

Mrs. Atabi Banerjee

B. A., L.L.B.

Notary, GOVT. OF WEST BENGAL

Durgapur, Burdwan

Professional Address :

Durgapur Court

Durgapur, Burdwan

Pin - 713 216

## Notarial Certificate

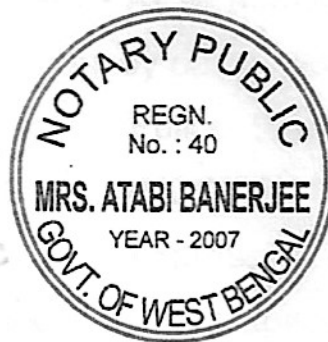
(Pursuant to section 8 of The Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Mrs. Atabi Banerjee, duly authorised by the Government of West Bengal to practise as a NOTARY do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the

*Original Deed of Agreement for Development executed by Smt Bishnu Narayan Mondal and Derahuti Housing Pvt. Ltd. on identification by dd. Advocate*

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.



IN FAITH AND TESTIMONY WHERE OF being required of a NOTARY, I the said notary do hereby subscribe my hand and affix my seal of office

at Durgapur on this the .....*01st*..... day of

*January* in the year of Christ 2023

*Atabi Banerjee*  
Mrs. Atabi Banerjee Notary  
Durgapur, Burdwan, W.B.

Read No. *Atabi Banerjee*  
Mrs. Atabi Banerjee, W.B.

NOTARY

01 JAN 2023





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AD 968609



ANNEXURE

Before the Notary  
Govt. of West Bengal  
Burdwan District  
Durgapur

AGREEMENT FOR DEVELOPMENT

This Agreement for Development agreement is made on this 01<sup>st</sup> day of January  
Two Thousand Twenty Three

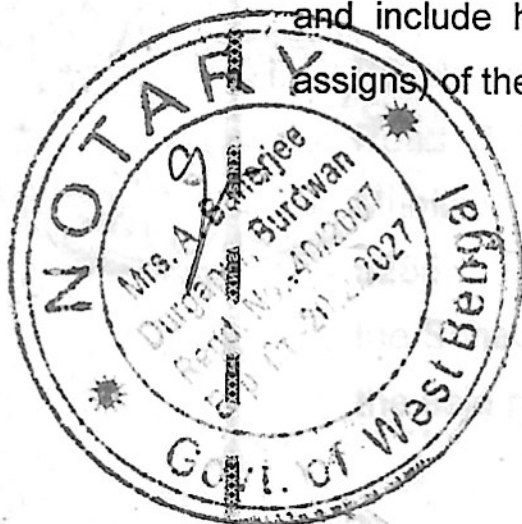
BETWEEN

SRI BISHNU NARAYAN MONDAL son of late Sudhanshu Mohan Mondal  
(PAN No. - AEAPM8859H and Aadhar No. - 445597379368) by Nationality Indian, by  
faith Hindu, by occupation Business and residing at Karangapara, Post Office -Durgapur  
- 713201, Police Station -Coke-Oven, District - Paschim Bardhaman, (Herein after  
called the LANDOWNER)

(which such expression shall unless inconsistent with or repugnant to the context mean  
and include his respective legal heirs, executors, administrators, successors and/or  
assigns) of the First Part.

AND

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১৪৫৫২ ২০/১/১৪  
তারখ=

নাম.....  
গ্রাম.....  
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ডাকঘর.....

২০৭  
স্বাক্ষর  
গোদোক মিহারি দাস  
বাগেরহাট সিভিল এণ্ড ক্রিমিনাল কোর্ট।

*[Handwritten signature]*



(which such expression shall unless inconsistent with the context be construed to mean and shall be deemed to include the legal heirs, executors, administrators, assigns and assigns of the First Part)

Mrs. Anjali Ghosh, Advocate  
Room No. 432003 Govt. O.W.R.  
Durgam Cheruvu, W.B.  
1 JAN 2014

**DEVAHUTI HOUSING PRIVATE LIMITED, [PAN -AAJCD0994L]** a Company duly registered and incorporated under the meaning and provisions of the Companies Act, 1956 having its registered office at the premises no. M-21, Rabindra Pally, Block-C, Durgapur : 713 201 P.S-Coke-Oven District : Paschim Bardhaman **Represented by its Director Sri Amitava Banerjee son of Late Madhu Sudan Banerjee**, resident of Rabindra Pally, Block - C, Police Station : Coke Oven, Durgapur - 713201 District : Paschim Bardhaman ( Herein after called the **Developer**)

(Which such expression shall unless inconsistent with or repugnant to the context mean and include its representatives, successor or successors in office and/or assigns) of the **SECOND PART.**

WHEREAS the present landowner acquired the " A " Schedule landed property by way of inheritance from his father Sudhanshu Mohan Mondal whose name duly mutated in RS Records of Right on and from 15.04.1956 and after his death said property devolved upon present landowner and his brother Sri Damodar Prasad Mondal and they are enjoying the all landed property by way of mutual family partition on and from 1975 and by force of said amicable partition the present landowner acquired absolute right title and interest as specifically demarcated and described in "A" Schedule and name of present landowner duly mutated in role of Durgapur Municipal Corporation and BL.& L.R.O Faridpur-Durgapur and paid land revenue and Municipal Holding Tax and peacefully enjoyed the same without any disturbances from anybody whatsoever or litigation or sub-judice before any court of law or any forum or Tribunal.

AND WHEREAS knowing the intention of the owner, the Second Part of this Agreement being the Developer proposed to develop the said land.

AND WHEREAS the owner agreed to the proposal of the Developer and to avoid any litigation in future both the parties of this agreement is entering into the instant agreement for development on the following terms and conditions.

**NOW THIS AGREEMENT WITNESSETH** as follows: -

**PREMISES:** shall mean the Ward No-30 Holding No.88/69 Road No-91 Station Road Durgapur-713201 Assessment No- 3309401091608 under the Durgapur Municipal Corporation Post Office-Durgapur -01 P.S- Coke-Oven, Plot No- R.S.- 5285, L.R. - 3421, 3431, District Paschim Bardhaman more fully described in the Schedule "A" of this agreement and for the sake of brevity herein after called the said property.

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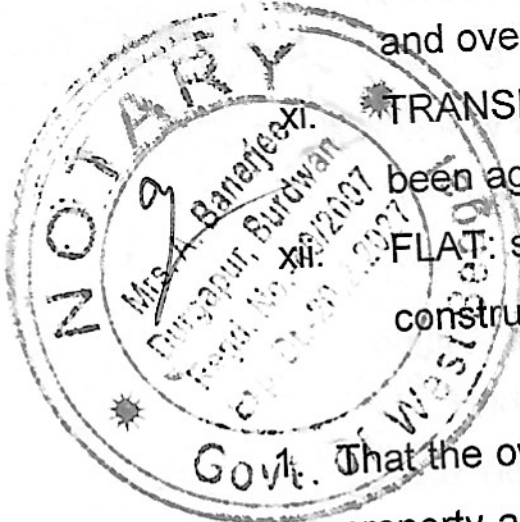


- ii. **BUILDING:** shall mean the commercial and/or residential housing complex with necessary additional structures like pump-house, garage security house etc. as may be decided by the Developer approved by the Durgapur Municipal Corporation and / or any other appropriate authority for the purpose of construction of the said building in and over the land as described in the "**Schedule "A"**".
- iii. **COMMON AREAS:** shall include corridors, hallway, staircase, stair landing and other space and facilities required or necessary for the establishment location enjoyment provisions maintenance and/or management of the building and/or common facilities or any of them thereon as the case may be.
- iv. **OWNERS:** shall include their nominee or nominees or legal heirs.
- v. **DEVELOPER:** shall include the Developer as also its respective transferees / nominees / assignees.
- vi. **SALEABLE SPACE:** shall mean the space in the building, which available for independent use and occupation after making due provision for common facilities and the space required thereof.
- vii. **DEVELOPER'S ALLOCATION:** shall mean the total constructed area and the super built up area of the proposed building after providing the owners' allocation i.e 37% of this agreement.
- viii. **ARCHITECTS:** shall mean any qualified person or persons of firm or firms appointed or nominated by the Developer as Architects of the proposed building to be constructed as the said premises.
- ix. **BUILDING PLAN:** shall mean the plan for construction of the proposed building to be submitted to the DURGAPUR MUNICIPAL CORPORATION for sanction of the proposed building and shall include any amendments thereto and improvement thereon and/or modification thereof.
- x. **FLOOR AREA RATIO:** shall mean floor area ratio available for construction in and over the premises according to relevant Municipal law.
- TRANSFeree:** shall mean a person to whom any space in the building has been agreed to be transfer.
- FLAT:** shall mean the flats and/or other space or spaces intended to be built and constructed and/or constructed/covered area capable of being occupied.
- That the owner's authorize the Developer to construct a multi storied building on said property according to the sanction plan and also as per this agreement and general specification of this agreement.

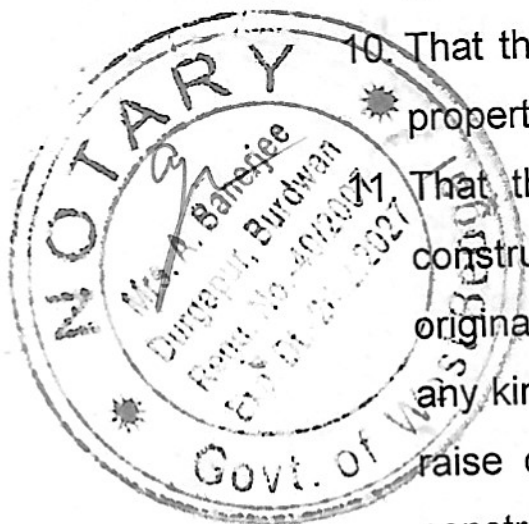
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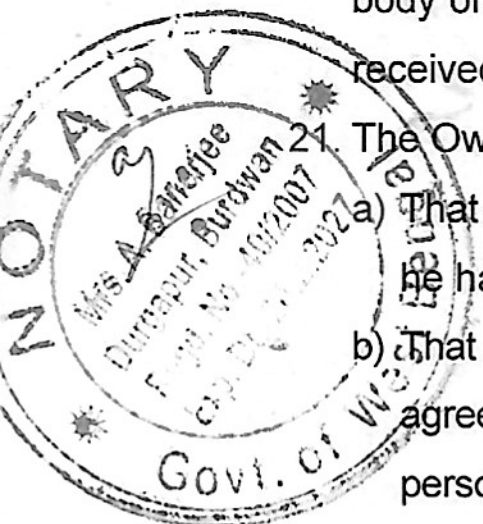
2. That the Developer shall draw a building plan through a licensed Architect and send to the owners for their signatures and the owners shall sign it and return the same to the developer for submitting the same before the Durgapur Municipal Corporation authority and/or any other appropriate authority for sanction the plan of the proposed building.
  3. That in consideration of the said property the owner shall be entitled to get 37% of total construction area which will construct in and over the land as described in the **Schedule "A"** herein after written with proportionate share of land together with all easement in and over land. And the said owners' allocation shall be constructed as per General Specification of this agreement described in the **Schedule "B"**.
  4. That the owners shall hand over peaceful vacant possession of the said land to the Developer within 3 months from the date of executing of this agreement for the purpose of development.
  5. The developer at its own cost shall clear all unwanted structure or remove any kinds of materials for purpose of layout plan and drawing.
  6. That the developer shall complete the construction of the building with 48 months from the date of starting the construction work as per sanction plan passed by the appropriate authority and time as mentioned herein is the essence of the instant contract.
  7. That in lieu of the cost and expenses the Developer shall be entitled to the balance constructed area including super built area as described in the schedule "C" of this Agreement hereinafter written.
  8. That the Developer shall construct the building on the said property at its own cost and expenses and the owner shall not be liable to pay any amount for the said construction.
  9. That the Owner shall be liable to pay taxes in any office or local bodies before the date of giving possession of the said land and after taking possession of the same by the Developer the developer shall be liable to pay taxes of the said property on and from earth cutting.
  10. That the Developer shall be liable to pay taxes after taking possession of the said property till completion of the entire project.
- That the owner shall render all co-operation to the Developer to facilitate the construction and shall not create any bar or impediment including to deliver the original papers on receipt in respect of the said property and owner will be liable for any kinds of agitation or dispute or obstruction from his co-share or any legal heirs if raise during construction period and also be liable for any kinds of damages if construction works is stopped by any person claiming any kinds of right.



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12. That the Developer shall have every right to put into physical possession to the intending purchaser(s) in the Developer's allocation in the newly constructed building.
13. That the Developer shall construct the building on the said property in most workmen like manner according to this agreement.
14. That the owner shall not be liable for any consequences relating to bad workmanship regarding construction and the deviation from sanctioned or any accidental incident occurred or plan the Developer shall be solely responsible for it. The owners shall have no right to interfere regarding construction work saving any illegal construction and with sub-standard materials.
15. That the Promoter/Developer shall not start any work of development on the said property unless the building plan(s) is/are sanctioned by the appropriate authority.
16. That the Owner gives license and permission to the Developer to enter upon the said property described in the Schedule hereunder or any part thereof as aforesaid with full right and authority to commence, carry on and complete development thereof.
17. That the Developer entitled to carry out at its own costs, charges and expenses in all respects all or any item or work for development of the said property including laying of drainage, cable, water pipes and other connections and lighting of roads and other items as per terms and conditions imposed by the Municipal authority while sanctioning the layout scheme and the paid plan(s) and also other items of works as may be required to carry out for the purpose of making the said property fit for construction of buildings and structures therein.
18. All finances for completion of the said items of work shall be provided and borne and paid by the Developer alone.
19. That the Developer shall be entitled to put up and permit to be put up advertisement boards upon the said property, but without involving the name of the owners in any manner, and which the owners will be entitled to remove forthwith if the developer has committed any breach of this Agreement.
20. The Owner declare that no notice from the Government or any civil court or any local body or authority including the Durgapur Municipal Corporation or ADDA has been received by or served upon the owners or any person interested in the said property.
21. The Owners declares: -
  - a) That the Owner share entitled to enter into this agreement with the developer and he has full right and absolute authority to sign and execute the same.
  - b) That the owner shall not agreed, committed or contracted or entered into any agreement for sale or lease of the said property or any part thereof any person or persons other than the Developer and that they have not created any mortgage, charge or any other encumbrances on the said property as mentioned herein.



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- c) That the Owner has not done any act, deed, matter, or thing whereby or by reason whereof, the development of the said property may be prevented or affected in any manner.
- d) The owner undertake that he shall not enter into any agreement in connection with land as described in the **Schedule "A"** nor sell the said property during subsisting of this agreement.

22. The developer shall be entitled to enter into separate contracts in its own name with building contractor, architects and others for carrying out the said development at its risk and costs.

23. That the owner shall execute General Power of Attorney in favour of the developer authorizing thereto represent the Municipality, Government or Semi Government offices and to negotiate for sell and enter into agreement for sale, and to receive advances, to execute necessary deed of conveyance, to present and register the documents in favour of the intending purchaser only in respect of the developer's allocation in the proposed building and balance consideration money from the intending Purchaser(s) and to sell the Developer's allocation.

24. The owner shall execute registered Deed of Conveyance in favour of the intending Purchaser(s) of flat/flats and/or space and/or shop and/or garage and/or space whatever may be called upon to do so by the Developer in respect of the space allocated to the Developer in the proposed building in respect of its share along with proportionate share of land below.

25. That the Developer shall complete the construction within **60 months** from the date of starting the construction work. The time shall be extended for force majeure, acts of God and other reasonable grounds beyond the control of the Developer.

26. The Owners shall sign all necessary papers declaration and documents as may be required for the construction of the said building as and when required to do so and hand over the original documents relating to the land to developer at the time of execution of the development agreement.

27. That if any dispute arises during construction by landowner that will be adjudicated by Sole Arbitrator J. N. Sinha Advocate Durgapur Court as such no Civil Court has no jurisdiction to entertain in any dispute.

28. That Mr. J. N. Sinha, Advocate, Durgapur, Calcutta shall acts as legal adviser for and on behalf of the Developer/Promoter and/or the whole project all agreements deeds and other papers and documents either with the intending Purchaser(s) and with the Owners and/or with any person(s) invoking the said project shall prepared drafted and finalize by J. N. Sinha and he will be paid remuneration as will be agreed upon.

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**SCHEDULE "A"**

All That the land measuring about more or less 27 satak out of total area 47 satak Mouza - Gopinathpur, J. L. No. 85, Khatian No. - LR. 9380, Dag No. - RS No- 5285 Corresponding to LR Plot No- 3421, 3431, Ward No. -30, Holding No.- 88/69 under the Durgapur Municipal Corporation, Post Office -Durgapur, Police Station - Coke Oven, District -Paschim Bardhaman, PIN-713201 Which is butted and bounded by: -

On the North : Station Road On the South : Land of Owners

On the East : Trinayani Lodge On the West : Rest part of / Sri Damodar Prasad Mondal

**SCHEDULE "B" (Owners Allocation)**

37 % Construction Area of Total project which will be erected as per approved plan in and over land as described in the Schedule "A" of this agreement herein above

**SCHEDULE "C" (Developer's allocation)**

All That balance constructed area of 63 % of the proposed project to be constructed in and over the land as described in the Schedule "A" after providing the owners' allocation as mentioned in the Schedule "B" of this agreement and all other space after constructing the proposed buildings in and over the land as described in the Schedule "A" are the developer's allocation.

**SCHEDULE "D" (GENERAL SPECIFICATION)**

1. STRUCTURE:- Reinforced concrete framed structure with R.C.C. footing, columns, beams and slabs, grade of concrete will be used as per design requirements. Quality of steel to be used will be as available, in general, in the local market/local manufactures. To be consult with the developer.
2. FLOORS: including, verandah shall finished with marble / floor tiles/
3. KITCHEN:one self of black stone for cooking platform. One black stone sink matched with the shelf wall behind the cooking platform will be finished with glazed tiles (5" X 10") up to a height of 3' above the platform. One Tap/Babcock in the sink and one tap at the bottom of the sink for washing purpose to be provided.
4. TOILET: the wall will be finished with glazed tiles up to a height of 6' above the floor all water lines and soil line will be concealed with G.I. pipe.



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5. FINISHING: all internal walls will be finished with plaster of paris. All internal doors will be of flash doors including the main entrance. All windows will be finished with aluminum sliding with glass and grill.
6. ELECTRICAL: one 440 service meter/connection will be provided for the common uses of the building. All wiring will be concealed and to be drawn from mains to point by standard copper wire. No fittings will be provided but P.V.C. standard switch board (white) with switches (white) will be provided. Electric connection to respective flats to be arranged by individuals.
7. WATER SUPPLY: One source of supply of water will be provided by installing the deep tube well, connected with suitable pump and motor combination. An over-head water tank will be provided on the top of the roof and the supply to kitchen and toilet will be drawn from the over-head tank through distribution one-work.
8. ROOF: The roof will be finished with cement plaster.

Specification of Garage: As per rules of HIRA will be applicable

The Floor of the garage shall be finished with net cement, wall shall be finished with cement plaster and Electric points shall be provided

IN WITNESS WHEREOF the Parties put their respective hands and seals this the day, month and year first hereinabove written.

**WITNESSES:**

1. *Suvendu Mondal*

*Bishnu Narayan Mondal*  
Signatures of the Land Owner  
( BISHNU NARAYAN MONDAL )

2. *Parimal Ray*

*Amitava Banerjee*  
Signature of the Developer  
( AMITAVA BANERJEE )



Drafted by:

**Jnanendra Nath Sinha**  
Advocate,

Enrolment No. -WB/468/80

Durgapur Court, P.O-Durgapur-16

Paschim Bardhaman.

INSTRUMENT "A" REFERRED TO  
IN THE NOTARIAL CERTIFICATE

*Amitava Banerjee*  
Amitava Banerjee, Notary  
Durgapur, Bardhaman, W.B.  
Enrolment No. WB/468/80

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