

0501-2590/2020

J-050/02433/20

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

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2020

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District Sub-Register
Howrah
District Sub-Registrar-I
Howrah

03 AUG 2020

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 3rd day of August, two thousand twenty BETWEEN 1. SRI SOURAV KUMAR BORAL @ SOURAV BORAL (PAN-AEOPB8556N) (AADHAAR NO. 454543232445) son of Late Biswanath Boral, by occupation Business ;

Handwritten signature/initials

2. SRI RAHUL BORAL (PAN - BFCPB2491C) (AADHAAR NO. 404750671633) son of Sri Sourav Kumar Boral @ Sourav Boral by occupation Business;

3. SMT. RUMA BORAL (PAN - ADWPB9615K) (AADHAAR NO. 262815772028) wife of Sri Sri Sourav Kumar Boral @ Sourav Boral by occupation Household Duties, all are by faith Hindu, by Nationality Indian residing at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India herein after called and referred to as the **LAND OWNERS/FIRST PARTIES** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, legal representatives, successors-in-interest, executors, administrators, and assigns etc.) the parties of the **FIRST PART**.

AND

M/S. S.R. GROUP & DEVELOPER (PAN - ADXFS7794P) a partnership firm being incorporated under the Partnership Act 1956 having its office at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India being represented by its partners viz.

1. SRI SOURAV KUMAR BORAL @ SOURAV BORAL (PAN-AEOPB8556N) (AADHAAR NO. 454543232445) son of Late Biswanath Boral,

2. SRI RAHUL BORAL (PAN - BFCPB2491C) (AADHAAR NO. 404750671633) son of Sri Sourav Kumar Boral @ Sourav Boral both are by faith Hindu, by occupation Business, by Nationality Indian residing at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India, hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which expression shall unless excluded by or repugnant to the subject or

context be deemed to include its heirs, legal representatives, successors-in-interest, executors, administrators, and assigns) party of the **SECOND PART.**

WHEREAS ALL THAT piece and parcel of **one compact plot of Rayata Dakhal Swatwiya Bastu land** containing an area of land admeasuring 17(seventeen) cottahs 15 (fifteen) chittaks 41 (forty one) Sqft. or 29.74 decimals **as per physical measurement 18 (eighteen) Cottahs 02 (two) chittaks 15 (fifteen) Sqft. or as per ROR (L.R.) 30 decimals TOGETHER WITH** R.T. Shed structure delineated and demarcated on the map or plan annexed hereto marked with plot Nos. "A", "A1"; "B", "B-1" & "C" comprised in R.S. Dag Nos. 788, 789 & 781, corresponding to L.R. Dag Nos. 858, 857 & 850 respectively under L.R. Khatian No. 4690 deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively **AND L.R. Khatian No 3994** deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively **AND L.R. Khatian No. 3913** deriving from L.R. Khatian No. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet, District Howrah 711302 with all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side and partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage on the North East Corner towards West to East & South to North of this plot of land within the territorial Jurisdiction of District Sub Registrar - I, Howrah and Additional District Sub Registrar Ranihat, morefully specifically mentioned in the **FIRST SCHEDULE** herein under below and referred to as the **TOTAL PROPERTY** hereinafter called the **SAID PROPERTY FOR DEVELOPMENT.**

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AND WHEREAS by virtue of a Registered Deed of Sale on 18th day of May, 2011 which is recorded in the Book No. 1, CD Volume No. 5, Pages from 1602 to 1612 Being No. 02185 for the year 2011 in the office Additional District Sub Registrar at Ranihati Howrah, the present Land owner the Party No.1 **SRI SOURAV KUMAR BORAL** @**SOURAV BORAL** has purchased a plot of Bagan land admeasuring **04 (four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. as per physical measurement or 08 decimals marked with Plot No. "A" comprised in R.S. Dag No. 789 corresponding to L.R. Dag No. 858 under L.R. Khatian No. 576 of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet, District Howrah 711302 with all sorts of easementary right from his Vendor Sri Khagendra Nath Ghosh son of late Guiram Ghosh of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat and whereas by virtue of another Registered Deed of Sale on 26th day of June, 2015 in the office Additional District Sub Registrar at Ranihati Howrah duly recorded in the Book No. 1, Volume No. 0503-2015, Pages from 13731 to 13751 Being No. 050302705 for the year 2015 in the office Additional District Sub Registrar at Ranihati Howrah, he has also purchased a Plot of Danga land admeasuring **02(two) cottahs 01 (one) chittak 05 (five) Sqft. or 3.42 decimals as per Physical measurement 02(two) cottahs 06 (six) chittak 32 (thirty two) Sqft. marked with Plot No. "A1" comprised in R.S. Dag No. 788 corresponding to L.R. Dag No. 857 under L.R. Khatian Nos. 95,167, 2657 & 228 respectively of the aforesaid Mouza, Police Station and Panchayet in the District Howrah 711302 with all sorts of easementary right of partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide****

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common passage on the Northern side from his Vendors 1. Smt. Minati Kongar wife of Late Adhir Chandra Kongar, 2. Sri Palash Kongar son of Late Adhir Chandra Kongar, 3. Smt. Jhumpa Ghosh wife of Sri Amit Ghosh, 4. Smt. Rumpa Panja wife of Sri Malay Panja both are daughters of Late Adhir Chandra Kongar, 5. Sri Asit Chandra Kongar, 6. Sri Samarendra Nath Kongar and 7. Sri Amrita Lal Kongar Nos. 5 to 7 sons of late Sailendra Nath Kongar all are resident of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat.

AND WHEREAS by virtue of aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Sourav Kumar Boral @ Sourav Boral** has become absolute owner and occupier in respect of Bagan land & Danga land being total admeasuring **06 (six) cottahs 14 (fourteen) Chattaks 24 (twenty four) Sqft. or 11.42 decimals as per physical measurement 07 (seven) cottahs 04 (four) chittaks 06(six) Sqft.** delineated and demarcated on the map or plan annexed hereto marked with **Plot Nos. "A" & "A1"** in the aforesaid two Dags comprised in R.S. Dag No.789 & 788 corresponding to **L.R. Dag Nos. 858 & 857** respectively under L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within the area of Jhorehat Gram Panchayet at present Banupur - II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side of this plot of land.

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AND WHEREAS by virtue of a Registered Deed of Sale on 24th day of June, 2014 which is recorded in the Book No. 1, CD Volume No. 8, Pages from 2402 to 2415 Being No. 02671 for the year 2014 in the office Additional District Sub Registrar at Ranihati Howrah, the present **Land Owner Party No.2 SRI RAHUL BORAL** has purchased a plot of Bagan land admeasuring **04 (four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. as per physical measurement or 08 decimals** marked with Plot No. "B" comprised in R.S. Dag No. 789 corresponding to L.R. Dag No. 858 under L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail with in the area of Jhorehat Gram Panchayet at present Banupur - II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of 12' feet wide common passage South to North at the middle portion on the Northern side from his Vendors 1. Smt. Dipali Ghosh wife of late Balai Ghosh 2. Sri Dilip Ghosh 3. Sri Sudip Ghosh both are sons of Late Balai Ghosh 4. Smt. Anju Adhikary wife of Sri Sushanta Adhikari 5. Smt. Manju Maity wife of Sri Tapan Maity both are daughters of Late Balai Ghosh 6. Smt. Menoka Ghosh wife of Late Haladhar Ghosh 7. Shyamali Ghosh 8. Kalplana Ghosh 9. Sri Biswanath Ghosh Nos. 6 to 9 daughters and son of Late Haladhar Ghosh 10. Smt. Aloka Roy wife of Sri Asim Roy 11. Smt. Chaina Das wife of Sri Shukdeb Das both are daughters of Late Haladhar Ghosh of Jhorehat, Sankrail, Howrah through their lawful attorney (Registered General Power of Attorney Deed No. 00262 dated 19.05.2011 vide Book No. IV, Volume No. 1, Pages from 2520 to 2532 for the year 2011 of ADSR Ranihati Howrah) **Sri Sourav Boral** son of late Biswanath Boral of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat **and whereas**

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by virtue of another Registered Deed of Sale on 26th day of June, 2015 which is recorded in the Book No. 1, Volume No. 0503-2015, Pages from 13699 to 13716 Being No. 050302703 for the year 2015 in the office Additional District Sub Registrar at Ranihati Howrah, he has also purchased a Plot of Danga land admeasuring **01(one) cottah 06 (six) chittaks 24 (twenty four) Sqft. or 2.32 decimals as per Physical measurement 01(one) cottah 03 (three) chittaks 16 (sixteen) Sqft.** marked with Plot No. "B-1" comprised in R.S. Dag No. 781 corresponding to L.R. Dag No. 850 under L.R. Khatian No. 933 of the aforesaid Mouza, Police Station and Panchayet in the District Howrah 711302 with all sorts of easementary right of partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner from his Vendor Sri Tushar Kanti Ghosh son of Balai Chandrta Ghosh of Jhorehat, Sankrail, Howrah along with the Consent Parties No. 1. Smt. Minati Kongar wife of Late Adhir Chandra Kongar, 2. Sri Palash Kongar son of Late Adhir Chandra Kongar, 3. Smt. Jhumpa Ghosh wife of Sri Amit Ghosh, 4. Smt. Rumpa Panja wife of Sri Malay Panja both are daughters of Late Adhir Chandra Kongar, 5. Sri Asit Chandra Kongar, 6. Sri Samarendra Nath Kongar and 7. Sri Amrita Lal Kongar Nos. 5 to 7 sons of late Sailendra Nath Kongal all are resident of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat.

AND WHEREAS by virtue of aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Rahul Borai** has become absolute owner and occupier in respect of Bagan land & Danga land being total admeasuring **06 (six) cottahs 03**

(three) Chittak 43 (forty three) Sqft. or 10.32 decimals as per physical measurement 06 (six) cottahs 00 (zero) Chittak 35 (thirty five) Sqft. delineated and demarcated on the map or plan annexed hereto marked with Plot Nos. "B" & "B1" in the aforesaid two Dags comprised in R.S. Dag Nos. 789 & 781 corresponding to L.R. Dag Nos. 858 & 850 respectively under L.R. Khatian Nos. 1539, 2875 & 933 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail with in the area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side and partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner of this plot of land.

AND WHEREAS by virtue of a Registered Deed of Sale on 24th day of June, 2014 which is recorded in the Book No. 1, CD Volume No. 8, Pages from 2388 to 2401 Being No. 02670 for the year 2014 in the office Additional District Sub Registrar at Ranihati Howrah, the present Land owner Party No.3 SMT. RUMA BORAL has Purchased a plot of Bagan land admeasuring 04(four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. or 08 decimals as per physical measurement delineated and demarcated on the map or plan annexed hereto marked with Plot No. "C" comprised in R.S. Dag No. 789 corresponding to L.R. Dag No. 858 under L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail with in the area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 with

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all sorts of easementary right attached thereto from her Vendors 1. Smt. Dipali Ghosh wife of late Balal Ghosh 2. Sri Dillip Ghosh 3. Sri Sudip Ghosh both are sons of Late Balal Ghosh 4. Smt. Anju Adhikary wife of Sri Sushanta Adhikari 5. Smt. Manju Maity wife of Sri Tapan Maity both are daughters of Late Balal Ghosh 6. Smt. Menoka Ghosh wife of Late Haladhar Ghosh 7. Shyamali Ghosh 8. Kalplana Ghosh 9. Sri Biswanath Ghosh Nos. 6 to 9 daughters and son of Late Haladhar Ghosh 10. Smt. Alok Roy wife of Sri Asim Roy 11. Smt. Chaina Das wife of Sri Shukdeb Das both are daughters of Late Haladhar Ghosh of Jhorehat, Sankrail, Howrah through their lawful attorney (Registered General Power of Attorney Deed No. 00262 dated 19.05.2011 vide Book No. IV, Volume No. 1, Pages from 2520 to 2532 for the year 2011 of ADSR Ranihati Howrah) **Sri Sourav Borai** son of late Biswanath Borai of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat.

AND WHEREAS by virtue of the aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Sourav Kumar Borai @ Sourav Borai** being absolute owner and occupier has mutated & recorded his name in the present Settlement Land Reforms Record of Rights in respect of the said respective purchased properties in the office of the Block Land and Land Reforms Officer, Sankrail Howrah published in the Separate **L.R. Khatian No. 4690 of L.R. Dag No. 857 as 04 decimals Danga Land** according to share 0.1132 out of total 30 decimals Danga Land and another **L.R. Dag No. 858 as 08 decimals Bagan Land** according to share 0.3333 out of total 24 decimals Bagan Land and also recorded the said properties in his name in the record of Banapur-II Gram Panchayet and subsequently the said **4 decimals**

Danga land was converted into **Bastu land** vide Memo No. X/S-29/559/1(2)/ SANK/16 dated 15.04.2016 and the said another plot of **08 decimals Bagan land** was also converted into **Bastu land** vide Memo No. X/S-29/1482/1(3)/SANK/15 dated 02.06.2015 and thereby he has been possessing the said property at his own right title and interest by paying rents and taxes before the competent authority and enjoying the same without any interruption from any corner whatsoever with **FREE FROM ALL ENCUMBRANCES**.

AND WHEREAS by virtue of the aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Rahul Borai** being absolute owner and occupier has mutated & recorded his name in the present Settlement Land Reforms Record of Rights in respect of the said respective purchased properties in the office of the Block Land and Land Reforms Officer, Sankrail Howrah published in the Separate L.R. Khatian No. 3994 of L.R. Dag No. 850 as **02 decimals Danga Land** according to share 0.0431 out of total 55 decimals Danga Land **AND** another L.R. Dag No. 858 as **08 decimals Bagan Land** according to share 0.3333 out of total 24 decimals Bagan Land and also recorded the said property in his name in the record of Banupur-II Gram Panchayet and subsequently the said **02 decimals Danga Land** was converted into **Bastu land** vide Memo No. X/S-29/558/1(2)/SNK/16 dated 15.04.2016 **AND** the said another plot of **08 decimals Bagan land** was also converted into **Bastu land** vide Memo No. X/S-29/1588/1(3)/SNK/15 dated 19.06.2015 and thereby he has been possessing the said property at his own right title and interest by paying rents and taxes before the competent authority and enjoying the same without any interruption from any corner whatsoever with **FREE FROM ALL ENCUMBRANCES**.

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AND WHEREAS by virtue of the aforementioned said Registered Deed of Sale in the manner as aforesaid **Smt. Ruma Borai** being absolute owner and occupier has mutated & recorded her name in the present Settlement Land Reforms Record of Rights in respect of the said respective purchased property in the office of the Block Land and Land Reforms Officer, Sankrail Howrah published in the Separate **L.R. Khatian No. 3913 of L.R. Dag No. 858 as 08 decimals Bagan Land** according to share 0.3334 out of total 24 decimals Bagan Land and also recorded the said property in her name in the record of Banupur-II Gram Panchayet and subsequently the said **08 decimals Bagan land** was converted into **Bastu land** vide Memo No. X/S-29/1483/1(3)/SNK/15 dated 02.06.2015 and thereby she has been possessing the said property at her own right title and interest by paying rents and taxes before the competent authority and enjoying the same without any interruption from any corner whatsoever with **FREE FROM ALL ENCUMBRANCES.**

AND WHEREAS the present Land owners have already obtained a (G+IV) storied sanctioned residential building plan marked as "**BLOCK -A**" & "**BLOCK -B**" for construction of the said buildings at L.R. Dag Nos. 850, 857 & 858 under L.R. Khatian Nos. 3913, 3994 & 4690 J.L. No. 30, Mouza - Jhorehat, Police Station Sankrail, Gram Panchayet Banupur - II, District Howrah form Howrah Zilla Parishad vide Memo No.195/032/HZP/EP/PS-24 dated 01.10.2019 Sanctioned & issued by the District Engineer.

AND WHEREAS on the strength of **five separate Registered Deed of Sale** in the manner as aforesaid, the present **LANDOWNERS NO. 1 SRI SOURAV KUMAR BORAL @ SOURAV**

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BORAL, 2. SRI RAHUL BORAL & 3. SMT. RUMA BORAL have been possessing in their respective separate demarcated portion which are contiguous and/or adjoining to each other and as the said properties of the first parties being adjacent properties, the parties have jointly, mutually agreed and or unanimously decided to Develop their respective properties by raising construction of (G+IV) five multistoried building as upon their said land as per aforementioned sanctioned plan marked therein as **"BLOCK -A" & "BLOCK -B"** for the sake of better convenience of development of the aforesaid properties and as such the said land owners have mutually amalgamated their said respective properties i.e. 5(five) plots of land delineated and demarcated on the map or plan annexed hereto marked with Plot Nos. **"A", "A1", "B", "B1" & "C"** have merged into one compact plot of **Rayata Dakhali Swatwiya Bastu** land containing an area of Land admeasuring 17 (seventeen) cottahs 15 (fifteen) chittaks 41 (forty one) Sqft. or 29.74 decimals as per physical measurement 18 (eighteen) Cottahs 02 (two) chittaks 15 (fifteen) Sqft. or as per ROR (L.R.) 30 decimals comprised in R.S. Dag Nos. 789, 788 & 781, corresponding to L.R. Dag Nos. 858, 857 & 850 respectively under L.R. Khatian No. 4690 deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively **AND L.R. Khatian No. 3994** deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively **AND L.R. Khatian No. 3913** deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No.30, Police Station Sankrail with in area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side and partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide

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common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner of this plot of land by executed a **Deed of Amalgamation** on 3rd day of August 2020 registered before the office of the District Sub Registrar Office Howrah-I duly recorded in the Book No. 1, Being No. 050102430 for the year 2020.

AND WHEREAS in the above circumstances, by virtue of aforementioned Registered Deed of Amalgamation the properties mentioned in the **FIRST SCHEDULE, SECOND SCHEDULE AND THIRD SCHEDULE** have been amalgamated and/or consolidated and become one amalgamated propriety mentioned in the **FOURTH SCHEDULE** which will be treated and considered as one **COMPACT A UNIT**, the owners shall have entitled jointly transferable right & interest in respect of the aforementioned amalgamated properties **ALL THAT one compact plot of Rayata Dakhal Swatwiya Bastu land** containing an area of land admeasuring 17 (seventeen) cottahs 15 (fifteen) chittaks 41 (forty one) Sqft. or 29.74 decimals as per physical measurement 18 (eighteen) Cottahs 02 (two) chittaks 15 (fifteen) Sqft. or as per ROR (L.R.) 30 decimals delineated and demarcated on the map or plan annexed hereto marked with Plot Nos. "A", "A1", "B", "B1" & "C" comprised in R.S. Dag Nos. 789, 788 & 781, corresponding to L.R. Dag Nos. 858, 857 & 850 respectively under L.R. Khatian No. 4690 deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively **AND L.R. Khatian No. 3994** deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively **AND L.R. Khatian No. 3913** deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L No. 30, Police Station Sankrail with in area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of 12' feet wide common passage

towards South to North at the middle portion on the Northern side and partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner of this plot of land, morefully specifically described in the **FIRST SCHEDULE** hereinunder written hereinafter referred to as the **TOTAL PROPERTIES** and having got joint right title interest to execute any kind of transfer either by sale or by any other manner whatsoever with **FREE FROM ALL ENCUMBRANCES**.

AND WHEREAS that the present Land owners party of the First Part herein expresses their desire to develop their aforementioned a compact plot of Bastu land admeasuring 17 (seventeen) cottahs 15 (fifteen) chittaks 41 (forty one) Sqft. or 29.74 decimals as per physical measurement 18 (eighteen) Cottahs 02 (two) chittaks 15 (fifteen) Sqft. or as per ROR (L.R.) 30 decimals comprised in R.S. Dag Nos. 789, 788 & 781, corresponding to L.R. Dag Nos. 858, 857 & 850 respectively under L.R. Khatian No. 4690 deriving from L.R. Khatian Nos. 576, 95, 167, 2657, & 228 respectively AND L.R. Khatian No. 3994 deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively AND L.R. Khatian No. 3913 deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No.30, Police Station Sankrail with in area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 wiht all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side and partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage towards West to

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East & South to North on the North East Corner of this said plot of land, morefully described in the **FIRST SCHEDULE** hereinunder written by constructing a (G+IV) five multistoried buildings marked as "**BLOCK- A**" & "**BLOCK-B**" containing several independent flats and car parking spaces etc. as per aforementioned sanctioned plan for residential purpose thereon but they have/had no financial capacity and technical knowledge to fulfill their said dream they have approached and made a proposal to the Second Party/DEVELOPER orally to construct the said proposed (G+IV) multi-storied buildings marked as "**Block - A**" & "**Block - B**" on their aforesaid land at the costs and expenses of the DEVELOPER according to the said sanctioned building plan issued by the Howrah Zilla Parishad;

AND WHEREAS party of the Second Part present Developer has accepted such oral proposal of the First Parties/Land Owners and the Developer has agreed to construct the proposed (G+IV) multi-storied buildings marked as **Block-"A"** & **Block-"B"** on the said area of land, as morefully described in the FIRST SCHEDULE hereinunder, and on the basis of terms and conditions the said Developer has done and performed several acts and jobs in connection with the FIRST SCHEDULE property at their own costs & expenses;

AND WHEREAS both the Parties of the FIRST PART and THE SECOND PART have understood and decided that the said terms and conditions are required to be reduce in writing to avoid all sorts of future complications and disputes and accordingly they have executed this written **Agreement for Development** on this 3rd day of August in the year 2020 and for the smooth running of the said project, the Land owners herein agreed to execute jointly a

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Registered Development General Power of Attorney after Registered Development Agreement, by which the Land owners herein have appointed and nominated the said Developer Party of the Second Part **M/S.S.R.GROUP & DEVELOPER** a partnership firm represented by its partners viz. **1. SRI SOURAV KUMAR BORAL @ SOURAV BORAL & 2. SRI RAHUL BORAL** of Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302 as their constituted attorney to act on behalf of the land owners.

ARTICLE -I :

1. COMMENCEMENT

1.1 This Agreement shall be deemed to have been commenced on and with effect from the date of its execution.

ARTICLE -II :
DEFINITIONS

2. IN THESE PRESENTS UNLESS THERE IS ANYTHING CONTRARY AND/OR REPUGNANT THE FOLLOWING HAVE THE MEANINGS AND EXPRESSIONS AS FOLLOWS:

2.1 OWNERS : The Owners shall mean **1. SRI SOURAV KUMAR BORAL @ SOURAV BORAL** son of Late Biswanath Boral, **2. SRI RAHUL BORAL** son of Sri Sourav Kumar Boral **3. SMT. RUMA BORAL** wife of Sri Sourav Kumar Boral @ Sourav Boral all are residing at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India, and their respective heirs, executors, administrators, legal representatives and assigns.

2.2 DEVELOPER : The Developer shall mean **M/S. S.R. GROUP & DEVELOPER** a partnership firm being incorporated under the Partnership Act 1956 having its office at Village and Post

Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India being represented by its partners viz. **1. SRI SOURAV KUMAR BORAL @ SOURAV BORAL** son of Late Biswanath Boral, **2. SRI RAHUL BORAL** son of Sri Sourav Kumar Boral both are residing at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India, and its successors, successors-in-office, representatives and assigns.

- 2.3 PREMISES :** The premises shall mean **ALL THAT** piece or parcel of total **one compact plot of Rayata Dakhall Swatwlya Bastu land** containing an area of land admeasuring 17 (seventeen) cottahs 15 (fifteen) chittaks 41 (forty one) Sqft. or 29.74 decimals as per physical measurement 18 (eighteen) Cottahs 02 (two) chittaks 15 (fifteen) Sqft. or as per ROR (L.R.) 30 decimals delineated and demarcated on the map or plan annexed hereto marked with Plot Nos. "A", "A1", "B", "B1" & "C" comprised in R.S. Dag Nos. 789, 788 & 781, corresponding to L.R. Dag Nos. 858, 857 & 850 respectively under L.R. Khatian No. 4690 deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively AND L.R. Khatian No. 3994 deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively AND L.R. Khatian No. 3913 deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L No. 30, Police Station Sankrail with in area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side and partly 6' feet wide common passage on the Eastern side towards South to North connected

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with the 12' feet wide common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner of this plot of land within the territorial Jurisdiction District Sub Registrar - Howrah, Additional District Sub Registrar - Domjur, Howrah.

- 2.4 BUILDING :** shall mean and include the new proposed the (G+IV) five multistoried buildings marked as "BLOCK -A" & "BLOCK - B" consisting of several flats/units, car parking space/garage and other structure to be constructed after demolition the existing building standing thereon upon the aforesaid premises in the First Schedule hereunder Written in accordance with the Building Plan as would be sanctioned by the Howrah Zilla Parishad at the cost of Developer.
- 2.5 DATE OF DELIVERY :** Shall mean and include the date of which after obtaining the Sanctioned building plan the owners shall handover the possession of the property to the Developer for starting the construction work of the multistoried building at the said property.
- 2.6 THE UNIT :** shall mean self contained flat/car parking space/garage etc. with proportionate share of land underneath of the apartment in the premises including all fittings and fixture therein and common spaces in the said premises thereto agreed to be constructed.
- 2.7 THE ARCHITECT :** shall mean such architect or architects of a firm appointed by the **DEVELOPER**/Promoter as architect for the building plan on the said premises who shall authenticate the building plan or supervise the building as per existing law prevailing in the state in accordance with law.
- 2.8 OWNERS' ALLOCATION :** shall mean 30% of built up area including car parking area out of total constructed proposed to be

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constructed (G+IV) five multistoried Buildings marked as "Block - A" & "Block - B" on the aforesaid land at the said premises in accordance with the building plan to be sanctioned by the Howrah Zilla Parishad which is to be allotted towards the full and final consideration against the said land out of which entire **Fourth floor** admeasuring **3858 sqft.** built up area of "Block -A" AND entire **Second floor** admeasuring **3572 sqft.** built up area of "Block -B" AND Flat No. 301 on the **Third floor** admeasuring **690 Sqft.** built up area of "Block-A" and flat No. 403 on the **Fourth floor** admeasuring **800 Sqft.** built up area of "Block-B" AND Car Parking space area admeasuring **927 Sqft.** built up area **Western Side** on the Ground floor of "Block-A" and Car Parking Space area Admeasuring **930 Sqft.** built up area **Southern Side** on the Ground floor of "Block-B" together with undivided impartible proportionate share in the land including the proportionate share of common parts, facilities and amenities of the building which is morefully described in the **SECOND SCHEDULE** herein underwritten attached thereto to be completed in all respect in habitable condition as per specification given in the **FOURTH SCHEDULE** hereunder written.

2.9 DEVELOPER'S ASSOCIATION : shall mean **70%** the remaining total constructed area of building (save and except of the Owners' Allocation) to be constructed on the aforesaid land at the said premises together with undivided proportionate share in the land and in common areas and facilities and amenities of the building which is morefully described in the **THIRD SCHEDULE** herein under written inclusive roof of the building on prorata basis.

2.10 TIME : shall mean the construction proposed multistoried Building shall be positively completed and handover owners' allocation (morefully described in the Second Schedule hereunder written) within **36 (thirty six) months** from the date of starting

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- the construction work and/or after obtaining of Sanctioned/ revised Building Plan to be sanctioned by the Howrah Zilla Parishad whichever is later. The time is essence of this contract.
- 2.11 ASSOCIATION** : shall mean the Association to be formed by the Developer and land **OWNERS** with the all **FLAT-OWNERS** for the common purpose.
- 2.12 BUILT UP AREA (for any Individual Unit)**: Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said Unit.
- 2.13 COVERED AREA (for any Individual Unit)** : Here covered area means total built up area for any unit plus proportionate share of stairs, lobby, lift and lift area (if any).
- 2.14 SUPER BUUILT UP AREA (for any Individual Unit)** : Here super built up area means the total covered area plus 20% service area.
- 2.15 SPECIFICATION** : shall mean the various materials and/or specifications with such addition alteration and/or modification as may be recommended by the Architect.
- 2.16 CONSTRUCTION AREA** : shall mean the total constructible areas as may be sanctioned by the Howrah Zilla Parishad.
- 2.17 PARKING SPACE** : shall mean covered space meant for parking cars in the ground floor of the buildings for parking of motor car allotted to the respective purchaser subject to the payment by the purchaser to the Developer in respect thereof.

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2.18 THE ADVOCATE: shall mean Sri Prasanta Kumar Pal, Advocate, Judges' Court Howrah has been appointed by the owners & developer as the Advocate for project for preparation of necessary agreement for sale, Deed of Conveyance and any other instruments for transfer of the flat/units in the Building/apartment an arranging for execution and registration Deed thereof and also for making all other such documents required for any other purposes such maintenance agreement etc. relating to the common purposes.

2.19 COMMON EXPENSES : shall mean expenses of administrator maintenance of above stated service company & also for any replacement, white washing, rebuilding, reconstruction, decorating , lighting the common portions & common areas & all other expenses & outgoing being paid to the developer or otherwise as deemed by the developer to be necessary or incidental to & for regulating interest & right of the transferee and/or purchasers in their respective proportions.

2.20 COMMON FACILITIES AND AMENITIES : shall mean include the common portion the areas facilities and amenities in the building meant for common use the corridors, hall-ways, lift, passage-ways, drive-ways, common lavatories, roof of the building, pump room, tube-wells, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance up keep and/or proper management of the building.

2.21 OWNERSHIP : shall mean the right, title and interest in the said flat/unit to be vested or transferred in the PURCHASER'

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name in lawful and absolute right of transfer or deal with the said flat in any way and/or manner.

2.22 MAINTENANCE CHARGE : shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the all Flat Owners & occupiers of the said building.

2.23 SALEABLE SPACE : shall mean the space or spaces in the building or buildings available for independents use and occupation with due provision for common facilities and the space required thereof.

2.24 BUILDING PLAN : shall mean such plan plans elevation designs, drawings and specifications prepared by the architect for the construction of the (G+IV) five multistoried buildings of "BLOCK -A" & "BLOCK - B" and sanctioned by the Zilla Parishad of the maximum permissible floor area ration available under the building Rules and Laws and shall include any amendments thereto and/or modification/alteration thereof as may be made by the Developer with the approval of the owners from time to time.

2.25 TRANSFEREE : shall mean the person/s, firm, Limited Company, Association or persons to whom any space other than the building would be transferred.

2.26 TRANSFER : With the Grammatical variations shall mean transfer by means of conveyance and shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space with undivided interest in land proportionate to be area of the Flat and the right to use in common spaces multi-storied building to intending Purchaser thereof.

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- 2.27 WORDS :** *Importing singular shall include plural and vice-versa. Importing Masculine Gender shall include Feminine Gender likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing neuter gender shall including masculine and feminine genders.*
- 2.28 ACCIDENT OR MISHAPS :** *The Owners shall not be liable under any circumstances in case of any Accident or Mishaps to be cause during the period of the construction of the said building the Developer shall solely responsible for the same.*
- 2.29 TAX, LIABILITIES :** *The Owners shall not be liable to pay the tax liability in respect of selling the Flats, spaces, under Developer's Allocation.*

ARTICLE-III :

3. DECLARATION OF THE OWNERS

- 3.1** *The said property is not attached in any proceedings including certificate proceedings started by or at the instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or under the provisions of the Public Demands Recovery Act or otherwise and that no Certificate has been filed in the office of the Certificate Officer under the Provisions of the Public Demands Recovery Act and no step in execution of any certificate has been made or is pending at the instance of the Income Tax and/or wealth tax and/or Estate Duty Authorities and/or any other statutory authority or authorities.*
- 3.2** *That neither any notice has been issued or served under the public Demand Recovery Act to the Owners, nor has any such other notice been published.*

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- 3.3 That further the said property or any portion thereof is not affected by any notice of acquisition or requisition either by the Land Acquisition Collector under Land Acquisition Act and/or Rules framed there under or by any public or private body by or under the provisions of any Act or otherwise.
- 3.4 That there is no litigation over the said property pending in any court of Law or Tribunal or any other office or offices **AND** they declared that the said property is not a "**DEBOTTAR**" "**PIROTTAR**" or "**DEITY**" property **AND** they further declared that there is no arrear liability for payment of any Tax and/or any other tax or taxes in respect of the said property.
- 3.5 That the owners hereby confirm and declare that the First Schedule property is **FREE FROM ALL ENCUMBRANCES**, liens, charges, mortgages, lease, court or other attachments, lispendences, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims from third parties which are in any way detrimental to the interest of the Developer.
- 3.6 That the owners hereby assure the Developer that all taxes and levies on the First Schedule property and any other charges thereto have been paid up to date and arrears if any till the date of this agreement shall be duly paid by them.
- 3.7 That they will at the request and costs of the Developer do or execute or cause to be done or executed all such lawful, acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property/land mentioned

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herein above and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed.

ARTICLE-IV :

4. OWNER'S RIGHT AND REPRESENTATION

4.1 INDEMNIFICATION REGARDING POSSESSION & DELIVERY:

The owners are now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that the entirety of the premises morefully and particularly described in the part of the **FIRST SCHEDULE** hereunder written the projected property in as it is condition and deliver physically as well as identical possession to the developer to develop the projected property.

4.2 The owners are fully competent to enter into this Agreement.

4.3 FREE FROM ENCUMBRANCES : The owners also Indemnify the projected property is **FREE FROM ALL ENCUMBRANCES**, charges, liens, lispences attachments, trusts, acquisition, requisition whatsoever or however and no suit or proceedings are pending in any court of law in respect of the said premises. There is no excess vacant land covered under urban Land Ceiling Act, 1976 as amended thereto and the owners have marketable title in respect of the **FIRST SCHEDULE** property.

ARTICLE-V :

5. OWNER'S OBLIGATION & INDEMNITY

5.1 The owners hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction

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of the new building or buildings at the said premises by the Developer.

5.2 The owners hereby agree and covenant with the Developer not to do any act or Deed or thing whereby the Developer may be prevented from selling and/or disposing of any part of the Developer's Allocation in the new building or buildings to be constructed at the said premises.

5.3 The owners hereby agree and covenant with the Developer not to let out, mortgage, and/or charge the said premises or any portion thereof during the period of construction.

HOWEVER, the owners shall always have the right to enter into agreement for let out sale/lease, mortgage, charge and transfer in respect of their allocation more fully mentioned in the Second Schedule hereunder written.

5.3 The owners shall cause to be joined such person or persons, as a vendors as may be required by the Developer in the Agreement for sale and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation.

5.5 The owners shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building or buildings and for effectuating the sale and/or transfer envisaged herein.

INDEMNITY :

i) The owners hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated/allotted space without any interference or disturbance provided that the Developer shall perform and fulfill the terms and conditions herein contained and/or its part to be observed and performed.

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- ii) The owners hereby undertakes to keep the Developer indemnified against all third party claims and actions against the said premises in respect of the owner's allocation at the said premises after taken over possession the owner allocation from the Developer.

ARTICLE-VI :

6. DEVELOPER'S RIGHT AND REPRESENTATION

- 6.1 AUTHORITY OF THE DEVELOPER :** The Developer shall have the authority to deal with the property in terms of this present Agreement or negotiate with any person or persons or enter into any contract or Agreement or borrow money or take advance against their allocation or acquired right under these agreements.
- 6.2 RIGHT OF CONSTRUCTION :** The owners hereby grant permission and exclusive right to the Developer to build new building upon the projected property.
- 6.3 CONSTRUCTION COST :** The Developer shall carry total construction work of the new building at its own cost and expensed and no cost shall be borne by the owners.
- 6.4 SALE PROCEEDS OF DEVELOPER'S ALLOCATION :** The developer shall have liberty to initiate the sale proceeds in respect of Developer's Allocation exclusively.
- 6.5 BOOKING & AGREEMENT FOR SALE :** Booking from intending purchasers for Developer's Allocation as per terms or the Development Agreement and the agreement with the intending purchasers will be signed by the Developer as a Constituted Attorney and on behalf of the owners. All the sale consideration of Developer's Allocation wholly will be taken by

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the Developer and shall issued money receipt in his concern name but without creating any liability on the owners.

- 6.6 SELLING RATE :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the owners.
- 6.7 PROFIT AND LOSS :** The Profit and Loss earned by the project will be entirely received or borne by the Developer and no amount will be adjusted from the owner's allocation on account of loss or vice versa on account of profit from Developer's allocation.
- 6.8 POSSESSION TO THE OWNERS :** On completion of the project the Developer will handover undisputed possession of the Owner's Allocation. Together with all rights of the common facilities and amenities to the owners and possession letter subsequently the Developer shall release from the owners. The owners will receive possession of their specific allocated areas i.e. Owner's allocation with full and final satisfaction.
- 6.9 POSSESSION TO THE INTENDING PURCHASERS :** On completion of the project the Developer will handover possession to the intending purchasers, possession letter will be signed by the Developer as Constituted Attorney of the owners in respect of the Developer's allocation.
- 6.10 DEED OF CONVEYANCE :** The Deed of Conveyance in respect of Developer's Allocation will be signed by the Developer on behalf of the owners as constituted Attorney and as Developer.

ARTICLE-VII :

7. DEVELOPERS'S OBLIGATION & INDEMNITY

- 7.1** The Developer hereby declares that construction of the proposed building shall be positively completed and handover

owner's allocation (morefully described in the **SECOND SCHEDULE** hereunder written) within **36 (thirty six)** months from the date of registration of this Development Agreement and the Power of Attorney in favour of the Developer and/or after delivery of possession of the said property by the owners for construction and/or from the date of starting the construction work and/or after obtaining of sanctioned revised building plan to be sanctioned by the Howrah Zilla Parishad whichever is later.

If the Developer fails to deliver the peaceful possession of the owner's allocation within the stipulated time as mentioned above and in accordance with the **Second Schedule** hereunder written, in that event this agreement shall stand cancelled and rescinded without prejudice to the Developer, and the Developer shall immediately execute or cause to be done Cancellation of Development Agreement.

- 7.2** The builders/developers shall not be entitled to transfer or part with possession of any portion of their allocation in favour of any purchaser and/or stranger before handing over the owner's allocation to the owner. Provided however they will be at liberty to enter into the agreement for Sale, take advance for the same under the agreement but not be entitled to take over possession.
- 7.3** The Developer hereby agrees and covenants with the owners not to violate or contravene any of the provision or rules applicable to construction of the said building or buildings at the said premises.
- 7.4** With the owners not to do any act, Deed or things, whereby the owners are prevented from enjoying, selling assigning and/or disposing of any Owner's Allocation in the building or buildings at the said premises vice versa.

- 7.5** The Developer hereby agrees and covenants with the owners not to transfer or mortgage and/or assign the benefits of this agreement or any portion thereof.
- 7.6** The developer shall complete the construction of the new building or buildings at the said premises within the time specified in clause 7.1 hereinabove.

INDEMNITY :

- i) The Developer hereby undertakes to keep indemnifies the Owners against third party claims and action arising out of any sort of act of occupation and/or commission of the Developer in or relation to or arising out of the construction of the said building or buildings at the said premises.
- ii) The developer hereby undertake to keep the owner indemnified against all actions, suits, costs, proceedings including all sorts of local problems and claims that may arise out of the Developer's actions with regard to the Development of the said premises and/or in the matter of construction of the said building or buildings at the said premises and/or for any defect therein dealing with the Developers allocation as well as the owners' share.
- iii) Not to sale any part or portion of the demised property to any person having faith other than Hindu.
- iv) That the Developers shall solely be responsible for the consideration of the said proposed building and also be responsible for the causality, if any in no cause be responsible for any defect or accident if occurs during the period of construction work thereafter.

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