., present Touzi no. 7, Pargana- Ukhada, P.S- Kotwali, within the local limits of Krishnanagar Municipality, under ward no. 5 formerly 4, Holding no. 152 at premises Jugal Kishor Saha Lane, District Nadia, Pin 741101, West Bengal along with the right to egress and ingress over the said land and right to lay down underground pipes for water connection, Electricity, telephone, gas and other rights, ways, paths, passage, drains, watercourse with all liberties, privileges, easements and appurtenances attached thereto which is mentioned hereunder as Schedule of Property.

## **5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS:**

**5.1 Representations and Warranties Regarding Title:** The Landowners have made the following representations and given the following warranty to the Developer regarding title.

### **5.1.1 Absolute ownership of Dayal Dasi @ Dayal Bala Ghosh:**

WHEREAS as per R.S. record one Dayal Dasi @ Dayal Bala Ghosh, was the absolute recorded owner of the land measuring (1) 4.5 (four point five) decimals more or less out of total land in Dag measuring 18 (eighteen) decimals more or less in CS & RS. Dag no. 6489, L.R. Dag no.9183 under R.S. Khatian no.5331 corresponding to LR. Khatian no. 4125 and also (2) land in Dag measuring 13 (thirteen) decimals more or less out of total land measuring 26 (twenty six) decimal more or less in CS & R.S. Dag no. 6487 (LR. Dag no 9197) under RS. Khatian no. 6489 comprising to LR Khatian no. 4125, and also (3) land measuring 0.50 (zero point five zero) decimals more or less out of land measuring 1 (one) decimal in CS & R.S. Dag no. 6487/26667, LR Dag no. 9186 under RS Khatian no. 5333 corresponding to LR. Khatian no. 4125 and also (4) land measuring 1 (one) decimal in C.S. & R.S. Dag no. 6492/26672 out of 2 (two) decimals under R.S. Khatian no. 5332 and also (5) land measuring 1.5 (one point five) decimals out of 3 (three) decimals in CS & R.S. Dag no. 6492 under R.S. Khatian no. 5332. Thus said Dayal Dasi @ Dayal Bala Ghosh, became the absolute owner of land measuring 20.5 (twenty point five) decimals more or less in RS. Dag no. 6489, 6487, 6487/26667, 6492 & 6492/26672 under Khatian nos. 6489, 5332 & 5333 respectively.

### **5.1.2 Absolute ownership of Gouri Dasi @ Prova Ghosh @ Gouri Prova Ghosh :**

WHEREAS as per R.S. Record one Gouri Dasi @ Prova Ghosh @ Gouri Prova Ghosh, was the absolute recorded owner of the land measuring (1) 13.5 (thirteen point five) decimals more or less out of the total land in Dag measuring 18 (eighteen) decimals more or less in R.S. Dag no 6489, under R.S. Khatian-5331 and also (2) land measuring 13 (thirteen) decimals more or less out of total land in Dag measuring 26 (twenty six) decimals more or less in R.S. Dag no.6487 under R.S. Khatian no. 5333 and also (3) land measuring 0.50 (zero point five zero) decimals more or less out of land measuring 1 (one) decimal in R.S. Dag' no. 6487/26667 under Khatian no.5333 and also (4) land measuring 3 (three) decimals more or less in R.S. Dag no. 6499 under R.S. Khatian no. 5328 and also (5) land measuring 1 (one) decimal in R.S. Dag no. 6492/26672 out of 2 (two) decimals under R.S. Khatian no.5332 and also (6) 1.5 (one point five) decimals out of 3 (three) decimals in R.S. Dag no. 6492 under R.S. Khatian no. 5332. Thus Gouri Dasi @ Prova Ghosh @ Gouri Prova Ghosh became the absolute owner of total land measuring 30 (thirty) decimals more or less in R.S. Dag nos.



,6487,6487/26667, 6499,6492 and 6492/26672 under Khatian nos. 5331, 5332,5333 & 5328 respectively.

**5.2.1 Deed of gift by Dayal Dasi @ Dayal Bala Ghosh to (1) Sunil Kumar Ghosh, (2) Prasanta Kumar Ghosh & (3) Sukumar Ghosh:**

Thus after having absolute ownership of above mentioned property the said Dayal Dasi @ Dayal Bala Ghosh gifted her undivided  $\frac{1}{2}$  share i.e measuring 9 (nine) decimals more or less out of 18 (eighteen) decimals, in R.S. Dag no.6489, under R.S. Khatian no.5331, R.S.Dag no. 6487 under R.S. Khatian no. 6489 & R.S. Dag no. 6487/26667 under Khatian no. 5333 to her sons namely (1) Sunil Kumar Ghosh, (2) Sri Prasanta Kumar Ghosh and (3) Sri Sukumar Ghosh by the strength of registered Deed of Gift registered on 12.08.1985 in the Sub Registration office at Krishnanagar Sadar and recorded in Book no. 1, Volume no. 135, Pages 137 to 146, being Deed No. 7925 for the year 1985.

**5.2.2 Deed of gift by Dayal Dasi @ Dayal Bala Ghosh to (4) Dilip Kumar Ghosh, (5) Pradip Kumar Ghosh & (6) Asit Kumar Ghosh :**

Thus after gifting her half property to her three sons namely (1) Sunil Kumar Ghosh, (2) Prasanta Kumar Ghosh & (3) Sukumar Ghosh, Smt. Dayal Dasi @ Dayal Bala Ghosh again gifted her rest  $\frac{1}{2}$  (half) share of the property i.e. land measuring 9 (nine) decimals more or less out of 18 (eighteen) decimals in R.S. Dag no. 6489, under R.S. Khatian no. 5331, R.S.Dag no.6487 under R.S. Khatian no.6489 & R.S. Dag no. 6487/26667 under Khatian no. 5333 to her rest three sons namely (4) Dilip Kumar Ghosh, (5) Pradip Kumar Ghosh & (6) Asit Kumar Ghosh, by the strength of Registered Deed of Gift, Registered on 12.08.1985 in the Sub Registration office Krishnanagar Sadar and recorded in Book no. I. Being Deed no. 7924 for the year 1985.

**5.3.1 Sale by Gouri Dasi @ Prova Ghosh @ Gouri Prova Ghosh to said (1) Sunil Kumar Ghosh, (2) Sri Prasanta Kumar Ghosh and (3) Sri Sukumar Ghosh:**

After having absolute ownership over the aforementioned property the said Gouri Dasi @ Prova Ghosh @ Gouri Prova Ghosh sold, transferred and conveyed her half share i.e. 13.5 (thirteen point five) decimals more or less out of her 27 (twenty seven) decimals more or less in R.S. Dag no. 6489 under R.S. Khatian no. 5331, R.S. Dag no. 6487 under R.S. Khatian no.5333 & R.S. Dag no. 6487/26667 under Khatian no. 5333 to the said (1) Sunil Kumar Ghosh, (2) Sri Prasanta Kumar Ghosh & (3) Sri Sukumar Ghosh by the strength of registered Conveyance registered on 19.05.1985 in Sub Registration office Krishnanagar Sadar and recorded in Book no. 1, Being Deed No. 5892 for the year 1985.

**5.3.2 Sale by Gouri Dasi @ Prova Ghosh @ Gouri Prova Ghosh to said (4) Sri Dilip Kumar Ghosh, (5) Sri Pradip Kumar Ghosh and (6) Sri Asit Kumar Ghosh :**

The said Gouri Dasi @ Prova Ghosh @ Gouri Prova Ghosh again sold, transferred and conveyed her rest  $\frac{1}{2}$  half share i.e. 13.5 (thirteen point five) decimals more or less out of her 27 (twenty seven) decimals more or less in R.S. Dag no. 6489 under R.S. Khatian no. 5331, R.S. Dag no. 6487 under R.S. Khatian no. 5333 & R.S. Dag No. 6487/26667 under R.S. Khatian no. 5333 to the said (4) Sri Dilip Kumar Ghosh, (5) Sri Pradip Kumar Ghosh and (6) Sri Asit Kumar Ghosh by the strength of registered Deed of Conveyance registered on 19.05.1985 in Sub Registration office Krishnanagar Sadar and recorded in Book no. 1. Being Deed No. 589 for the year 1985.



and record of the (1) Sunil Kumar Ghosh (2) Sri Prasanta Kumar Ghosh (3) Sri Sukumar Ghosh (4) Sri Dilip Kumar Ghosh (5) Sri Pradiip Kumar Ghosh and (6) Sri Asit Kumar Ghosh :

AND WHEREAS thereafter said (1) Sunil Kumar Ghosh (2) Sri Prasanta Kumar Ghosh (3) Sri Sukumar Ghosh (4) Sri Dilip Kumar Ghosh (5) Sri Pradiip Kumar Ghosh and (6) Sri Asit Kumar Ghosh after having joint ownership of aforesaid property recorded their names in L.R. settlement under L.R. Khatian nos, as follows:

<u>Name of the owners</u>	<u>Khatian nos.</u>
1. Sunil Kumar Ghosh	12232/1,
2. Prasanta Kumar Ghosh	6300/1
3. Sukumar Ghosh	11903/1
4. Dilip Kumar Ghosh	4209/1
5. Pradiip Kumar Ghosh	5988/1
6. Asit Kumar Ghosh	1000/1

**5.5.1 Demise of Dayal Dasi @ Dayal Bala Ghosh :**

AND WHEREAS the said Dayal Dasi @ Dayal Bala Ghosh died intestate, leaving behind her six sons namely (1) Sunil Kumar Ghosh, (2) Prasanta Kumar Ghosh, (3) Sukumar Ghosh, (4) Dilip Kumar Ghosh, (5) Pradiip Kumar Ghosh & (6) Asit Kumar Ghosh, as her legal heirs and successors in respect of her property, measuring 2.5 (two point five) decimals more or less out of 5 (five) decimals in R.S. Dag no. 6492/26672 & R.S. Dag no. 6492 under R.S. Khatian no. 5332.

**5.5.2 Demise of Gouri Dasi @ Prova Ghosh @ Gouri Prova Ghosh:**

WHEREAS the said Gouri Dasi @ Prova Ghosh @ Gouri Prova Ghosh, died intestate without any issue, according to Hindu Succession Act, her property measuring 2.5 (two point five) decimals more or less out of 5 (five) decimals in R.S. Dag no. 6492/26672 & 6492 under R.S. Khatian no. 5332, devolved upon her own sister's sons namely (1) Sunil Kumar Ghosh (2) Prasanta Kumar Ghosh (3) Sukumar Ghosh (4) Dilip Kumar Ghosh (5) Pradiip Kumar Ghosh & (6) Asit Kumar Ghosh respectively.

**5.6. Registered Deed of Partition:**

WHEREAS thereafter due to inconvenience of joint holding in the aforesaid property said (1) Sunil Kumar Ghosh, as first party (2) Prasanta Kumar Ghosh, as second party, (3) Sukumar Ghosh, as third party (4) Dilip Kumar Ghosh, as fourth party (5) Pradiip Kumar Ghosh, as fifth party (6) Asit Kumar Ghosh, as sixth party amicably decided to partition the said property, thus a Deed of Partition was executed on 01.09.1999 which was registered on 03.09.1999 in the office of D.S.R. Nadia, Krishnanagar and recorded in Book no. 1, Volume no. .... Pages ..... to ..... Being Deed No. 3434 for the year 1999.



Ownership of Sunil Kumar Ghosh:

WHEREAS in accordance with the said registered Deed of Partition, bearing Deed No. 3434 for the year 1999, the said Sunil Kumar Ghosh, since deceased, the husband and father of the Landowners herein became the absolute owner of ALL THAT piece and parcel of (1) land measuring 9 (nine) decimals more or less, comprised in R.S. Dag no.6487 corresponding to L.R. Dag no. 9197 under R.S. Khatian no. 5333, L.R. Khatian nos 12232/1, 6300/1, 11903/1, 4209/1, 5988/1 & 1000/1 and also (2) land measuring 0.25 (zero point two five) decimal more or less, comprised in R.S. Dag no. 6492/26671, corresponding L.R. Dag no. 9193 under R.S. Khatian no. 5333, L.R. Khatian no. 12232/1, 6300/1, 11903/1, 4209/1, 5988/1 & 1000/1 in total land measuring 9.25 (NINE POINT TWO FIVE) decimals more or less in Mouza- Krishnanagar, J.L. No. 92, Re. Sa no....., present Touzi no. 7. Pargana Ukhada, P.S- Kotwali, within the local limits of Krishnanagar Municipality, under ward no. 5 formerly 4, Holding no. 152 at premises Jugal Kishor Saha Lane, District Nadia, Pin 741101, West Bengal, which is more fully described in the Schedule hereunder written.

5.7.1. Sunil Kumar Ghosh as recorded owner:

WHEREAS thereafter said Sunil Kumar Ghosh, after having absolute ownership and possession over the aforesaid property duly recorded his name in the records of L.R. Settlement in LR. Khatian no. 12232/1.

5.8. Ownership of the present Landowners:

WHEREAS while in absolute possession and ownership of the above mentioned property the said Sunil Kumar Ghosh died intestate on 04.01.2019, leaving behind his wife Smt. Kabita Ghosh the owner no.1 and his only son Shri Sujit Ghosh the owner no.2 herein as his legal heirs and successors in interest and in respect of his aforementioned property left by him according to the Hindu Succession Act, 1925.

AND WHEREAS thus on the basis of the above mentioned facts and circumstances and on the basis of the inheritance, the Landowners herein became the absolute joint owners of all that piece and parcel of (1) land measuring 9 (nine) decimals more or less, comprised in R.S. Dag no. 6487, corresponding to L.R. Dag no. 9197 under R.S. Khatian no.5333, LR. Khatian no.12232/1, 6300/1, 11903/1,4209/1, 5988/1, & 1000/1 and also (2) land measuring 0.25 (zero point two five) decimals more or less comprised in R.S. Dag no.6492/26671, corresponding to L.R. Dag no. 9193 under R.S. Khatian no. 5333, L.R. Khatian no. 12232/1, 6300/1, 11903/1,4209/1, 5988/1, & 1000/1 in total land measuring 9.25 (nine point two five) decimals more or less in Mouza Krishnanagar, J.L.no. 92, Re. Sa no....., present Touzi no. 7, Pargana Ukhada, P.S- Kotwali, within the local limits of Krishnanagar Municipality, under ward no. 5 formerly 4, Holding no. 152 at premises Jugal Kishor Saha Lane, District Nadia, Pin 741101, West Bengal

6. DESIRE OF DEVELOPMENT & ACCEPTANCE & REGISTERED DEVELOPMENT POWER OF ATTORNEY:

6.1 Desire of Development & Acceptance: The said Smt. Kabita Ghosh and Shri Sujit Ghosh the Landowners herein jointly desire to develop the aforesaid plots measuring 9.25 (nine point two five) decimals more or less which is more fully described in the First Schedule hereunder written by



...ecting multistoried building on the said plot of land and make several flats, Garages, Shops and the present Developer accepted the said proposal and the present Landowners have decided to enter into the present Development Agreement with the Developer herein for the said plot of land, which is mentioned above and explicitly described in the First Schedule hereunder written.

6.2 **Registered Development Power of Attorney:** For the smooth running of the said project, the Landowners herein agreed to execute Registered Development Power of Attorney after Registered Development Agreement, by which the Landowners herein have appointed and nominated the Developer herein, as their Constituted Attorney.

7. **DEFINITION:**

7.1. **Building/s:** Shall mean multi storied building/s so to be constructed on the Scheduled property, which is more fully described in the First Schedule hereunder written, on the basis of sanctioned building plan so to be sanctioned by the concerned authority/authorities.

7.2. **Common Facilities and Amenities:** Shall mean entrance of the building/s, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance and management of the said building/s by all occupiers of the building/s.

7.3. **Saleable Space:** Shall mean the space within the building/s, 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.

7.4. **Landowners' Allocation:** Shall mean the consideration against the project by the Landowners, which is more fully described in second Schedule written hereunder.

7.5. **Developer's Allocation:** Shall mean all the remaining area of the proposed multi storied building/s excluding Landowners' Allocation including the proportionate share of common facilities, common parts and common amenities of the building/s, which is more fully described in the Third schedule written herein below.

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

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

7.8. **Building plan:** Shall mean sanctioned plan so to be sanctioned by the concerned authority and/or such plan or revised sanctioned plan for the construction of the multistoried building/s, which will be sanctioned by the concerned authority for construction of the building/s, including its modifications and alterations.

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