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Certified that the Document  
is Admitted to Register and the  
Signatures and the Entries  
are the Part of the  
Document.

A.D.S.R. *[Signature]*  
Registrar

06 MAR 2019

**DEVELOPMENT AGREEMENT WITH THE  
BUILDER/ DEVELOPER**

*[Handwritten Signature]*  
Adh

464

5-3-19

Service Manali Construction

Address Sonamukhi Bankura

Value of Property 5000/-

Date of Payment of this Stamp Duty 5-3-19

Name of the Treasury where Stamp Duty is Paid Durgapur

Khudiram Mondal

KHUDIRAM MONDAL

Stamp Vendor

Durgapur Court

City Centre Durgapur 713

L. NO-1



Adl. Dist. Sub-Registrar  
Durgapur, Paschim Bardhaman

06 MAR 2019



THIS DEVELOPMENT AGREEMENT is made at the Durgapur Additional District Sub-Registrar Office on this 05<sup>th</sup> day of March, 2019.

**BETWEEN**

1. **SMT. CHANDA DHAR, [PAN - BAXPD5543H]**, wife of Late Phani Bhusan Dhar, Daughter of Late Suresh Chandra Bardhan, by faith - Hindu, by occupation Housewife, Residing at MR-9, Sharat Pally, P.O. - Durgapur - 713206, Sub-Division - Durgapur, P.S. - New Township, District - Paschim Bardhaman;
2. **SMT. JHUMA BISWAS, [PAN - AKXPB3825H]**, wife of Swapan Kumar Biswas, Daughter of Late Phani Bhusan Dhar, by faith - Hindu, by occupation Housewife, Residing at MR-24, Sharat Pally, P.O. - Durgapur - 713206, Sub-Division - Durgapur, P.S. - New Township, District - Paschim Bardhaman and
3. **SMT. RUMA HAZRA, [PAN - ANVPH3298R]**, Wife of Ashish Hazra, Daughter of Late Phani Bhusan Dhar, by faith - Hindu, by occupation Housewife, Residing at Path No. 4B, Rishi Arabinda pally, P.O. - Durgapur - 713201, Sub-Division - Durgapur, P.S. - Coke-oven, District - Paschim Bardhaman;
4. **SMT. SHEULI SAHA, [PAN - AMAPD7650B]**, Wife of Samir Saha, Daughter of Late Phani Bhusan Dhar, by faith - Hindu, by occupation Service, Residing at 6/34 Newton Avenue, B-zone, P.O. - Durgapur - 713205, Sub-Division - Durgapur, P.S. - Durgapur, District - Paschim Bardhaman;
5. **SMT. BELI MITRA, [PAN - BPMP5333N]**, Wife of Manish Mitra, Daughter of Late Phani Bhusan Dhar, by faith - Hindu, by occupation Housewife, Residing at Bajrang Nagar Main Road, Bajrang Nagar, P.S. & District - Jabalpur, Madhya Pradesh;

hereinafter called and referred to as **LAND OWNERS** or **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** or the **FIRST PART**

AND

**MANALI CONSTRUCTION [PAN No. - ANGPD2521C]**, having its Registered Office at Sonamukhi, Haranath Road, Dewan Bazar, P.O. & P.S. - Sonamukhi, District - Bankura, PIN Code - 722207, State - West Bengal, India; **being represented by its sole proprietor Sri SHYAMAL DUTTA [PAN No. - ANGPD2521C]**, Son of Santi Ranjan Dutta, by Occupation - Business, Nationality - Indian, Residing at Sonamukhi, Haranath Road, Dewan Bazar, P.O. & P.S. - Sonamukhi, District - Bankura, PIN Code - 722207, State - West Bengal; hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors or successor-in-office, legal representatives, executors, administrators and/or assigns) of the **SECOND PARTY** or the **SECOND PART**.



WHEREAS the LAND OWNERS or the FIRST PARTY OF THE FIRST PART are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of Baid land or premises or the property admeasuring about more or less 4 Katha 12 Chhatak and 68 square feet or 9 (Nine) decimal, being situated at District – Paschim Bardhaman, Additional District Sub-Registry Office & Sub-Division - Durgapur, Ward No. – 24, Holding No. - 146, P.S. – New Township, Mouza – Fuljhore, J.L. No. – 107, R.S. Plot No. – 351 & L.R. Plot No. – 5220, 5221 & 5223, L.R. Khatian No. 902 ; hereinafter called the "SCHEDULE PROPERTY", which was duly purchased by Phani Bhusan Dhar, son of Late Sashi Bhusan Dhar, resided at MR 9, Sharat Pally, P.O. - Durgapur – 713206, Sub-Division - Durgapur, P.S. – New Township, District – Paschim Bardhaman, from Smt. Radha Rani Dutta wife of Sri Anil Dutta of quarter No. B2 164/2, V.K. Nagar, Durgapur – 713210, P.S. – New Township, District – Burdwan vide Registered Sale Deed No. 1 - 3895 dated 28.09.1977 at Sub-Registry Office Durgapur,

AND WHEREAS, Late Phani Bhusan Dhar, son of Late Sashi Bhusan Dhar, resided at MR-9, Sharat Pally, P.O. - Durgapur – 713206, Sub-Division - Durgapur, P.S. – New Township, District – Paschim Bardhaman, died intestate on 06.08.2009 at his house vide death certificate No. 1687/2009 dated 09.10.2009 and he left behind his wife SMT. CHANDA DHAR, wife of Late Phani Bhusan Dhar, Daughter of Late Suresh Chandra Bardhan & four daughters namely 1) SMT. JHUMA BISWAS, wife of Swapan Kumar Biswas, Daughter of Late Phani Bhusan Dhar; 2) SMT. RUMA HAZRA, Wife of Ashish Hazra, Daughter of Late Phani Bhusan Dhar, 3) SMT. SHEULI SAHA, Wife of Samir Saha, Daughter of Late Phani Bhusan Dhar and 4) SMT. BELI MITRA, Wife of Manish Mitra, Daughter of Late Phani Bhusan Dhar.

AND WHEREAS, following legal heirs or successors of deceased Phani Bhusan Dhar has hold and possessed as well as owner of land area more particularly described in the Schedule hereunder written:

- Land owner serial number 1) Smt. Chanda Dhar has 1.80 decimals land;
- Land owner serial number 2) Smt. Jhuma Biswas has 1.80 decimals land;
- Land owner serial number 3) Smt. Ruma Hazra has 1.80 decimals land;
- Land owner serial number 4) Smt. Sheuli Saha has 1.80 decimals land;
- Land owner serial number 5) Smt. Beli Mitra has 1.80 decimals land

AND WHEREAS, the facts described above mean and conclude that Owners hereto are the recorded Owners and rightful legal owners and in possession of the aforesaid Baid land admeasuring more or less 4 Katha 12 Chhatak and 68 square feet or 9 (Nine) decimals more particularly described in the below mentioned Schedule Property.

AND WHEREAS, the Land Owners has been searched a Developer to develop the land described in the Schedule of this Development Agreement into a Multi-storeyed Building Complex without any basement for Residential purposes "HARA KUSUM APARTMENT - NATARAJ".



AND WHEREAS, the Developer herein have approached the Land Owners with an intention to develop the said property of the Land Owners and pursuant to the negotiations by and between the parties hereto and subject to the necessary approval being granted by the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 which approval/sanction is agreed to be persuaded by the Developers at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the Municipal Corporation of Durgapur, which responsibility is agreed to be shouldered by the Developers herein as a result of which hereof the Land Owners are desirous of appointing the Developers as develops of the said property by erecting new Multi-storeyed Building Residential Complex thereon without any basement, more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions hereinafter appearing:

AND WHEREAS, the Developer or the SECOND PARTY or the SECOND PART is the sole proprietor of the firm under the name and style of MANALI CONSTRUCTION having its Registered Office at Sonamukhi, Haranath Road, Dewan Bazar, P.O. & P.S. – Sonamukhi, District – Bankura, PIN Code – 722207, State – West Bengal.

AND WHEREAS, the Developer accepts the proposal of the Land Owners to develop the said Schedule Property by erecting new Multi-storeyed Building Residential Complex of (G + 4) or more floored thereon (as per approved Plan), without any basement, namely "HARA KUSUM APARTMENT - NATARAJ more particularly described in the Schedule hereunder" written for the consideration and upon the terms and conditions herein provided.

AND WHEREAS, the Developer or the Second Party or the Second Part has agreed to provide as well as to deliver 4 (Four) numbers of 2BHK Flats/Apartments at measuring of each not less than 700 square feet covered area and measuring not less than 931 square feet super build area and 2 (two) numbers car parking spaces each of measuring at least 125 square feet to the Land Owners or the First Party within the Multi-storeyed Building Residential Complex to be constructed over the said Schedule Property and i) 1 (one) number of 2BHK Flat will be provide on the front side of the 1<sup>st</sup> floor, ii) 1 (one) number of 2BHK Flat will be provide on the front side of the 2<sup>nd</sup> floor, iii) 1 (one) number of 2BHK Flat will be provide on the middle portion of the 3<sup>rd</sup> floor and iv) 1 (one) number of 2BHK Flat will be provide on the middle portion of the 4<sup>th</sup> floor.

AND WHEREAS, the Developer or the Second Party has agreed to pay a sum of Rs. 13,00,000/- (Rupees Thirteen Lakh only) to the Land Owners or the First Party.

AND WHEREAS, the Developer or the Second Party has to arrange a separate rented house of 2BHK or more for the purpose of vacate the Scheduled Property and agreed to pay the house rent, electricity bill and other charges as charged by the owner of the rented house till the delivery of the Land Owners' Allocation in the said Multi-storeyed Building Residential Complex.



AND WHEREAS, the Developer has agreed that if the Developer fails to comply all the terms and conditions of this agreement and/or if the Developer fails to deliver 4 (Four) numbers of 2BHK Flats/Apartments at measuring of each not less than 700 square feet covered area and measuring not less than 931 square feet super build area and 2 (two) numbers car parking spaces each of measuring at least 125 square feet to the Land Owners or the First Party within the Multi-storeyed Building Residential Complex to be constructed over the said Schedule Property within the stipulated period and the extension period which will be mutually agreed by the Developer and the Land Owners, or within a total period of 36 (thirty six) months from the date of commencement of this agreement and also further additional grace period of 6 months from the date of it become effective and thereafter, the agreement will stand cancelled / dismissed / terminated automatically and the Land Owners will not carry any liability created by the Developer by collecting money from any perspective buyers or by purchasing goods from different vendors.

#### ARTICLE-I

#### DEFINITION

Unless this presents it is repugnant or inconsistent with:

1. **LAND OWNERS** shall mean the Land Owners mentioned in this indenture hereinabove and/or its successors, legal representative, heirs, executors, administrators and assigns.
2. **DEVELOPER** shall mean "M/s. MANALI CONSTRUCTION" being represented by its sole proprietor Sri SHYAMAL DUTTA as mentioned in this indenture hereinabove and/or its successors, legal representative, heirs, executors, administrators, nominees, liquidator and/ or assigns.
3. **PROPERTY** shall mean all the land premises mentioned in the Schedule hereunder written within the limits of the Durgapur Municipal Corporation, District - Paschim Bardhaman, and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line which more particularly described in the below mentioned Schedule Property.
4. **BUILDING** means the G+4 or more storied building namely "HARA KUSUM APARTMENT - NATARAJ" for residential purposes only and without any basement to be constructed on the schedule property in accordance with the plan to be sanctioned by the Durgapur Municipal Corporation in the name of the Land Owners and the cost responsibilities or of construction charges and expenses of the Developer hereinafter referred to as the said building or developer.
5. **ARCHITECT** shall mean person or firm to be appointed or nominated by the Developer for Construction of the proposed building.
6. **ADVOCATE** shall mean person or firm to be appointed or nominated by the Developer for prepare and maintain of legal matters.



7. **BUILDING PLAN** mean plan of the residential project of building to be sanctioned by the Durgapur Municipal Corporation in accordance with the building rules.
8. **TRANSFER** arising as grammatical variant or shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer or space/flat in multi-storied building to the intending purchaser and/or purchasers thereof save and except the Land Owners' and Developer's allocation hereinafter referred to.
9. **TRANSFEREES** shall mean the person or body of individual, firm, limited, company, association or persons to whom any space/flat in the building is proposed to be transferred on ownership basis for Residential purpose by a Deed Conveyance for a valuable consideration by the Land Owners and Developer jointly or the respective space/flat of the said building and/or otherwise. Lift shall be installed for the use of the owners of the flats positively.
10. **TIME** shall mean the construction shall be completed a total period of 36 (thirty six) months from the date of commencement of this agreement and also further additional grace period of 6 months from the date of it become effective. If the Developer fails to complete the said construction work within a total period, the Developer will be held liable to appropriately be compensated the Land Owners by payment of money every month amounting to the present local house rent of such 4 (four) numbers 2BHK flats to be handed over to the Land Owners. If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant.
11. **COMMENCEMENT** This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.
12. **COVERED AREA** shall mean the plinth area of the building measuring at the floor level of the ground floor or any storied and as shall be computed by inclusion of the thickness of the internal and external walls.
13. **COMMON AREA** shall mean the area of the lobbies, staircase, landing and other portions of the building intended or required for ingress in and egress from any portion/flat or for providing free access to such portion/flat for the use of the flats/rooms i.e. common Security person Quarters (if any), water pump room in the ground floor and open terrace of the top floor etc. as per sanctioned building plan or plans and/or as may be decided by the Developer in consultation with the Land Owners.
14. **COMMON PORTIONS** shall mean the common installation in the building for common use and utility i.e. plumbing, electrical, drainage, and other installations, fittings, fixtures and machinery which are not exclusive for any portion/flat and which are specified as common by the Developer.
15. **COMMON FACILITIES AND AMENITIES** shall include corridors, staircase, water



pump, pump house, overhead tank, and such other facilities which may be mutually agreed upon by and between the parties and required for the location free enjoyment, maintenance, upkeep and/or proper management of the building.

16. **PROPORTIONATE** shall mean where it refers to the share of any purchaser to purchasers who shall be agreed to purchase or own any flat or portion in the New Building including the land or common area or parts then such proportionate shares shall be the same as to the covered area of the flats in the new building the Land Owners' area and where it refers to share of any rates/taxes, common expenses then such share of the whole shall be determined on the basis of which such rates/taxes as are being respectively levied.
17. **PROJECT** shall mean the development of land by construction of the proposed (G+4) or more floored Multi-storeyed building Residential complex without any underground basement namely "HARA KUSUM APARTMENT - NATARAJ" for selling of the flats/portion of the Building except the portion/flat to be provided to the Land Owners.
18. **SINGULAR** shall include the plural and vice versa.
19. **MASCULINES** shall include the feminine and vice versa.
20. **HOLDING ORGANISATION** shall mean Association, Limited Company or Co-operative or Registered Society that may be nominated or formed by the Land Owners/Developer.
21. **COMMON ELEMENTS** shall mean those limited common elements which are for the use COMMON ELEMENTS of or benefit of all the units as more fully and particularly described of all the units as more fully and particularly described in the SECOND SCHEDULE hereinafter written.
22. **ROOF** shall mean and includes the roof of the said building on the top of the terrace and the roof right will be exclusively belongs to the all flat owners.
23. **SUPER BUILT UP AREA** shall mean covered area + Proportionate share of common area = Total super built up area.

## ARTICLE-II

### COMMENCEMENT AND FIELD OF THIS AGREEMENT

1. This agreement shall come into effect automatically and immediately on execution of these presents by and between the Parties hereto subject of making payments of money as per condition mentioned in ARTICLE-VI of the agreement.
2. Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of Registered of Deed of Deeds of conveyance or Transfer by the Land Owners in favour of the Developer of its nominee/nominees in terms of the Agreement in respect of flat portion in the proposed building together with undivided right, title and interest in the land of the said premises.



ARTICLE-IIILAND OWNERS' REPRESENTATION

1. That the Land Owners or the First Party or the First Part are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of Baid land, ground or premises one of which is the property admeasuring more or less 4 Katha 12 Chhatak and 68 square feet or 9 (Nine) decimals more particularly described in the below mentioned Schedule Property.
2. None other than the Land Owners have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.
3. That the Schedule Property is free from all sorts of encumbrances, attachments, charges, acquisition, requisition, legal flaws, claims, demands, dues, notices, religious or family disputes, legal proceeding in any court of law etc. in any nature whatsoever.
4. That the said Schedule Property is inherited property; the Land Owners has agreed to cooperate with the Developer for the construction of a superstructure on the land beneath the said property.
5. That the said Schedule Property is not affected by any Road Alignment.
6. That the Land Owners or the First Party or the First Part have not entered into any agreement with any person in respect of the said Schedule Property or create any charge on the said Schedule Property and during pendency of this agreement for development of the said Schedule Property; the First Party shall not enter into any agreement with any other Developer or Promoter or create any change in respect of the proposed Multistoried Building to be constructed by the Developer on the said Schedule Property.
7. That no notice of attachments, acquisition or requisition received from any competent authority in respect of the said Schedule Property.
8. That there is no embargo or outstanding dues in respect of Income Tax of the owners and/or any notice of attachments received from the Income Tax Authority under the provisions of the Income Tax Act 1961.
9. That the Land Owners shall comply with all requisitions for the purpose of development of the said property.

ARTICLE-IVLAND OWNERS' RIGHT AND OBLIGATIONS AND REPRESENTATIONS

1. The Land Owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances; charges, liens, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said plot.
2. The Land Owners have absolute right and authority to develop the said plot of land.



ARTICLE-VDEVELOPER'S RIGHT AND RESPONSIBILITIES

The scope of work envisaged to be done by the Developer hereunder shall include:

1. That the Developer accepts the proposal of the Land Owners to develop the said schedule property by erecting new Multi-storeyed Building Residential Complex thereon without any basement, more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions herein provided.
2. Construction of new building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential use. The Developers' responsibility shall include coordinating with all other statutory authorities and to complete construction of the building including plumbing, electrical, sanitary fittings and installation.
3. All outgoings including others rates, taxes duties and other imposition by the Durgapur Municipal Corporation or other competent Authority in respect of the said property up to the date of this agreement shall be paid by the Land Owners and thereafter all such taxes whatsoever shall be paid by the Developer.
4. All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.
5. The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats excluding the flats allocated to the Land Owners, and the common area and facilities and amenities of the proposed building.
6. The Land Owners or any person claiming under them shall not interfere, question, hinder, inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfilment of all obligations of the Developer towards the Land Owners.
7. The Developers will complete the construction of the building with the standard materials as would be available in market, good, proper and substantial more fully and particularly described in the Fourth Schedule hereunder written and in compliance with the said drawings and specifications as are contained in the said plan to be sanctioned by the Durgapur Municipal Corporation.
8. The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owners and to submit the same to the concerned authority in the name of the Land Owners at its own cost and responsibilities and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed New Building.



9. The Developer hereby undertakes to indemnify and keep indemnified to the Land Owners from and against any and all actions, charges, claims of any third party arising out of due to the negligence or noncompliance of any law, rules and regulations of the Durgapur Municipal Corporation and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.
10. The Developer will complete the construction within a total period of 36 (thirty six) months from the date of commencement of this agreement and also further additional grace period of 6 months from the date of it become effective. For this purpose Developer must take all necessary steps. However, in any case if the Developer fails to complete the said construction work in the stipulated period, the Developer will be held liable to appropriately be compensated the Land Owners by paying of money every month amounting to the present local house rent of such 4 (four) numbers 2BHK flats to be handed over to the Land Owners.
11. The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the Land Owners indemnified.
12. The Developer shall obtain all necessary "No-Objection" certificates and procure "Completion Certificate" from all statutory and legal norms and keep the Land Owners indemnified.
13. That the Developer or the Second Party or the Second Part has agreed to provide as well as to deliver 4 (Four) numbers of 2BHK Flats/Apartments and 2 (two) numbers car parking spaces in the "HARA KUSUM APARTMENT - NATARAJ" to the Land Owners or the First Party within the Multi-storeyed Building Residential Complex ("HARA KUSUM APARTMENT - NATARAJ") to be constructed over the said Schedule Property and delivered specification has to be agreed as follows:
- One Flat/Apartment should be on the front side of the 1st (First) Floor as 2BHK (two bed room, one drawing cum dining, one kitchen, two toilets and at least one Balcony) at measuring not less than 700 square feet of covered area and measuring not less than 931 square feet of super build area in favour of Land owner serial number 1) Smt. Chanda Dhar & 5) Smt. Beli Mitra;
  - Second Flat/Apartment should be on the front side of the 2nd (Second) Floor as 2BHK (two bed room, one drawing cum dining, one kitchen, two toilets and at least one Balcony) at not less than 700 square feet of covered area and measuring not less than 931 square feet of super build area in favour of Land owner serial number 4) Smt. Sheuli Saha;
  - Third Flat/Apartment should be on the middle portion of the 3rd (Third) Floor as 2BHK (two bed room, one drawing cum dining, one kitchen, two toilets and at least one Balcony) at measuring not less than 700 square feet of covered area



and measuring not less than 931 square feet of super build area in favour of Land owner serial number 3) Smt. Ruma Hazra,

d. Fourth Flat/Apartment should be on the middle portion of the 4th (Fourth) Floor as 2BHK (two bed room, one drawing cum dining, one kitchen, two toilets and at least one Balcony) at measuring not less than 700 square feet of covered area and measuring not less than 931 square feet of super build area in favour of Land owner serial number 2) Smt. Jhuma Biswas. As per willingness of Land owner serial number 2) Smt. Jhuma Biswas, the Developer will agreed to provide one 3BHK Flat (three bed room, one drawing cum dining, one kitchen, two toilets and at least one Balcony) on the back side of the 4<sup>th</sup> (Fourth) Floor of South-East in favour of Land owner serial number 2) Smt. Jhuma Biswas instead of her owner's allocation flat of 2BHK Flat on the middle portion of the 4th (Fourth) Floor, on condition that Land owner serial number 2) Smt. Jhuma Biswas will be pay Rs. 3000/- per Sq. ft. of excess super build up area which she will enjoy independently. That is to say that total measurement of 3BHK super build up area minus 931 sq. ft. area of 2BHK super build up area is equal to which area is found that is called excess area and the said excess square feet area is multiply with Rs. 3000/- is equal to the final amount which will be pay to the Developer by the Land owner serial number 2) Smt. Jhuma Biswas at the time of taking possession.

e. Two numbers of Car Parking Space at measuring of each not less than 125 square feet at the ground floor to be constructed over the said Schedule landed property in favour of Land owner serial number 2) Smt. Jhuma Biswas and Land owner serial number 4) Smt. Sheuli Saha respectively.

f. The main entrance doors of all the above mentioned four numbers flats/apartments will be paneled door not less than 40mm thick made of original teak wood (instead of 30mm wooden flush doors as mentioned in the third schedule).

14. That the Developer or the Second Party have agreed to pay a sum of **Rs. 13,00,000/- (Rupees Thirteen Lakh only)** to the Land Owners or the First Party in the following manner:

a. This Developer or the Second Party on behalf of the M/s. Manali Construction has already been paid Rupees 1,00,000/- (Rupees one lakh only) as an advance to the Land Owners or the First Party.

b. Rupees 12,00,000/- (Rupees Twelve Lakh only) shall have to paid through RTGS (Bank transaction) by the Developer to the Land Owners (in favour of persons as asked by the Land Owners) or the First Party before the date of signing & executing of this deed of development agreement.

15. In order to vacate the land for the purpose of construction work till the delivery of 4 (Four) numbers of 2BHK Flat/apartment and 2 (two) numbers car parking space of



minimum 125 square feet each in the "HARA KUSUM APARTMENT - NATARAJ", the developer will arrange a separate rented house of 2BHK or more nearby the Scheduled Property, which rented house will be mutually agreed by both the Developer and the Land Owners. The house rent for the said rented house along with electricity bill and other charges as charged by the owner of the rented house will be borne by the Developer only.

16. The Developer has agreed that if each of the flats to be delivered to the Land Owners found to be measuring less than 700 square feet of Covered Area, the Developer will pay demurrage to the Land Owners at the rate of Rupees 5,000/- (Rupees five thousand) per square feet which is less than the stipulated 700 square feet for each flat.

#### ARTICLE-VI

##### CONSIDERATION

1. The Owners will have the right to use/enjoy the common areas and common facilities also of the building as described in the Schedule-II mentioned herein under together with other flat purchasers.
2. The Developers will make arrangement for obtaining completion certificate from the Durgapur Municipal Corporation at the Developers cost and handover the same to the Land Owners within eight months from the date of handing over the possession to the owners of their allotted share.
3. Right of sales/transfer of Owners allocation and rights to enter into agreement for sale/transfer by deed of Conveyance of Owners allocation to the prospective buyers of Owners allocation shall lie with the individual Owner only.
4. Be it stated here that, besides the owners share and Developer will entitled to get the balance portion of the Buildings with a right to sale to any intending buyer or buyers which he deemed fit proper.

#### ARTICLE- VII

##### PROCEDURE

1. The Land Owners shall execute a registered Development Power of Attorney within seven days from the execution of Development Agreement with Builders.
2. The Land Owners shall execute a registered Development Power of Attorney for the purpose of collecting the sanction Plan, all necessary permission and sanction from different authorities in connection with the construction of the building which will be applied in the name of the Land Owners, for pursuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement of sale to receive consideration money. During continuation of this agreement the Land Owners shall



not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillment of the Developer's obligation as per the instant agreement.

3. The Developer and Land Owners both of them under no circumstances is entitled to sale or lease or mortgage the Scheduled Property with any bank or any financial institution or handover to any other developer leaving behind the instant agreement.
4. The Land Owners shall help to obtain mutation of the property in favor of the prospective flat owners whatsoever after the completion of the construction and after transfer or sale of all the flats to the said prospective owners thereof.
5. The Developer shall provide copies of all Plans including sanction plan, layouts, designs, elevations and such others to the owners free of cost.
6. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the Developer till the separation of apportionment of the flats in question among all consumers of purchasers.

#### ARTICLE- VIII

##### CONSTRUCTION

The Land Owners or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

#### ARTICLE- IX

##### POSSESSION

After obtaining conversion certificate from the respective authority, the Land Owners shall handover to the Developer the physical possession of the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the Owners or any person or persons claiming under them. The delivery of possession must be in writing and should be signed both the Land Owners and the Developer subject to prior payment of money to the claimants as mentioned hereinbefore.

#### ARTICLE- X

##### BUILDING

1. The Developer will at its own cost and responsibilities and on the basis of specification as per sanctioned Building plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good



and standard materials and in a workman like manner a total period of 36 (thirty six) months from the date of commencement of this agreement and also further additional grace period of 6 months from the date of it become effective.

2. The Developer will install and erect pumps, underground water storage, overhead reservoirs, electrification, and permanent electric connection from the WBSEB/DPL in the said Building at their own costs and until permanent electric connection is obtained, save and except the Security Deposit and Service charges will be paid for installation of new connection by WBSEB/DPL in the said Building.
3. The Developer shall at its own costs and expenses and without create any financial or other liability on the Land Owners, construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developer during the period of construction subject to the sanction of the appropriate Authority after obtaining approval of the Land Owners.
4. All cost, charges and expense relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land Owners shall have no liability whatsoever in this context.

*Signature*  
*AK*

**ARTICLE- XI**

**RATES AND TAXES**

1. The Developer hereby undertakes and agrees to pay the Municipal tax water and other taxes as being paid by the Land Owners under this agreement till the development of the property from the date of taking over the possession.
2. On completion of the building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.
3. Service Taxes & GST will be applicable as per Government statue.
4. If the Owner sales his portion to any person, tax liability will be borne by him.

**ARTICLE- XII**

**SERVICE AND CHARGES**

1. On completion of the building and after possession of their respective allocated areas in the building, the Developer and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.
2. The service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other equipment or common use maintenance and general management of the building.
3. The Developer in consultation with the Land Owners and other prospective transferees



shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management administration / maintenance and other schemes and as well Association of Land Owners of the respective flats as and when forms.

### ARTICLE- XIII

#### COMMON RESTRICTION

1. The transferees and occupiers shall, in any event not use the allotted area as godown and shall store, inflammable or combustible articles/ materials, such as bide skin, kerosene, foreign liquor country sprit etc. which may cause fire hazard to the said building.
2. None of the transferees and occupiers shall demolish or permit to demolition of any of the structure in their allocated portion or any part thereof.
3. Subject to the Developer fulfilling its obligation and commitments as specified herein the time the owners shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.

### ARTICLE- XIV

#### LEGAL COMPLIANCE

1. None it is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.
2. The Land Owners shall be bound to sign and execute such agreement deeds, documents, papers, writings and forms as may be required by the Developer to be execute in favor of all intending and/or actual transferees in respect of Developer's share and claim of the said building in full as a aforesaid together with proportionate undivided share or right in the land and to register the same whenever necessary.

### ARTICLE- XV

#### OWNERS INDEMNITY

The owners hereby undertake to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land Owners.

### ARTICLE- XVI

#### TITLE DEEDS

The Land Owners shall, at the time of execution of this agreement, deliver to the Developer all original documents and the title deed/deeds and other allied papers



related to the said land against proper accountable receipt.

## ARTICLE- XVII

### MISCELLANEOUS

1. The Land Owners and the Developer herein entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and the Land Owner but as joint Development Agreement between the parties hereto.
2. Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land Owners if delivery by hand and duly acknowledge and/or sent by prepaid registered post with acknowledgement due and shall likewise any notice require to be given by the Land Owners shall be deemed without prejudice of the owner mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.
3. There is no existing agreement regarding the development and/or the sale of the said plot of land and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners and the conforming hereto both hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises except the Developer herein.
4. Each terms of this agreement shall be consideration for the other terms.
5. It is agreed that the Developer may to purchase or take on the development agreement from other party/parties, any land which is connected/adjacent to the schedule property. The Developer may develop comprising the land taken from the Land Owners and schedule premises taken from the Land Owners and schedule premises may be used for entry/exit purpose to other lands acquired from other Land Owners. In such circumstances the Developer will take no objection from the Land Owners and the Developer will compensate the Land Owners suitably by paying mutually agreed amount of money or by providing other amenities which are mutually agreed by both the Developer and the Land Owners.

## ARTICLE- XVIII

### FORCE MAJEURE

1. Force Majeure is herein defined as:
  - a. Any cause which is beyond the control of the Developer
  - b. Natural Phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.
  - c. Accidents and disruption including but not limited to fires, explosive or equipment and power shortage.



d. Transportation delay due to force majeure of accidents.

2. The Developer and/or land owners shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or owner mutually agree to extent time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and Land Owners.

#### ARTICLE- XIX

##### JURISDICTION

Courts of Durgapur along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these present between the parties hereto including specific performance of contract.

#### ARTICLE- XX

##### ARBITRATION

All disputes and difference arising in between the parties to this agreement shall on the First place be referred to unofficial arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly if necessary in accordance with the Indian Arbitration Act, 1996 to process, the dispute and difference and any entitled to proceed before the court of law as regards the said disputes and differences.

#### ARTICLE- XXI

##### GENERAL CONDITIONS

1. All appendices in this agreement are integral parts of this agreement.
2. All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties in presence of two witnesses and counter signed by the proper Advocate.

#### ARTICLE- XXII

##### DEVELOPERS INDEMNITY

The Developer hereby undertakes to keep the Owners indemnified from and against all third parties' claims action arising out of any part or act of commission of the Developer in or relating to the construction of the said residential building complex.

#### ARTICLE- XXII

##### VALIDITY OF THE AGREEMENT

1. The validity of this agreement is four years from the commencement of the agreement. After the period of 36 (thirty six) months from the date of commencement of this



agreement and also further additional grace period of 6 months from the date of it become effective.

2. If the Developer fails comply the terms and conditions of this agreement and/or if the Developer fails to deliver 4 (Four) numbers of 2BHK Flats/Apartments at measuring of each not less than 700 square feet covered area and measuring not less than 931 square feet super build area and 2 (two) numbers car parking spaces each of measuring at least 125 square feet to the Land Owners or the First Party within the Multistoried Building Residential Complex to be constructed over the said Schedule Property within the stipulated period and the extension period which is mutually agreed by the Developer and the Land Owners and thereafter the agreement will stand cancelled/dismissed/terminated automatically.
3. The Land Owners will not carry any liability which has been created by the Developer by collecting money from any perspective buyers or by purchasing goods from different vendors during the construction and validity period of this agreement.

**FIRST SCHEDULE ABOVE REFERRED TO:**

**(LAND)**

All that piece and parcel of land situated at District – Paschim Bardhaman, Additional District Sub - Registrar Office & Sub - Division - Durgapur, P.S. – New Township, DMC Ward No. 24, Holding No. 146 within Mouza – Fuljhore, J.L. No. – 107, R.S. Plot No. – 351 (P) & L.R. Plot No. – 5220, 5221 & 5223, L.R. Khatian No. 902, Classification of land Plot No. – 5220, 5223 *Baid* & Plot No. 5221 *Path* land area more or less 4 Katha 12 Chhatak and 68 square feet or 9 (Nine) decimal.

Individual share of the Land owner's as follows: -

- Land owner serial number 1) Smt. Chanda Dhar has 1.80 decimals land;  
 Land owner serial number 2) Smt. Jhuma Biswas has 1.80 decimals land;  
 Land owner serial number 3) Smt. Ruma Hazra has 1.80 decimals land;  
 Land owner serial number 4) Smt. Sheuli Saha has 1.80 decimals land;  
 Land owner serial number 5) Smt. Beli Mitra has 1.80 decimals land;

within the limits of Durgapur Municipal Corporation and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line and bounded of follows:

On the North	-	Plot No. 351 (P)
On the South	-	Plot No. 351 (P)
On the East	-	Plot No. 356 (P)
On the West	-	100 feet wide Sarat Pally Road

**SECOND SCHEDULE ABOVE REFERRED TO:**

**Common Uses**

1. Staircase on all floors.
2. Staircase landing on all floors.
3. Common passage and lobbies on the ground floor.
4. Water tank, water pump, water pipe line and all other common plumbing installations.
5. Septic tank and sanitary line installations.
6. Common electrical wirings, fittings and fixture.



7. Drainage and sewers
8. Pump set for lifting water to overhead water tank.
9. Firefighting system installation.
10. Boundary wall and main gates.
11. Such other common parts, area, equipment, installations, fixtures, fittings and spaces on or about the said buildings as are necessary for passage to or use and occupancy of the said flats in common and as may be specified and/or determined from time to time to be common parts after constructions and completion of the said building but excluding the roof and/or terrace and covered and uncovered car parking space and areas.
12. Lift facility on all floors.
13. Mummy room and lift machine room on top floor.
14. Roof of the building.

**THIRD SCHEDULE ABOVE REFERRED TO:**

**Specification of the Building**

**Foundation:-**

Reinforced cement concrete structure (Lafarge/Birla/ACC)

**Structure:-**

R.C.C. Frame Structure (Iron rod specification TATA/Shyam Steel/Supershakti)

**Wall:-**

Bricks work ("A" grade)

**Cement Plaster:-**

Outside walls will be 20.0 mm, inside walls will be 15.0 mm & ceiling will be 10.0 mm.

**Water Supply:-**

24 hours water supply from captive and deep tube-well.

Water supply line in Kitchen, Toilets and Balconies.

**Electrical Specification:**

All the electrical equipment such as Main Switch, MCV, Meter Box, Fuse, Distribution Box should be used with ISI mark from standard company.

All the electrical wires should be used fire radiant quality with ISI mark from standard company.

**Bedroom Details: -**

Wall Finish: Smooth white putty with a coat of primer.

Floor Finish: Floor Tiles (2' x 2' = 4 sq. feet)

Door: Sal Wood frame (100mm x 60mm) with 30mm thick wooden flush doors painted with 2 coats of synthetic enamel on a coat of primer with standard fittings with ISI mark materials from standard company.

Window: Anodized Aluminium frame with glass (sliding) along with square bar grill.

Electrical Points: General light, fan & plug points, AC (only one) and TV points.

**Toilets Details:-**

Wall Finish: 8" X 12" Designed Glazed tiles up to Lintel level, smooth white putty with a coat of primer.

Floor Finish: Antiskid Tiles (size 16" X 16")

Door: P.V.C. door and frame.

Window: Anodized Aluminium frame with glass (sliding) along with square bar grill.

Electrical Points: General light and plug points, point for geyser & exhaust fan.

Fittings: EWC with PVC Cistern, sanitary ware of ISI quality for water supply, hot & cold water mixing, system overhead shower, wash basin and mirror.

**Kitchen Details:-**

Kitchen Platform: White/Red/Bottle green Granite stone.

Shelves: R.C.C. shelves for storage on one of the wall of the kitchen.

Sink: Steel Sink without Drain Board to be fitted in working counter with hot and cold water mixing system.

Wall finish: Glazed tiles in walls of tiles size 8" X 12" up to 4 feet above cooking counter sink.



Floor Finish: Floor Tiles (2' x 2' = 4 sq. feet)

Door: Sal Wood frame (100mm x 60mm) with 30mm thick wooden flush doors painted with 2 coats of synthetic enamel on a coat of primer with standard fittings with ISI mark materials from standard company.

Window: Anodized Aluminium frame with glass (sliding) along with square bar grill.

Electrical Points: Power point (one number), exhaust fan point (one number), general light, fan & plug points, Geyser, Chimney, Grinder and Microwave points.

**Drawing/Dining details:-**

Wall Finish: Smooth white putty with a coat of primer.

Floor Finish: Floor Tiles (2' x 2' = 4 square feet)

Door: Sal Wood frame (100mm x 60mm) with 30mm thick wooden flush doors painted with 2 coats of synthetic enamel on a coat of primer with standard fittings with ISI mark materials from standard company.

Window: Anodized Aluminium frame with glass (sliding) along with square bar grill.

Fittings: One wash basin, mirror.

Electrical points: Fridge point with general light, fan & plug points, AC points (two numbers) and TV Points.

**Electrical Wiring Details:-**

Concealed PVC Copper wiring with adequate Earthing shall be provided. Power point for AC in bedroom and drawing/dining, Power point for Geysers in Toilets and Kitchen, Power points for Chimney, Grinder and Microwave ovens in kitchen. At least two number plug points on each lighting switch board.

All electrical switches and accessories of standard make ISI quality with adequate points, lighting, sockets, outlets etc. shall be provided including ceiling fixture for fan.

**Lift Details:-**

6 Passengers 408 Kgs (1 set) semi-automatic lift with SS body.

**External Wall Details:-**

All external wall shall be painted with one coat of primer with two coats of weather-coat paint (BERGER/ICI/ASIAN PAINTS/DULUX).

**FOURTH SCHEDULE REFERRED TO ABOVE SHOULD BE BORN**

**BY THE FLAT OWNER(S)**

**[Maintenance Charges]**

Repairing, rebuilding, repainting, improving or other treating of Boundary walls, Building/s, Security Room & etc.

Repairing, rebuilding of Garden & Roads, Ground, Drainage, Sewerage and etc.

Repairing of Lift, Generator, community electric wiring, Electrical equipment & fittings and purchasing of new Lift, Generator, electrical equipment & fittings.

Repairing, rebuilding of underground & overhead water tank, pump, pipe line for water supply.

Electric charges for all common areas.

Salary and wages of staff of maintenance.

BL & LRO rent & Municipality Taxes including Holding Taxes/Panchayat taxes for individual Flat/plot and all common parts situated at "HARA KUSUM APARTMENT PHASE - NATARAJ".

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of all the Land Owners and representative of the Developer are attested in additional pages in this deed being nos. 1(A) 2 pages & lay out or rough sketch of the land of the proposed multi-storeyed building being nos. 1(B) 1 page i.e. in total 3 number of pages and these will be treated as a part of this deed.

IN WITNESS WHERE OF THE OWNERS AND THE DEVELOPER here in above named have hereto set their respective hands and signed this DEED OF AGREEMENT OF DEVELOPMENT at Durgapur on the date, month and year hereinabove first above written in presence of witnesses mentioned herein below.



Chanda dhar.

SIGNED AND DELIVERED by the LAND OWNER NO. 1 In presence of:

Jhuma Biswas

SIGNED AND DELIVERED by the LAND OWNER NO. 2 In presence of:

Ruma Hazra

SIGNED AND DELIVERED by the LAND OWNER NO. 3 In presence of:

Shenli Saha

SIGNED AND DELIVERED by the LAND OWNER NO. 4 In presence of:

Beli Mitra

SIGNED AND DELIVERED by the LAND OWNER NO. 5 In presence of:

**MANALI CONSTRUCTION**

Subhant Dutta  
PROPRIETOR

SIGNED AND DELIVERED by the DEVELOPER In presence of:

WITNESS In presence of:

1. **Mr. Mithun Dutta**  
Son of Mr. Swapan Dutta  
Residing at Fuljhore Danga Para,  
Durgapur - 713206, P.S. - N.T.S.  
Dist. - Paschim Bardhaman.
2. **Mr. Saurav Mondal**  
Son of Mr. Subhash Mondal  
Residing at Ramchandrapur,  
Samar Gram Ramchandrapur,  
P.S. - Sonamukhi, PIN - 722207  
District - Bankura.

Mithun Dutta

Saurav Mondal

Drafted & Printed at my office to perused the Records & Documents & I read over & Explained in Mother Languages to all parties to this deed and all of them admit that the same has been correctly written as per their instruction.

Jayanto Saha

Advocate, Durgapur Court.  
Enrolment No. = WB/65/1992



## হস্তাসূত্র টিপ ছাপ ও ফটো/Fingers Print & Photo

বাম হাত Left Hand						 <i>Shujat Dault</i>
	বৃহদঙ্গুল Thumbs	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।

Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর

Signature

*Shujat Dault*

বাম হাত Left Hand						 <i>Chanda dhar</i>
	বৃহদঙ্গুল Thumbs	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।

Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর

Signature

*Chanda dhar*

বাম হাত Left Hand						 <i>Jhuma Biswas</i>
	বৃহদঙ্গুল Thumbs	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।

Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর

Signature

*Jhuma Biswas*

বাম হাত Left Hand						 <i>Ruma Hazra</i>
	বৃহদঙ্গুল Thumbs	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।

Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর

Signature

*Ruma Hazra*



## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাঁ হাত Left Hand						 <i>Sheuli Saha</i>
	বৃহদঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।

Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature Sheuli Saha

বাঁ হাত Left Hand						 <i>Bela Mitra</i>
	বৃহদঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।

Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature Bela Mitra

বাঁ হাত Left Hand						<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;">                   ফটো             </div>
	বৃহদঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।

Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature \_\_\_\_\_

বাঁ হাত Left Hand						<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;">                   ফটো             </div>
	বৃহদঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।

Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature \_\_\_\_\_



आयकर विभाग

INCOME TAX DEPARTMENT

SHYAMAL DUTTA

SHANTI RANJAN DUTTA

28/04/1974

Permanent Account Number

ANGPD2521C

*Shyamal Dutta*

Signature



भारत सरकार

GOVT. OF INDIA



28/07/2014



*Shyamal Dutta*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

CHANDA DHAR  
SURESH CHANDRA BARDHAN  
02/02/1958

Permanent Account Number

BAXPD5543H

*Chanda Dhar*  
Signature



*Chanda dhar*





आयकर विभाग भारत सरकार  
INCOME TAX DEPARTMENT GOVT. OF INDIA

JHUMA BISWAS  
PHANI BHUSAN DHAR  
25/09/1970

Permanent Account Number  
AKXPB3825H

*Jhuma*  
Signature



*Jhuma Biswas*



2025 11 13 0



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

RUMA HAZRA  
PHANI BHUSAN DHAR  
01/01/1957

Panhandle Account Number

ANVPH3298R

*Ruma Hazra*  
Signature



*Ruma Hazra*



भारत सरकार



आयकर विभाग  
INCOME TAX DEPARTMENT  
SHEULI SAHA  
PHANI BHUSAN DHAR  
14/12/1975  
PAN Sheet Account Number  
AMAPD7650B  
*Sheuli Saha*  
Signature



*Sheuli Saha*



श्री १००० ००



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

BELI MITRA

PHANI BHUSAN DHAR

17/12/1979

Permanent Account Number

BPMPM5333N

*Beli Mitra*

Signature



08102011

*Beli Mitra*



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201819-036929922-1 Payment Mode Online Payment  
GRN Date: 06/03/2019 12:04:23 Bank : Allahabad Bank  
BRN : 060319005224328 BRN Date: 06/03/2019 12:07:44

DEPOSITOR'S DETAILS

Id No. : 02061000058084/4/2019  
(Query No./Query Year)

Name : JAYANTA SARKAR  
Contact No : Mobile No. : +91 9832166802  
E-mail :  
Address : CITY CENTRE COURT DURGAPUR 16  
Applicant Name : Mr Jayanta Sarkar  
Office Name :  
Office Address :  
Status of Depositor : Advocate  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	02061000058084/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	2011
2	02061000058084/4/2019	Property Registration- Registration Fees	0030-03-104-001-18	13014
Total				15025

In Words : Rupees Fifteen Thousand Twenty Five only



  
 भारतीय निर्वाचन आयोग  
 भारत सरकार  
 ELECTION COMMISSION OF INDIA  
 IDENTITY CARD  
 ARZ1428175




निर्वाचक नाम : मिथुन दादा  
 Elector's Name : Mithun Datta  
 पितृनाम : जयन दादा  
 Father's Name : Jayan Datta  
 लिंग/Sex : पुरु/ M  
 जन्म तिथि/Date of Birth : 30/08/1993



  
 ARZ1428175  
 डिप्टी  
 जिला निर्वाचन अधिकारी, बुरुवान  
 पिन-713206

Address:  
 FUL-HORE DHANSA PARA,  
 BURWAN, NEW TOYNISHI  
 BURWAN-713206

  
 Date: 03/02/2012

276-एड्रेस चेंद्रावत नवो निर्वाचन  
 अधिकारी कक्षा बुरुवान  
 Facsimile Signature of the Electoral  
 Registration Officer for  
 276-Burwan Panch Constituency

हेतु निर्वाचन आयोग भारत सरकार को निर्वाचन आयोग  
 कार्य हेतु निर्वाचन आयोग को निर्वाचन आयोग  
 निर्वाचन आयोग हेतु निर्वाचन आयोग

In case of change of address mention the Card No.  
 in the envelope form for entering your name in the  
 list at the changed address and to obtain the card  
 with same number.

*Mithun Datta*



## Major Information of the Deed

Deed No :	I-0206-01231/2019	Date of Registration	06/03/2019
Query No / Year	0206-1000058084/2019	Office where deed is registered	
Query Date	01/03/2019 3:47:09 PM	A.D.S.R. DURGAPUR, District: Burdwan	
Applicant Name, Address & Other Details	Jayanta Sarkar Durgapur Court, Thana : Durgapur, District : Burdwan, WEST BENGAL, Mobile No. : 9832166802. Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 13,00,000/-]		
Set Forth value	Market Value		
	Rs. 42,00,470/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,011/- (Article:48(g))	Rs. 13,014/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		



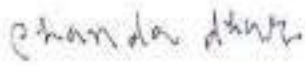





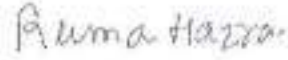
### Land Details :

District: Burdwan, P.S:- New Township, Municipality: DURGAPUR MC, Road: Sarat Pally Road, Mouza: Fuljhore Pin Code : 713210

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-5221	LR-902	Vastu	Path	0.001 Dec		467/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L2	LR-5223	LR-902	Vastu	Baid	1 Dec		4,86,667/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L3	LR-5220	LR-902	Vastu	Baid	8 Dec		37,33,336/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
<b>TOTAL :</b>					<b>9.001Dec</b>	<b>0 /-</b>	<b>42,00,470 /-</b>	
<b>Grand Total :</b>					<b>9.001Dec</b>	<b>0 /-</b>	<b>42,00,470 /-</b>	



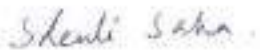



Major Information of the Deed :- I-0206-01231/2019-06/03/2019

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Chanda Dhar (Presentant)</b> Wife of Late Phani Bhusan Dhar Executed by: Self, Date of Execution: 05/03/2019 , Admitted by: Self, Date of Admission: 06/03/2019 ,Place : Office	 06/03/2019	 LTI 06/03/2019	 06/03/2019
MR-9, Sharat Pally, P.O:- Durgapur, P.S:- New Township, District:-Burdwan, West Bengal, India, PIN - 713206 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BAXPD5543H, Status :Individual, Executed by: Self, Date of Execution: 05/03/2019 , Admitted by: Self, Date of Admission: 06/03/2019 ,Place : Office				
2	<b>Mrs Jhuma Biswas</b> Wife of Swapan Kumar Biswas Executed by: Self, Date of Execution: 05/03/2019 , Admitted by: Self, Date of Admission: 06/03/2019 ,Place : Office	 06/03/2019	 LTI 06/03/2019	 06/03/2019
MR-24, Sharat Pally, P.O:- Durgapur, P.S:- New Township, District:-Burdwan, West Bengal, India, PIN - 713206 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AKXPB3825H, Status :Individual, Executed by: Self, Date of Execution: 05/03/2019 , Admitted by: Self, Date of Admission: 06/03/2019 ,Place : Office				
3	<b>Mrs Ruma Hazra</b> Wife of Mr Ashish Hazra Executed by: Self, Date of Execution: 05/03/2019 , Admitted by: Self, Date of Admission: 06/03/2019 ,Place : Office	 06/03/2019	 LTI 06/03/2019	 06/03/2019
Path No- 4 B, Rishi Arabinda Pally, P.O:- Durgapur, P.S:- Coke Oven, District:-Burdwan, West Bengal, India, PIN - 713201 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ANVPH3298R, Status :Individual, Executed by: Self, Date of Execution: 05/03/2019 , Admitted by: Self, Date of Admission: 06/03/2019 ,Place : Office				

Major Information of the Deed :- I-0206-01231/2019-06/03/2019






4	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mrs Sheuli Saha</b> Wife of Samir Saha Executed by: Self, Date of Execution: 05/03/2019 , Admitted by: Self, Date of Admission: 06/03/2019 ,Place : Office			
	06/03/2019	LTI 06/03/2019	06/03/2019	
6/34, Newton Avenue, B- Zone, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713205 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AMAPD7650B, Status :Individual, Executed by: Self, Date of Execution: 05/03/2019 , Admitted by: Self, Date of Admission: 06/03/2019 ,Place : Office				
5	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mrs Beli Mitra</b> Wife of Manish Mitra Executed by: Self, Date of Execution: 05/03/2019 , Admitted by: Self, Date of Admission: 06/03/2019 ,Place : Office			
	06/03/2019	LTI 06/03/2019	06/03/2019	
Bajrang Nagar Main Road, Bajrang Nagar, P.O:- Jabalpur, P.S:- JABALPUR, District:-Jabalpur, Madhya Pradesh, India, PIN - 482005 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BPM5333N, Status :Individual, Executed by: Self, Date of Execution: 05/03/2019 , Admitted by: Self, Date of Admission: 06/03/2019 ,Place : Office				

#### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Manali Construction</b> Sonamukhi, Haranath Road, Dewan Bazar, P.O:- Sonamukhi, P.S:- Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207 , PAN No.:: ANGPLD2521C, Status :Organization, Executed by: Representative

#### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Shyamal Dutta</b> Son of Santi Ranjan Dutta Date of Execution - 05/03/2019 , Admitted by: Self, Date of Admission: 06/03/2019, Place of Admission of Execution: Office
	  
	Mar 6 2019 1:59PM LTI 06/03/2019 06/03/2019
Sonamukhi, Haranath Road, Dewan Bazar, P.O:- Sonamukhi, P.S:- Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANGPLD2521C Status : Representative, Representative of : Manali Construction (as sole proprietor)	

Major Information of the Deed :- I-0206-01231/2019-06/03/2019

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Mithun Dutta</b> Son of Mr Swapan Dutta Fullchre Danga Para, P.O:- Durgapur, P.S:- New Township, District-Burdwan, West Bengal, India, PIN - 713206	 06/03/2019	 06/03/2019	 06/03/2019
Identifier Of Chanda Dhar, Mrs Jhuma Biswas, Mrs Ruma Hazra, Mrs Sheuli Saha, Mrs Beli Mitra, Mr Shyamal Dutta			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Chanda Dhar	Manali Construction-0.0002 Dec
2	Mrs Jhuma Biswas	Manali Construction-0.0002 Dec
3	Mrs Ruma Hazra	Manali Construction-0.0002 Dec
4	Mrs Sheuli Saha	Manali Construction-0.0002 Dec
5	Mrs Beli Mitra	Manali Construction-0.0002 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Chanda Dhar	Manali Construction-0.2 Dec
2	Mrs Jhuma Biswas	Manali Construction-0.2 Dec
3	Mrs Ruma Hazra	Manali Construction-0.2 Dec
4	Mrs Sheuli Saha	Manali Construction-0.2 Dec
5	Mrs Beli Mitra	Manali Construction-0.2 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Chanda Dhar	Manali Construction-1.6 Dec
2	Mrs Jhuma Biswas	Manali Construction-1.6 Dec
3	Mrs Ruma Hazra	Manali Construction-1.6 Dec
4	Mrs Sheuli Saha	Manali Construction-1.6 Dec
5	Mrs Beli Mitra	Manali Construction-1.6 Dec

**Endorsement For Deed Number : I - 020601231 / 2019**

Major Information of the Deed :- I-0206-01231/2019-06/03/2019



On 05-03-2019

**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 42,00,470/-



**Partha Bairaggya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. DURGAPUR**  
**Burdwan, West Bengal**

On 06-03-2019

**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 12:17 hrs on 06-03-2019, at the Office of the A.D.S.R. DURGAPUR by Chanda Dhar , one of the Executants.

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

Execution is admitted on 06/03/2019 by 1. Chanda Dhar, Wife of Late Phani Bhusan Dhar, MR-9, Sharat Pally, P.O: Durgapur, Thana: New Township, , Burdwan, WEST BENGAL, India, PIN - 713206, by caste Hindu, by Profession House wife, 2. Mrs Jhuma Biswas, Wife of Swapan Kumar Biswas, MR-24, Sharat Pally, P.O: Durgapur, Thana: New Township, , Burdwan, WEST BENGAL, India, PIN - 713206, by caste Hindu, by Profession House wife, 3. Mrs Ruma Hazra, Wife of Mr Ashish Hazra, Path No- 4 B, Rishi Arabinda Pally, P.O: Durgapur, Thana: Coke Oven, , Burdwan, WEST BENGAL, India, PIN - 713201, by caste Hindu, by Profession House wife, 4. Mrs Sheuli Saha, Wife of Samir Saha, 6/34, Newton Avenue, B- Zone, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713205, by caste Hindu, by Profession Service, 5. Mrs Beli Mitra, Wife of Manish Mitra, Bajrang Nagar Main Road, Bajrang Nagar, P.O: Jabalpur, Thana: JABALPUR, , Jabalpur, MADHYA PRADESH, India, PIN - 482005, by caste Hindu, by Profession House wife

Indetified by Mr Mithun Dutta, , Son of Mr Swapan Dutta, Fuljhore Danga Para, P.O: Durgapur, Thana: New Township, , Burdwan, WEST BENGAL, India, PIN - 713206. by caste Hindu, by profession Others

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

Execution is admitted on 06-03-2019 by Mr Shyamal Dutta, sole proprietor, Manali Construction (Sole Proprietorship), Sonamukhi, Haranath Road, Dewan Bazar, P.O:- Sonamukhi, P.S:- Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207

Indetified by Mr Mithun Dutta, , Son of Mr Swapan Dutta, Fuljhore Danga Para, P.O: Durgapur, Thana: New Township, , Burdwan, WEST BENGAL, India, PIN - 713206. by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 13,014/- ( B = Rs 13,000/- ,E = Rs 14/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 13,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/03/2019 12:07PM with Govt. Ref. No: 192018190369299221 on 06-03-2019, Amount Rs: 13,014/-, Bank: Allahabad Bank ( ALLA0210031), Ref. No. 060319005224328 on 06-03-2019, Head of Account 0030-03-104-001 -16

Major Information of the Deed :- I-0206-01231/2019-06/03/2019

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,011/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 2,011/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 464, Amount: Rs.5,000/-, Date of Purchase: 05/03/2019, Vendor name: KHUDIRAM MONDAL

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/03/2019 12:07PM with Govt. Ref. No: 192018190369299221 on 06-03-2019, Amount Rs: 2,011/-, Bank: Allahabad Bank ( ALLA0210031), Ref. No. 060319005224328 on 06-03-2019, Head of Account 0030-02-103-003-02



**Partha Bairaggya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. DURGAPUR**  
**Burdwan, West Bengal**

Major Information of the Deed :- I-0206-01231/2019-06/03/2019



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0206-2019, Page from 28241 to 28282

being No 020601231 for the year 2019.



Digitally signed by PARTHA BAIRAGGYA  
Date: 2019.03.12 14:08:56 +05:30  
Reason: Digital Signing of Deed.

(Partha Bairaggya) 12-03-2019 14:08:10  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. DURGAPUR  
West Bengal.

(This document is digitally signed.)