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A.D.S.R. Dasgupta
 Registrar

09 FEB 2022

QUERY NO. 2002369821/2021

GRN NO. 192021220137427358

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 23RD DAY OF
DECEMBER, 2021

BETWEEN

KHALEK MANDAL [PAN NO. BUSPM3925P] [AADHAAR NO-4376 7606 8376], Son of Ataur Rahaman Mandal, By faith-Muslim, by Occupation- Others, by Nationality-Indian, resident of Ausabandi, Nohari, Paschim Midnapore, P.O.- Garbeta-I, P.S.- Garbeta, Dist- Paschim Midnapore, Pin- 721121, W.B., India, hereinafter refereed 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 his respective heirs, representatives, executors, administrators, successors and assigns) of the FIRST PART.

AND

MANISHIKA DEVELOPERS PRIVATE LIMITED [PAN-AAJCM4750B], a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at B-19 Ambedkar Sarani, City Center, Durgapur-16, P.S.-Durgapur, Dist.- Paschim Bardhaman, West Bengal, represented by one its directors Mrs.Chandara Sarkar [PAN NO. AJWPS9072R][AADHAAR NO. 3033 7202 5535], wife of Mr. Gour Chandra Sarkar, daughter of Chandra Kanta Sarkar, by Nationality Indian, by faith-Hindu, by Occupation-Business, resident of B-19 Ambedkar Sarani, City Center, Durgapur-16, P.S.-Durgapur, Dist.- Paschim Bardhaman, West Bengal, hereinafter refereed to and called as 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.

WHEREAS FIRSTLY, the land was originally belongs to Sri Dasarath Ghosh, Son of Late Jagannath Ghosh he received the said land by way of Regd. Deed of Gift. Vide Gift Deed No. 2811 for the year of 1971 (SL. No.2791), registered at A.D.S.R. Office Durgapur.

THEREAFTER during peaceful possession of the said land, said Dasarath Ghosh was died leaving behind his three sons, namely 1. Sri Balai Ghosh 2. Sri

Lakshmi Narayan Ghosh & 3. Sri Sukumar Ghosh jointly inherited the said land by way of legal heirs and successors. Thereafter the said Owners recorded their names in L.R Records of Rights, being L.R. Khatian Nos. 1875, 1876 & 1877 respectively.

THEREAFTER 1. Sri Balai Ghosh 2. Sri Lakshmi Narayan Ghosh & 3. Sri Sukumar Ghosh all are Sons of Late Dasarath Ghosh during their peaceful possession jointly transferred the land measuring more or less 7.65 Katha in favour of Mr. Harish Malhotra, Son of Roshan Lal Malhotra, by way of Regd. Deed of sale, vide Regd. Sale Deed No. I- 3018 for the year of 2006, registered at A.D.S.R. Office Durgapur.

THEREAFTER Mr. Harish Malhotra after received of the said Land, mutated his name in separate L.R Khatian, being Khatian No. 2485.

THEREAFTER Harish Malhotra, Son of Roshan Lal Malhotra during his peaceful possession transferred land measuring more or less 6.78 Katha in favour of Mr. Khalek Mandal, Son of Ataur Rahaman by way of Regd. Deed of sale, vide sale Deed No. I- 230604488 for the year of 2021, registered at A.D.S.R. Office Durgapur and subsequently mutated his name in separate L.R. Khatian No.5246, as clearly mentioned in the First Schedule-A below.

WHEREAS SECONDLY, the land was originally belongs to Joydeb Halder, Son of Late Purna Chandra Halder and he purchased the said land by way of Registered Deed of Sale, vide Regd. Sale Deed No.2314 for the year of 1991, registered at A.D.S.R. Office Durgapur from the recorded owner Kartick Chandra Gope, son of Late Dukhram Gope of Village Arrah under New Township Police Station.

AND WHEREAS after received of the said Land, said Joydeb Halder, Son of Late Purna Chandra Halder during his peaceful possession transferred land measuring more or less 8.30 Katha or more or less 13.69 Decimal in favour of Sri Harendra Prasad Gupta, Son of Ram Chandra Prasad Gupta by way of Regd. Deed of Sale, vide Regd. Sale Deed No. I- 1439 for the year of 2001, registered at A.D.S.R. Office Durgapur.

THEREAFTER Sri Harendra Prasad Gupta, Son of Ram Chandra Prasad Gupta during his peaceful possession transferred land measuring more or less 2.5 Katha of vacant Land in favour of Mr. Pratip Roy, Son of Motilal Roy, by way of Regd. Deed of Sale, vide Regd. Sale Deed No. I- 6031 for the year of 2007 dated- 07.12.2007, registered at A.D.S.R. Office Durgapur.

THEREAFTER Mr. Pratip Roy after received of the said vacant Land, mutated his name in separate L.R Khatian, being Khatian No. 2745, recorded area more or less 0.04 Acre

THEREAFTER Mr. Pratip Roy, Son of Motilal Roy during his peaceful possession transferred land measuring more or less 2.5 Katha in favour of Khalek Mandal, Son of Ataur Rahaman by way of Regd. Deed of sale, vide sale Deed No. I- 230604489 for the year of 2021, registered at A.D.S.R. Office Durgapur and subsequently mutated his name in separate L.R. Khatian No.5247, as clearly mentioned in the First Schedule-B below.

AND WHEREAS the present LAND OWNER Khalek Mandal, Son of Ataur Rahaman as the sole and absolute owner seized 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 OWNER/VENDOR is 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 he is unable to proceed with such a project.

AND WHEREAS the OWNER/ VENDOR is in need of a 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 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 owner **6(Six) Flats**, measuring an area **1050 Sq. Feet** each as per Approved Building Plan of Jemua Gram Panchayat and if the Land Owner in future not willing to hold the said Flats, in that case the Developer will provide a certain amount instead of Flats. The Allocations of Owner's and Developer's will be final after received of Approved Building Plan from Molandighi Gram Panchayat.

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 : DEFINITION

1. **OWNER** : Shall mean the said **KHALEK MANDAL**, Son of Ataur Rahaman Mandal, resident of Ausabandi, Nohari, Paschim Midnapore, P.O.- Garbeta- I, P.S.- Garbeta, Dist- Paschim Midnapore, Pin- 721121, W.B., India and includes his heirs, representative, executors, administrator and assigns.

2. **DEVELOPER**: Shall mean the said "**MANISHIKA DEVELOPERS PRIVATE LIMITED**, a company incorporated under the provisions of the companies Act. 1956 having its registered office at B-19 Ambedkar Sarani, City Center, Durgapur-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 **9.28 Katha** under Mouza - Arrah, J.L.- No. 91, previous L.R. Khatian No. 2485 & 2745, 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 thereof.

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. Gift Deed No. 2811 for the year of 1971
- B. Sale Deed No. I- 3018 for the year of 2006
- C. Sale Deed No. I- 230604489 for the year of 2021
- D. Sale Deed No.2314 for the year of 1991
- E. Sale Deed No. I- 1439 for the year of 2001
- F. Sale Deed No. I- 6031 for the year of 2007
- G. sale Deed No. I- 230604488 for the year of 2021
- H. Parcha
- I. Rent receipt

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

ARTICLE-II: 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-III: OWNERS RIGHTS AND REPRESENTATIONS

1. 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.
2. 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.
3. There is no excess vacant land in the said premises and is not vested under the urban land (ceiling and regulation) act, 1976.
4. That the land owner 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.
5. The said premises are free from all encumbrances, charges, liens, lispendents, attachments, trusts, debtors, walkf, mortgage, and acquisitions whatsoever.
6. 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 comprising 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.
4. 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/ADDA Paschim Bardhaman and obtain all necessary permission and or approvals and or consent in the name of the land owner.
 - 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

1. 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 /ADDA Paschim Bardhaman as more fully mentioned in the Second Schedule below.
2. 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.
3. 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

1. 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 to 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 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

1. 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.
5. 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 have 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 developer 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.
5. 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

1. 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 final 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.
4. 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

1. 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.
2. 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.
3. 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

1. 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

1. 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 the said premises without any claim, right title, interest of any person or persons and the owner's declare that they have good right absolute authority, and power to enter into this agreement with the developer and the owners hereby also undertake to indemnify and to keep the developer indemnified against any and all other particular claims action and demands whatsoever.

ARTICLE -XVI: DEVELOPER INDEMNITY

1. The developer hereby undertake to keep the owner indemnified against all kinds of claim, damages, compensation, action out of any sort of act of commission the developer and/ or of any other person working it in or related to the construction of the said building at the said premises.
2. The developer hereby undertake to keep the owner indemnified against all suits, proceedings, costs, claims that may arise out of the said premises and/or the matter of construction of the said building and/or for any defect therein of any nature whatsoever.

ARTICLE-XVII: LEGAL PROCEEDING

1. The owner and the developer have entered in to this agreement on principal to principal basis voluntarily and with full knowledge the contract and nothing 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 the responsibility of the owner to defend all suits and proceedings which and the owner's shall execute any such additional power of attorney and/or authorization as may be required 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 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 entitled 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

1. 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.
2. 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.
3. That if any dispute arises in between the Developer and the Cwner 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 -A

In the District of Paschim Bardhaman, P.S. – Kanksa, Sub-Division & A. D. S. R. Office Durgapur, Mouza- Arrah, J.L. No.91, R.S Plot No. 1566 corresponding to L.R. Plot No. 1657, L.R. Khatian No: 5246, area of Land 6.78 Katha without any Structure, situated under Molandighi Gram Panchayat Area, Classification of Land is Baid and proposed use for residential Housing Complex.

Current Boundaries

Butted & Bounded by :-

- On the North: Vacant Land of Gope Family Plot No. 1566 (P)
- On the South: 12 ft. Wide Kancha Road
- On the East: Sandhya Das Plot No. 1565
- On the West: Vacant Land of Gope Family Plot No. 1566 (P)

FIRST SCHEDULE -B

In the District of Paschim Bardhaman, P.S. – Kanksa, Sub-Division & A.D.S.R. Office Durgapur, Mouza- Arrah, J.L. No.91, R.S Plot No. 1566 corresponding to L.R. Plot No. 1657, L.R. Khatian No. 5247, area of Land 2.5 Katha without any

per approved Building Plan of Molandighi Gram Panchayat without
transferring any title and 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 OWNER/LANDOWNER
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 OWNER AND DEVELOPER at DURGAPUR
in the presence of:

WITNESSES:

Smt. Sankha
S/o Shri Gour Chandra Sankha
Village - Bhubaneswar Saveri,
City - Cuttack, Durgapur 76

Chinmoy Chakraborty
S/o - Arjit Chakraborty
Vill + Post - Ichhapur
Dist - Paschim Bardhaman
Pin - 713363

Khelek Mandal.

Signature of the Land Owner

MANISHIKA DEVELOPERS PVT. LTD.

Chandana Sarkar

Director

Signature of the 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
Swapan Kumar Dutta
Advocate.

En. No. WB/999/09

ডান হাত Right Hand					
 বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small	
বাম হাত Left Hand					



Khelek Mandal.

উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল
color passport size photograph, finger print & attested by me

Khelek Mandal.

ডান হাত Right Hand					
 বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small	
বাম হাত Left Hand					



Chandana Sarkar

উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল
color passport size photograph, finger print & attested by me

Chandana Sarkar

ডান হাত Right Hand					
 বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small	
বাম হাত Left Hand					

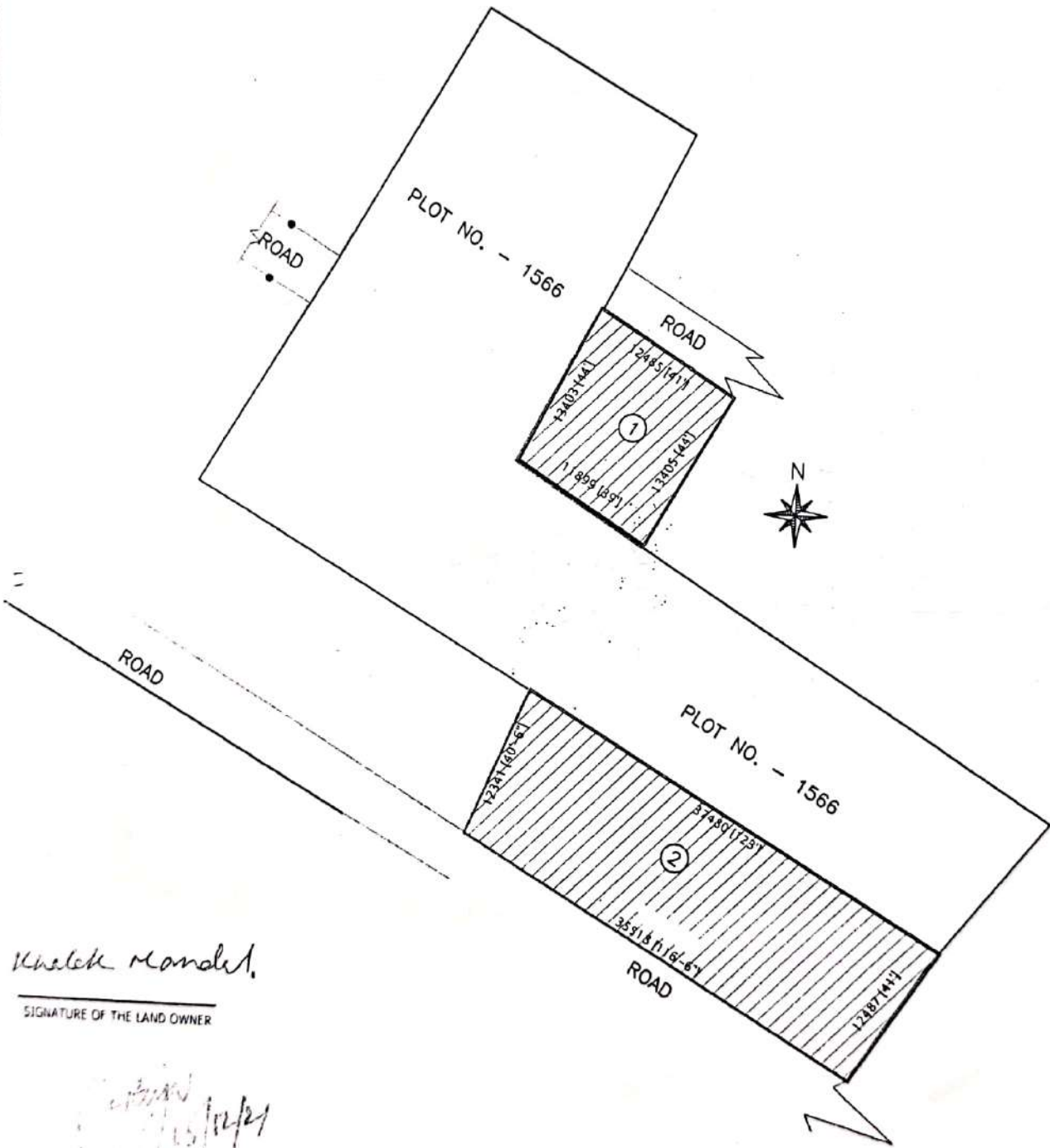
উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল
color passport size photograph, finger print & attested by me

ডান হাত Right Hand					
 বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small	
বাম হাত Left Hand					

উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল
color passport size photograph, finger print & attested by me

PLAN SHOWING LAND OVER R.S PLOT NO:1566(P), L.R PLOT NO : 1657, P.S
KSA , MOUZA - ARRAH , J.L NO-91, DIST : PASCHIM BARDHAMAN .
NAME OF OWNER - KHALEK MANDAL S/O ATATUR RAHAMAN MANDAL

AREA OF PLOT - 9.28 KATHA / 6681.60 SQ.FT.



Khaletk Mandal
SIGNATURE OF THE LAND OWNER

[Handwritten signature]
SIGNATURE OF THE ARCHITECT

MAHISHIKA DEVELOPERS PVT. LTD.
Chandana Sarkar
Director
SIGNATURE OF THE PURCHASER



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

GRN Details

GRN: 192021220137427358
GRN Date: 15/12/2021 22:44:02
BRN : 4408143413235
Gateway Ref ID: IGAMQCAPI8
Payment Status: Successful
Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBIEpay Payment Gateway
BRN Date: 15/12/2021 22:12:44
Method: State Bank of India NB
Payment Ref. No: 2002369821/3/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: MANISHIKA DEVELOPERS PRIVATE LIMITED
Address: DURGAPUR-16
Mobile: 9735168110
Contact No: 09735168110
Depositor Status: Buyer/Claimants
Query No: 2002369821
Applicant's Name: Mr Swapan Kumar Dutta
Identification No: 2002369821/3/2021
Remarks: Sale, Development Agreement or Construction agreement Payment No 3

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002369821/3/2021	Property Registration- Stamp duty	0030-02-103-003-02	10
2	2002369821/3/2021	Property Registration- Registration Fees	0030-03-104-001-16	14
			Total	24

IN WORDS: TWENTY FOUR ONLY.

Major Information of the Deed

Deed No :	I-2306-01466/2022	Date of Registration	09/02/2022
Query No / Year	2306-2002369821/2021	Office where deed is registered	2306-2002369821/2021
Query Date	16/11/2021 9:22:16 PM		
Applicant Name, Address & Other Details	Swapan Kumar Dutta Durgapur Court, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 9735168110, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement	Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 1]
Set Forth value	Rs. 2/-	Market Value	Rs. 23,42,736/-
Stampduty Paid(SD)	Rs. 5,010/- (Article:48(g))	Registration Fee Paid	Rs. 14/- (Article:E, E)
Remarks			

Land Details :

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

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1657 (RS :-1566)	LR-5246	Vastu	Baid	6.78 Katha	1/-	17,11,611/-	Width of Approach Road: 12 Ft.,
L2	LR-1657 (RS :-1566)	LR-5247	Bastu	Baid	2.5 Katha	1/-	6,31,125/-	Width of Approach Road: 12 Ft.,
TOTAL :					15.312Dec	2/-	23,42,736 /-	
Grand Total :					15.312Dec	2 /-	23,42,736 /-	

Land Lord Details :



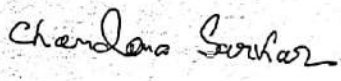


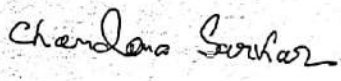


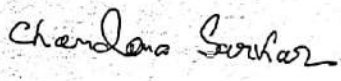
SI No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	KHALEK MANDAL			

AUSABANDI, NOHARI, City:- Not Specified, P.O:- GARBETA, P.S:-Garbeta, District:-Paschim Midnapore, West Bengal, India, PIN:- 721121 Sex: Male, By Caste: Musllm, Occupation: Others, Citizen of: India, PAN No.:: BUxxxxxx5P, Aadhaar No: 43xxxxxxxx8376, Status :Individual, Executed by: Self, Date of Execution: 23/12/2021 , Admitted by: Self, Date of Admission: 23/12/2021 ,Place : Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	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 , PAN No.:: AAxxxxx0B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mrs CHANDANA SARKAR Wife of Mr GOUR CHANDRA SARKAR Date of Execution - 23/12/2021, , Admitted by: Self, Date of Admission: 23/12/2021, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Dec 23 2021 3:46PM</td> <td>LTI 23/12/2021</td> <td>23/12/2021</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mrs CHANDANA SARKAR Wife of Mr GOUR CHANDRA SARKAR Date of Execution - 23/12/2021, , Admitted by: Self, Date of Admission: 23/12/2021, Place of Admission of Execution: Office					Dec 23 2021 3:46PM	LTI 23/12/2021	23/12/2021
Name	Photo	Finger Print	Signature										
Mrs CHANDANA SARKAR Wife of Mr GOUR CHANDRA SARKAR Date of Execution - 23/12/2021, , Admitted by: Self, Date of Admission: 23/12/2021, Place of Admission of Execution: Office													
	Dec 23 2021 3:46PM	LTI 23/12/2021	23/12/2021										
	B 19, AMBEDKAR SARANI, CITY CENTRE, City:- Not Specified, P.O:- DURGAPUR, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx2R, Aadhaar No: 30xxxxxxxx5535 Status : Representative, Representative of : MANISHIKA DEVELOPERS PRIVATE LIMITED (as Director)												

Identifier Details :

Name	Photo	Finger Print	Signature
Mr GITESH SARKAR Son of Mr GOUR CHANDRA SARKAR B/19, Ambedkar Sarani, City Centre, City:- Not Specified, P.O:- Durgapur, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216			
	23/12/2021	23/12/2021	23/12/2021

Identifier Of KHALEK MANDAL, Mrs CHANDANA SARKAR

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	KHALEK MANDAL	MANISHIKA DEVELOPERS PRIVATE LIMITED-11.187 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	KHALEK MANDAL	MANISHIKA DEVELOPERS PRIVATE LIMITED-4.125 Dec

Land Details as per Land Record

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

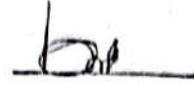
Sch No	Plot & Khatlan Number	Details Of Land	Owner name In English as selected by Applicant
L1	LR Plot No:- 1657, LR Khatlan No:- 5246	Owner:খালেক মন্ডল, Gurdian:আতাউর রহমান, Address:পশ্চিম মেদিনীপুর ৭২১১২১, Classification:বাইদ, Area:0.12000000 Acre,	KHALEK MANDAL
L2	LR Plot No:- 1657, LR Khatlan No:- 5247		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 230601466 / 2022

On 17-11-2021

Certificate of Market Value (WB PUV) rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 23,42,736/-



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

On 23-12-2021

Presentation (Under Section 52 & Rule 22A(3), 46(1), W.B. Registration Rules, 1962)
Presented for registration at 13:56 hrs on 23-12-2021, at the Office of the A.D.S.R. DURGAPUR by KHALEK MAND
. Executant.

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

Execution is admitted on 23/12/2021 by KHALEK MANDAL, Son of ATATUR RAHAMAN MANDAL, AUSABANDI, NOHARI, P.O: GARBETA, Thana: Garbeta, , Paschim Midnapore, WEST BENGAL, India, PIN - 721121, by caste Muslim, by Profession Others

Identified by Mr GITESH SARKAR, , , Son of Mr GOUR CHANDRA SARKAR, B/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 23-12-2021 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

Identified by Mr GITESH SARKAR, , , Son of Mr GOUR CHANDRA SARKAR, B/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 14/- (E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

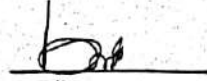
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/12/2021 10:45PM with Govt. Ref. No: 192021220137427358 on 15-12-2021, Amount Rs: 14/-, Bank: SBI EPay (SBlePay), Ref. No. 4408143413235 on 15-12-2021, Head of Account 0030-03-104-001-16

Stamp Duty
Certified that required Stamp Duty payable for this document is Rs. 5,010/- and Stamp Duty paid by Stamp Rs 5,000/- and Stamp Duty paid by online = Rs 10/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5008, Amount: Rs.5,000/-, Date of Purchase: 22/12/2021, Vendor name: SOMNATH CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal
Online on 15/12/2021 10:45PM with Govt. Ref. No: 192021220137427358 on 15-12-2021, Amount Rs: 10/-, Bank EPay (SBlePay), Ref. No. 4408143413235 on 15-12-2021, 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

On 09-02-2022

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4 (g) of Indian Stamp Act 1899.



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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 2306-2022, Page from 44349 to 44385
being No 230601466 for the year 2022.



Digitally signed by Santanu Pal
Date: 2022.02.18 16:51:04 +05:30
Reason: Digital Signing of Deed.

Santanu Pal

(Santanu Pal) 2022/02/18 04:51:04 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)