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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Verified that the Document
is Admitted to Registration the
Signature Sheet and the Endr-
gements attached with this
Document are the Part of this
Document.

A.D.S.R. Durgadas
Bardwan

23 FEB 2022

**DEVELOPMENT AGREEMENT OR
CONSTRUCTION AGREEMENT**

DIST.: PASCHIM BARDHAMAN

PS: NEW-TOWNSHIP

MOUZA: TETIKHOLA

AREA: 8 (EIGHT) DECIMAL

UNDER JEMUA GRAM PANCHAYAT

12.05/22
22.02/22
C.P.C. - 254944/m
mm = 2,84007

Sl No. 4673 Date 28/01/22
Sold to Ripro Homes
Address Dgp-12
Value of Stamp 500
Date of Purchase of the stamp
Pedar from Treasury
Name of the Treasury from Durgapur

24 JAN 2022

Chatterjee

Somnath Chatterjee
Stamp Vendor
A.D.S.R. Office, Durgapur-18
Licence No.-1/2016



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

23 FEB 2022

AND THAT HAS ENTERED INTO BETWEEN

Mrs Champa Mukherjee (Alias: Mrs Champa Mukhopadhyay) (PAN No.: ADQPM0087N) W/o Mr Shiba Prosad Mukherjee, By faith: Hindu, Occupation: Business, Citizen of India, being the present resident of D-174 Shastri Avenue, Post Office: Bidhannagar, Police Station :New Township, City :Durgapur, District:- Paschim Burdwan, West Bengal, India, PIN - 713212, India; hereinafter referred to as the **OWNER / VENDOR** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **FIRST PARTY**.

A N D

M/s. RIPRO HOMES (PAN No.: ABBFR2622R) a partnership firm presently operating from D-174, Shastri Avenue, Post Office: Bidhannagar, Police Station: New Township, Durgapur, District:- Paschim Bardhaman, Pin - 713212, West Bengal, India represented by one of its Partner, viz., **MR PRALOY BANERJEE** (PAN No. AKKPB2017J). (Aadhaar No.: 834301607445) Son of Mr Bijan Kumar Banerjee, by faith: Hindu, by Occupation: Business, Citizen of India and being the Resident of M-43, Labanya Villa, Kaliganj Main Road, Tetikhola, Post Office: Arrah, Police Station :New-township, District:-Burdwan, West Bengal, India, PIN - 713212 hereinafter referred to as the **DEVELOPER(s) / SECOND PARTY(s)** (unless repugnant to the context shall mean and include their representatives', heirs, successors, executors, administrators, trustees, legal representatives and assigns).

WHEREAS the Landed property as described in schedule hereunder firstly belonged to the one Rameshwar Mukhopadhyay whose name is/was recorded in the ROR. Moreover, being in lawful ownership and possession over the said schedule property the one Rameshwar Mukhopadhyay transferred an area admeasuring as schedule below in favour of the present owner in respect of RS Plot No.: 67(P) vide Regd. Deed of Sale Being No.: I-01789 for the Year 1990 registered before the Office of the ADSR at Durgapur and as such the name of the present vendor was recorded in the LRROR being LR Khatian No.: 725; and since then the recent aforestated Vendor is/are being in lawful possession and ownership having indefeasible right, title and interests, possession and enjoyment over the said property and paying taxes and levies thereon & is free from all such encumbrances, liens and appendages thereto and without any interferences, objection or interruption from anybody having permanent, heritable and transferrable right, title and interest therein as he / she / they become the owner(s) of the land and forming part of the R.S. Plot No.: 67(P) more-fully described in the schedule hereto.

AND WHEREAS the First Party(s) as aforementioned is/are now the absolute and lawful owner of the immovable property having right, title and interests in the schedule below and since then he / they is / are in absolute, lawful, peaceful, physical possession and occupation over the same without any kind of let, hindrance or disturbances from any corner, which is a recorded property in the R.O.R; of which the said property was entered in the name(s) of the First Party in the records of the landlord, the State and which has being exercising all acts of ownership over said landed property without any disturbances from any corner and by the payment of due land revenue for the said property to the Landlord the

State and obtain receipts thereof in its own name and have been occupying the said landed property by exercise of all acts of ownership thereto.

AND WHEREAS the first party(s) is desired to get the aforesaid landed property developed into a Multi-storied Building complex constructed thereon through any Sincere, Responsible and Reputed Builder and the Second Party after having come to know of such intentions of the First party; approached the First Party and therefore the First party(s) agreed to the proposal of the Second Party with regard to the development & construction of the proposed Multi-storied residential Building complex upon the said below schedule landed property.

NOW THEREFORE the desire to develop the First schedule property by construction of a multi-storied residential building complex(s) up to the maximum limit of floor consisting of so many flats, unit(s), complex(s), and parking space(s), space(s), etc. as per plan approved by Jemua Gram Panchayat and/or Zila Parishad other competent authority(s) but the owners / vendors, of not having sufficient funds for the development and construction work and for the said reason the First Party(s) is in search of a Developer for the said development and construction work and as such & after prolong discussion between the party(s) assign and appoint the second party(s) as Developer(s) to develop and construct the said property forming into a complex(s).

NOW THIS INDENTURE WITNESSETH AND IS AGREED AMONG THE PARTIES AFTER DUE DISCUSSION OVER THE MODUS OPERANDI AND THEREFORE HAS REDUCED IN WRITING AS HERETO:

I - OWNER(S) / VENDOR(S) / LANDLORD(S) & DEVELOPER(S): - Shall mean names and details as envisaged above as First and Second Party thereto.

II - LAND:- Shall mean the area admeasuring 8 decimals (as per LR.R.O.R.) be the same a little more or less at Mouza: Tetikhola, J.L. No.: 111, L.R. Plot No.: 207 comprised in the undersigned L.R. Khatian No. under the jurisdiction of Jemua Gram Panchayat, District - Paschim Bardhaman, in the State of West Bengal, more-fully described in the Schedule below, being conveyed by the First Party/Owner in favour of Second Party, for its Development into a Multi-storied residential complex, more-fully described in Schedule below, is the subject matter of this Development Agreement.

1.1 BUILDING: - Building shall mean the building to be constructed at the said premises with the maximum Floor Area Ratio (F.A.R.) available or permissible under the rules and regulations of the JEMUA GRAM PANCHAYAT, and/or Zila Parishad / P&RD, and/or other concerned authorities for the time being in force as per the plan(s) to be sanctioned by the JEMUA GRAM PANCHAYAT and/or by the competent authorities.

1.2 ARCHITECT(S) AND STRUCTURAL ENGINEERS: - Shall mean such Architect(s) and structural engineers whom the Developer(s) may from time-to-time, appoint as the Architect(s) and/or Structural Engineer(s) or such other competent person(s) of the said Building.

1.3 AUTHORITY: - Shall mean Jemua Gram Panchayat, and/or Zila Parishad / P&RD, and shall also include other concerned, competent and appropriate authority(s) either State, public body(s) and/or Central Govt. that may

recommend, comment upon, approve, sanction, modify and/or revise such Plans.

1.4 PLAN: - Shall mean the sanctioned and approved Plan of the said building(s) sanctioned by the Jemua Gram Panchayat and/or and/or Zila Parishad / such other competent authority(s) and shall also include variations / modifications, alterations therein that may be made by the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any.

1.5 OWNER'S AREA ALLOCATION: - In consideration of the Vendor(s) having appointed the Second Party(s) as Developer of the said property and the Vendor(s) agreeing to allow the Developers to appropriate themselves from the said development as is hereinafter provided; (on execution of this said agreement and receipt whereof the Vendor(s) doth hereby admit, acknowledge, acquit, release and discharge the Developers forever). And, on execution of these presents the Vendor shall handover the vacant and peaceful possession of the said property to the Developer for the purpose of development.

That two units of 2 BHK Flats / Apartments being No.: 5A and 6A of the said construction area on the actual coverage / usage over the said premises and as per the said sanctioned and approved Plan from the Jemua Gram Panchayat and/or Zila Parishad and together with undivided, impartible and proportionate interest over the said landed property.

1.6 DEVELOPER'S AREA: Shall mean the entire proposed multi-storied residential building except the said aforestated Owner's Share with such maximum floors as may be sanctioned and approved by the JEMUA GRAM PANCHAYAT and/or Zila Parishad and/or competent authority(s) together with undivided, impartible and proportionate interests unto the said land.

1.7 UNIT: Shall mean any Unit(s) / Flat(s) / Garage(s) / spaces, etc. in the Building(s) lying erected at and upon the premises and the right to common use of the common portions appurtenant thereto & the concerned Unit(s) and wherever and whenever the context so intends or permits, shall include the undivided, proportionate share and/or portion attributable to such Unit/Flat and such other areas.

1.8 PROJECT: Shall mean the work of development or construction, undertake and to be done solely by the aforestated Developer(s) herein with utmost assistance and assurance from the Owner(s) / Vendor(s) in terms of anything and everything whatsoever in respect of the said premises in pursuance of the Development Agreement and/or any modification / alteration or extension thereof till such development, erection, promotion, construction and building of building(s) at and upon the said premises till completion and handover of the same.

1.9 FORCE MAJEURE: Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, pandemic, lockdown, notice or prohibitory order from Municipality / Panchayat or any other statutory Body or any Court, Government Regulations, new and/or changes in any municipal or Panchayat or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential



commodities and/or any circumstances beyond the control or reasonable estimation of the Developer(s).

1.10 PURCHASER(S): shall mean and include:

- i. If he / she / they be an individual then his / her / their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- ii. If it be a Hindu Undivided Family (HUF) then its members for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns
- iii. If it be a Company then its successor or successors-in-interests and/or permitted assigns;
- iv. If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- v. If it be a Trust then its Trustees / members for the time being in force and their successor(s)-in-interest and assigns.

III - COMMENCEMENT AND EFFECTIVENESS: - This indenture has commenced and shall be effective on and from and with effect from the date of execution of this indenture.

IV - DURATION: - That the Developer(s) shall develop and/or construct the said schedule below landed property in its own name and account and at its own expenses, expertise in its own right, interest and shall alone be liable and responsible for the development of the said property; as and when required then demolishing the existing structures (if any) over the said landed property thereon. The new multi-storied Building Complex comprising of Ground plus such Maximum floors as may be approved by the Jemua Gram Panchayat consisting of Flats / apartments / units / garages / spaces and works-men room, spaces, etc. shall be erected by the Developer unto the Schedule below property of the First Party(s) / Owner(s) / Vendor(s), by 48 Months with a grace period of 06 Months and that shall be calculated from the date of approval and sanction of plan for such development works unto the said property by the Developer(s) and submission and updation of all such necessary original papers in relation to the said schedule property. However, the said period may get extended by reasons of proven causes beyond the control and authority of the Developer(s) viz. unusual price hike or non-availability of the materials / labours, riot, flood, earth quake, lockdown, pandemic, political instability / disturbances, Act of God, etc.

V:- SCOPE OF WORK:- The Developer(s) shall construct / erect the multi-storied residential building comprising of Ground plus such Maximum floors and shall be according to the sanctioned plan from Jemua Gram Panchayat and/or Zila Parishad and/or such competent authority(s) followed by such other requisites from the Asansol Durgapur Development Authority (ADDA) and/or other competent authority(s) over the First Schedule Land.

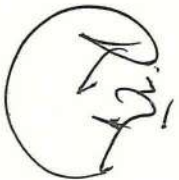
VI: - OWENER DUTY, OBLIGATION & LIABILITY:-

1. That the owner has offered the total area of land thereon measuring 8 Decimal for development and construction of a multi-storied building complex consisting of flats / apartments, parking spaces and such spaces, etc. provided wherein that as and when required.
2. That the Owner / Vendor hereby declares and acknowledges that :-

- a) No acquisition proceedings or any civil suit have or has been initiated in respect of the schedule mentioned plot.
- b) There is no such indenture / legal document among the Owners / Vendors and/or any other party(s) / person(s) except **M/s. Ripro Homes** either for Sale and otherwise or for development and construction of multi-storied residential building and the said land is free from all such encumbrances. And, also confirms vide this indenture that after execution of this deed, if any of the owner executes or registers any agreement / deeds / documents in favour of any person(s) then he / she / they shall be prosecuted as per the prevailing laws for the time being in force and in that event the owners shall be liable for any such costs and consequences thereof.
3. That the Owner(s) has agreed that either she / he / they shall be in-person present before the Registering Authority and/or to such other authority(s) to sign all the agreement for sale and all deeds and agreements of conveyance for selling the Flats to the prospective buyer(s) as Land Owners maintaining all terms & conditions or whatsoever or shall execute a Development Power of Attorney of their entire share in favour of the Developers for execution of such documents followed by such other works. The Owner / Vendor hereby acknowledge not to interfere on the developer(s) portion / share as mentioned above and as such shall not intrude / anything whatsoever with the amount so received from the prospective buyer(s).
4. That the Owner has offered the total area of land thereon for development and construction of a multi-storied building complex consisting of flats / apartments, parking spaces and such spaces, etc. provided wherein that as and when required, then amalgamating combine and merger of any and/or the adjacent such plots of land with schedule below plots. Moreover and most importantly, the Vendor hereby authorizes and grants NOC to the Developer that they can amalgamate any and/or their plot of land into the land of the stated Vendor herein as schedule below for the sake of the proposed project; and declare further that by doing so neither the share of the stated development shall change nor the Vendor shall object and/or shall raise any such objection thereto for such amalgamation.
5. That the Vendors shall make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from all reasonable doubts and all such encumbrances and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, hereditaments, possession or otherwise. That the Owners shall vacate the said premises after execution of this presents and handover the peaceful possession of the said property so that the Developer may start their inceptive works for such development.
6. That the First party(s) hereby assures the Second party(s) that neither he / she / they nor any of the legal heirs and successors shall, due to any reason and/or cause whatsoever; ever cause any interferences or unwanted disturbances in the smooth progress of the intended project. Furthermore, the First Party consents in this indenture that if any of the recorded landowner's execute any further and/or such agreements / deeds / contracts against the

said landed property after signing and execution of this Agreement, the aftermath of which the said landowner(s) shall be prosecuted as per law for the time being in force and the Second Party can very well in-person (in-person means natural person) or otherwise initiate civil and criminal cases against him / them and in that event the landowners shall be solely liable for such costs and consequences thereto. In event of death of any or all of the above person(s), his / her / their legal heirs will take his / her / their position thereof and will have all such benefits as mentioned in the said agreement, provided all such clauses as mentioned vide the said Deed shall remain intact herein and shall not change / alter for any reason whatsoever; as it is also needless to mention that in such an event the legal heirs shall be liable and shall be under obligation to execute such further agreements / deeds whatsoever in place of such deceased person.

7. That on and from the time of execution of these presents, the vendors shall deliver or cause to be delivered all such title deeds, parcha, other requisite documentations / papers, plans, approvals, etc. all in original in relation to the said landed property which is hereby agreed to be developed by the Builder / Developer. The Owners / Vendors further assures to extend maximum co-operation for obtaining N.O.C. and for giving declarations, affidavits, other requisite documentations / papers, approvals, etc. whatsoever required.
8. That the Vendors hereby declares that no notice from Government or any other body or authority or under the Jemua Gram Panchayat Act or Land Acquisition Act or The Defence of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon them or any other person/s interested therein nor is the said plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal, Panchayat, Government body or Public Body or authority.
9. That the Owners / Vendors agrees and acknowledges that she / they gives her full authority & power to Second Party to do & execute all lawful acts, deeds things for the owners and on his / their behalf in respect of all activities related to developing and construction of the multi-storied residential building cum complex(s) on the said land i.e., to receive the sanctioned plan and other documents from Jemua Gram Panchayat, and such other statutory authority / authorities or public body(s).
10. That the Landowners / Vendors having had executed this Agreement in favour of the said mentioned above Developers(s) for smooth execution of all such required works in relation to plan sanction, NOC etc. that is to be sanctioned by Jemua Gram Panchayat, Zila Parishad, ADDA, BL&LRO, FIRE Dept., and/or other concerned authority(s). Moreover, any and/or all of the partners or their representative can submit and/or receive such relevant paper(s) and attend any such hearing in connection with the said landed property(s) on behalf of me/us (the Landowners / Vendors as stated above) to Jemua Gram Panchayat, ADDA, Zila Parishad, BL&LRO, FIRE Dept., and/or other concerned authority(s).
11. That immediately on the execution of these presents, the Vendor herein has decided to execute a Development Power of Attorney in favour of the



Developers or their Nominee(s) as the case may be for the purpose of signing and/or executing all the applications, indenture(s), agreement to sale and deed of sale to such intending purchaser(s), proceedings, plans, other requisite documentations / papers, execute and verify all application and/or objection to appropriate authorities for all and any license permission, NOC or consent etc.; to obtain necessary approval(s) from various authorities in connection with the development and such papers to be submitted by the Developers on behalf of the Vendors to the Competent Authority, Urban Land Ceiling, Jemua Gram Panchayat, ADDA, or any other Government or Semi-Government authority in connection with the development to facilitate the development of the property hereby agreed to be developed by the Developers on behalf of the Vendors. If any such delay is caused in developing the said property hereby agreed to be developed or such other whereabouts, the consequences arising thereof shall be at the costs & consequences on the part of the Vendor alone.

12. That the Vendor hereby authorize the Developers to sign banking documentations regarding bank finance and other requisite formalities and execute applications, writings, undertakings for amalgamation, layout, subdivision, building plans and other assurances and submit the same to the Municipal / Panchayat and Public authorities and to obtain commencement certificate, etc. for obtaining different types of applications and other proformas. It is also agreed that all the costs, charges and expenses to be incurred in pursuance of this clause save and except as provided otherwise in this Agreement shall be borne and paid by the Developers. The Second Party shall be entitled to mortgage the subject noted landed property to avail bank finance and First Party hereby admits that they shall have no-objection in this regard in any manner.
13. That the Vendor declares that the property in question is the recorded property in the LR.R.O.R at the concerned BL&LRO Dept. However, there is no minor interested in the said property and hence the question of obtaining the sanction from the competent Court / authority(s) relating to minor's interest along and with the said property does not even arise. That the said land is not coming within the purview of section-20 of the urban land ceiling and Regulation act.
14. That the land by Agreement is not prohibited by Govt. i.e., does not come under Govt. Land, Settled Land, Bhudan Land, Forest Land and the first party satisfied with the contents of this deed, and the first party and his land dose not any reserved cast under C.N.T. Act.
15. That the Developers can take and initiate legal proceedings which are required to be taken in connection with the work of development and construction on behalf of the owners. Furthermore, if any legal action is taken against land owner(s) in connection with the same and said project; to prosecute and defend such legal proceedings, affidavit, application, etc. and to engage Ld. Advocate and to do all such act, deed and things required to be done on behalf and as such on sale of flats / apartments / etc. to the prospective buyers save and except owner's allocation and accept booking money, advance and consideration money. Wherefore, it is also noted hitherto that the Attorney or the developer shall not acquire any right, title or interest in the said land/premises until the deeds of transfer are executed by the owners and the owners shall agree to ratify all acts and things lawfully done by the developer.



VII- DEVELOPER DUTY, LIABILITY & RESPONSIBILITY:-

1. That the Developer confirms and assures the owners that they're fully acquainted with and aware of the process / formalities related to similar project in Corporation Area and Panchayat Area or at the Sub-Div. and was satisfied with the papers / documentations related to ownership, measurement of the said land, possessory right, title, interest and suitability of the site and viability of such proposed project thereto.
2. Wherefore, it is also noted hitherto that the developer shall not acquire any right, title or interest in the said land/premises until and unless the deeds of transfer(s) / Sale is/are executed by the owners and such owners shall agree to ratify all acts and things lawfully done by the developer.
3. That the developer confirms and assures the owners that they have financial sources and other resources to meet and comply with financial and other obligations required for execution of the project within such time-frame and the owners do not have any liability and/or responsibility of any such financing and execute the project or part thereof except such consideration for each flats as detailed under.
4. That the developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision and security of reputed Architect / Planner, Advocate(s), and such other professionals authorized and licensed by appropriate authority(s). The building plan should comply with the standard norms of the multi-storied building/s including structural design and approval from local sanctioning authority / Corporation / Govt. agencies. Any variation / alteration / modification from the original approved drawing / plan need approval from the owner or her attorney and the architect before submission to the Corporation / appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both owners and developers. However, basic character of the project consisting of flats/apartment/parking space and common space like garden / water / drainage will remain intact unless agreed by both the parties.
5. That the Developer shall be asking for help / assistance from the owners / such other person(s) to do all the necessary paper work, etc. for getting necessary approvals in relation to the sanctioning of plan followed by such other legalities or such documents and the owner(s) have acknowledge to deliver their maximum co-operation towards the same.
6. That the Developers shall be at liberty to allot the dwelling units of flats / such other spaces in the said buildings to be constructed on the said property or to enter into any package deal agreement for allotment of completed units / building or buildings to be constructed on the said land with such party or parties and at such price and on such terms and conditions as the Developers may deem fit and proper. All such allotments and arrangements shall, however, be made by the Developers at their own costs and expenses and at their own risk, the intention being that the Developers shall alone be liable and responsible to such party or parties, provided, however, that the price and the terms and conditions at or on which the said building or buildings or part



thereof are to be allotted shall not in any manner be inconsistent with or in contravention of any law, norms, rules and conditions imposed in N.O.C.

7. That the Developer(s) shall not have any rights of delegation of such right created in its favour by virtue of this Development Agreement and the First party / owner(s) nor shall any person claiming through her / them have any right, authority or interest in the development of the said property except in relation to the owner's share. Only the Developer(s) above-named shall be entitled to develop the said property by constructing thereon the multi-storied building consisting of dwelling units / flats / apartment, parking space(s) / space(s), etc. and other structures at the sweet will and discretion of the developer(s).
8. The Developers shall be entitled to enter into usual Agreement within the Developers share and allocation for sale of units / flats / apartment, parking space(s) / space(s), etc. with various intending buyers, on what is known as ownership basis, on such terms and conditions and at such price as the Developers thinks fit and proper.
9. That the Developer shall be responsible for any acts, deeds or things done towards any fund collection from one or more prospective buyer of the proposed flats.
10. That the Developer shall be responsible for complying with the Rules & Regulation in all matters including construction of the building according to the sanctioned plan and shall be responsible for complying with all provisions of law that may be in force from time to time and the Owner shall not be responsible for any infringement of law that may be in force from time to time during the subsistence of this Agreement. The Owner shall not be responsible for any accident or damage or loss during the course of the construction of the proposed building.
11. That it is agreed that the Vendors and all other necessary parties claiming through her / them shall execute Deed of Conveyance / Sale document and/or all other writings in favour of such person(s) as the Developers may direct and in the event of Conveyance/s it can also be given in favour of the Nominee/s of the Developers or a proposed Co-op Housing Society. The Developers shall also join as a Confirming Party to the said Conveyance.
12. That the Developer shall complete the Development / Construction work of building/flat at its own cost and expenses in pursuance of the sanctioned plan by stipulated time-frame as stated hitherto and after getting all such relevant papers / documentation.
13. That the Developer shall not make the Owner responsible for any business loss and/or any damages etc. or due to failure on the part of the Developer to correctly construct the Flats and/or to deliver correctly the same to the intending purchasers and in such cases the Developer shall be the entire responsibility; needless to mention that the Owner(s) shall in every way assist the Developer.
14. That Developer agrees to indemnify the land owner and vice-versa from the obligation and/or such other liabilities of paying Income Tax, GST or any other

duties / levies either by the State Government or Central Government or statutory local authorities forming part which are required to pay for the profits which are derived after selling the flats to the prospective buyer(s) / investor(s) / purchaser(s).

15. To execute necessary documents and present the same before the appropriate authority for formation of Association under the provisions of West Bengal Apartment Ownership Act, 1972, The Real Estate (Regulation and Development) Act, 2016 and/or The WBRE (Regulation and Development) Rules 2021.
16. That in any event, the owner without prejudice to the foregoing declarations, irrevocably and unconditionally agrees and undertakes to remove all the obstacles and clear all outstanding, doubts and/or defects, if any, save as herein-above provided, at its/his own cost so as to ultimately vest the said property unto the Developer or his nominees free from all encumbrances and defects.

VIII- CANCELLATION: -

The Owner(s) / Vendor(s) has every right to cancel and/or rescind this indenture after 48 (Forty-eight) months from the date of ground breaking ceremony and submission of all such necessary papers / documentations and/or approvals to the developer(s) by the owner(s) / vendor(s); if the developer fails / neglects to construct such initial stage of work over the said property. Furthermore, it is expressly mentioned and broached that the Developer(s) has every right to cancel and/or rescind this agreement if the Landowners / First Party fails or neglect to resolve the land related problem and other problem(s) whatsoever in relation to the said below schedule property.

IX- MISCELLANEOUS: -

- a) Indian Law: This agreement / indenture shall be subject to lex-loci and lex-fori to such prevailing laws of the State and under the Jurisdiction firstly of Durgapur Court.
- b) Confidentiality & Non-disclosure: Both parties shall keep all non-public information & documents concerning the transaction herewith confidential unless compelled / required by Law.
- c) ALL disputes and differences of whatsoever nature or kind which may arise among the parties at any-time hereinafter (whether during the subsistence of this Agreement or thereafter) in any manner concerning or relating to or touching this Agreement or the interpretation or meaning of anything therein contained or any of the rights or obligations of the parties thereunder or any act, deed, matter or thing required to be done or any payment to be made or received by any party thereunder or any matter on which the parties have acted in pursuance thereof and/or thereunder, shall be referred to the arbitration, being a sole arbitrator who shall be an Advocate or person(s) from legal fraternity to be nominated and reserved solely by Developer or their legal advisors in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof for the time being in force. The Arbitration proceedings shall be carried out in Durgapur, West-Bengal



- d) The owners can visit the construction site anytime with intimation to the developer/site supervisor and discuss but shall not disturb the construction work. However, any unusual and non-permissible actions/operations observed at site can be brought to the notice of the developer and its architect / advocate for discussion and necessary corrective action.
- e) The Developer shall ensure safe & sound building design and construction, complete safety of the workmen, minimum wages, first class standard quality of materials supplied/used along-with all other legal formalities and moral obligations during execution of the project to render the first party free from legal obligations and all other risks and hazards whatsoever related to the project. And the owner shall not be liable for same in any manner whatsoever whether during construction or after construction.
- f) The second party or the developer shall have the right and/or authority to deal with and negotiate with any person and or enter into any deal with the contract and/or agreement and/or agreement and/or borrow money and/or take advance from any bank/financial institution and/or also allocate flats / units under this agreement and within the framework of Development Power of attorney. Also it is noted that in future if there arises any circumstances in relation to the roof right on the said building or building(s)/block; then the same shall be allocated / divided as per mutual consent with all such rights.
- g) A successful project completion certificate from the Architect or any competent technical body with specific observations / comments on the design, quality of material and workmanship, of the water supply system, sewerage system, electric supply system and the lifts to be obtained by the developer and will be responsible for any defect and rectification thereof at their cost/expense after handing over of physical possession of the flats.
- h) That all cost, charges and expenses for execution of the whole project and including stamp duty and registration fee for execution and registration of this agreement and/or deed of conveyance/transfer of the said land, if any in the later stage shall be borne, paid and discharged by the Developer exclusively.
- i) The landowners and the developers have entered into the agreement purely and nothing contained herein shall be deemed to constitute as a partnership between them in any manner nor shall the parties hereto be constituted as association of persons.
- j) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, if any, needed by the developer for the purpose of the sanction of the building plan and/or any other purpose to be required for said developments project shall be prepared by the developer at its own costs and expenses in the name of the land owner without reimbursement of the same and the land owner shall sign on the said plan/plans, application, paper, documents, alteration, etc. as and when the developer asks for the same without demanding any remuneration and/or money for the same. That the Developer can change / alter the plan anytime without further notice to the owner but with due intimation to the said Architect and as per the prevailing laws and rules for the time being in force.



DESCRIPTION OF THE LAND (THE FIRST SCHEDULE)

ALL THAT Pieces and Parcel of the Plot of Land classified as Danga in the LRROR, situated under the jurisdiction of Jemua G.P., under New-township Police Station within Mouza: Tetikhola, J.L. No.: 96(111), recorded in **L.R. Khatian No.: 0725** (Seven hundred Twenty-five) over R.S. Plot No.: 67(P) corresponding to **L.R. Plot No.: 0207** (Two hundred Seven) admeasuring an area of 5 Katha 4 Chatak or **8 Decimal** or 323.752 SQ.M. be the same a little more or less at A.D.S.R. Office and Sub-division at Durgapur, District: Paschim Bardhaman, West Bengal, India.

That the total area of land is 8 Decimal (as per LRROR) be the same a little more or less being delivered to the aforesated Developer(s) for construction of multi-storied residential building complex(s); be the same is **Butted and Bounded as hereto:-**

On the North	Prolay Banerjee
On the South	6 Ft." wide Road
On the East	Kaliganj Village Road (30ft Pucca Road)
On the West	Shampa Dutta

(TENTATIVE SCHEDULE MENTIONING TYPE OF CONSTRUCTION AND SPECIFICATION)

1	Foundation	:	Reinforced cement concrete
2	Super Structure	:	Reinforced cement concrete covert Columns, beams and slabs
3	Plinth	:	Brick Work with sand and cement
4	Walls and Wall Finish	:	Conventional Brickwork of 200 mm, 125mm, and 75 mm. Interior – Putty Finish. Exterior – Quality weather coat color paint.
5	Flooring	:	Vitrified tiles in all bed room, living, dining and balcony.
6	Toilet	:	3.5 ft." height glazed tiles on the wall
7	Kitchen	:	Platform top made of granite, glazed tiles upto the height of two feet from the platform. Stainless Steel Sink & Basin will be provided.
8	Doors	:	Wooden Flush Door, Bathroom PVC Door.
9	Window	:	Glazed Window with MS Grill.
10	Painting	:	All doors and window may be finished with painting.
11	Electric	:	Individual electric connection for flat(s) / Unit(s) by own costs.
12	Amenities	:	Adequate standby generator for common areas, services, lift provided for every floor in the building.
13	Toilet	:	Anti-skid tiles in toilet floor, standard glazed tiles on the wall up-to the height of 5 feet. Hindustan/HindWare/Paryware sanitary fittings and Mark/Park/Paryware fittings (as per supply) and one western type commode, one Indian / Italian type commode. Concealed plumbing and pipe work, provision of geyser point.
14	Water Supply	:	Water will be supplied from Water Supply Connection within the ambits of Jemua Gram Panchayat within the premises, and the permission to be taken from SWID, if required therein.



15	WIRING	:	Ample electrical points in all room, AC point in master bedroom, TV, in living room, concealed wiring, standard/modular switches belonging to superior brands.
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[The above specification(s) is subject to change / alter as per the then requirement and as per reliability of such specification(s) as specified; demand and improved / updated quality (better than today) of such materials / substance(s) – and the Vendors assured not to raise any objection regarding the same]

It is hereby declared that the full names, colour passport size photographs and finger prints of each finger of both the hands of Owner(s) / Vendor(s) and Developer are attested in the additional pages in this the Development Agreement being No. 1 (a) and therefore these shall be treated as part of this Legal Document.

IN WITNESS WHEREOF the Owner / Vendor and Developer hereto have set their hands on being aware of such legal terminology on this the **23rd Day of February, 2022** in presence of the undersigned witness and as such explained this indenture before all parties and thereafter have affixed and formulated their respective signatures after satisfaction with full of mental and physical competencies.

SIGNED, SEALED & DELIVERED

IN PRESENCE OF: -

WITNESS:

1. Shiba Prasad Mukherjee
S/O Late Kamaskhya Charan Mukherjee
D-174, Shastri Avenue
Bidhannagar, Durgapur-12

2. Prasanta Roy
S/O Lal Mohan Roy
A-10/14 Azraah Kalinagar
Durgapur - 12

Champa Mukherjee Alias Ch
Mukhop
**SIGNATURE OF FIRST PARTY
OWNER / VENDOR**

For RIPRO HOMES




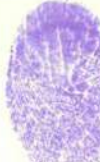

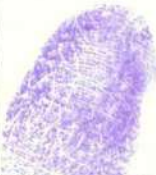



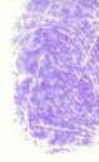













Prady Banerjee
Partner

**SIGNATURE(S) OF SECOND PARTY
DEVELOPER**

Drafted by me & computerized at my Office as per proforma, Deed & LR Parcha and such information received, and such stipulations from the Vendor(s) and Developer indeed; Read-over, Made-over, Explained & Interpreted to each one of the party(s) in until unmitigated contentment to this Document:

RAKESH CHAKRABORTY
ADVOCATE
E. NO.- 22/06 of 2013
Member at Bar Association (Durgapur)
Durgapur Court

SPECIMEN FORM FOR TEN FINGER PRINTS

Signature of the Executants/presentation	(LEFT HAND)				
	Little	Ring	Middle	Fore	Thumb
 <i>Champha Mukherjee</i> <i>Alias Champha Mukherjee</i>					
	(RIGHT HAND)				
	Little	Ring	Middle	Fore	Thumb
					
Signature:- <i>Champha Mukherjee Mukherjee</i> <i>Alias Champha Mukherjee</i>					
Signature of the Executants/presentation	(LEFT HAND)				
	Little	Ring	Middle	Fore	Thumb
 <i>Pralay Banerjee</i>					
	(RIGHT HAND)				
	Little	Ring	Middle	Fore	Thumb
					
Signature:- <i>Pralay Banerjee</i>					
Signature of the Executants/presentation	(LEFT HAND)				
	Little	Ring	Middle	Fore	Thumb
					
	(RIGHT HAND)				
	Little	Ring	Middle	Fore	Thumb
Signature:-					
Signature of the Executants/presentation	(LEFT HAND)				
	Little	Ring	Middle	Fore	Thumb
	(RIGHT HAND)				
	Little	Ring	Middle	Fore	Thumb
Signature:-					



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192021220190716768 Payment Mode: Online Payment (SBI Epay)
GRN Date: 22/02/2022 19:09:31 Bank/Gateway: SBIEPay Payment Gateway
BRN : 5071405505622 BRN Date: 22/02/2022 19:02:41
Gateway Ref ID: 220536330271 Method: HDFC Retail Bank NB
Payment Status: Successful Payment Ref. No: 2000549294/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: RAKESH CHAKRABORTY
Address: DURGAPUR COURT CITY CENTRE
Mobile: 9474777815
Depositor Status: Advocate
Query No: 2000549294
Applicant's Name: Mr RAKESH CHAKRABORTY
Identification No: 2000549294/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000549294/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	4510
2	2000549294/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	14
			Total	4524

IN WORDS: FOUR THOUSAND FIVE HUNDRED TWENTY FOUR ONLY.



भारत सरकार

Government of India



Shiba Prosad Mukherjee
Father : Kamakhya Charan Mukherjee
DOB : 01/01/1953
Male



8163 0368 8158

मेरा आधार, मेरी पहचान



भारतीय पहचान प्रणाली प्राधिकरण
Unique Identification Authority of India

Address:

D 174, SHASTRI AVENUE, BIDHAN NAGAR, Durgapur (m
Corp.), Bidhannagar, Barddhaman, West Bengal, 713212

8163 0368 8158



1947



help@uidai.gov.in



www.uidai.gov.in

Shiba Prosad Mukherjee



Shiba Prosad Mukherjee

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ADQPM0087N

नाम /NAME
CHAMPA MUKHERJEE

पिता का नाम /FATHER'S NAME
NARAYAN CHANDRA BANERJEE

जन्म तिथि /DATE OF BIRTH
26-06-1963

हस्ताक्षर /SIGNATURE
Champa Mukherjee

आयकर अधिकारी, प.सं.-11
COMMISSIONER OF INCOME-TAX, W.B. - II

इस कार्ड के खो / मिला जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
लहायक आयकर आयुक्त,
पी-7,
चौरंगी स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Assistant Commissioner of Income-tax,
P-7,
Chowringhee Square,
Calcutta- 700 069.

Champa Mukherjee

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PRALOY BANERJEE
BIJAN KUMAR BANERJEE

13/01/1984
Permanent Account Number

AKKPB2017J

Pralay Banerjee
Signature



Pralay Banerjee

Major Information of the Deed



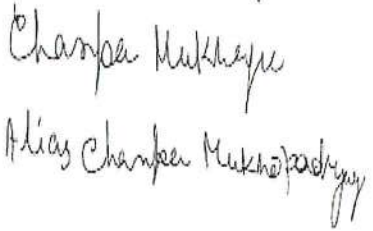
Deed No :	I-2306-01927/2022	Date of Registration	23/02/2022
Query No / Year	2306-2000549294/2022	Office where deed is registered	
Query Date	19/02/2022 4:32:43 PM	2306-2000549294/2022	
Applicant Name, Address & Other Details	RAKESH CHAKRABORTY BAR ASSOCIATION AT DURGAPUR, DURGAPUR COURT, CITY CENTRE, DURGAPUR, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 9474777815, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
	Rs. 24,84,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks			

Land Details :

District: Paschim Bardhaman, P.S:- New Township, Gram Panchayat: JEMUA, Mouza: Tetikhola, JI No: 111, Pin Code : 713212

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-207 (RS :-67)	LR-725	Vastu	Danga	8 Dec		24,84,000/-	Width of Approach Road: 36 Ft., Adjacent to Metal Road,
Grand Total :					8Dec	0 /-	24,84,000 /-	

Land Lord Details :



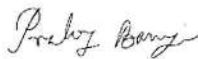
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Champa Mukherjee, (Alias: Mrs Champa Mukhopadhyay) (Presentant) Wife of Mr Shiba Prosad Mukherjee Executed by: Self, Date of Execution: 23/02/2022 , Admitted by: Self, Date of Admission: 23/02/2022 ,Place : Office			
		23/02/2022	LTI 23/02/2022	23/02/2022

D-174 Shastri Avenue, City:- Durgapur, P.O:- Bidhannagar, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx7N, Aadhaar No: 46xxxxxxxx9296, Status :Individual, Executed by: Self, Date of Execution: 23/02/2022 , Admitted by: Self, Date of Admission: 23/02/2022 ,Place : Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	RIPRO HOMES D-174, Shastri Avenue, City:- Durgapur, P.O:- Bidhannagar, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212 , PAN No.:: ABxxxxxx2R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Praloy Banerjee Son of Mr Bijan Kumar Banerjee Date of Execution - 23/02/2022, , Admitted by: Self, Date of Admission: 23/02/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Feb 23 2022 1:19PM	LTI 23/02/2022	23/02/2022	
M-43, Labanya Villa, Kaliganj Main Road, Tetikhola, City:- Durgapur, P.O:- Arrah, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx7J, Aadhaar No: 83xxxxxxxx7445 Status : Representative, Representative of : RIPRO HOMES (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SHIBA PROSAD MUKHERJEE Son of Late KAMAKHYA CHARAN MUKHERJEE D 174 Shastri Avenue, City:- Durgapur, P.O:- Bidhannagar, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212			
	23/02/2022	23/02/2022	23/02/2022
Identifier Of Mrs Champa Mukherjee, Mr Praloy Banerjee			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mrs Champa Mukherjee	RIPRO HOMES-8 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- New Township, Gram Panchayat: JEMUA, Mouza: Tetikhola, JI No: 111, Pin Code : 713212

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 207, LR Khatian No:- 725	Owner:চম্পা মুখোপাধ্যায়, Gurdian:শিবপ্রসাদ , Address:ইলামবাজার (দালালপাড়া) থানা-ইলামবাজার জেলা-বীরভূম, Classification:ডাঙ্গা, Area:0.08000000 Acre,	Mrs Champa Mukherjee

On 23-02-2022

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12:05 hrs on 23-02-2022, at the Office of the A.D.S.R. DURGAPUR by Mrs Champa Mukherjee Alias Mrs Champa Mukhopadhyay, Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 24,84,000/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 23/02/2022 by Mrs Champa Mukherjee, Alias Mrs Champa Mukhopadhyay, Wife of Mr Shiba Prosad Mukherjee, D-174 Shastri Avenue, P.O: Bidhannagar, Thana: New Township, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Business

Indetified by Mr SHIBA PROSAD MUKHERJEE, , , Son of Late KAMAKHYA CHARAN MUKHERJEE, D 174 Shastri Avenue, P.O: Bidhannagar, Thana: New Township, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Retired Person

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 23-02-2022 by Mr Praloy Banerjee, Partner, RIPRO HOMES (Partnership Firm), D-174, Shastri Avenue, City:- Durgapur, P.O:- Bidhannagar, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212

Indetified by Mr SHIBA PROSAD MUKHERJEE, , , Son of Late KAMAKHYA CHARAN MUKHERJEE, D 174 Shastri Avenue, P.O: Bidhannagar, Thana: New Township, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Retired Person

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/02/2022 7:10PM with Govt. Ref. No: 192021220190716768 on 22-02-2022, Amount Rs: 14/-, Bank: SBI EPay (SBlePay), Ref. No. 5071405505622 on 22-02-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,010/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 4,510/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4673, Amount: Rs.500/-, Date of Purchase: 28/01/2022, Vendor name: SOMNATH CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/02/2022 7:10PM with Govt. Ref. No: 192021220190716768 on 22-02-2022, Amount Rs: 4,510/-, Bank: SBI EPay (SBlePay), Ref. No. 5071405505622 on 22-02-2022, Head of Account 0030-02-103-003-02



Santanu Pal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Paschim Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2022, Page from 54363 to 54387

being No 230601927 for the year 2022.



Digitally signed by Santanu Pal
Date: 2022.02.25 12:27:22 +05:30
Reason: Digital Signing of Deed.

Santanu Pal

(Santanu Pal) 2022/02/25 12:27:22 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)
