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08/04/2022

ADDE DIST. SUB-REGISTRAR
BISHNUPUR, BANKURA
8 APR 2022

DEVELOPMENT AGREEMENT

1. Date : 08/04/2022
2. Place : Bishnupur
3. Parties :
3.1. DEBJIT KUMAR MALLICK
@ DEBJIT MALLICK

4048 28/04/2022

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क्रिडा नाम
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Debi Prasad Biswas
Advocate
Bishnupur Court
M: - 9851319750

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ADDL DIST. SUB-REGISTRAR
BISHNUPUR, BANKURA
08 APR 2022

(2)

[PAN No. ALOPM1146J], [AADHAAR No. : 3222 6049 7810] & [MOBILE NO. : 8512916977], son of Nirod Baran Mallick, by faith - Hindu, by occupation - Business, by nationality - Indian, presently residing at Malancha Para, P.O. & P.S. - Bishnupur, District - Bankura, Pin - 722122, West Bengal,

Hereinafter called and referred to as "LANDOWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, representative and assigns and nominee or nominees) of the **ONE PART**.

AND

3.2. **M/S. STAR DELTA SOLUTION (MRITWIKA APARTMENT) [PAN NO. BHLPC5655E]** a sole proprietorship Firm, having its office address at Police Chouki, Jagadharti Apartment, P.O. & P.S. - Bishnupur, District - Bankura, Pin - 722122, West Bengal, and having its city and corresponding office at Kumarpara, Gopalganja Mahalla, P.O. & P.S. - Bishnupur, District - Bankura, Pin - 722122, West Bengal, represented by its owner namely **SUBHAM CHATTERJEE [PAN No. BHLPC5655E], [AADHAAR NO. 825087800827] [MOBILE NO. 8918722471]**, S/o. Subrata Chatterjee, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Bishnupur Hospital, G.D.A. Quarter, P.O. & P.S. - Bishnupur, Dist. - Bankura - 722122, West Bengal.

Hereinafter called and referred to as "DEVELOPER" (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative and assigns) of the **OTHER PART**.

Landowner and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :**4. Subject Matter of Development :****4.1. Development Project & Appurtenances :**

4.1.1. **Project Property :** ALL THAT piece and parcel of a demarcated plot of Bastu land measuring (Eleven) Decimals be the same a little more or less including cemented flooring pucca one storey building standing thereon in total measuring 733 (Seven Hundred Thirty Three) Square feet more or less, lying and situated at Mouza. Turki Sitarampur. J.L. No. 100. Rc. Sa No. 1666. Touzi No. 14, P.O. Bishnupur, P.S. Bishnupur. comprised in R.S. Dag No. 63 corresponding to L.R. Dag No. 248. under L.R. Khatian No. 2069, A.D.S.R.O. Bishnupur, Bankura, within the local limit of Bishnupur Municipality, having Holding No. 345/82/B. [Turki Sitarampur. Shalbagan] in the District Bankura. Pin 722122. in the State of West Bengal, morefully described in the First Schedule hereinafter written.

5. Background. Representations, Warranties and Covenants :

5.1. **Representations and Warranties Regarding Title :** The Landowner has made the following representations and given the following warranties to the Developer regarding title.

5.1.1. **Absolute Recorded Ownership of Tripti Mallick :** One Tripti Mallick, wife of Nirad Baran Mallick was the absolute recorded owner of Bastu land measuring 11 (Eleven) Decimal more or less including a one storey building thereon, out of the total land in dag measuring 82 (Eighty Two, Decimals more or less comprised in R.S. Dag No. 63 corresponding to L. R. Dag No. 248. under L.R. Khatian No. 196/1 (in the name of Tripti Mallick) in Mouza. Turki Sitarampur, J.L No 100. Re Sa No. 1666. Touzi No. 14. PO. Bishnupur. PS. Bishnupur, A.D.S.R.O. Bishnupur Bankura, within the local limit of Bishnupur Municipality, having Holding No. 345/82/B. in the District Bankura. Pin - 722122, West Bengal.

5.1.2. **Gift by Tripti Mallick to her son, Debjit Kumar Mallick a Debjit Mallick :** While in absolute possession and absolute ownership over the aforesaid property, the said Tripti Mallick gifted the aforesaid plot of land measuring 11 (Eleven) Decimal more or less including a one storey building thereon

comprised in R.S. Dag No. 63 corresponding to L.R. Dag No. 218, under L.R. Khatian No. 196 I, in Mouza - Turki Sitarampur, J.L. No. 100, Re. Sa. No. 1666, Touzi No. 14, PO.-Bishnupur, P.S.-Bishnupur, A.D.S.R.O. Bishnupur, Bankura within the local limit of Bishnupur Municipality, having Holding No. 345/82/B, in the District Bankura, Pin - 722122 to her son, Debjit Kumar Mallick @ Debjit Mallick, Landowner herein by the strength of a Registered Deed of Gift, which was executed on 30.09.2010 and registered on 04.10.2010 registered in the office of the A.D.S.R. Bishnupur, Bankura and recorded in Book No. 1, CD Volume No. 11, Pages 518 to 534, being Deed No. 02815 for the year 2010.

- 5.1.3 **Record by Debjit Kumar Mallick @ Debjit Mallick :** After receiving the aforesaid property, the said Debjit Kumar Mallick @ Debjit Mallick duly recorded his name in the record of the L.R. Sellement in L.R. Khatian No. 2069.
- 5.1.4 **Absolute Ownership of Debjit Kumar Mallick @ Debjit Mallick under Deed No. 02815 for the year 2010 :** Thus on the basis of the afore mentioned Registered Deed of Gift, bearing Deed No. 02815 for the year 2010 and on the basis of the aforesaid record, the said Debjit Kumar Mallick @ Debjit Mallick, Landowner herein, became the absolute owner of **ALL THAT** piece and parcel of a demarcated plot of Bastu land measuring **11 (Eleven) Decimals be the same a little more or less including cemented flooring pucca one storey building standing thereon in total measuring 733 (Seven Hundred Thirty Three) Square feel more or less**, lying and situated at **Mouza - Turki Sitarampur, J.L. No.-100, Re. Sa. No. 1666, Touzi No. 14, P.O. Bishnupur, P.S. Bishnupur, comprised in R.S. Dag No. 63 corresponding to L.R. Dag No. 248 under L.R. Khatian No. 2069, A.D.S.R.O. Bishnupur, Bankura, within the local limit of Bishnupur Municipality, having Holding No. 345/82/B. [Turki Sitarampur, Shalbagan] in the District - Bankura, Pin - 722122, in the State of West Bengal and which is morefully described in the First Schedule hereinafter written.**
6. **Desire of Development of the Land & Acceptance :** The said Debjit Kumar Mallick @ Debjit Mallick, Landowner herein, desire to develop his aforesaid land and which is morefully described in the First Schedule hereunder written by constructing a multi storied building thereon, and the present Developer accepted the said proposal and the present Landowner has decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

7. **Registered Power of Attorney** : For the smooth running of the said project, the Landowner herein agreed to execute registered Power of Attorney, by which the Landowner herein has appointed and nominated the Developer herein, as his Constituted Attorneys, to act on behalf of the Landowner.
8. **DEFINITION** :
- 8.1 **Building** : Shall mean multi storied building so to be constructed on the schedule property.
- 8.1.1 **Common Facilities & Amenities** : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment maintenance or management of the said building by all occupiers of the building.
- 8.1.2 **Saleable Space** : Shall mean the space within the building, which is to be available as an unit flat for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.1.3 **Landowner's Allocation** : Shall mean the consideration against the project by the Landowner morefully described in Second Schedule hereunder written.
- 8.1.4 **Developer's Allocation** : Shall mean all the remaining area of the proposed multistoried building excluding Landowners Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.1.5 **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.
- 8.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 8.1.7 **Building Plan** : Shall mean such plan which will be sanctioned by the concerned Bishnupur Municipality and/or revised sanctioned plan for the construction of the multistoried building, which will be sanctioned by the concerned authority/authorities.

8.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit

8.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.

8.1.10 **Super Built Up Area (For any Individual Unit)**: Here super built up area means the total covered area plus 25% of service area.

9. **LANDOWNER'S RIGHT & REPRESENTATION :**

9.1 Indemnification regarding Possession & Delivery : The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

9.1.1 **Free From Encumbrance** : The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises

10. **DEVELOPER'S RIGHTS :**

10.1 **Authority of Developer** : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.

10.1.1. **Right of Construction** : The Landowner hereby grants permission an exclusive rights to the Developer to build new building upon the schedule property.

10.1.2 **Construction Cost** : The Developer shall carry total construction work of the present building at their own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation.

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- 10.1.3 **Sale Proceeds of Developer's Allocation** : The Developer will take the sole proceeds of Developer's Allocation exclusively.
- 10.1.4 **Booking & Agreement for sale** : Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the landowner as Registered Power of Attorney Holders. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and was money receipt in their own names but without creating any liability on the Landowner.
- 10.1.5 **Selling Rate** : The selling rate of the Developers Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 10.1.6 **Profit & Loss** : The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.1.7 **Possession to the Landowner** : On completion of the project. The Developer will handover undisputed possession of the Landowner's Allocation Together with all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- 10.1.8 **Possession to the intending purchaser/s** : On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowner.
- 10.1.9 **Deed of Conveyance** : The Deed of Conveyance of Developer's Allocation will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowner.
- 11 **CONSIDERATION** :
- 11.1 **Permission against Consideration** : The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

12. **DEALING OF SPACE IN THE BUILDING :**

12.1.1 **Exclusive Power of Dealings of Landowner :** The Landowner shall be entitled to transfer or otherwise deal with Landowner's allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.

12.1.1 **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. **POWER AND PROCEDURE :**

13.1 I, the Landowner Executant Principal herein, am executing this present Development Agreement, a Registered Power of Attorney in writing in favour of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, I hereby appointing, nominating and constituting the Developer herein, as my constituted allorneys, to do, act and represent myself in my name and on my behalf, as follows:

(a) To appear and represent before the authorities of Bishnupur Municipality, B.L. & L.R.O, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new buildings and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment registration and sale of flats, shops, garage spaces of Developer's Allocation.

(b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.

- (c) To manage and maintain the said premises including the building to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building, deeds, documents and papers in respect of said premises before Bishnupur Municipality or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building over and above the said premises.
- (e) To pay all Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on my behalf and in my name as and when the same will become due and payable.
- (f) To enter in to any Agreement for Sale, Memorandum of Understanding and/or to sign and execute deed of amalgamation with neighbour's plot of land of the schedule property and/or any other instruments and deeds & documents in respect of sale of flats, units and/or car parking spaces within Developers Allocation in the proposed building in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and/or Deed of Conveyance, Deed of Rectification/Deed of Declaration and/or any other instrument and document in respect of sale of flats, shop/s, units and/or car parking spaces in the proposed building's in favour of the intending purchaser's relating to Developer 's Allocation.
- (g) To receive the consideration money in cash or by cheque/draft from the intending purchaser or purchasers for booking of flat's shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s as lawful representatives within Developer's Allocation in the said new building.
- (h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation agreement/contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.

- (i) To instruct the Ld Advocate/Ld. Lawyer for preparing and/or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement as may be necessary for the purpose for sale of the flats/units and car parking spaces in the said building/s relating to Developer's Allocation in the said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
- (k) To sign, declare and/or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokaletnama, Warrant of Attorney, Memo of Appeal or any other documents of papers in any proceedings relating to the said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale/Deeds of Conveyance in favour of any intending purchasers of Developers Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent me before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the this present Agreement.
- (n) The Attorney/Developer will do the aforesaid aets, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

14 **NEW BUILDING :**

14.1 **Completion of Project :** The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

14.1.1 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanool electric connection from

the CFSC Ltd. W.B.S.F.D.C.F. and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

14.1.2 **Architect Fees etc** : All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc, shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context and in this respect as well as on that accounts.

14.1.3. **Municipal Taxes & Other Taxes of the Property** : The Landowner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay/will be borne the same from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowner and the Developer, the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and/or their nominees and the Landowner and/or his nominee/nominees respectively.

14.1.4 **Upkeep Repair & Maintenance** : Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

15. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :**

15.1 **Delivery of Possession** : As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the Municipality being provided to that effect.

15.1.1 **Payment of Municipal Taxes & Service Tax** : Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.

15.1.2 **Share or Common Expenses & Amenities** : As and from the date of delivery or possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways and other common facilities whatsoever as may be mutually agreed from time to time.

16. **COMMON RESTRICTION :**

16.1 **Restriction of Landowner and Developer in common** : The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developers Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows:

16.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other Occupiers or the building.

16.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous written consent of the other in this behalf.

16.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

16.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and

shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation

- 16.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space of accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 16.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 16.1.8 The Landowner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowners Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. **LANDOWNER'S OBLIGATION :**

17.1 **No Interference :**

The Landowner hereby agrees and covenants with the Developer :

- (i) not to cause any interference or hindrance in the construction of the building by the Developer

- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction

18. **DEVELOPER'S OBLIGATIONS :**

18.1 **Time Schedule of Handing Over Landowner's Allocation:** The Developer hereby agrees and covenants with the Landowner to handover Landowner's Allocation (morefully described in the Second Schedule hereunder written) within 24 to 28 (Twenty Four to Twenty eight) months from the date of sanctioning the building plan from the concerned authority, The Landowner also permits the Developer a grace period of 6 (Six) months more to handover the Landowner's Allocation.

18.1.1 **Penalty :** If the Landowner's Allocation will not be delivered within the stated period, then the Developer shall be liable to pay Rs. 5000/- (Rupees Five Thousand) only per month to the Landowner as demurrage.

18.1.2 **No Violation :** The Developer hereby agrees and covenants with the Landowner :

- (i) not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- (ii) not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of any Landowner's Allocation in the building at the said premises vice versa.

19. **LANDOWNER'S INDEMNITY**

Indemnity : The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated/alloned space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

20. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowner indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.

against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

21. **MISCELLANEOUS :**

21.1 **Contract Not Partnership :** The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

21.1.1 **Not specified Premises :** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.

21.1.2 **Not Responsible :** The Landowner shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

21.1.3. **Process of sing Notice** : Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner If delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner of delivered by hand and acknowledged or sent by prepaid rekistered post with due acknowledgment to the registered office of the Developer.

21.1.4 **Formation of Association** : Afer the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society/association holding organisation and/ or any other organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.

21.1.5 **Name of the Building** : The name of the building will be
"MRITWIKA APARTMENT"

21.1.6 **Right to borrow fund** : The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of his estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

21.1.7 **Documentation** : The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowner will bound to produce documents in original before any compelent authority for inspection.

22 **FORCE MAJEURE** :

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure

Force Majeure shall mean Nood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

23.1. **DISPUTES :**

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place : The place of arbitration shall be at **Bishnupur, Dist. - Bankura** only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. **JURISDICTION :**

In connection with the aforesaid arbitration proceeding, only the District Judge, Bankura and the Hon'ble High Court at Kolkata and Addl. Dist. Judge at Bishnupur shall have Jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Plot of Land]

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring **11 (Eleven) Decimals** be the same a little more or less including cemented flooring pucca one storey building standing thereon in total measuring **733 (Seven Hundred Thirty Three) Square feet** more or less, lying and situated at **Mouza - Turki Sitarampur**, J.L. No. 100, Re. Sa. No. 1666, Touzi No.- 14. P.O. Bishnupur, P.S. Bishnupur. comprised in R.S. Dag No. 63 corresponding to **L.R. Dag No. 248** under **L.R. Khatian No. 2069**, A.D.S.R.O. Bishnupur, Bankura, within the local

limit of Bishnupur Municipality, having Holding No. 345/82/B, [Turki Sitarampur, Shalbagan], in the District - Bankura, Pin - 722122, in the State of West Bengal. The said plot of land is butted & bounded as follows:

- ON THE NORTH : House of Bikram Shaw
 ON THE SOUTH : House of Tanusree Kamilya.
 ON THE EAST : 12 ft. Wide Road [Turki Sitarampur, Shalbagan]
 ON THE WEST : Land of Manoranjan Dulla & Others.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION: The Landowner hereto in consideration allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows:-

1. **If the Developer will construct a G+4 storied building in the schedule property, then the Landowner will get his Owner's Allocation, as follows :**
 - i) Approx 3750 sq.ft. as per approved plan (Build up area) in a total floor on an accounting in second floor and also in the third floor in total as a basis of the Project Design, D & E in the 2nd Floor and also A, B & C in the 3rd Floor.
 - ii) A 1000 (One Thousand) square feet approx as per approved plan of carpet area in Ground Floor of the said building in complete commercial office as in approve plan basis in and on South East side as mentioned in the Building Build up Design.
 - iii) One build up flat of about 460 (Four hundred and sixty) square feet at the top floor also. (Type 'C' flat as described in the Building Design)
 - iv) Two independent Garage spaces in the first row on the Ground Floor, measuring 150 (one hundred and fifty) square feet of carpet area of the said building. (If the land sold any flat from these, then the new purchaser will have to pay the charges of installation of submersible, D.G. & transformers, otherwise the land owner don't have to pay any cost.
 - v) One 1 BHK flat with all interior and complete work as it has already been satted in between the Land Owner and the Developer.

3. Later on, after preparation of the Floor Plan, the said units will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to Landowner along with a Supplementary Development Agreement/s denoting the said units within the purview of the Landowner's Allocation and the said Supplementary Development Agreement will be treated as part and parcel of this present Development Agreement.
4. It is also settled that except the Landowner's Allocation as described above, the other areas of the said proposed building will exclusively be treated as Developer's Allocation.
5. The flat, shops and garages will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
6. The Landowner herein gives permission to amalgamate the land with his neighbour's plot of land.
7. It is to be mentioned here that there are two tenants in the property. It is settled that all the settlement cost with the said tenants either cash or settlement area will exclusively be borne by the Landowner herein from his owner's Allocation. Before starting the project, the Landowner shall vacate the property for construction of the building.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire constructed building (excluding Landowners Allocation as described above) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Specifications for Owner's allocation]

1. **STRUCTURE** : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.

2. **EXTERNAL WALL** : 5" thick brick wall and plastered with cement mortar. (Outside 8" / 10" according to Design)
3. **FLOORING** : Flooring is of Every Flat will be of Floor Tiles.
4. **KITCHEN & BATH ROOM** : Kitchen and Bathroom with all amenities will be provided as per same plan of the above floor. Window will be constructed as per floor design.
5. **BALCONY / VERANDAH** : Balcony / Verandah will be same design as per other floor.
6. All Electric point in respect of wall along with electric supply should be provided by separate meter. (Electrical point according to Design and if changed then it will be chargeable).
7. Plumbing work in kitchen and toilet as per other floor plan will be provided.
8. Stair Case portion along with the lobby portion will be coloured by the Developer / Power of Attorney holder of the said building by his own cost.
9. All the interior wall of the flats of the said building will be coated by two coat of putty and all outside wall will be painted with two coated colour by the developer's own cost. It should be mentioned here that all the interior wall of the flat's only coated with putty only and no colour coating will be provided by the Developer.

[Specifications of Building]

1. **STRUCTURE** : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL WALL** : 8" to 10" (according to Design) thick brick wall and plastered with cement mortar.
3. **INTERNAL WALL** : 5" thick brick wall and plastered with cement mortar.
4. **FLOORING** : Flooring is of flat will be of Floor Tiles.

5. **BATH ROOM** : Bath room fitted upto 6' height with glazed tiles of standard brand and the height of the ceiling of the bathroom will be as per designed mentioned above.
6. **KITCHEN** : Cooking platform and sink will be of Stainless Steel. Top of the cooking platform will be finished with green marble with granite polish.
7. **TOILET** : Toilet of European type commode with standard P.V.C. Cistern, and one indian type also. All fittings are in standard type. One wash hand basin is in dining space.
8. **DOORS** : Sal Wood Frame, Main Door & Other door palla of the flat of wooden. Door Lock on main entrance door, anodized aluminium lower bolt in main door (inside).
9. **WINDOWS** : Alluminium sliding window with cover grill.
10. **WATER SUPPLY** : All time water supply
11. **PLUMBING** : Toilet concealed wiring with PVC Pipe with two bibcock, one shower in toilet, all fittings are standard quality.
12. **VERANDAH** : Verandah will be covered up to 3' height. (As per Design)
13. **LIFT** : 4 persons capacity life will be provided. (Automatic)

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp plug point, one fan point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp plug, one 15 amp plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 16 amp. plug point.
5. Toilet: One light point, one 16 amp. plug point, one exhaust fan point, Washing Machine Point
6. Verandah : One light point.
7. One light point at main entrance
8. Calling Bell : One calling bell point at the main entrance.

PAINTING:

- a) Inside wall of the flat will be finished with Putty and external wall with super showcem with apex ultima or equivalent.
- b) All door and windows frame painted with two coats white primer.

EXTRA WORK :

Any work other then specified above would be regarded as extra work for which separate payment is required to be made.

1. The charges of two submersible, one D.G., transformer and and C.C.T.V. installation charges will be paid by the purchaser of the flat's of the said building except the land owner.
2. Their will be extra facelities of Roof top community hall with all accomodation for all of the purchaser of the flats of the said Building.
3. One Roof-top Garden also will be provided by the Developer to all purchaser of the flat's with free of cost.
4. One Roof-top club will also be provided by the Developer.
5. One Educational Hall will also provided by the Developer.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Bishnupur

in the presence of :

1. Biswajit Chakraborty
S/O - Debabrata Chakraborty
of - Bailapana, Chhuterburi
PO + PS - Bishnupur Dist - Bankura.
OCP - Job
2. Soumen Bishosh
S/O - Late Anup Kumar Bishosh
of - Sankatbela
PO + PS - Bishnupur.
Dt - Bankura.

Debjit Ko. Mallick

Debjit Kumar Mallick

@ Debjit Mallick

Landowner

Drafted by :

Debi Prasad Biswas

Debi Prasad Biswas

Advocate

Bishnupur Court

P.O. & P.S. - Bishnupur

Dist. - Bankura, Pin - 722122

M : 9851319750

Debi Prasad Biswas
Advocate
Bishnupur Court
M : - 9851319750

Subham Chatterjee

Mr. Subham Chatterjee

S/o. Subrata Chatterjee

of Bishnupur Hospital G.D.A. Quarter

P.O. & P.S. - Bishnupur,

Dist. - Bankura, Pin - 722122

Developer

Composed by :

Debi Prasad Biswas

Debi Prasad Biswas

Advocate

Bishnupur Court

Debi Prasad Biswas
Advocate
Bishnupur Court
M : - 9851319750

	বৃদ্ধাঙ্গুলি	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডানহাত					



Debjit K. Mallick

উপরের ছবি ও টিপ ছাপগুলি আমার দ্বারা প্রত্যায়িত হইল।

স্বাক্ষর :- Debjit K. Mallick

বামহাত					
	বৃদ্ধাঙ্গুলি	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডানহাত					



Subham Chattarjee

উপরের ছবি ও টিপ ছাপগুলি আমার দ্বারা প্রত্যায়িত হইল।

স্বাক্ষর :- Subham Chattarjee

বামহাত					
	বৃদ্ধাঙ্গুলি	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডানহাত					



উপরের ছবি ও টিপ ছাপগুলি আমার দ্বারা প্রত্যায়িত হইল।

স্বাক্ষর :-

Major Information of the Deed




Deed No :	I-0103-02024/2022	Date of Registration	08/04/2022
Query No / Year	0103-2001082336/2022	Office where deed is registered	
Query Date	06/04/2022 8:14:45 PM	A.D.S.R. BISHNUPUR, District: Bankura	
Applicant Name, Address & Other Details	Debi Prasad Biswas Bishnupur, Thana : Bishnupur, District : Bankura, WEST BENGAL, PIN - 722122, Mobile No. : 9851319750, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
	Rs. 24,11,016/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Bankura, P.S:- Bishnupur, Municipality: BISHNUPUR, Mouza: Turkisitarampur, , Ward No: 18, Holding No:345/82/B JI No: 100, Pin Code : 722122

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-248 (RS :-63)	LR-2069	Bastu	Bastu	11 Dec		24,11,016/-	Width of Approach Road: 12 Ft.,
Grand Total :					11Dec	0 /-	24,11,016 /-	



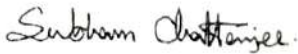
Lord Details :

No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Debjit Kumar Mallick, (Alias: Debjit Mallick) (Presentant) Son of Nirod Baran Mallick Executed by: Self, Date of Execution: 08/04/2022 , Admitted by: Self, Date of Admission: 08/04/2022 ,Place : Office	 08/04/2022	 LTI 08/04/2022	 08/04/2022
Malancha Para, City:- Bishnupur, P.O:- Bishnupur, P.S:-Bishnupur, District:-Bankura, West Bengal, India, PIN:- 722122 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: alxxxxxx6j, Aadhaar No: 32xxxxxxxx7810, Status :Individual, Executed by: Self, Date of Execution: 08/04/2022 , Admitted by: Self, Date of Admission: 08/04/2022 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M S STAR DELTA SOLUTION Police Chouki Jagadharti Apartment, City:- Bishnupur, P.O:- Bishnupur, P.S:-Bishnupur, District:-Bankura, West Bengal, India, PIN:- 722122 , PAN No.:: BHxxxxxx5E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Subham Chatterjee Son of Subrata Chatterjee Date of Execution - 08/04/2022 , , Admitted by: Self, Date of Admission: 08/04/2022, Place of Admission of Execution: Office	 Apr 8 2022 1:30PM	 LTI 08/04/2022	 08/04/2022
Hospital G.D.A Quarter, City:- Bishnupur, P.O:- Bishnupur, P.S:-Bishnupur, District:-Bankura, West Bengal, India, PIN:- 722122, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BHxxxxxx5E, Aadhaar No: 82xxxxxxxx0827 Status : Representative, Representative of : M S STAR DELTA SOLUTION (as Owner namely)				

Applicant Details :			
Name	Photo	Finger Print	Signature
Debaswarup Chakraborty Son of Debasorata Chakraborty Balapara Chhutarburi, City - Bishnupur, P.O. - Bishnupur P.S.-Bishnupur, District - Bankura, West Bengal India, PIN - 722122			
	08/04/2022	08/04/2022	08/04/2022
Identifier Of Debjit Kumar Mallick, Subham Chatterjee			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Debjit Kumar Mallick	M S STAR DELTA SOLUTION-11 Dec

Land Details as per Land Record

District: Bankura, P.S:- Bishnupur, Municipality: BISHNUPUR, Mouza: Turkisitarampur, , Ward No: 18, Holding No:345/82/B JI No: 100, Pin Code : 722122

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 248, LR Khatian No:- 2069	Owner: দেবজিৎ মলিক, Gurdian: নীরদমরণ , Address: নিজ , Classification: বাউ, Area:0.11000000 Acre,	Debjit Kumar Mallick

08-04-2022

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

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

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

Presented for registration at 13.05 hrs on 08-04-2022, at the Office of the A.D.S.R. BISHNUPUR by Debjit Kumar Mallick Alias Debjit Mallick, Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 24,11,016/-

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

Execution is admitted on 08/04/2022 by Debjit Kumar Mallick, Alias Debjit Mallick, Son of Nirod Baran Mallick, Malancha Para, P.O: Bishnupur, Thana: Bishnupur, , City/Town: BISHNUPUR, Bankura, WEST BENGAL, India, PIN - 722122, by caste Hindu, by Profession Business

Indetified by Biswarup Chakraborty, , Son of Debabrata Chakraborty, Bailapara Chhutarburi, P.O: Bishnupur, Thana: Bishnupur, , City/Town: BISHNUPUR, Bankura, WEST BENGAL, India, PIN - 722122, by caste Hindu, by profession Others

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

Execution is admitted on 08-04-2022 by Subham Chatterjee, Owner namely, M S STAR DELTA SOLUTION (Sole Proprietorship), Police Chouki Jagadharti Apartment, City:- Bishnupur, P.O:- Bishnupur, P.S:-Bishnupur, District:- Bankura, West Bengal, India, PIN:- 722122

Indetified by Biswarup Chakraborty, , Son of Debabrata Chakraborty, Bailapara Chhutarburi, P.O: Bishnupur, Thana: Bishnupur, , City/Town: BISHNUPUR, Bankura, WEST BENGAL, India, PIN - 722122, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2022 12:33PM with Govt. Ref. No: 192022230004392041 on 08-04-2022, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKT3580456 on 08-04-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 6064, Amount: Rs.100/-, Date of Purchase: 21/03/2022, Vendor name: Sankar Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2022 12:33PM with Govt. Ref. No: 192022230004392041 on 08-04-2022, Amount Rs: 4,920/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKT3580456 on 08-04-2022, Head of Account 0030-02-103-003-02



SANTASHIL MUKHERJEE
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BISHNUPUR
Bankura, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0103-2022, Page from 47075 to 47104
being No 010302024 for the year 2022.



Santashil Mukherjee



Digitally signed by SANTASHIL
MUKHERJEE
Date: 2022.04.08 18:20:58 +05:30
Reason: Digital Signing of Deed.

(SANTASHIL MUKHERJEE) 2022/04/08 06:20:58 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BISHNUPUR
West Bengal.

(This document is digitally signed.)
