

4390

P 4361/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 702585

certified that the Document
is Admitted to Registration the
Signature Sheet and the Endo-
gements are the Part of the
Document

A. D. S. D. S.
Dudwan

18 MAY 2023

DEVELOPMENT AGREEMENT

Or

CONSTRUCTION AGREEMENT

12-04/23
15.05.23
Geo. (R) 680450/23

Jyoti Sarkar
Asst

Serial No. 2350 Date 24 JAN 2023
Sold to Manahi Construction,
Address Durgapur-06
Value of Stamps 1000/-
Date of Purchase of this Stamp Paper 22 DEC 2022
from the Treasury
Name of the Treasury from where Purchased, DURGAPUR.



Subrata Kumar Chakraborty
Stamp Vendor
A. D. S. R. Office, Durgapur-16
Licence No. 5 of 1989



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

16 MAY 2023

THIS DEVELOPMENT AGREEMENT made at the Durgapur Additional District Sub-Registrar Office on this 13th day of March 2023,

BETWEEN

Mr. NIRMAL KUMAR MONDAL [PAN - AJLPM1464E & Aadhaar - 5922 3998 1730], Son of Late Jatadhari Mondal, by faith - Hindu, by occupation Business, Residing at Bhiringi Mondal Para, Benachity, P.O. - Durgapur - 713213, P.S. - Durgapur, District - Paschim Bardhaman; State - West Bengal; hereinafter called and referred to as **LANDLORD / OWNER** or **FIRST PARTY** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **ONE PART**.

AND

MANALI CONSTRUCTION [PAN No. - ANGPD2521C], having its Registered Office at B/19, Arvil Park, Fuljhore, Holding No. 54/N, P.O. - Durgapur, P.S. - New Township, District - Paschim Bardhaman, PIN Code - 713206, State - West Bengal, India; Head office at Sonamukhi, P.S. - Sonamukhi, District - Bankura, PIN Code - 722207; **being represented by its sole proprietor Sri SHYAMAL DUTTA [PAN No. - ANGPD2521C & Aadhaar - 6527 8942 2637]**, Son of Late Shanti Ranjan Dutta, by Occupation - Business, Nationality - Indian, Residing at 11/35, SEPCO Township, B-zone, Near Kali Mandir, P.O. & P.S. - Durgapur, District - Paschim Bardhaman, PIN Code - 713205, State - West Bengal, India; hereinafter referred to as the **"DEVELOPER" or SECOND PARTY** (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 **OTHER PART**.

WHEREAS the landlord / owner or the first party is absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of Land situated at

District	:	Paschim Bardhaman formerly Burdwan
A.D.S.R	:	Durgapur
Thana (Police Station)	:	Durgapur
Municipality	:	Durgapur Municipal Corporation
Mouza	:	Bhiringi
J.L. No	:	119,
PIN Code:	:	713213

Sch No.	Plot Number	Khatian Number	Land Use		Area of Land	Deed No /year	Land Owner
			Propo- sed	ROR		Registration Office	
L1	L.R. - 2285 (R.S.-3064)	LR - 6453	Bastu	Baid	0.16 Acre or 16 Decimal	Gift Deed No.= I - 6356 dated 24.09.1987 ADSR Durgapur	Mr. Nirmal Kumar Mondal
GRAND TOTAL :					0.16 Acre or 16 Decimal		

hereinafter called the "**SCHEDULE PROPERTY**"

AND WHEREAS, in the year 1987, Jatadhari Mondal (the father of the first party or land owner) son of Late Prabhakar Mondal, of Bhiringi, Durgapur - 713213, P.S. - Durgapur, District - Burdwan, gifted his inherited Schedule Property to his son **SRI NIRMAL KUMAR MONDAL** (the first party) vide Registered Gift Deed dated 24.09.1987, registered in the office of the Additional District Sub-Registrar Office - Durgapur, being Gift Deed Number I-6356 for the Year 1987.

AND WHEREAS, the facts described above mean and conclude that Land Owner or First Party hereto is the recorded Owner as ROR and rightful owner and in possession of the aforesaid *Baid* land admeasuring area 16 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 Multistoried Building (Residential) Complex.

AND WHEREAS, the Developer or the Second Party of the Second Part is the sole proprietor of the firm under the name and style of MANALI CONSTRUCTION (Developer or Second Party) having its Registered Office at Sonamukhi, Dewan Bazar, P.O. & P.S. - Sonamukhi, District - Bankura, PIN Code - 722207, State - West Bengal,

AND WHEREAS, the Developer herein have approached the Land Owner 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 Developer at its own costs and expenses and also subject to the plan of the proposed development being sanction by the Municipal Corporation of Durgapur, which responsibility is agreed to be shouldered by the Developer herein as a result of which hereof the Land Owner is desirous of appointing

the Developer as develops of the said property by erecting new Multistoried Building (Residential) Complex thereon, more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions hereinafter appearing :

AND WHEREAS, the Land Owner accepts the proposal of the Developer to develop the said Schedule Property by erecting new Multi-storeyed Building Residential Complex of high rise thereon (as per approved Plan).

AND WHEREAS, the Land Owner and Developer has mutually agreed that the name of the Multi-storeyed Building Complex for Residential purposes is "**HARA KUSUM APARTMENT PHASE - XII**" more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions herein provided.

ARTICLE-I

DEFINITION

Unless this presents it is repugnant or inconsistent with:

1. **LAND OWNER** shall mean the Land Owner mentioned in this indenture hereinabove and/or its heirs, successors, legal representative, 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 heirs, successors, Successor-in-office, legal representative, 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 Multi-storeyed Building Residential Complex of high risethereon (as per approved Plan) namely "HARA KUSUM APARTMENT - XII" for residential purposes only to be constructed on the schedule property in accordance with the plan to be sanction by the Durgapur Municipal Corporation in the name of the Land Owner and the cost, fees, responsibilities, construction charges and expenses shall carried by the Developer hereinafter.
5. **ARCHITECT** shall mean person(s) or firm(s) to be appointed or nominated by the Developer for Construction of the proposed building.
6. **ADVOCATE** shall mean person or legal professional or solicitor 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 sanction by the Durgapur Municipal Corporation in accordance with the municipality 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 Owner's 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 Owner 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 24 (twenty-four) 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 time requires to be increased in that event both the parties i.e. the Developer and the Land Owner 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 floor of the building 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 Owner.
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 area 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 or

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 thereon, then such proportionate shares shall be the same as to the covered area of the flats in the new building of the schedule property 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 Multi-storeyed Building Residential Complex of high rise thereon (as per approved Plan) namely "HARA KUSUM APARTMENT - XII" for selling of the flats/portion of the Building except the portion/flat to be provided to the Land Owner.
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 of or benefit of all the units as more fully and particularly described of all the units in the SECOND SCHEDULE (Part - I & II) respectively 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. **FLAT** shall mean and include covered area and super build up area of the respective flat where it refers to the share of any purchaser or 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 thereon.
24. **PARKING** shall mean and include 135 sq. ft. of super build up area where it refers to the share of any purchaser or purchasers who shall be agreed to purchase or own any parking or portion in the New Building premises subject to purchaser or purchasers should be purchased the flat on the proposed building of the schedule property. (including the land or common area or parts thereon,
25. **SUPER BUILD 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(s) of conveyance or Deed of Transfer by the Land Owners and the Developer to the intending purchaser(s) or its nominee/nominees in terms of the Agreement in respect of fiat(s) or portion in the proposed building together with undivided right, little and interest in the land of the said premises.

ARTICLE-III

LAND OWNERS' REPRESENTATION

1. That the Land Owner or the First Party is 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 16 (sixteen) decimals more particularly described in the below mentioned Schedule Property.
2. None other than the Land Owner 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 has purchased by the Land Owner and he has agreed to cooperate with the Developer for the construction of a superstructure on the land of the said property.
5. That the said Schedule Property is not affected by any Road Alignment.
6. That the Land Owner or the First Party 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 land owner 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 Owner shall comply with all requisitions and process for the purpose of development of the said property.

ARTICLE-IV

LAND OWNERS' RIGHT AND OBLIGATIONS AND REPRESENTATIONS

1. The Land Owner 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 Owner has absolute right and authority to develop the said plot of land through Developer or the Second Party.

ARTICLE-V

DEVELOPER'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 Owner to develop the said schedule property by erecting new Multi-storeyed Building Residential Complex thereon 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 Owner 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 Owner, and the common area and facilities and amenities of the proposed building.
6. The Land Owner 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 Owner.
7. The Developer 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 Third 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.

Signature

8. The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owner and to submit the same to the concerned authority in the name of the Land Owner and all cost, fees and responsibilities will be carried by the Developer and as such, 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 Owner from and against any and all actions, charges, claims of any third party arising out of due to the negligence of 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 24 (twenty-four) 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.
11. The Developer shall abide by all the safety norms including strictly maintain the guideline of the Government in the period of the pandemic situation during the construction of the proposed building and where to all statutory and legal norms and keep the Land Owner 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 Owner indemnified.
13. That the Developer or the Second Party has agreed to provide as well as the Developer will deliver **5 (Five) number of Flats with completion of colour (as per colour choice of land owner) and 2 (two) numbers of car parking spaces and Rs. 50,00,000/- (Rupees Fifty Lakh only)** to the Land Owner or the First Party within the proposed Multi-storeyed Building Residential Complex ("HARA KUSUM APARTMENT - XII") to be constructed over the said Schedule Property and delivered specification has to be agreed as follows:

A. Land Owner's Allocated Flat & Parking

- a. One Flat/Apartment shall be situated on the Road side South-East of the 1st (First) Floor as 3BHK as Flat No. 1B, measuring 921 square feet of Carpet area and 1535 square feet of super build up area;

- b. Second Flat/Apartment shall be situated on the South-West side of the 1st (First) Floor as 3BHK as Flat No. 1A, measuring 865 square feet of Carpet area and 1442 square feet of super build up area;
- c. Third Flat/Apartment shall be situated on the North-West of the 2nd (Second) Floor as 2BHK as Flat No. 2E, measuring 674 square feet of Carpet area and 1123 square feet of super build up area;
- d. Fourth Flat/Apartment shall be situated on the North-West of the First Floor as 2BHK as Flat, No. 1E measuring 674 square feet of Carpet area and 1123 square feet of super build up area;
- e. Fifth Flat/Apartment shall be situated on the North-East 1st (First), Flat No. -1D Floor measuring 540 square feet of Carpet area and 900 square feet of super build up area;
- f. Two numbers of Car Parking Space on the ground floor to be constructed over the said Schedule landed property in favour of Land owner.

B. Land Owner's Remuneration :-

That the Developer or the Second Party have agreed to pay a sum of Rs. 50,00,000/- (Rupees Fifty Lakh only) to the Land Owner or the First Party for the purpose of this agreement and full and final payment will be completed within 31.03.2024.

ARTICLE-VI

CONSIDERATION

1. The Owner 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 Developer will make arrangement for obtaining completion certificate from the Durgapur Municipal Corporation and fees & cost will be provide by the Developer and handover the same to the Land Owner within eight months from the date of handing over the possession to the owner of their allotted share.
3. Right of sales/transfer of Owner 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 decision of the Land Owner only.
4. Be it stated here that, besides the owner 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 Owner shall execute a registered Development Power of Attorney within seven days from the execution of Development Agreement with Builders.
2. The Land Owner 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 Owner, 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 Owner 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 Owner 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 Owner shall help to obtain mutation of the property in favour 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 Owner 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 fulfilment 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 24 (twenty-four) 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 DPL / WBSEDCL 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 Owner, 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 Owner shall have no liability whatsoever in this context.

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 Owner 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 Owner 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 hide skin, kerosene, foreign liquor country spirit 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**OWNER'S INDEMNITY**

The land owner 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 Owner.

ARTICLE- XVI

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- XVII

REVOCATION

The Land Owners or Vendors has every right to revoke and/or rescind this development agreement after 24 months (effective after sanctioning the Plan from approved authority) and also further additional grace period of 6 months from the date of it become effective, if the Developer shall unable to complete the construction work or fail to make payment and/or deliver of flat(s) according to this agreement, for that the Land Owners has to give one month clear notice to the Developer.

The Developer has every right to revoke and/or rescind this development agreement if due to litigation in land, the Developer could not able to start construction work and for the same the Developer has to give one month clear notice to the Land Owners and the Land Owners shall refund the entire amount or entire consideration which they received from the Developer.

ARTICLE- XVIII

MISCELLANEOUS

1. The Land Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner.

ARTICLE- XIX

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 accidents.
 - e. Any cause like epidemic, pandemic, lockdown, strike or COVID19 or other disease.
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 Owner.

ARTICLE- XX

JURISDICTION

Courts of Durgapur 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- XXI

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- XXII

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- XXIII

TITLE DEEDS

The Land Owner 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- XXIV

VALIDITY OF THE AGREEMENT

- 
1. The validity of this agreement is four years from the commencement of the agreement. After the period of 24 (twenty-four) 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 to comply the terms and conditions of this agreement 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 Owner and thereafter the agreement will stand cancelled/dismissed/terminated automatically.
 3. The Land Owner 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 formerly Burdwan
A.D.S.R	:	Durgapur
Thana (Police Station)	:	Durgapur
Municipality	:	Durgapur Municipal Corporation
Mouza	:	Bhiringi
J.L. No	:	119,

PIN Code: : 713213

Sch No.	Plot Number	Khatian Number	Land Use		Area of Land	Deed No /year	Land Owner
			Propo- sed	ROR		Registration Office	
L1	L.R. - 2285 (R.S.-3064)	LR - 6453	Bastu	Baid	0.16 Acre or 16 Decimal	Gift Deed No.= I - 6356 dated 24.09.1987 before ADSR Durgapur	Mr. Nirmal Kumar Mondal
GRAND TOTAL :					0.16 Acre or 16 Decimal		

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 of Subhasish Roy
- On the South - 30 feet wide Ambagan Road
- On the East - 16 feet wide Road
- On the West - Plot of Kuntal Mondal & Koushik Mondal

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. Security room and lift machine room.
14. Roof of the building.

THIRD SCHEDULE ABOVE REFERRED TO:

Specification of the Building

Foundation:-

Reinforced cement concrete structure (ISI marks)

Structure:-

R.C.C. Frame Structure (Iron rod specification ISI marks)

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.

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 - XII".

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) = 1 page & lay out or rough sketch of the land of the proposed multi-storeyed building being nos. 1(B) = 1 page i.e. in total = 2 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.

Nirmal Kumar Mondal

SIGNED AND DELIVERED by the LAND OWNER In presence of:

Manali Construction

Suryan Datta
Proprietor

SIGNED AND DELIVERED by the DEVELOPER In presence of:

WITNESS In presence of:

1. Mrs. MANIKA MONDAL

Manika Mondal

Wife of Mr. Nirmal Kumar Mondal, Residing at
Bhiringi Mondal Para, Benachity,
P.O. - Durgapur - 713213, P.S. - Durgapur,
District - Paschim Bardhaman; State - West Bengal;

2. Mr. TANMOY MONDAL

Son of Mr. BANAMALI MONDAL
Residing at B-2,1 / 4, V.K. Nagar,,
Durgapur - 713210, P.S. - N.T.S.
District - Paschim Bardhaman.

Tanmoy Mondal

Drafted & printed at my office to peruse the records & documents which produced by the Land Owner & the Developer and I read over & explained in mother language to all parties to this deed and all of them admit that the same has been correctly written as per their instruction.




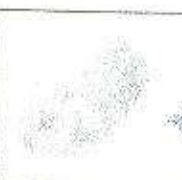
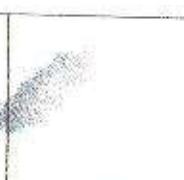




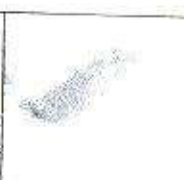
Jayanta Sarkar
(JAYANTA SARKAR)


Advocate,

District Court of Paschim Bardhaman & Durgapur Court.

Enrolment No. = WB/65/1992 of West Bengal Bar Council.

FINGER PRINTS FOR THE PARTIES

LEFT HAND					PHOTO
					
Thumb	Index Finger	Middle Finger	Ring Finger	Little finger	
RIGHT HAND					
					
Thumb	Index Finger	Middle Finger	Ring Finger	Little finger	



Suryan Datta

Name : Suryan Datta

LEFT HAND					PHOTO
					
Thumb	Index Finger	Middle Finger	Ring Finger	Little finger	
RIGHT HAND					
					
Thumb	Index Finger	Middle Finger	Ring Finger	Little finger	



Komal Das Mondal

Name : Komal Das Mondal

LEFT HAND					PHOTO
Thumb	Index Finger	Middle Finger	Ring Finger	Little finger	
RIGHT HAND					
Thumb	Index Finger	Middle Finger	Ring Finger	Little finger	

Name : _____



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



192022230332753428

GRN Details

GRN:	192022230332753428	Payment Mode:	SBI Epay
GRN Date:	15/03/2023 10:46:34	Bank/Gateway:	SBlePay Payment Gateway
BRN :	4885034766039	BRN Date:	15/03/2023 10:47:06
Gateway Ref ID:	CHM0175885	Method:	State Bank of India NB
GRIPS Payment ID:	150320232033275341	Payment Init. Date:	15/03/2023 10:46:34
Payment Status:	Successful	Payment Ref. No:	2000680450/1/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SHYAMAL DUTTA
Address:	11/35, SEPCO TOWNSHIP, B-ZONE, DURGAPUR-713205
Mobile:	8373060270
Period From (dd/mm/yyyy):	15/03/2023
Period To (dd/mm/yyyy):	15/03/2023
Payment Ref ID:	2000680450/1/2023
Dept Ref ID/DRN:	2000680450/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000680450/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	19011
2	2000680450/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	50014
			Total	69025

IN WORDS: SIXTY NINE THOUSAND TWENTY FIVE ONLY.

Major Information of the Deed




Deed No :	I-2306-04361/2023	Date of Registration	16/05/2023
Query No / Year	2306-2000680450/2023	Office where deed is registered	
Query Date	14/03/2023 4:14:43 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	JAYANTA SARKAR Durgapur Court, Durgapur - 16, Thana : New Township, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 7501639622, 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 : 50,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,05,59,995/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,011/- (Article:48(g))	Rs. 50,014/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Ambagan Road, Mouza: Viringi, JI No: 119, Pin Code : 71323

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2285 (RS :-3064)	LR-6453	Bastu	Baid	16 Dec	1/-	1,05,59,995/-	Width of Approach Road: 46 Ft., Adjacent to Metal Road,
Grand Total :					16Dec	1 /-	105,59,995 /-	




Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr NIRMAL KUMAR MONDAL (Presentant) Son of Jatadhari Mondal Executed by: Self, Date of Execution: 13/05/2023 , Admitted by: Seif, Date of Admission: 16/05/2023 ,Place : Office	 16/05/2023	 LTI 16/05/2023	 16/05/2023
Bhiringi, Mondal Para,Benachity,, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJxxxxxx4E, Aadhaar No: 59xxxxxxxx1730, Status :Individual, Executed by: Self, Date of Execution: 13/05/2023 , Admitted by: Self, Date of Admission: 16/05/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MANALI CONSTRUCTION B/ 19, Arvil Park, Fuljhore, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206 , PAN No.:: ANxxxxxx1C,Aadhaar No Not Provided by UIDAI. Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SHYAMAL DUTTA Son of Late Shanti Ranjan Dutta Date of Execution - 13/05/2023, , Admitted by: Self, Date of Admission: 16/05/2023, Place of Admission of Execution: Office	 May 16 2023 12:49PM	 LTI 16/05/2023	 16/05/2023
11/35, SEPCO Township, B-Zone,, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713205, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxx1C, Aadhaar No: 65xxxxxxxx2637 Status : Representative, Representative of : MANALI CONSTRUCTION (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs MANIKA MONDAL Wife of Mr. NIRMAL KUMAR MONDAL Bhiring Mondal Para, Berachity, City:- Durgapur, P.O:- Durgapur, P.S.-Durgapur, District:-Paschim Bardhaman, West Bengal, India. PIN:- 713213			
	16/05/2023	16/05/2023	16/05/2023
Identifier Of Mr NIRMAL KUMAR MONDAL , Mr SHYAMAL DUTTA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr NIRMAL KUMAR MONDAL	MANALI CONSTRUCTION-16 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Ambagan Road, Mouza: Viringi, JI
No: 119, Pin Code : 71323

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2285, LR Khatian No:- 6453	Owner: নির্মল কুমার মণ্ডল, Gurdian: জটাবারী, Address: নিজ , Classification: বাইদ, Area: 0.16000000 Acre,	Mr NIRMAL KUMAR MONDAL

On 16-05-2023

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 12:04 hrs. on 16-05-2023, at the Office of the A.D.S.R. DURGAPUR by Mr NIRMAL KUMAR MONDAL ,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 1,05,59,995/-

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

Execution is admitted on 16/05/2023 by Mr NIRMAL KUMAR MONDAL , Son of Jatadhari Mondal , Bhiringi, Mondal Para,Berachity., P.O: Durgapur, Thana: Durgapur, . City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession Business

Identified by Mrs MANIKA MONDAL , , Wife of Mr NIRMAL KUMAR MONDAL , Bhiringi Mondal Para, Berachity., P.O: Durgapur, Thana: Durgapur, . City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession House wife

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

Execution is admitted on 16-05-2023 by Mr SHYAMAL DUTTA , PROPRIETOR, MANALI CONSTRUCTION (Sole Proprietorship), B/ 19, Arvil Park, Fuljhore, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206

Identified by Mrs MANIKA MONDAL , , Wife of Mr NIRMAL KUMAR MONDAL , Bhiringi Mondal Para, Berachity., P.O: Durgapur, Thana: Durgapur, . City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession House wife

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,014.00/- (B = Rs 50,000.00/- ,E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 50,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/03/2023 10:47AM with Govt. Ref. No: 192022230332753428 on 15-03-2023, Amount Rs: 50,014/-, Bank: SBI EPay (SBIEPay), Ref. No: 4885034766039 on 15-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,011/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 19,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2350, Amount: Rs.1,000.00/-, Date of Purchase: 24/01/2023, Vendor name: SUBRATA KUMAR CHAKRABORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/03/2023 10:47AM with Govt. Ref. No: 192022230332753428 on 15-03-2023, Amount Rs: 19,011/-, Bank: SBI EPay (SBIEPay), Ref. No: 4885034766039 on 15-03-2023, 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 2306-2023, Page from 74386 to 74414

being No 230604361 for the year 2023.



Digitally signed by SANTANU PAL
Date: 2023.05.17 12:08:42 +05:30
Reason: Digital Signing of Deed.

Santanu Pal

(Santanu Pal) 2023/05/17 12:08:42 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)