

विद्वाबन्धा पश्चिम बंगाल WEST BENGAL

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DEVELOPMENT AGREEMENT

Under Molandighi Gram Panchayat, Mouza - Arrah, Jl. No. 91, R.S. Plot No.1566, L.R. Plot No. 1657, L.R. Katian No.4963, 4964, 5125, 5126,5127 & 5128, Land Area 32 Decimal.

Right.

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THIS DEVELOPMENT AGREEMENT IS MADE ON 38"DAY OF SEPTEMBER, 2021

BETWEEN

1.MR. AJAY GOPE (PAN. CDRPG9839D) [AADHAAR-NO.9393 1712 7369],

2. MR. BIMAL GOPE (PAN NO. BFNPG9010D) (AADHAAR NO.9265 8708 4445)

BOTH ARE Sons of Sri Adhir Gope, both are by religion- Hindu, by Occupation-Business, resident of Arrah, P.O- Arrah, P.S- Kanksa, Pin- 713212, District Paschim Bardhaman, W.B., India,

3.MR. MANTOO GOPE @ MANTU GOPE [PAN NO. ADGPG0472P] [AADHAAR

NO. 9464 0990 4400]. Son of Late P. 4.1

@ Praphulla Gop, Son of Late Dukhiram Gope and his name duly been recorded in LR Records of Rights, being LR Khatian No. 323 dated - 02.04.1983.

THEREAFTER during peaceful possession the said land said Prafulya Gope was died leaving behind his three sons namely 1. Adhir Gope 2. Mantoo Gope & 3. Jagat Gope they jointly inherited 1/3 share each from the said land by way of Legal heirs & Successors. And thereafter said Owners recorded their names in LR Records of Rights, being LR. Khatlan Nos 4962,4963 & 4964 respectively.

AND WHEREAS one of the owner namely Adhir Gope, Son of Late Prafulya Gope during his peaceful possession transferred his share of land measuring more or less 6 Decimal out of 10 Decimal in favour of his Sons namely, Mr. Ajay Gope, & Mr. Bimal Gope, by way of Regd Deed of Gift, vide Gift Deed No. I- 806 for the year of 2021, registered at A.D.S.R. Office Durgapur.

AND ON THE OTHER HAND said Adhir Gope, Son of Late Prafulya Gope during his peaceful possession again transferred his remaining share of land measuring more or less 5 Decimal in favour of his two sons, Mr. Ajay Gope & Mr. Bimal Gope by way of Regd. Deed of Gift, vide Gift Deed No. I- 836 for the year of 2021 registered at A.D.S.R. Office Durgapur.

THEREAFTER Mr. Ajay Gope & Mr. Bimal Gope after received of the said land mutated their names in LR Records of Rights, being LR. Khatian Nos. 5125, 5126, 5127 & 5128 respectively.

AND WHEREAS the LAND OWNERS are the joint & absolute owners selzed and possessed of or otherwise well sufficiently entitled to all that land particularly mentioned and described in the schedule hereunder written and hereinafter for the sale of brevity referred to as the said property.

AND WHEREAS the OWNERS/VENDORS are desirous of construction of a multi storied building containing several self contained flats and Car parking spaces and Residential Housing Complex etc. But for want of time, experience and fund they are unable to proceed with such a project.

AND WHEREAS the OWNERS/ VENDORS are in need of an Firm/ Company/person who would take up the project and start and complete the multi storied building containing several self contained flats and car parking spaces etc by taking all sorts of steps for

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developing the said property and for completing the proposed building by providing fund from its own source.

AND WHEREAS the DEVELOPER is engaged in civil construction and development of immovable properties. The OWNER approached the DEVELOPER to take up the project and complete the same by providing his own fund.

AND WHEREAS the developer caring on business of promoter/developer has approached for constructing multistoried buildings/flats according to Sanctioned Plan of Molandighi Gram Panchayat and the developer has the right to construct further according to their mutual understanding herein and the rooftop will also be vested to the developer.

AND WHEREAS the developers agreed to provide the land owners 28% share of Built-up area out of total approx estimated area of propose building 60,000 Sq. Feet according to approved building Plan and as per Land area, the Land Owners will receive 16,800 Sq. Feet as per their Share areas in their own allocation and if they not willing to hold their Own Allocation structure in that case the Developer will pay fixed estimated amount (as per their amicable settlement) in favour of the Land Owners/ First Party as per their share area, Allocations of Owner's and Developer's will be final after received of Approved Building Plan from Molandighi Gram Panchayat. That the Developer make payment a sum of Rs.6,00,000/- (Rupees Six Lakh) only in advance in favour of the Land Owners as per their share area at the date of execution of this Development Agreement and the said advance amount will be adjust at the time of delivery of Owners' Allocation in favour of the Land Owners.

AND whereas the Land Owners shall make payment of entire processing fees for Mutation charges and other allied charges in favour of the Developer as the Developer already paid the same on behalf of the Land Owners.

AND WHEREAS I being satisfied with the said offer have agreed to enter into an agreement for development of said property as per terms and conditions set-forth below.

NOW THIS DEED OF AGREEMENT WITNESSETH and is hereby agreed between the parties hereto as follows:-

ARTICLE .- 1 . DEFINIATION

- 1. OWNNER. Shall mean the said 1. MR. AJAY GOPE 2. MR. BIMAL GOPE resident of Arrah, P.O- Arrah, P.S- Kanksa, Pin- 713212. District Paschim Bardhaman, W.B., India, 3. MR. MANTOO GOPE @ MANTU GOPE & 4. MR. JAGAT GOP @ JAGAT GOPE Both are Sons of Late Prafulla Gope @ Praphulla Gop. resident of B-14/6. Shree Pally. Arrah, P.O- Arrah, P.S- Kanksa, District Paschim Bardhaman, Pin-713212, W.B. and includes his heirs, representative, executors, administrator and assigns.
- 2. DEVELOPER. Shall mean the said "MANISHIKA DEVELOPERSPRIVATE LIMITED, a company incorporated under the provisions of the companies Act. 1956 having its registered office at B-19 Ambedkar Sarani, City Center, Durgrpur-16, P.S.-Durgapur, Dist.-Paschim Bardhaman, West Bengal, represented by its Director Mrs. Chandana Sarkar and includes their heirs, representative, executors, administrator and assigns and successors.
- 3. PREMISES. Shall mean the land measuring an area 30 Decimal under Mouza Arrah, J.L.- No. 91, L.R. Khatian No.4963, 4964, 5125, 5126, R.S. Plot No. 1566 corresponding to L.R. Plot No. 1657 classification as Baid and proposed for Residential Housing Complex.
- 4.NEW BUILDING. Shall mean and include the multi storied building G+4 or as may be extended further to be constructed at the said land in accordance with the plan to be sanctioned by the appropriate authority Molandighi Gram Panchayat or further storied if the authority granted.
- 6. COMMON FACILITES AND AMENITIES. Shall mean and include corridor, stair ways, passage ways. Pump room, Tube-well. Over-head tank, Septic Tank, Sock Well, Water pump and Motor and other facilities, which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of building and land there under as per Apartment Ownership Act 1972, or mutually agreed upon by the owners of the flats.
- 7. SALEABLE PLACE, shall mean the space in the new building available for independent use and occupation after making due provisions for common facilities and ammonites and the space required ther

- 8. OWNER'S ALLOCATION. Shall mean the absolute right of the owners in regard to his respective share and amount of land as regard upon to be developed by virtue of this agreement and in that regard the allocation of the OWNERS and DEVELOPER already mentioned in the Schedule below of the proposed residential building cum Housing Complex According to the share of land and constructed area in the said premises together with the proportionate right, title and interest in the land including common facilities & amenities as per sanctioned plan.
- 9.DEVELOPER'S ALLOCATION. Shall mean the rest of constructed area, construction including common facilities and the right to use thereof in the premises upon construction of the said building including share of ROOF TOP of the said building to be constructed at the said premises along with the proportionate share of interest in the land with the super built up area but without transferring any ownership right in favour of the Developer.
- 10. ARCHITECT , shall mean the person who may be appointed by the developer for designing and planning of the said building and obtain the sanction building plan.
- 11. BUILDING PLAN, shall mean the plan or plans for the construction of the new building to be submitted or to be sanctioned by the appropriate authority of Molandighi Gram Panchayat with the alterations and modifications as may be made by the developers with the approval of the appropriate authority from time to time.
- 12. COVERED AREA. shall mean the plinth area of the said unit/flat/ parking space including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the plinth area of the common portions. Provided that if any wall be common between two units/ flats/ then one half of the area which shall be included in each unit/ flat.
- 13. TRANSFER shall mean its grammatical variations include transfer by possession and title/ or by any other means as may be adopted for effecting what is to be understood transfer of space/ super build up area in the multistoried building to the purchaser thereof although the same may not amount to be a transfer in law.
- 14. TRANSFEREE, shall mean the person, firm, limited company, association of persons or a body of individuals whether incorporated or to whom any space/ super buildup area in the building has been transferred.
- 15. TITLE DEED, shall mean an includes the following deeds and documents :-

- A. deed of Gift bearing Nos. I-865 of 2021 and I-866 of 2021.
- 5 Furchas
- C. Rent receipt etc.

16. WORDS IMPORTING: singular shall includes plural and vice -versa. Masculine gender shall includes famine or neuter genders likewise importing famine genders shall includes masculine and neuter genders shall includes masculine and famine genders.

ARTICLE-IL COMMENCEMENT

THIS AGREEMENT shall be deemed to have commenced on and with effect from the date of execution of this agreement or the date as stipulated in the above.

ARTICLE-IIL OWNERS RIGHTS AND REPRESENTATIONS

- The owner is absolutely seized and possessed of Land or otherwise well and sufficiently entitled to the said premises and ALL THAT exclusive right, title, interest in the said land/ premises and has a good, clear and absolute marketable title to enter into this agreement with the developer.
- There is no legal bar or otherwise for the owner to obtain the certificate under the provision of the Income Tax Act, 1961 or other consents and permission that may be required.
- There is no excess vacant land in the said premises and is not vested under the urban land (celling and regulation) act, 1976.
- 4. That the land owners handed over the said land/ premises as mentioned in the schedule below from that day for develop/ erect the multistoried building to the developer as agreed terms and conditions here under written.
- The said premises are free from all encumbrances, charges, liens, lispendents, attachments, trusts, debtors, walkf, mortgage, and acquisitions whatsoever.
- There is no suit or proceeding regarding the title of affecting the title of the owner in respect of the said premises or any parts thereof.

ARTICLE-IV. DEVELOPERS RIGHTS

1. The owners hereby grand subject to what has been hereinafter provided the exclusive rights to the developers to built, construct, erect and complete the said building compromising of various sizes of flats in order to sell the said flat to the intended purchaser/ purchasers for their residential purpose by entering into an agreement for sale and/or transfer and/or construction in respect of developers

- allocation in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modifications made or caused by the developer with the approval of the owners by demolishing the existing building and by constructing new building thereon.
- 2. The developers shall be entitled to prepare, modify or alter the plan with approval of the owner and submit the same to the appropriate authority in the name of the owner as its own cost and charges and developers shall pay and bear the expenses required to be paid or deposited for obtaining sanction of the building plan from the appropriate authorities, if required, for construction of building at the premises.
- 3. The owner shall put the developers into possession of the said premises in terms of this agreements and the developers shall be entitled to deal with the said premises on the terms and conditions here in contents and also in accordance with the power and authorities to be conferred on the developer in accordance with a general power of attorney specifically for the purpose of development for construction of a new building as contemplated in this presence with power to sale, transfer, lease, late out, mortgage in respect of the OWNERS ALLOCATION of the building.
- Simultaneously after execution of these presents the developers shall be at liberty to take possession of the premises and hold the same at its discretion for the purpose of said construction.

ARTICLE -V . APARTMENT CONSIDERATION

- 1. In consideration of the owners having agreed to permit to the developer to sell the flat of the said premises and construct, erect, and complete the building on the said premises the developers agreed.
- A) That the developers shall construct the building in question over the scheduled property at their own cost, expenses and efforts in term of the sanctioned building plan of the said proposed building from the competent authority or Molandighi Gram Panchayat/Zila Parishad, Paschim Bardhaman and obtain all necessary permission and or approvals and or consent in the name of the land owners.
- B) In respect of the construction of the building to pay cost of supervision of the development, construction of the building at the said premises.
- C) To bear all costs, charges and all expenses of construction in the building at the said premises.
- D) The new building will be constructed at the said premises within 30 months from the date of sanction of the building plan or commencement of the building work whichever is earlier which is the essence of this contract. The said time will be enhanced for further 6 months for unavoidable circumstances.



E) The aforesaid shall constitute the apartment consideration for grant of exclusive right for development for the said premises.

ARTICLES-VI. OWNER'S ALLOCATION

- In consideration of the above, the Developer will get entire constructed area except Owner's allocation part in the premises in the said land including common faculties and amenities as per sanctioned plan of Molandighi Panchayat /ZILA PARISHAD, Paschim Bardhaman.
- The Developer shall also construct erect and complete the said building at his own
 costs with entire common facilities and amenities of the building including electric
 lines fittings, lift, pump etc.
- If there is any addition and alteration of the sanctioned plan the developer will be responsible for that and for further submission of Revised plan the necessary costs will be incurred by the Developer.
- 4. The Developer shall have no right, title and interest whatsoever in the owner's allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities, which shall solely and exclusively belong and continue to belong to the owner.

ARTICLE -VII . DEVELOPER'S ALLOCATION

In consideration of the above, the developer shall be entitled to get total constructed area in the premises save and except Owner's allocation as mentioned in the schedule below in the said land including common facilities and amenities in the entire portion of the saleable space in the building to be constructed including the right to use thereof to be available at the said premises upon construction of the said building after providing for the owner's allocation and the developer shall be entitled to enter into an agreement for sale and transfer its own name with any transferees for their residential purpose and to receive and collect all money in respect thereof which shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereto that for the purpose entering into such agreement it shall not obligatory on the part of the developer to obtain any further consent of the owner and this agreement by itself shall be treated as consent by the owner provided however the developer will not be entitled to deliver possession of Developer's allocation to any of its transferees until the developer shall make over possession of the owner and comply with all other obligation of the developer to the owner his agreement provided that the deeds of transfer of the flats under developer's allocation shall be executed by the owner and developer jointly.

ARTICLE-VIII . PROCEDURE

- Upon execution of these presents the owner shall grant a Regd. Development Power
 of Attorney in favour of the present Developer.
- 2. Immediately upon the Developer obtaining peaceful possession of the said premises/ vacant land with structure thereon the developer shall be entitled demolish. The existing structure at its owner's costs and expenses by his contractor and all salvage materials arising there from, shall belong to the Owners.
- 3. That as far as necessary all dealings by the developer in respect of the new building shall be in the name of the owner and for which purpose the owner undertake to give the Developer or its nominee or nominees power of Attorney in form and manner as requested by the Developer. It is being understood however that such dealings shall not in any manner fasten or create any financial liabilities upon and against the owner.
- 4. The owner shall grant to the developer and /or nominee or nominees a Registered Development Power of Attorney and a Notarized General power of Attorney as may be required for the purpose of obtaining the Sanctioned Plan or all necessary permission and approvals for different authorities in connection with the construction of the building and Electricity and also for pursuing and following up the matter with the Panchayat or other appropriate authority or authorities for the purpose of amendment or alteration of the said plan.
- 5. That in the event executing of any default or delay or refusal on the part of the owner in the deed of conveyance or transfer as the case may be the developer shall as the Constituted Attorney of the owner is entitled to execute the deed of conveyance of transfer for and on behalf of the owner.
- 6. The Developer is carrying on business as a builder and shall be entitled to enter in to agreement for sale of various portion with to various persons intended to own the constructed spaces and for the purpose of proper enjoyment of the Developer's allocation or the persons with whom the Developer shall enter into any agreement for sale of flats/units/and /or other built up areas the Developer shall be entitled to nominate such person or persons for the purpose of obtaining such transfer of the flat/units/parking space and undivided proportionate share in the said premises attributable there to in respect of the Developer's allocation and the owner hereby agree to execute the deed of conveyance or to transfer such undivided proportionate share to the land comprised in the said premises directly in favour of such person or persons it being expressly agreed that the Owner shall not be entitled to claim any further consideration for sale or transfer and this agreement for development by



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itself will be the consideration for sale and transfer of such undivided proportionate share.

ARTICLE-IX . CONSTRUCTION

The developer shall be solely and exclusively responsible for the construction of the said building and the Developer will take all sorts of precaution to avoid accident and also started construction after soil Test. In case of any accident or labour problem or any type of loan the land lord/owner will not responsible but any major problem or any dispute regarding land or any legal bar/affair of any Loan Barden the developer will not responsible and the owner shall have to clear up the said problem and in that case the delayed time will be added to the total completion period of the project.

ARTICLE-X . SPACE ALLOCATION

- That alter completion of the building the owner shall be entitled to obtain physical
 possession of the owner's allocation and the balance constructed area and other
 portion of the said building shall belong to the developer and to that effect the
 developer shall supply a copy of the completion certificate from the
 planner/architect or competent authority.
- 2. The developer shall be exclusively entitled to the building with exclusive right to transfer from the owner and to transfer or otherwise deal with or to dispose of the same without any right claim or interest therein whatsoever of the of owner and owner shall not in and any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.
- 3. The owner and/or Developer shall be entitled to transfer or otherwise deal with their respective allocation even before the completion of construction.
- 4. The Developer shall be exclusively entitled to the Developer's allocation with exclusive right to enter into agreement for sale or transfer or dispose of the same without any right claim and interest therein whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation and no further consent shall be required and this agreement by itself shall be covered the consent of the Owner.
- Both the OWNERS and DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.
- 6. In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna and also make a Maintaining office of the developer etc. In other words the entire roof right will be

developed upon the Developers and the Developer shall have and will unconditionally enjoy the right to erect further and future structure on and over the roof after obtaining Sanctioned plan from the competent authority in that case the owner also has a right to claim proportionately as agreed before.

ARTICLE-XI: BUILDING

- 1. The developers shall at his own cost structure, erect and complete and multi storied building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time and such construction of the building shall be completed entirely by the developers within 30 months including the enhanced period from the date of Sanction of the building plan from the competent authority.
- 2. The developer shall erect the said building at his own cost as per specification and drawings in the sanctioned plan with common anilities and facilities for the flat holders shall be provided as are required and to be provided as residential building, self-contained apartment and constructed space for sale and/or residential flat and/or constructed space therein on ownership basis.
- 3. The develops shall be authorized in the name of the owner in so far as necessary to apply and obtain quotas, entitlements and other allocation of or for cement, steel, bricks and other building materials allocation to the owner for the construction of the building and to similarly apply for an obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other impute and facilities required for the construction of enjoyment of the building for which purpose the power shall execute in favour of the developer a Development Power of Attorney any other authorities as shall be required by the developers.
- 4. The developer shall at liberty at its own cost and expenses and without causing any financial or other liability on the owner will construct and complete the building in various unit and/or apartment herein according to the building plan and amendment thereto or modification thereof made or cost to be made by the developer without the consent of the owner in writings.
- All cost, charges and expenses including architect's fees shall be paid discharged and borne by the developer and the owners shall have no liabilities in this context.
- 6. The developers shall at his own cost will install electricity wiring, water, pipe line, sewage connection in portion of the owner's allocation also include lift in the building the owner shall be liable to contribute only of Electric Meter cost for his own allocation.

ARTICLES-XII, COMMON FACILITES

- The developer shall pay and bear the property tax and other dues and outgoings in respect of this building according to dues as on land from the date of handed over the vacant possession by the owners till as provided hereafter.
- 2. As soon as the building is completed and the Electricity, wiring, sewerage line, water pipe line are ready according to the specification and plan thereof and certificate to the architect from the competent authority herein produce to that affect the developer shall give written notice to the owner requesting the owner to take possession of the owner's allocation in the building and the developer can registered and delivered the flats to the purchaser after due execution of the deed by the owner after full and fina 1 satisfaction of the owner.
- 3. As and from the date of service of notice of possession, the owner and developer and the flat owner's shall be responsible to pay and bear the proportionate share of the service charges for the common facilities in the building i.e, proportionate share of the premises for water, fire and Scavenging charges and taxes light, Sanitation and lift maintenance operation, repair and renewal charges for bill collection management of the common facilities and renovation, replacement, repair and maintenance charges and expenses for the building and of the common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installation, applications and equipments, stairways, corridors, passage ways and other common facilities whatsoever as may be mutually agreed from time to time.
- The owner shall not do any act, deed or thing whereby the developer shall be prevented from construction and completion of the said building, subject to the conditions of this agreement.

ARTICLE -XIII: OWNER'S OBLIGATION

- The owner agrees and covenant with the developer not to cause any interference or hindrance in the construction work of the building at the said premises by the developer or its contractors, engineers and all workmen under its employment if work be done legally and as per agreement.
- The owner hereby agrees and covenant with the developer not to do any act deed or thing whereby the developer shall be prevented from selling, assign and or disposing of any of the part of the said building or any other things at the said premises.
- The original title deeds and documents in respect of the said premises shall be kept by the owner during construction period and after completion of the construction

shall be delivered to the developer subject to full and final satisfaction of the owners as per agreed terms of payment.

ARTICLE -XIV . DEVELOPERS' OBLIGATION

 The developer hereby agrees and consents with the owner to complete the construction of the new building within 30 months from the date of obtaining vacant possession of the said premises following upon receipt of the plan of the new building from the appropriate authority whichever is later.

ARTICLE -XV. OWNER'S INDEMNITY

- The owner hereby undertakes that the developer shall be entitled to the said construction of the new building and shall enjoy its allotted space without any interference and or disturbance.
- 2. The owner hereby declare that the owner's have a clear marketable title in respect of

contained herein shall be deemed to construe as partnership between the developer and the owner but as joint venture between the parties.

- 2. It is hereby expressly agreed by and between the parties hereto that it shall be tire responsibility of the owner to defend all suits and proceeding which and the owner's shall execute any such additional power of attorney and/or authorization as may required may arise in respect of the development of the said premises at his own cost. The owner hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter by the developer for the purpose and the owner's also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe of the rights of the owners and/or go against the spirit of this Agreement.
- 3. Any notice required to be given by the developer shall without prejudice to another mode of service available demand to have been served on the owners, if delivered to the developer by hand and duly acknowledgement due to the residence of the owner shall likewise be deemed to the have been served on the developer by hand or send by pre-paid Registered post to the Registered Office of the developer.
- 4. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the owner of the premises or, any part thereof to the developer or as creating any right, title or interest in respect thereof in the developer other than an exclusive license to the developer to commercially exploit the same in terms thereof provided however the developer shall be entitle to borrow money from any Bank without creating any financial liability of the owner or affecting the estate and interest in the said premises and it is being expressly agreed and understood that in no event the owner or any other estate shall be responsible and/or made liable for payment of any dues of such banks and for that purpose, the developer shall keep the owners' indemnity against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 5. The name of the building shall be as desired by the parties after completion of the proposed building or be named as "MANISHIKA APARTMENT"
- 6. Both the developer and the Owner shall frame a scheme for the management and administration of the said building and or common parts thereof Owner hereby agree to abide by all the rules and regulations as such management society holding organization do hereby give their consent to abide by the same.
- 7. The owner undertake and agrees to execute and register all conveyance and transfer in favour of the persons with whom the developer enters in to an agreement (the Stamp duty or Registration fees and all other expenses towards the registration will be borne by the intending purchaser).

ARTICLE -XIV , FORCE MAJEURE

- The developer shall not be consider to be liable for any obligation hereunder to be extent that the performance of the relevant obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
- Force majeure shall mean floor, earth quake, Pandemic Covid-19, riot, war, storm, tempest, civil commotion, strike and/or other further commission beyond to the reasonable control of the developer.
- That if any dispute arises in between the Developer and the Owner beyond the force
 Majeure then time will not be essence of the contract and the owner will not claim
 any damage for that.

ARTICLE -XV . BREACH & CONSEQUENCE

In the event of either party to this agreement committing breach of any of their obligations under this agreement the aggrieved party shall be entitled to specific performance and also to recover damages compensation to make good the loss sustained by the aggrieved party on account of such breach from the party committing the breach. In the event of the developer not commencing construction of the new building upon expiry of the said stipulated and also to recover damages compensation to make good the loss sustained by the aggrieved party on account of such breach from the party committing the breach.

ARTICLE-XVI, JURISDICTION

The Court at Durgapur, Paschim Bardhaman shall have the jurisdiction to try and entertain all actions, suits proceedings arising out of this agreement.

ARTICLE -XVII, ARBITRATION

If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and condition herein contained or touching these presents or determination of any liability of any of the parties under this agreement. They will try first among themselves to solve that dispute or problem with friendly manner. If it will not possible by them the same shall be referred to arbitration of two arbitrators, one of them Mr. Swapan Kumar Dutta, Advocate of Durgapur Court, appointed by the Developer and another will be appoint by the aggrieved person(s) and same be deemed to be referred



within the meaning of the Arbitration Act,1996 or any statutory modifications hereunder in force and the parties herein further agreed that all disputes will come under the jurisdiction of DURGAPUR COURT, Paschim Bardhaman as stated above.

FIRST SCHEDULE ABOVE REFFERED TO

ALL THAT piece and parcel of vacant land measuring an Area more or less 32 Decimal situated in the District of Paschim Bardhaman. Under Molandighi Gram Panchayat, Mouza - Arrah, JL No. 91, R.S. Plot No. 1566 corresponding to L.R. Plot No. 1657, L.R. Khatian No.4963 [Area of Land 11 Decimal], 4964 [Area of Land 11 Decimal], 5125[Area of Land 3 Decimal], 5126[Area of Land 2 Decimal], 5127[Area of Land 2 Decimal] & 5128 [Area of Land 3 Decimal], Without any Structure, classified as Baid and use for residential Housing Complex.

Butted and bounded by:-

ON THE NORTH: -Mouza-Kaligunj

ON THE SOUTH: -Land of Khalek Mondal, R.S. Plot No.1566

ON THE EAST: - Vacant Land of Sanyasi Gope, R.S. Plot No.1566

ON THE WEST: - 20 Feet Wide Kancha Road.

SECOND SCHEDULE ABOVE REFERRED TO (LAND OWNER'S ALLOCATION)

LAND OWNERS	ALLOCATION
MR. AJAY GOPE MR. BIMAL GOPE MR. MANTOO GOPE @ MANTU GOPE MR. JAGAT GOP @ JAGAT GOPE	The Land Owners will jointly receive 16,800 Sq. Feet Structure in their own allocation as per Sanctioned Building Plan of Molandighi Gram Panchayat and a sum of Rs.6,00,000[- (Rupees Six Lakh) only in advance in favour of the Land Owners as per their share area.

THIRD SCHEDULE ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

Shall mean all entire building including common facilities of the building shall be the property of the Developer except the Landowners' allocation and the right to use thereof in the premises upon construction of the said building as per approved Building Plan of

Molandighi Gram Panchayat without transferring any ownership right in favour of the developer.

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of the OWNERS/LAND OWNERS and DEVELOPER are attested in additional pages in this deed and the same are treated as part and parcel 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 AND DEVELOPER at DURGAPUR in the presence of:

WITNESSES:

Go shi Som Ch. Lowen B/19 Antoedhow landy, City Centi, Dugapur - 16 Ajoybope
Bimal Gope
31-2049
Tagtoell

2. Chinney Chakraborty 5/0- Azit Chakraborty Vill+Post - Ichapur Dist- Paschim Bardhaman Pin - 713363. Signature of the Land Owners

MANISHIKA DEVELOPERS PVT. LTD.

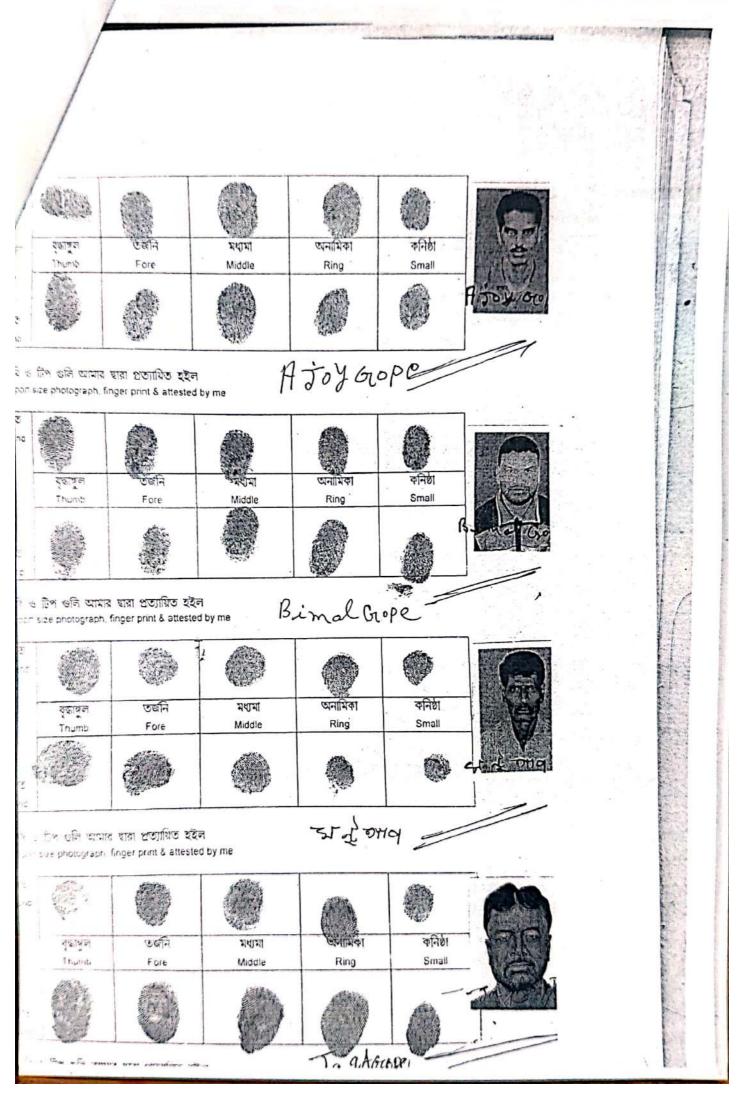
Chamlana Lozkalz

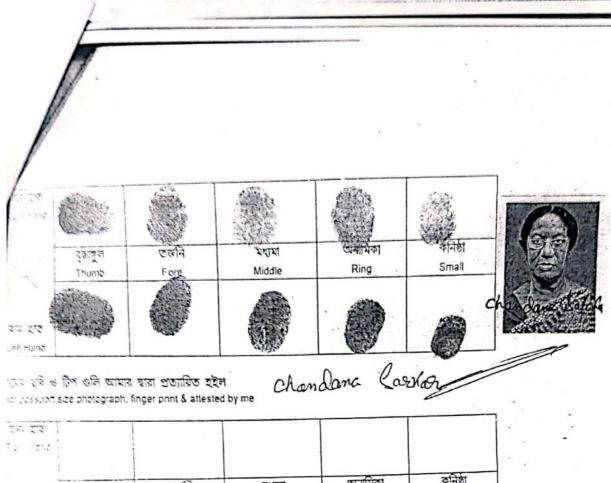
Director

Signature of the Land Developer

Drafted and Typed at my office & I read over & Explained in Mother languages to all parties to this deed and all of them admit that the same has been correctly written as per their instruction

Swapan Kumar Dutta
Advocate.
En. No. WB/999/09





	- 1				
-	হছায়ল	তজনি	মধ্যমা	অনামিকা	কনিষ্ঠা
	Thumb	Fore	Middle	Ring -	Small
					e0

্রি ও টিপ গুলি আমার ছারা প্রত্যায়িত হইল ্বেচ্ছে size photograph, finger print & attested by me

. 4					
	বৃদ্ধাসুল Thumb	তজনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
-			9		

16					
1-	ব্ভাপুল	তথ্যনি	प्रथम	অন্যমিকা	কনিপ্তা
	Inums	Fore	Middle	Ring	Small
					*
	1				

SITE PLAN SHOWING LAND OVER R.S PLOT NO-1566(P), L.R PLOT NO-1657.

OF MOUZA -ARRAH.L.R KHATIAN NO-4963,4964,5125,5127,5126,5128.

RESPECTIVELY J.LNO-91 P.S-KANKSA.DIST-PASCHIM BARDHAMAN.

UNDER MALANDIGHI GRAM PANCHAYET .HAVING TOTAL AREA 32

DECIMAL.

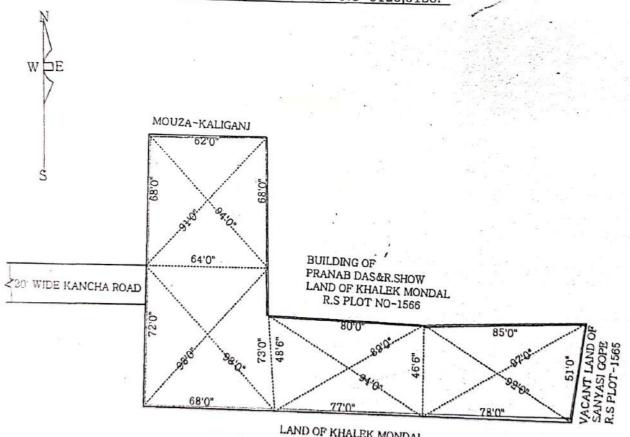
BELONGINGS TO-

(1) MANTU GOPE-11 DECIMAL KHATIAN NO-4963.

(2) JAGAT GOPE - 11 DECIMAL KHATIAN NO-4964.

(3) AJAY GOPE - 05 DECIMAL KHATIAN NO-5125,5127

(4) BIMAL GOPE- 05 DECIMAL KHATIAN NO-5126,5128.



LAND OF KHALEK MONDAL BUILDING OF AMAL MAITY R.S PLOT NO-1566

1) A Joy GOPC 2) Bimal Grope 3) 35 L 3HO 4) Taytochl Signature Of Land Owner

SURVEYOR
MOHIT Kr. MONDAL
Bargaria, Paschim Bardhaman, Durgapur-5
Govt, Regd. No.-W.B.K.565/1999

Major Information of the Deed

Deed No :	I-2306-06995/2021	Date of Registration 28/09/2021
Query No / Year	2306-2001742716/2021	Office where deed is registered
Query Date	08/09/2021 6:21:23 PM	2306-2001742716/2021
Applicant Name, Address & Swapan Kumar Dutta & Durgapur Court, Thana: Durg 713216, Mobile No.: 973516		r, District : Paschim Bardhaman, WEST BENGAL, PIN - 0, Status :Advocate
Transaction	and the first of a present of the pr	Additional Transaction
[0110] Sale, Development A agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 6,00,000/-]
Set Forth value		Market Value
Rs. 6/-		Rs. 48,96,000/-
Stampduty Paid(SD)		Registration Fee Paid:
Rs. 7,011/- (Article:48(g))		Rs. 6,014/- (Article:E, E, B)
Remarks		and an interest of the south and the second

Land Details:

District: Paschim Bardhaman, P.S.- Kanksa, Gram Panchayat: MOLANDIGHI, Mouza: Arrah, Jl No: 91, Pin Code: 713212

Sch No		Khatian Number	Land Proposed	Use. ROR	Area of Land		Market Value (in Rs.)	Other Details
L1	LR-1657 (RS:-1566)	LR-4963	Vastu	Baid	11 Dec	1/-	16,83,000/	Width of Approach Road: 20 Ft.
L2	LR-1657 (RS:-1566)	LR-4964	Vastu	Baid	11 Dec	1/-	16,83,000/-	Width of Approach Road: 20 Ft.,
L3	LR-1657 (RS:-1566)	LR-5125	Vastu ·	Baid	3 Dec	1/-	4,59,000/-	Width of Approach Road: 20 Ft.,
L4	LR-1657 (RS:-1566)	LR-5126	Vastu	Baid	2 Dec	1/-	3,06,000/-	Width of Approach Road: 20 Ft.,
	LR-1657 (RS :-1566)	LR-5127	Vastu	Baid	2 Dec	1/-		Width of Approach Road: 20 Ft.,
	LR-1657 (RS :-1566)	LR-5128	Vastu	Baid	3 Dec	1/-		Width of Approach Road: 20 Ft.,
		TOTAL:			32Dec	6/-	48,96,000 /-	Aller A. Commercial
	Grand	Total:			32Dec	6 /-	48,96,000 /-	

Name	Photo	ED B	S. Distriction of the second s
Mr Ajay Gope (Presentant) Son of Adhir Gope Executed by: Self, Date of Execution: 28/09/2021 , Admitted by: Self, Date of Admission: 28/09/2021 ,Place : Office	650	Finger Print	Signature A Joy Gopp
	28/09/2021	28/09/2021	28/09/2021

Arrah, City:- Not Specified, P.O:- Arrah, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CDxxxxxx9D, Aadhaar No: 93xxxxxxxx7369, Status: Individual, Executed by: Self, Date of Execution: 28/09/2021

, Admitted by: Self, Date of Admission: 28/09/2021 ,Place: Office

Mr Bimal Gope Son of Mr Adhir Gope Executed by: Self, Date of Execution: 28/09/2021 , Admitted by: Self, Date of Admission: 28/09/2021 ,Place : Office			Bimal Gope	
	28/09/2021	LTI 28/09/2021	28/09/2021	

Arrah, City:- Not Specified, P.O:- Arrah, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BFxxxxxx0D, Aadhaar No: 92xxxxxxx4445, Status: Individual, Executed by: Self, Date of Execution: 28/09/2021

Admitted by: Self, Date of Admission: 28/09/2021 ,Place: Office

3	Name	Photo	Finger Print	Signature
	Mr Mantoo Gope, (Allas: Mr Mantu Gope) Son of Late Prafulla Gope Executed by: Self, Date of Execution: 28/09/2021 , Admitted by: Self, Date of Admission: 28/09/2021 ,Place : Office			उपने राभन
	: Office	28/09/2021	LTI 28/09/2021	28/09/2021

B 14/6, Shree Pally, Arrah, City:- Not Specified, P.O:- Arrah, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx2P, Aadhaar No: 94xxxxxxx4400, Status: Individual, Executed by: Self, Date of Execution: 28/09/2021

, Admitted by: Self, Date of Admission: 28/09/2021 ,Place: Office

Name "Jagat Gop, (Alias: Mr JAGAT GOPE) Son of Late Praphulla Gop Executed by: Self, Date of Execution: 28/09/2021 Admitted by: Self, Date of Admission: 28/09/2021 ,Place : Office

B 14/6, Shree Pally, Arrah, City:- Not Specified, P.O:- Arrah, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXxxxxxx2B, Aadhaar No: 21xxxxxxx3709, Status :Individual,

Executed by: Self, Date of Execution: 28/09/2021

Admitted by: Self, Date of Admission: 28/09/2021 ,Place: Office

Developer Details:

Dev	eloper Details:
SI	Name,Address,Photo,Finger print and Signature
	Manishika Developers Private Limited B 19 , Ambedkar Sarani, City Centre, City:- Not Specified, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim B ardhaman, West Bengal, India, PIN:- 713216 , PAN No.:: AAxxxxxx0B, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

4	Name	Photo	Finger Print	Signature
	Mrs Chandana Sarkar Wife of Gour Chandra Sarkar Date of Execution - 28/09/2021, Admitted by: Self, Date of Admission:	食		Chandona Garvar
	Admission of Execution. Office	Sep 28 2021 2:36PM	LTI 28/09/2021	- Durgapur, P.S:-Durgapur, District:- Female, By Caste: Hindu, Occupation:

Identifier Details:

Identifier Details:	Photo -	Finger Print	Signature
Name	The same of the same of	I TEE	
Mr Gitesh Sarkar Son of Mr Gour Chandra Sarkar 8/19, Ambedkar Sarani, City Centre, City:- Not Specified, P.O:- Durgapur, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216			Edin Suhan
	28/09/2021	28/09/2021	28/09/2021 op. Mrs Chandana Sarkar

Identifier Of Mr Ajay Gope, Mr Bimal Gope, Mr Mantoo Gope, Mr Jagat Gop, Mrs Chandana Sarkar

	nsfer of property for L1	
1	No From	To. with area (Name-Area)
11.1	Mr Mantoo Gope	Manishika Developers Private Limited-11 Dec
Trans	sfer of property for L2	
SINO	From	To. with area (Name-Area)
1	Mr Jagat Gop	Manishika Developers Private Limited-11 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	Mr Ajay Gope	Manishika Developers Private Limited-3 Dec
Transi	fer of property for L4	the state of the s
SI.No	From	To. with area (Name-Area)
	Mr Bimal Gope	Manishika Developers Private Limited-2 Dec
rans	fer of property for L5	The state of the s
	From	To. with area (Name-Area)
1	Mr Ajay Gope	Manishika Developers Private Limited-2 Dec
Trans	fer of property for L6	A STATE OF THE STA
	From	To. with area (Name-Area)
1	Mr Bimal Gope	Manishika Developers Private Limited-3 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Kanksa, Gram Panchayat: MOLANDIGHI, Mouza: Arrah, Jl No: 91, Pin Code:

13212 Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1657, LR Khatian No:- 4963	Owner:মন্ গোপ, Gurdian:প্রভূল , Address:নিজ , Classification:বাইদ, Area:0.11000000 Acre,	Mr Mantoo Gope
L2	LR Plot No:- 1657, LR Khatian No:- 4964	Owner:জগড় গোপ, Gurdian:এফুল , Address:নিজ , Classification:বাইদ, Area:0.11000000 Acre,	Mr Jagat Gop
L3	LR Plot No:- 1657, LR Khatian No:- 5125	Owner:অজ্য গোদ, Gurdian:অধীর , Address:নিজ , Classification:বাইদ, Area:0.03000000 Acre,	Mr Ajay Gope
L4	LR Plot No:- 1657, LR Khatian No:- 5126	Owner:বিমল গোপ, Gurdian:অধীর , Address:লিজ , Classification:বাইদ, Area:0.02000000 Acre,	Mr Bimal Gope
L5	LR Plot No:- 1657, LR Khatian No:- 5127	Owner:অজ্ম গোপ, Gurdian:অধীর , Address:নিজ , Classification:বাইদ, Area:0.020000000 Acre,	Mr Ajay Gope
L6	LR Plot No:- 1657, LR Khatian No:- 5128	Owner:বিমল গোপ, Gurdian:অধীর , Address:নিজ , Classification:বাইদ, Area:0.03000000 Acre,	Mr Bimal Gope

Endorsement For Deed Number: I - 230606995 / 2021

On 20-09-2021

certificate of Market Value(WB PUVI rules of 2001)

centred that the market value of this property which is the subject matter of the deed has been assessed at Rs

b.

Partha Bairaggya

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. DURGAPUR

Paschim Bardhaman, West Bengal

On 28-09-2021

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 12:15 hrs on 26-09-2021, at the Office of the A.D.S.R. DURGAPUR by Mr. Ajay Gope , one of the Executants

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

Execution is admitted on 26/09/2021 by 1 Mr Ajay Gope. Son of Adhir Gope, Arrah, P.O: Arrah, Thana: Kanksa, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Business, 2. Mr Birnal Gope, Son of Mr Adhir Gope, Arrah, P.O. Arrah, Thana: Kanksa, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Business, 3. Mr Mantoo Gope, Alias Mr Mantu Gope, Son of Late Prafulla Gope, B. 14/6, Shree Pally, Arrah, P.O. Arrah, Thana: Kanksa, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Business, 4. Mr Jagat Gop, Alias Mr JAGAT GOPE, Son of Late Praphulla Gop, B. 14/6, Shree Pally, Arrah, P.O. Arrah, Thana: Kanksa, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Business

Indetified by Mr Gitesh Sarkar, . . Son of Mr Gour Chandra Sarkar, 8/19, Ambedkar Sarani, City Centre, P.O: Durgapur, Thana Durgapur, . Paschim Bardhaman, WEST BENGAL, India, PIN - 713216, by caste Hindu, by profession Others

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

Execution is admitted on 28-09-2021 by Mrs Chandana Sarkar, Director, Manishika Developers Private Limited, B 19, Ambedkar Sarani, City Centre, City:- Not Specified, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216

Indetified by Mr Gitesh Sarkar, . , Son of Mr Gour Chandra Sarkar, 8/19, Ambedkar Sarani, City Centre, P.O: Durgapur, Thana: Durgapur, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713216, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 6,014/- (B = Rs 6,000/-,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 6,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/09/2021 10:19PM with Govt. Ref. No: 192021220081346438 on 19-09-2021, Amount Rs: 6,014/-, Bank; SBI EPay (SBIePay), Ref. No. 6932445023813 on 19-09-2021, Head of Account 0030-03-104-001-16

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

scription of Stamp Stamp: Type: Impressed, Serial no 3575, Amount: Rs.5,000/-, Date of Purchase: 18/09/2021, Vendor name: SOMNATH CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/09/2021 10:19PM with Govt. Ref. No: 192021220081346438 on 19-09-2021, Amount Rs: 2,011/-, Bank: SBI EPay (SBIePay), Ref. No. 6932445023813 on 19-09-2021, Head of Account 0030-02-103-003-02

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

tificate of Registration under section 60 and Rule 69, egistered in Book - I

Volume number 2306-2021, Page from 156232 to 156271 being No 230606995 for the year 2021.



- Dá

Digitally signed by PARTHA BAIRAGGYA Date: 2021.10.07 17:38:23 +05:30 Reason: Digital Signing of Deed.

(Partha Bairaggya) 2021/10/07 05:38:23 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR West Bengal.

(This document is digitally signed.)