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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 737700

H 737700

1-20 p.m
18/11/2022

DEVELOPMENT AGREEMENT

GRN NO. : 192022230170321881
 QUERY NO. : 2003189259/2022
 DISTRICT : Paschim Bardhaman
 MOUZA : Andal
 P.S. : Andal
 AREA OF LAND : 25 (Twenty Five) Decimal

Verified that the Endorsement
 Sheet's and the Signature Sheet's
 attached to this document are
 are part of the original document.

Additional District Sub-Registrar
 Raniganj, Paschim Bardhaman

148 NOV 2022

(Handwritten signature)

SI No. 1874 Date 14/11/2022
Sold to Orchid Realtors
Address Durgapur - 13
Value of Stamp 5000

Date of Purchase of the stamp
Paper from Treasury

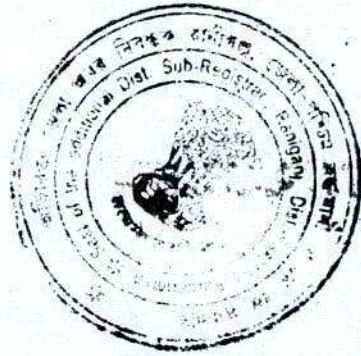
20 OCT 2022

Name of the Treasury from
Durgapur

Chatterjee

Stamp Vendor
Stamp Vendor

A.D.S.R. Office, Durgapur-16
Licence No.-1/2016-17



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Additional District Sub-Registrar
Raniganj, Paschim Bardhaman

~~8 NOV 2022~~

7.8 NOV 2022

**THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 18TH DAY
OF NOVEMBER, 2022**

BETWEEN

(1) SRI. ADITYA KUMAR DAS [PAN- ACQPD9305B], Son of Late Siba Pada Das, by faith Hindu, by occupation Business, by nationality Indian resident of Andal Uttar Bazar, P.O.- Andal, P.S. Andal, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713321, **(2) SRI. NITYAGOPAL DAS [PAN- ADGPD9132M]**, Son of Late Siba Pada Das, by faith Hindu, by occupation Business, by nationality Indian resident of Andal Uttar Bazar, P.O.- Andal, P.S. Andal, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713321, India hereinafter referred to and called as "**LANDOWNER**" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, representatives, executors, administrators, successors and assigns) of the **FIRST PART**

AND

"ORCHID REALTORS" [PAN:- AAHFO9317M] (a Partnership firm) having its office at N/1, Padma Pukur, Benachity, Holding I.D. No- 0071586, Circle/, Ward No-21, P.O. Benachity, P.S. Durgapur, Dist.: Paschim Bardhaman, W.B., India, PIN: 713213, represented by its **Partners (1) SRI. SOUMITRA DUTTA [PAN- EBUPD2156K]** Son Sri. Goutam Dutta, by faith Hindu, by occupation Business, residing at Nikita Apartment, 54 Feet Road, Natural Heights, Padma Pukur, P.O.- Benachity, P.S.- Durgapur, Dist- Paschim Bardhaman, W.B., India, PIN- 713213, **(2) SRI. UTTAM DAS [PAN- ARIPD6567A]** Son of Mr. Gopinath Das, by faith-Hindu, by occupation-Business resident of D-1/1, Vidyasagar Pally, P.O.-Benachity, P.S.- Durgapur, District- Paschim Bardhaman, W.B., India, PIN- 713213, the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART.**

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

Subject Matter of Agreement:

1. Development of multistoried building on scheduled Property: Terms and conditions agreed between the Owner and the Developer /Contractor with regard to development and construction of project at the scheduled premises in R.S. Plot No. & L.R. Plot No. 2824 measuring area 15 Katha or 25 Decimal; L.R. Khatian No- 4772 & 4719 classification- Danga, situated within Dist. Paschim Bardhaman, under Andal Gram Panchyat , Police Station- Andal, A.D.S.R. office -Raniganj, Mouza- Andal, J.L.No-52 (Scheduled / Said- Property).

2. Representations, Warranties and Background:

2.1. **Owner's Representations:** The Owner's have represented and warranted to the Developer as follows:

a) Ownership of Said Property:

WHEREAS R.S. & L.R. Plot No- 2824 of Mouza- Andal, purchased property of Smt. Sundar Devi @ Smt. Sundar Devi Jain wife of Premchand Jain which she purchased the same vide deed No-1103 for the year 1961 of Sub Registrar, Raniganj and after that said Smt. Sundar Devi @ Smt. Sundar Devi Jain wife of Premchand Jain mutated her name in L.R.R.O.R. under L.R. Khatian No- 2385/1 and after that Smt. Sundar Devi @ Smt. Sundar Devi Jain gifted 50 decimal of land in favour of her son Sri Rajesh Kumar Jain son of Late Premchand Jain vide deed No- 1831 & 1832 for the year 2009 of A.D.S.R. Raniganj and after that said Sri Rajesh Kumar Jain son of Late Premchand Jain transferred by way of sale 7 Katha land of R.S. & L.R. Plot No- 2824 of Mouza- Andal to Sri. Aditya Kumar Das son of Shibapada Das vide deed No-2185 for the year 2017 of A.D.S.R. Raniganj & 8 Katha land of R.S. & L.R. Plot No-2824 of Mouza- Andal to Sri. Nitya Gopal Das son of Shibapada Das vide deed No-2183 for the year 2017 of A.D.S.R.

Raniganj and after purchasing the land said Sri. Aditya Kumar Das & Sri. Nitya Gopal Das mutated their name in L.R.R.O.R.

b) Rights of Owners: The Owners are seized and possessed of and well and sufficiently entitled to the Said Property. Save as mentioned herein, no person other than the Owners has any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Property or any part thereof and there are no outstanding claims or demands between the Owner and any third party and thus the entirety of the Said Property is free from all encumbrances, liens, mortgages, charges, *Lis pendens*, trusts, *debuttors*, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments of whatsoever or howsoever nature.

c) No Express or implied Mortgage: Neither the title deeds nor any other documents in respect of the Said Property or any part thereof have been deposited in favour of any party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise.

d) No Previous Agreement: The Owner has not dealt with the Said Property in any manner nor created any right, title or interest therein in favour of any third party in any manner whatsoever or howsoever and have not entered into or been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Property.

e) No Disputes Relating to Statutory Outgoings: The Said Property is free from any land charge and all statutory outgoings in respect thereof including land revenue, which have been paid in full by the Owner till the date of this Agreement.

f) No Covenants and Restrictions: The Said Property is not subject to any covenants, restrictions, stipulations, easements, rights of pre-emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.

g) Easements Unrestricted: No right or easement appurtenant to or benefiting the Said Property is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Property.

h) No Boundary Dispute: The entirety of the Said Property is butted and bounded and there is no manner of boundary dispute in respect thereof.

i) No Legal Proceeding: (1) There is no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Property or the Owner, which may in any manner prejudicially affect the due performance enforceability of this Agreement or any obligation, act, omission or transaction stated hereunder nor is there any threat of any such proceedings (2) there are no unfulfilled or unsatisfied judgment attachments, court orders, debts, notice in respect of the Said Property or the Owner (3) there is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Property and (4) there is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Property or the Owner and, the Owner is not engaged, whether as plaintiff, or defendant or otherwise, in any litigation, ~~criminal~~ or arbitration proceedings, before any court, tribunal, statutory or governmental body, department, board or agency and no litigation, criminal or arbitration proceedings are pending by or against the Owner and there are no facts which are likely to give rise to the same or to proceedings in respect of which the Owner would be liable to indemnify any person concerned.

J) Status of Possession: Save as mentioned herein, the Said Property is and shall continue to be in the khas, vacant, peaceful, physical and absolute possession of the Owner and no third party or parties have or

had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Property, by way of adverse possession or otherwise.

k) Owner has Marketable Title: The Owner has good, free, clear, marketable, bankable and transferrable right, title and interest in the Said Property, free from all encumbrances of any and every nature whatsoever save as mentioned herein. The Owner shall at its own cost and responsibility keep its title in the Said Property good, free, clear, marketable, bankable and transferrable, till the completion of the Project.

2.2 Developer's Representations: The Developer has represented and warranted to the Owner as follows:

a) Infrastructure, Expertise and Financial Capacity of Developer: The Developer is carrying on business of civil construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer has the necessary financial capacity to carry out the entire process of development / construction and at no point of time shall take plea that the Project cannot be carried out due to lack of financial capacity.

b) Developer has Authority: The Developer has full authority to enter into this Agreement and appropriate authorizations to that effect exist.

c) Decision to Develop / construct : The Owner decided to have the Said Property developed into Commercial cum residential complex and pursuant thereto discussions were held with the Developer for taking up the development and construction of plots and bungalow at the Said Property by constructing a cluster of ready-to-use residential plots and bungalow of mutually decided dimension and design, respectively, with car parking spaces, specified areas, amenities and facilities to be enjoyed in common and land (collectively Said Complex) and, purpose of monetary gain of the Said Complex for the benefit of the Parties hereto (such development and construction of plots and bungalow, collectively Project) by selling the saleable spaces and amenities in the Said Complex (Units) to prospective buyers [collectively Transferees], which expression



includes, without limitation or exception, all persons who agree to buy Units of plots and bungalow in the Said Complex .

d) Finalization of Terms Based on Reliance upon Representations:

Pursuant to the above and relying on the representations made by the Parties to each other, final terms and conditions for the Project are being recorded by this Agreement.

3. Basic Understanding

a) Development of Said Property by Construction of Commercial cum Residential Complex:

The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the Said Complex thereon of the Said Complex on principal to principal basis, with (1) specified inputs and responsibility sharing by the Parties as mentioned herein and (2) exchange with each other of their specified inputs as mentioned herein.

b) Building Plans: The Said Complex shall be constructed in accordance with architectural plans (Building Plans) which will be got prepared by the Developer by such Architect as be decided by the Developer and the Developer shall submit the same to Panchyat and other statutory authorities concerned with sanction (collectively Planning Authorities) and obtain sanction/permission, in the manner mentioned in this Agreement.

c) Costs of Development / construction etc.: The Developers shall bear and pay all costs and expenses of and relating to construction of the Said Commercial cum residential Building and shall have absolute right and full authority to appoint sub-contractors, agents, sub-agents etc.

4. Appointment and Commencement

a) Appointment and Acceptance: The Parties hereby accept the Basic Understanding between them and the conditions precedent as recorded in Clause 3 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the Developer of the Said

Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owner.

b) Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of sanctioning of plan and this agreement shall remain valid and in force until all obligations of the Parties towards each other stand fulfilled and performed.

5. Sanction and Construction

a) Survey and Measurement: Joint measurement of the land is already done by both the parties therefore neither of the parties shall raise any question regarding measurement of land in future.

b) Sanction of Building Plans: The Developer's Architect shall prepare the Building Plans. Thereafter, the Developer shall submit the Building Plans for sanction. In this regard it is clarified that (i) the Developer shall be responsible for obtaining all approvals needed for the Project and (ii) all costs, charges, expenses, outgoings and fees for sanctions and clearances of the Building Plans shall be borne and paid by the Developer/ contractor.

c) Architect and Consultants: The Developer shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the Project including professional fees and supervision charges and the Owner shall have no liability or responsibility therefore. **d) Construction of Said Complex:** The Developer shall commence the construction work of the Said Complex after receiving all necessary approvals for commencement of construction. The Developer shall, at its own costs and expenses, construct, erect and complete the Said Complex in accordance with the sanctioned Building Plans. Such construction shall be as per specifications described in the 2nd Schedule below, common to all Units of the Said Complex (Specifications).

e) Completion Time: With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct,

erect and complete Said Complex within a period of 36 (Thirty Six) months from the date of sanction of the Building Plans, with a grace period of 6 (six) months, subject to Force Majeure as defined in Clause 20 below (Completion Time). In this regard it is clarified that the Completion Time shall include submission of completion certificate but shall not include the time required for obtaining occupancy certificate from Panchyat — the Said Complex shall be deemed to be completed if completion certificate is submitted by the Architect or Panchyat.

f) Common Portions: The Developer shall, at its own costs, install and erect in the Said Complex the common areas, amenities and facilities such as stairways, passages, driveways, electric meter space, reservoir, overhead water tank, water pump and motor, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex etc. For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by Durgapur Project Limited and/or other agencies. It is clarified that the expression Transferees includes the Owner and the Developer/ contractor, to the extent of unsold Units comprised in the Owner's Allocation and the Developer's/ contractor's Allocation. It is further clarified that the Developer alone shall be entitled to receive and appropriate from all the Transferees (including Transferees of the Owner's Allocation) (i) charges for electric equipment and cabling (ii) charges for generator, water connection and other amenities and facilities and (iii) charges for maintenance.

g) Temporary Connections: The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer/ contractor, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges.

h) Modification: Any amendment or modification to the Building Plans may be made or caused to be made by the Developer.

i) Name of Said Complex: The Said Complex shall be named "Orchid Manson" and such name shall not be changed under any circumstances, except by the Developer.

j) Co-operation: Neither Party shall indulge in any activities that may be detrimental to the Project and/or may affect the mutual interest of the Parties. The Owner shall provide all cooperation that may be necessary for successful completion the Project.

6. Possession and Title Deeds

a) Possession of Said Property: For the purpose of carrying out the development in terms of this Agreement, the Owner has already inducted the Developer as a licensee in respect of scheduled / said property.

b) Deposit of Title Deeds: The Developer shall be entitled to take delivery of the said original title deeds and all link deeds from the Owners for production thereof before authorities, banks etc.. The said original title deeds and all linked deeds will not be mortgaged by the Developer in favour of any banks and/or financial institutions and/or any other persons, save and except as required for the purposes of the Project,. On completion of the Project, the Contractor / or Owner (as the case may be) shall handover the original title deeds and all linked deeds to the Association of Transferees of Units.

7. Powers and Authorities

a) Development Power of Attorney: The Owner shall grant to the Developer and/or its nominees a registered Development Power of Attorney relating to the Said Property a (General Power Of Attorney) after sanction of Building plan for the purposes of (i) booking and entering into agreements for sale of the Units comprised in the Developer's Allocation [defined in Clause 8 (b) below].

8. Owner's / Developer's Consideration

a) Owner's Allocation: The Developer shall at its own costs and expenses, construct, finish, complete and make available collectively to



the Owner, in tenantable condition 40% of constructed area of the sanctioned plan in proposed building.

b) Developer's Allocation: The Developer shall be exclusively entitled to get 60% of constructed area of the sanctioned plan in proposed building along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property.

c) Adjustable Security shall mean Rs. 10,00,000 (Rupees Ten Lac only) which already paid by the Developer to the land owner and same will be adjusted from landowner allocation later on.

9. Financials

Finance: The Developer may arrange for financing of the Project (Project Finance) by a Bank/Financial Institution (Banker).

10. Dealing with Respective Allocations

a) Sale of Owner's Allocation: The Owner shall sell the Owner's Allocation through its own efforts and cost and appropriate the entire consideration from such sale.

b) Sale of Developer's Allocation: The Developer shall sell the Developer's Allocation through its own efforts and cost and appropriate the entire consideration from such sale.

c) Transfer of Developer's Allocation: In consideration of the Developer constructing the Owner's Allocation, the Owner shall execute deeds of conveyance of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation in favour of the Transferees of the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution by the Owner shall be through the delegated authority given to the Developer by the Development Power of Attorney.

d) Transfer of Owner's Allocation: The Developer shall join the deeds of conveyance in favour of the Transferees of the Owner's Allocation and shall execute and register the same in its capacity as the confirming



party. Such execution by the Developer shall be through the delegated authority given to the Owner by the Owner's Power of Attorney.

e) Cost of Transfer: The costs of such conveyances (both in respect of the Owner's Allocation and the Developer's Allocation) including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

f) Possession to Transferees: If at the end of the Project, there are any unsold Units in the Owner's Allocation, then the Developer shall handover the same to the Owner, complete in all respect and charges after receiving payment for water connection and other amenities and facilities. In this regard it is clarified that upon completion of the Project, the Developer shall give 15 (fifteen) days' notice to the Owner for taking possession and thereafter the Developer will be free to deliver possession and register conveyances of the Developer's Allocation, irrespective of possession being taken by the Owner.

11. Panchyat Taxes and Outgoings

a) Relating to Period Prior to Agreement: All Panchyat taxes, land revenue and outgoings (collectively Rates) on the Said Property relating to the period till the date of this Agreement shall be borne, paid and discharged by the Owner. It is made specifically clear that all Rates outstanding upto such date shall remain the liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by any statutory authority.

b) Relating to Period After Agreement: All Rates on the Said Property relating to the period after the date of this Agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all Rates outstanding after such date shall remain the liability of the Developer and such dues shall be borne and paid by the Developer, till the Project is completed.

c) Relating to Period After Completion of Project: After completion of the Project, the Parties shall bear and pay the Rates applicable to the

unsold portions of their respective allocations while the Transferees shall pay the Rates applicable to their respective Units.

12. Post Completion Maintenance

a) Maintenance: The Developer shall frame a scheme for the management and administration of the Said Complex and/or Common Portions thereof.

b) Maintenance Charge: As and from the date possession of various phases of the Said Complex is delivered (Possession Date), the concerned Transferees and the Owner and the Developer (in respect of unsold Units allocated to them) shall become responsible for payment of all charges and taxes thereon for maintenance and upkeep of the Common Portions and facilities in the Said Complex ;Maintenance Charge). The Maintenance Charge shall be fixed by the Developer and till such maintenance is handed over to a Society/Association and/or any other organization, the Developer shall collect the Maintenance Charge.

13. Common Restrictions

a) Applicable to Both: The Owner's Allocation and the Developer's Allocation in the Said Complex shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Complex.

14. Obligations of Developer

a) Completion of Development within Completion Time: The Developer shall complete the entire process of development of the Said Property within the Completion Time unless extended in writing.

b) Meaning of Completion: The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation



c) Compliance with Laws: The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance.

d) Construction at Developer's Risk and Cost: The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Building Plans and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owner fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/representatives thereof.

15. Obligations of Owner

a) Co-operation with Developer: The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.

b) Marketing of Owner's Allocation: The Owner shall be responsible for marketing of the Owner's Allocation.

c) Development Cost:- The Owner shall be under obligation to pay Development Cost to the Developer for Owners allocation , Development cost mean and include (i) charges for electric equipment and cabling (ii) charges for generator, water connection and other amenities and facilities and (iii) charges for maintenance.

16. Indemnity



a) By Developer: The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or defect therein and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise.

b) By Owner: The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any and all actions, suits, costs, proceedings and claims that the Developer may suffer due to any defect in title of the Owner to the Said Property and/or any encumbrance or liability whatsoever thereon.

17. Limitation of Liability

a) No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

18. Miscellaneous

a) Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

19. Termination

a) Circumstances of Termination: In the event sanction of the Building Plans and all other permissions, consents, clearances, registrations and no objections required for commencement of construction not being granted for any reason whatsoever, this Agreement shall stand terminated at the option of the Developer without claiming any cost and expenses from landowner.



b) No Termination: Except as mentioned above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

20. Force Majeure

a) Meaning of Force Majeure: The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively Force Majeure).

b) Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

21. Amendment/Modification

a) **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

b) **Express declaration:** By virtue of this agreement landowners shall not transfer any right title and interest in favour of the Developer.

22. Arbitration

Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between the Owner and the Developer (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

a) Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

b) Arbitration Tribunal: The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following Two Arbitrators:

c) Appointment by Owner: 1 (one) Arbitrator to be appointed by the Owner.

d) Appointment by Developer: 1 (one) Arbitrator to be appointed by the Developer.

e) Conduct of Arbitration Proceeding: The Parties irrevocably agree that:-

i) Place: The place of arbitration shall be Durgapur.

ii) Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

iii) Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

Declaration :- This is an agreement as per Indian Contract Act,1872 therefore by virtue this agreement no right, title and interest of land is transferred by landowner in favour of Developer.

FIRST SCHEDULE

(Said Property)

All that piece and parcel of **Danga** Land admeasuring **25 Decimal or 15 Katha**, more or less situate, lying at and being **Mouza- Andal**, J.L. No-52, within Andal Gram Panchayat, A.D.S.R. Office- Raniganj, District: Paschim Bardhaman; under Andal Gram Panchayat.

R.S. Plot No.	L.R. Plot No.	Area in Decimal	L.R. Khatian No.
2824	2824	12	4719
2824	2824	13	4772

entire land is butted and bounded as follows:-

EAST : R.S. Plot No-2824

WEST: R.S. Plot No-2824

SOUTH : 150 Feet wide G.T. Road

NORTH: R.S. Plot No-2824



It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor/representative of Developer are attested in additional pages in this deed being no. (1) (A), (1) (B), i.e. in total numbers of pages and these will be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the OWNERS /FIRST PART at DURGAPUR in the presence of:

Aditya Kumar Das

Nitija Gopal Das

SIGNED AND DELIVERED by the DEVELOPER/SECOND PART at DURGAPUR in the presence of:

WITNESSES:

ORCHID REALTORS

Soumitra Dutta

Partner

① Papu Das
s/o Mr. Napi Nath Das
D-1/1 vidyashagar Pally
Berachuly, Durg-12.

ORCHID REALTORS

Uttam Das
Partner

② Suman Das
s/o. Mani Das
v/o. Anja Das
P.O. - Chak. - Bir - Bani
Berachuly

Drafted and Typed by me & I have 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.

Subrata Mukherjee

SUBRATA MUKHERJEE

ADVOCATE

Durgapur Court

Enroll No.- WB/506/2007



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



192022230170321881

GRN Details

GRN: 192022230170321881 Payment Mode: Online Payment
GRN Date: 11/11/2022 19:00:27 Bank/Gateway: State Bank of India
BRN : IK0BYTKKP1 BRN Date: 11/11/2022 19:02:54
GRIPS Payment ID: 111120222017032187 Payment Init. Date: 11/11/2022 19:00:27
Payment Status: Successful Payment Ref. No: 2003189259/2/2022
[Query No*/Query Year]

Depositor Details


































Depositor's Name: ORCHID REALTORS
Address: Benachity, Durgapur,
Mobile: 8768547715
Depositor Status: Buyer/Claimants
Query No: 2003189259
Applicant's Name: Mr SUBRATA MUKHERJEE
Identification No: 2003189259/2/2022
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 11/11/2022
Period To (dd/mm/yyyy): 11/11/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003189259/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	5011
2	2003189259/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	10014
Total				15025

IN WORDS: FIFTEEN THOUSAND TWENTY FIVE ONLY.

SPECIMEN FORM FOR TEN FINGER PRINTS






Signature of the Executants/presentation	(LEFT HAND)				
	Little	Ring	Middle	Fore	Thumb
 <i>Aditya kumar Das</i>					
	(RIGHT HAND)				
					
Signature:- <i>Aditya kumar Das</i> ✓					
Signature of the Executants/presentation	(LEFT HAND)				
	Little	Ring	Middle	Fore	Thumb
 <i>Nitya gopal Das</i>					
	(RIGHT HAND)				
					
Signature:- <i>Nitya gopal Das</i> ✓					
Signature of the Executants/presentation	(LEFT HAND)				
	Little	Ring	Middle	Fore	Thumb
 <i>Soumitra Dutta</i>					
	(RIGHT HAND)				
					
Signature:- <i>Soumitra Dutta</i> ✓					

SPECIMEN FORM FOR TEN FINGER PRINTS






Signature of the Executants/presentation



(LEFT HAND)

Little	Ring	Middle	Fore	Thumb
				

(RIGHT HAND)

Thumb	Fore	Middle	Ring	Little
				

Signature:- *uttam Das* ✓

Signature of the Executants/presentation

(LEFT HAND)

Little	Ring	Middle	Fore	Thumb

(RIGHT HAND)

Thumb	Fore	Middle	Ring	Little

Signature:-

Signature of the Executants/presentation

(LEFT HAND)

Little	Ring	Middle	Fore	Thumb

(RIGHT HAND)

Thumb	Fore	Middle	Ring	Little

Signature:-

Major Information of the Deed

23



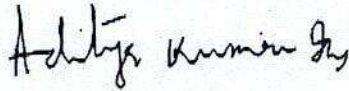


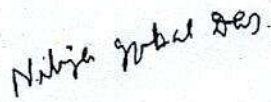
Deed No :	I-2304-07784/2022	Date of Registration	18/11/2022
Query No / Year	2304-2003189259/2022	Office where deed is registered	
Query Date	09/11/2022 4:21:33 PM	A.D.S.R. RANIGANJ, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	SUBRATA MUKHERJEE Pursha, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713207, Mobile No. : 8101891226, 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 : 10,00,000/-]		
Set Forth value	Market Value		
	Rs. 98,43,760/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,011/- (Article:48(g))	Rs. 10,014/- (Article:E, E, B)		
Remarks			

Land Details :

District: Paschim Bardhaman, P.S:- Andol, Gram Panchayat: ANDAL, Mouza: Andol, JI No: 52, Pin Code : 713321

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-2824 (RS :-2824)	LR-4719	Other Commercial Usage	Danga	12 Dec		47,25,005/-	Width of Approach Road: 150 Ft., Adjacent to Metal Road,
L2	LR-2824 (RS :-2824)	LR-4772	Other Commercial Usage	Danga	13 Dec		51,18,755/-	Width of Approach Road: 150 Ft., Adjacent to Metal Road,
		TOTAL :			25Dec	0 /-	98,43,760 /-	
		Grand Total :			25Dec	0 /-	98,43,760 /-	



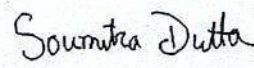


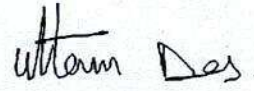
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr ADITYA KUMAR DAS (Presentant) Son of Late SIBA PADA DAS Executed by: Self, Date of Execution: 18/11/2022 , Admitted by: Self, Date of Admission: 18/11/2022 ,Place : Office			
	18/11/2022	LTI 18/11/2022	18/11/2022	
Andal Uttar Bazar, City:- Not Specified, P.O:- Andal, P.S:-Andal, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713321 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx5B, Aadhaar No: 98xxxxxxxx9171, Status :Individual, Executed by: Self, Date of Execution: 18/11/2022 , Admitted by: Self, Date of Admission: 18/11/2022 ,Place : Office				
2	Name Mr NITYAGOPAL DAS Son of Late SIBA PADA DAS Executed by: Self, Date of Execution: 18/11/2022 , Admitted by: Self, Date of Admission: 18/11/2022 ,Place : Office			
	18/11/2022	LTI 18/11/2022	18/11/2022	
Andal Uttar Bazar, City:- Not Specified, P.O:- Andal, P.S:-Andal, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713321 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx2M, Aadhaar No: 93xxxxxxxx6614, Status :Individual, Executed by: Self, Date of Execution: 18/11/2022 , Admitted by: Self, Date of Admission: 18/11/2022 ,Place : Office				



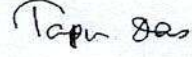
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	ORCHID REALTORS N/1, Padma Pukur, Benachity, Holding I.D. No- 0071586, Circle/ Ward No-21, City:- Durgapur, P.O:- Benachity, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 , PAN No.:: AAxxxxxx7M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Name	Photo	Finger Print	Signature
Mr SOUMITRA DUTTA Son of Mr GOUTAM DUTTA Date of Execution - 18/11/2022, , Admitted by: Self, Date of Admission: 18/11/2022, Place of Admission of Execution: Office	 Nov 18 2022 4:31PM	 LTI 18/11/2022	 18/11/2022
Nikita Apartment, 54 Feet Road, Natural Heights, Padma Pukur, City:- Durgapur, P.O:- Benachity, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: EBxxxxxx6K, Aadhaar No: 99xxxxxxxx4264 Status : Representative, Representative of : ORCHID REALTORS (as PARTNER)			
Name	Photo	Finger Print	Signature
Mr UTTAM DAS Son of Mr GOPINATH DAS Date of Execution - 18/11/2022, , Admitted by: Self, Date of Admission: 18/11/2022, Place of Admission of Execution: Office	 Nov 18 2022 4:32PM	 LTI 18/11/2022	 18/11/2022
D-1/1, Vidyasagar Pally, City:- Not Specified, P.O:- Benachity, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARxxxxxx7A, Aadhaar No: 83xxxxxxxx2750 Status : Representative, Representative of : ORCHID REALTORS (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr TAPU DAS Son of Mr GOPINATH DAS D-1/1, Vidyasagar Pally, City:- Durgapur, P.O:- Benachity, P.S:-Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713213	 18/11/2022	 18/11/2022	 18/11/2022
Identifier Of Mr ADITYA KUMAR DAS, Mr NITYAGOPAL DAS, Mr SOUMITRA DUTTA, Mr UTTAM DAS			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ADITYA KUMAR DAS	ORCHID REALTORS-12 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr NITYAGOPAL DAS	ORCHID REALTORS-13 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Andol, Gram Panchayat: ANDAL, Mouza: Andol, JI No: 52, Pin Code : 713321

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2824, LR Khatian No:- 4719	Owner:আদিত্য কুমার দাস , Gurdian:মৃত শিবপদ, Address:অন্ডাল নর্থ বাজার , Classification:ডাঙ্গা, Area:0.12000000 Acre,	Mr ADITYA KUMAR DAS
L2	LR Plot No:- 2824, LR Khatian No:- 4772	Owner:নিত্যগোপাল দাস, Gurdian:শিবপদ , Address:নিজ , Classification:ডাঙ্গা, Area:0.13000000 Acre,	Mr NITYAGOPAL DAS

On 18-11-2022

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

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

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

Presented for registration at 13:20 hrs on 18-11-2022, at the Office of the A.D.S.R. RANIGANJ by Mr ADITYA KUMAR DAS, one of the Executants.

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 98,43,760/-

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

Execution is admitted on 18/11/2022 by 1. Mr ADITYA KUMAR DAS, Son of Late SIBA PADA DAS, Andal Uttar Bazar, P.O: Andal, Thana: Andal, Paschim Bardhaman, WEST BENGAL, India, PIN - 713321, by caste Hindu, by Profession Business, 2. Mr NITYAGOPAL DAS, Son of Late SIBA PADA DAS, Andal Uttar Bazar, P.O: Andal, Thana: Andal, Paschim Bardhaman, WEST BENGAL, India, PIN - 713321, by caste Hindu, by Profession Business

Indetified by Mr TAPU DAS, , Son of Mr GOPINATH DAS, D-1/1, Vidyasagar Pally, P.O: Benachity, Thana: Durgapur, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession Business

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

Execution is admitted on 18-11-2022 by Mr SOUMITRA DUTTA, PARTNER, ORCHID REALTORS (Partnership Firm), N/1, Padma Pukur, Benachity, Holding I.D. No- 0071586, Circle/ Ward No-21, City:- Durgapur, P.O:- Benachity, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213

Indetified by Mr TAPU DAS, , Son of Mr GOPINATH DAS, D-1/1, Vidyasagar Pally, P.O: Benachity, Thana: Durgapur, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession Business

Execution is admitted on 18-11-2022 by Mr UTTAM DAS, PARTNER, ORCHID REALTORS (Partnership Firm), N/1, Padma Pukur, Benachity, Holding I.D. No- 0071586, Circle/ Ward No-21, City:- Durgapur, P.O:- Benachity, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213

Indetified by Mr TAPU DAS, , Son of Mr GOPINATH DAS, D-1/1, Vidyasagar Pally, P.O: Benachity, Thana: Durgapur, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,014.00/- (B = Rs 10,000.00/- , E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 10,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/11/2022 7:02PM with Govt. Ref. No: 192022230170321881 on 11-11-2022, Amount Rs: 10,014/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BYTKKP1 on 11-11-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,011/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1874, Amount: Rs.5,000.00/-, Date of Purchase: 14/11/2022, Vendor name: Somnath Chatterjee

2. Stamp: Type: Court Fees, Amount: Rs.10.00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/11/2022 7:02PM with Govt. Ref. No: 192022230170321881 on 11-11-2022, Amount Rs: 5,011/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BYTKKP1 on 11-11-2022, Head of Account 0030-02-103-003-02



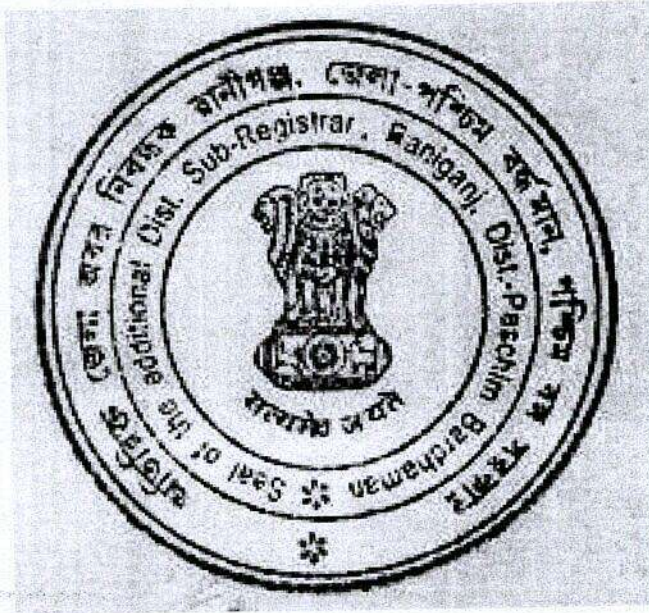
Sankha Bandyopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RANIGANJ
Paschim Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2304-2022, Page from 171941 to 171970

being No 230407784 for the year 2022.



Digitally signed by Sankha
Bandyopadhyay
Date: 2022.11.21 17:40:14 +05:30
Reason: Digital Signing of Deed.

(Sankha Bandyopadhyay) 2022/11/21 05:40:14 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RANIGANJ
West Bengal.

(This document is digitally signed.)
