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B-5031/22



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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G. S. for
 1775-2
 C.No. (b) 1404/SS/22
 Amt = 5993605/-
 Comptroller
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witnessed that the Documents
 as Attached to this document, the
 Sign. the sheet and the other
 documents, including the
 Documents are the Part of the
 Record.

A. D. S. [Signature]
 District

18 MAY 2022

DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT IS MADE ON
THIS 17TH DAY OF MAY, 2022 A.D.**

Open to
 [Signature]

1 MAY 2022
Serial No. 925
Sold to: Ajanta Maity
Address: Durgapur - 4
Value of Stamps: 500/-
Date of Purchase of this Stamp Paper: 28 APR 2022
from the Treasurer
Name of the Treasury from where
Purchased, DURGAPUR.

Subrata Kumar Chakraborty
Stamp Vendor
A.D.S.R. Office, Durgapur-14
Licence No. 5 of 1999

Ajanta Maity



731

Ajanta Maity



732

MBK INFRASTRUCTURE
Kalyan Chakraborty
Proprietor



Adil. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

7 MAY 2022

Subhasish Maity
S/o of Chandidas Maity
9/6 Gurusnanak Road
Durgapur - 713204
Paschim Bardhaman.

Smt. Ajanta Maity [PAN: AWUPM0121A], W/o Sri Subhashish Maity, by Religion Hindu, by Occupation: House Wife, by Nationality: Indian, residing at 9/6, Gurunanak Road, Durgapur - 713204, Police Station- Durgapur, District- Burdwan, hereinafter called and referred to as the "**OWNERS**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, executors, administrators, legal representatives and/or assigns) of the **ONE PART**.

AND

MBK INFRASTRUCTURE, a proprietorship Firm, having its Office at Y/5, Amarabati Market Place, P. O. Durgapur, Police Station: New Township, District: Paschim Burdwan, PIN -713 214, represented by its Proprietor namely **SRI KALYAN RUDRA [PAN:AGPPR8306P]**, son of Sri Nirmal Kumar Rudra, by Religion Hindu, by Occupation: Business, by Nationality Indian residing at 3A, Shantimoyee Niwass, MR-59, Saptarshi Park, Police Station: New Township, Durgapur 713206, District: Paschim Burdwan hereinafter called and referred to as the "**DEVELOPER**" (which expression shall Unless otherwise excluded by and/or repugnant to the subject or context mean and include the said Firm its Partners, successors-in-office and/or representatives, executors and assigns) of the **OTHER PART**.

WHEREAS the property as describe in the schedule was owned and possessed by Smt Gita Lahiri which was acquired by her through a registered Deed of sale being Deed No I-2509 for the year 1979, registered at ADSR Durgapur and recorded her name in the records of rights.

And Whereas while the said Smt Gita Lahiri was in possession of the schedule mention land gifted the schedule mentioned property in favor of her younger daughter the owner herein as mentioned through a registered deed of Gift duly executed and registered on 27/02/2009 in the Office of the Additional District Sub-Registrar at Durgapur and the said deed was recorded therein Book No.- I, CD Volume No. -3, pages 5168 to 5182 being No. 01148 for the year 2009.

AND WHEREAS by virtue of the above Deed the said Smt. Ajanta Maity the owners herein, became owner of the aforesaid property and mutated his name in the Office of the B. L. & L. R. O. at Durgapur and the said property recorded in **L. R. Dag No. 152 under L.R. Khatian No. R.S. 38 & L.R. 1335** respectively.

AND WHEREAS while enjoying the right title and interest of the aforesaid property and for better enjoyment and benefit of the said property the owners herein decided to develop the said property by raising G+6 storied building over the said property in accordance with the building Rules of the Jemua Gram Panchayat which is more fully and particularly described in the Schedule A hereunder written hereinafter called and referred to said **PROPERTY**.

AND WHEREAS due to paucity of funds, lack of working knowledge and **pre-occupation** the **FIRST PARTY** herein approached the Developer herein to develop the said property for commercial housing complex.

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WHEREAS the Developer consider the aforesaid offer of the FIRST PARTY herein as viable.

AND WHEREAS it has further been agreed by and between the parties herein that immediately on execution of these presents the Owner/s herein shall hand over vacant possession of the said property and the Developer herein shall start construction works after getting sanctioned building plan from the appropriate authority.

AND WHEREAS to avoid any misunderstanding or future disputes it has been agreed by and between the parties hereto that the mutual terms of construction of proposed building on the said property more fully described in the Schedule A hereunder written.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

**ARTICLE-I
(DEFINITION)**

1. **OWNERS:** Shall mean **Smt. Ajanta Maity**, W/o Sri Subhasish Maity, D/o Late Arun Kumar Lahiri by Religion Hindu, by Occupation House Wife, by Nationality Indian, residing at 9/6, Gurunanak Road, Durgapur -713204, Police Station- Durgapur, District- Paschim Burdwan.
2. **DEVELOPER:** shall mean **MBK INFRASTRUCTURE**, a proprietorship Firm, having its Office at Y-5, Amarabati Market Place, P. O.- Durgapur, Police Station- New Township, District- Burdwan, PIN -713214, represented by its Proprietor namely **SRI KALYAN RUDRA** son of Sri Nirmal Kumar Rudra, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 3A, Shantimoyee Niwass, MR-59, Saptarshi Park, Police Station: New Township, Durgapur 713206, District :- Paschim Burdwan.
3. **THE SAID PROPERTY:** shall mean ALL THAT piece and parcel of Land measuring an area of 5 (Five) Decimal more or less comprised in Dag No. R.S. 80 & 81 , L.R. 152 under Khatian No. R.S. 38 & L.R. 1335 of Mouza Shankarpur, J. L. No. 95, within the ambit of Jemua Gram Panchayat, Police Station New Township, in the District of Burdwan in the State of West Bengal more fully and particularly described in the Schedule 'A' hereunder written.
4. **BUILDING:** shall mean G+6 storied building to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the Jemua Gram Panchayat for the time being prevailing as per the plan or plans to be sanctioned by the Jemua Gram Panchayat.
5. **ARCHITECT/ENGINEER:** shall mean any person/s or Firm appointed or nominated by the Developer as Architect/Engineer of the building,
6. **BUILDING PLAN:** shall mean the plan to be sanctioned by the Jemua Gram Panchayat and any such addition or alteration thereof as may be necessary for better economic advantage

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and beautification and/or to conform with the building Rules as may be in vogue from time to time and shall include renewal thereof.

7. **SUPER BUILT-UP AREA**: shall mean the total constructed area which will include corridors, passage ways, walls, water tanks, reservoirs, manager/caretaker's room together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said premises.

8. **SALEABLE AREA**: shall mean the space or spaces in the new building available for independent use and occupation after making due provisions for common facilities and the space required thereof save and except the Owner's Allocation.

9. **OWNER'S ALLOCATION**: 37% of the sanction drawing/Approved Plan.

10. **DEVELOPER'S ALLOCATION**: shall mean the remaining all floors/flats, car parking spaces and other spaces of the proposed building as per the Building Plan to be sanctioned by the Jemua Gram Panchayat for the new building to be constructed at the said premises including the common facilities which shall absolutely belong to the Developer after providing for the owner's allocation as aforesaid under this agreement it being expressly agreed that will not prevent the developer from entering into any agreement for sale and transfer in respect of the Developer's Allocation more fully and particularly described in the Schedule-"C" hereunder written.

11. **TRANSFER**: with the grammatical variations shall include a transfer by possession by any other means adapted for affecting what is understood as a transfer of space in multi-storied building to the Purchasers thereof.

12. **TRANSFeree**: shall mean a person to whom any space in building has been transferred or is proposed to be transferred.

13. **COMMON AREAS AND FACILITIES**: shall mean unless the context otherwise require the items specified in Section 3 (b) of the West Bengal Apartment Ownership Act. 1972 and more fully mentioned in the Third Schedule hereunder.

14. **FORCE MAJURE**: shall mean flood, earthquake, war, riot, storm, tempest, civil commotion, strike, lockout, local hazards, price escalation, unavailability of materials, statutory hindrance or any other act or commission beyond the control of party of the OTHER PART, i.e. Developer.

1. The Developer shall build or to be constructed the proposed building on the said premises in accordance with the plan to be sanctioned by the competent Authority i.e. Jemua Gram Panchayat with the maximum F. A. R. available or permissible under the Rules and Regulations under the Authority and shall make all changes and/or modification in the plan as shall be required by the Panchayat Authority and/or any other competent authority having jurisdiction over the said premises.

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2. The Developer shall pay and bear all expenses relating to the construction work, include the sanction of the building plan on other words, the Developer shall not demand any money relating to the construction work whether the same is connected directly or indirectly.

3. All application, other papers, documents and plans in connection with the construction shall be submitted by the Developer in the names of the Owners but otherwise at the cost and expenses in all respect of the Developer and the Developer shall pay and bear all fees, charges and expenses required to be paid or deposited provided always that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposit made by the Developer. It is hereby agreed that the land owner shall sign in each & every documents required for development of the Flat/ Apartment and is ready to present before any authority as & when required.

ARTICLE-II
(DEVELOPER)

1. Developer shall at his own costs or with advance money procured from the intending transferees construct the new Building according to Sanction Building plan.

2. Developer shall be authorized in the name of the Owners in so far as may be necessary to apply and obtain quotas, entitlements and other allocation of or for steel cement brick and other materials allocable to the owner for and obtain temporary and/or permanent construction of water electricity power and/or gas to the building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owners shall execute in favour of the Developer and/or it's nominee/nominees any and all such power of authority and other authorities as shall be required for the purpose of otherwise for or in Connection with the construction of the building.

ARTICLE-III

A) LANDOWNER'S RIGHTS AND LIABILITIES:

1) That the land owners are now absolutely seized and process of or otherwise well and sufficiently entitled to the 'said premises' as the absolute owner, with free from all encumbrances having marketable title they are of, and without receiving any notice for acquisition and requisition from any authority, having been beyond the Ceiling limit under the urban land ceiling (ceiling and Regulation Act 1976), and being not attached with any shoot, decree or order of any Court of law or due income Tax or revenue or any public demand whatsoever, that the developer being satisfied, concerning the schedule property by due searching and made contract, if any point of a question regarding land matter be arise out that will be made clear from the owner giving in knowledge within 15 days from the agreement.

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2. That the landowners is pursuance of this agreement, handover physical the peaceful physical vacate possession of the 'said premises' as mentioned in the first schedule hereunder to the developer herein for the proposed development project / construction of building simultaneously within the 15 days from the execution of this agreement and the same shall remain under the possession of the developer till the completion of the said proposed development work of buildings and till handover the position of all flat / unit/ Apartments commercial area and car parking space thereof, with completion certificate and occupancy certificate from proper authority thereof.

3. That the landowners during the continuance of development work of the project shall not cause any impediment of hindrance obstruction in whatsoever nature and/or manner in the construction of the proposed building/s and / or project caused by the developer.

4. That the landowner shall not sale, lease, mortgage, let out and for change, the said first schedule land property towards any third party on and from the date of execution of this agreement till the date of completion of the project including subsisting of this agreement, and also the landowners shall not do any acts, deeds things whereby the developer may be prevented from selling, assigning and /or disposing of any portion fallen under the developers allocation in the said proposed building.

5. That after execution of this agreement, the landowners shall always be present to put their signature in every document/s , form, application etc in favour of the developer herein, which are necessary for the development construction work at the said ,first scheduled' property hereunder.

6. That the landowners by these present shall have every right and power in respect to the flat Apartment/unit/ equivalent to their share of allocation as mentioned in the second schedule hereunder, including the common portion and amenities thereof, at the project / multistoried building.

7. That after execution of this agreement the landowners shall grant a development power of attorney in favour of the developer herein from its demand.

8. That the owners shall handover the original Deeds, documents and paper in respect of the land and property mentioned in the First Schedule hereunder written at the time of execution of this Agreement with proper receipt from developer.

B) DEVELOPER'S RIGHTS AND LIABILITIES :-

1. That the Owners shall grant an exclusive right to the Developer to build the said building upon the said plot of land in accordance with the sanction plans, drawings and specifications approved by the competent authority and in conformity with the said details of construction and to sell the said built up space excluding the owner's allocation.

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2) The Developer shall bear and pay all such charges for the sanction of the building plan as shall be required by the competent authority including mutation and conversion charges of the said plot of land to Commercial Bastu of Homestead land and shall comply with any sanction provision clearance or approval as may be required.

3) All applications and other necessary papers and documents and drawings plans and specifications in connection with the construction of the said building shall be signed by the Owners and submitted by the Developer in all respect. However, the Developer who shall pay, bear all fees, charges and arrear Tax / duties if any expenses required to be paid or deposited to perform any such job or to cause any such job to be performed.

4) The Developer is liable and responsible to obtain the Completion or Occupancy Certificate of the said proposed new building from the local Authority at his / its own cost and expenses and the Developer is fully liable to pay all fine or A.D.C. to the Authority due to any additional work on the said proposed building.

5) That no ownership or right title interest is hereby transferred in favour to the developer.

ARTICLE- IV
(BUILDING ALLOCATION)

1. The Developer shall start the job of excavation of earth at 'schedule A land property within 60 days after sanction of approved building plan from Jemua Gram Panchayat / any competent authority in the meantime Developer will secure all necessary permission and HERA Registration from the competent authority as per norms of Government or all local, authorities.

2. The Developer shall complete in respect of the construction of the said building according to the sanction drawings plans and specifications (BIS) sanctioned by the competent authority sanctioned time period with in 06 (six) months and in conformity With the details of construction to the full satisfaction of the Owners within 30 (Thirty) months from the date of obtaining of approved building plan/permission.

3. Immediately upon the completion of the construction of the said building in all respect in accordance with the sanctioned building plan and also in conformity with details of construction and certified by the Architect of the Developer that the building has been so constructed and completed, the Developer shall deliver to the owners the ,Owners allocation, along with a copy of, Occupancy Certificate within 30 (Thirty) months from the date of obtaining approved drawing /plan @ Rs. 10000/- (Ten thousand) per month basis, a penalty to pay by the Developer for delay beyond 30 (Thirty) months as a compensation to the Landowners after consideration of Force measure.

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4. Flat/Unit vacant possession of the 'Owners' allocation in fully complete and in habitable nature will be handed over to the owners as demarcated in attached plan after getting of the approved plan/drawings, the Developer shall not have any right to transfer or deliver possession of owners allocation in the said building PROVIDED ALWAYS that after having delivered to the Owners, the Owners' allocation mentioned in this Agreement. The Developer shall be fully entitled to transfer his allocated built up space at its sole discretion and the Owners shall not have any claim or interest on that part what so ever.

5. The common areas/facilities including stair case, landing and corridors and roof constructed in the said building shall be for the common use of the Owners or all the assigns and transferees and other transferees of other flats for ingress to and egress from their respective floors to the main road.

ARTICLE :- V
(COMMON EXPENSES)

1. The Owners and Developer or their nominees upon taking possession shall pay and bear proportionate share of all ground rent, property maintenance charges, Corporation taxes and dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act 1972 in respect of their occupied space as may be determined jointly by the Owner's and developer's units, until when an association of flat Owners be formed by the Owner and transferees of all floors in the said building is formed. The Owners and Developer is liable to pay their proportionate share of the common expenses after getting the possession of their respective allocations.

ARTICLE- VI
(COMMON ITEMS)

- a) The foundations, columns, grinders, beams, supports, main walls, roof, corridors, lobbies, stairs, stairways and entrances and exits of the building.
- b) The yards and open spaces.
- c) Installations of common services, such as power, light, sewerage etc.
- d) The water reservoir and overhead tank, pumps, motors, pipes etc. and in general all apparatus and installations existing for common use.
- e) Such other common facilities may be specially provided for.
- f) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

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ARTICLE-VII
(COMMON RESTRICTIONS)

1. Both the owners and the developer shall not use or permit to use the said building or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor for any purpose which may cause any nuisance to the other occupiers of the said building.
2. Neither party shall demolish or permit to demolition of any wall or other structure in their respective allocation or any portion thereof (cannot make. any structural alteration thereon which make the building structurally unsafe) without the previous consent of the other party and Architect in writing.
3. Both of the party shall have observe and performed all terms and conditions on their respective part, go be observed and/or performed.
4. The proposed transferee shall give written undertaking to be bound by the terms and conditions hereof and in thereof and shall duly and promptly pay all and whatsoever shall be payable in relation to the area in their possession as well as for the common expenses.
5. Both the parties or their transferees shall abide by all laws, bye laws rules and regulations of the Government local bodies as the case may be for the time being on force and shall attend to answer and be responsible for any deviations, violations and/or breach of any of the said laws and regulations.
6. The respective all shall keep the interiors walls, sewers, drains, pipes and other fittings, fixtures, appurtenances, floor, ceiling etc. in each of their respective allocation in the said building in good working conditions and repair and in particular shall not cause any damage to the said building or any part of their space or accommodation therein and shall keep all the other occupiers of the building indemnified from and against the consequences of any such damage.
7. No goods or other articles shall be kept by the owners or the developer or any transferees for display or otherwise in the corridors or other places of common use in the building and in case any hindrance is caused in any manner in the free movement, either party shall be liable to remove the same at his risk and cost of the other party causing the same.

ARTICLE-VIII
(OBLIGATIONS)

A. OWNER'S OBLIGATIONS :

1. During the continuance of the agreement the owners shall not in a bye way cause any impediment or obstruction whatsoever in the construction or development of the said building by the developer but the Owners shall with or without the architect have full right

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to enter the said building and to inspect the technical spec & progress of construction work carried out by the developer. The owner has right to suggest & give opinion to rectify any deviation found violating mutual interest & building rules.

2. The Owners hereby declares that they have good right and full power to enter into this agreement with the developer. On the other hand developer also search and verify all necessary documents from competent authority. Any local claim / demand / dispute / inconvenience is arises developer will solve clear those problem by his own cost and efforts.

3. The Owners undertakes not to create encumbrances or charges on the said plot of land or deal with the same otherwise then in the manner stated in clause (1) above.

4. To enable the developer to develop the said property, the Owners shall grant in favour of the developer a Registered Development Power of Attorney at the time execution of this Development Agreement. The Developer will be empowering to sell, convey and transfer Developer's allocated portion to other after obtaining the requisite permission from the competent authority and after handover the complete allocation area of the landowner.

B. DEVELOPER'S OBLIGATIONS:

1. The developer agreed to pay /clear up all Government rent/fees, corporation taxes and other outgoings including all arrears payable in respect of the schedule plot of land upto the handing over the proposed flat/units of said multistoried building to the owner's.

2.(a) To arrange appoint or nominate at its sole risk, responsibility and cost of architect, contractors, sub-contractors or laborers for carrying out and proceed with construction of the said building and other common spaces according to the approved drawing plans and specifications and in conformity and arrange building materials articles, tools and other implements and to hire and engage suppliers, labour and to pay and meet with their remuneration fees and salaries. The Owners shall never be liable for any such dealings and / or transaction by the developer.

(b) Developer to take construction insurance to cover accident, death of workman, collapse of building during construction causing material damage/ workman /3rd party lives.

3. The entire construction work shall be at the sole risk and responsibility of the developer and it is mutually agreed and clearly understood that the Owners shall not be responsible for any Technical and/or Engineering defect in construction for which the developer shall be solely responsible and directly answerable to the concerned authority and to the Owners.

4. If for any reason any losses are incurred and damage caused or suffered on account of negligence of the developer or the sub-contractor's, agents, architects, labour etc. in connection with the construction of the said building the developer shall be solely liable therefore stand shall keep the Owners indemnified from any such losses or damages.

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5. The Developer shall complete in respect of the construction of the said building according to the sanction drawings plans and specifications (BIS) sanctioned by the competent authority and in conformity With the details of construction to the full satisfaction of the Owners within 30 (Thirty) months from the date of obtaining of the approval of drawings. The said time may be extended farther 06 (six) months due to any unavoidable circumstances, upon satisfaction of owners.

6. The Developer covenants not to do act, deed or thing whereby the owners may be prevented from selling, transferring, conveying and / or disposing of any part or portion of the constructed saleable area/space including super built-up area/space pertaining to owner's allocation as well as proportionate share in the land.

7. Be it mentions the developer will put his signature in the sale deed or agreement to the purchaser as confirming party at the time of execution of sale deeds by land owners from their allocated area.

ARTICLE:- IX
(OWNER'S INDEMNITY)

The Owners hereby undertakes that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and or disturbances provided; the developer performs and fulfils all the terms and conditions herein contained and /or its part to be observed and performed.

ARTICLE:-X
(DEVELOPER'S INDEMNITY)

1. The developer hereby undertake to keep the Owners indemnified 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 property and / or in the manner of construction of the said building and / or for any defect therein but any or all local problems / demand / inconveniences to be solved by developers at his own act and cost.

ARTICLE-XI
(MISCELLANEOUS)

1. Owners and Developer have entered into this agreement purely on principle to principle basis and nothing stated herein shall be deemed to constitute a partnership between the Owners and the Developer.

2. Owners and Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of force majeure with a view that obligation of the party affected by the force majeure shall be suspended during duration of the period such force majeure exists.

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3. It is understood that from time to time during the construction of the building by the Developer various acts, deeds matters and things not therein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the owner and various applications and other documents may be required to be signed on made by owner relating to which no specific provisions has been made herein, owners hereby permit authorize and empower the developer to do all such acts, matter and things in this behalf will be done. Signed or made by the owner relating to which no specific provision has been made herein. The owners hereby authorize the Developer to do all such acts deeds matters and things in this behalf and to execute any additional power of attorney and/or other authorization as may be required for the aforesaid purpose.

4. Any notice required to be given by the Developer shall without prejudices to any other mode of service available, be deemed to have been duly serve done the owners if delivered by hand or sent under prepaid registered post with acknowledgement due to the owners at their address herein above given and the owners may serve any notice to the Developer in the manner aforesaid if sent to the Developer at the address herein above given.

5. That it has been agreed between the parties that if the authority concerns permit to allow to construct another extra floor after submission of revised plan for approval then the allocation between the parties will be in the ratio of 37:63.

AMALGAMATION:

That the Developer shall have exclusive right to amalgamate the schedule mention property with any other adjacent plot of land /lands situated around the property without prior permission from the land owner in the manner whatsoever as the developer may deem fit and proper. The Landowners shall sign and execute all necessary agreement(s)/Documents of Deed of Amalgamation and other paper/papers in whatsoever manner without raising any objection and demands from the above said land owners. The Landowner's Allocation will remain the same as written in this agreement. That it is also agreed that the landowner will not claim any further allocation on the amalgamated land.

ARTICLE:-XII **(TERMIATION)**

Both parties shall have option to terminate this agreement for non compliance of specified performance of this agreement with proper notice of 12 (twelve) months, if unable to deliver the ready flat within stipulated period or violation of terms and condition.

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ARTICLE :- XIII
(NOTICE)

All letters, Notices, to developer may be sent to address mentioned in this agreement. Similarly all letters, Notices, to owner/s may be sent to address of the owner/s at the respective address mentioned in this agreement.

ARTICLE :-XIV
(LEGAL ACTION)

Both the parties shall have liberty to avail the opportunity under the specific performance of this agreement for the non-compliance of the covenant hereinbefore mentioned alternatively at anytime for any dispute that may arise between the parties hereto regarding the construction of interruption of any of the terms and conditions herein contained or touching these presents or for determination of any liability of any of the parties under this agreement and the same shall be referred to the court under Jurisdiction.

ARTICLE :- XV
(JURISDICTION)

Under the original jurisdiction of the Ld. District Judge Court shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

SCHEDULE "A"
(Description of Property)

ALL THAT piece and parcel of Land measuring an area of 5 (Five) Decimal more or less comprised in Dag No. RS. 80, LR. 152, Area of land 4 decimals, Land Classified as Bastu, R.S. 81. LR 152, Area of land 1 decimals, Land Classified as Bastu Total Area of Land 5 decimals under Khatian No RS 38 & Present LR Khatian No of the Owner 1335 of Mouza Shankarpur, JL No. 95, within the ambit of Jemua Gram Panchayat, Police Station New Township, in the District of Burdwan, Presently Paschim Bardhaman in the State of West Bengal and the said property is butted and bounded as follows

ON THE NORTH	:	Land of Gita Lahiri.
ON THE SOUTH	:	Land of S. Bahadur.
ON THE EAST	:	16 Ft wide Road .
ON THE WEST	:	Land of M. Biswas.

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SCHEDULE- "B"
(OWNER'S ALLOCATION)

A) OWNER'S ALLOCATION:

1. Here to be mentioned that the name of the building shall be starts by "Shantimoyee".
2. Owners together herein shall be entitled to get 37% (thirty seven percent on the sanctioned plan area of entire residential building including parking along with the ownership of undivided proportionate share of land and common areas, common facilities and roof.
3. Furthermore the owners herein will be entitled to get non refundable Rs. 2,00,000/- (Two Lakh) in advance of any bank against duly signed money receipt from the owners.

The entire received advance security amount if any shall be returned by the owners to the developer at the time of sale out flat/units compulsorily.

B) DEVELOPER'S ALLOCATION:

1. Save and except the aforesaid allocated portion of the owners the remaining 63% (Sixty Three) portion of the proposed building will be exclusively Belong with the right to sale convey and transfer the same to other at any consideration or under any terms and condition as the developer shall think fit and proper, Developer shall keep owners indemnified from any liability's, any losses and damages anyway and without damage owners interest and share in anyway.

SCHEDULE "C"
(COMMON AREAS AND FACILITIES AND COMMON EXPENSES)

1. The land on which the building is located all easements rights and appurtenances belonging to land and building.
2. The foundation, columns, girders, beams, supports, main wall, roof, lobbies, corridors, stair, staircase, lift ways, entrances and exits of the building.
3. The easements, wards, storage space.
4. Installation of common services such as powers, lights, water sewerages.
5. Tanks, pumps, meters, compressors, pipes and tubes and general apparatus and installation existing for common use and passage and paths etc.
6. All other parts of this property necessary for convenience to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
7. Boundary walls.

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8. Electrical meter rooms, main electric meters, pumps and switches fixed in the common areas.
9. All side spaces, back space, paths, passages, drain ways in the land of the said building.
10. General lighting of the common portions and space for installations of electric meters in general and separate.
11. Drains and sewers from the building in the Corporation connection drains and for sewerage.
12. Stair case and staircase landing with marble floor.
13. Lobbies in each floor.
14. Common septic tank.
15. Common water tank.
16. Common water reservoir - UG & OH.
17. Water and sewerage outflow from the pipes of the every units to drain and sewerage common to the said building.
18. Common electric line.
19. Top roof of the said building.
20. Lift and lift walls.
21. Adequate fire safety arrangement.
22. Pump, electrical room, common toilet, caretaker's room, electric meter casing to be provided in ground floor.
23. R.C.C. Basement for the car parking.

SCHEDULE-"D"
{TYPE OF CONSTRUCTION AND SPECIFICATION}

1. **STRUCTURE:** Building designed with R.C.C framed basement and structure which rest on individual column, and RCC pillar design approved by the competent Authority
2. **EXTERNAL WALL:** 200mm Brick wall and plastered with cement mortar.
3. **INTERNAL WALL:** 75mm thick brick wall and plaster with cement mortar; wall between two rooms and wall between bath rooms.
4. **FLOORING:** Flooring is of Marble/Vitrified Tiles of reputed brand with 6" inch. Skirting (all Bed Rooms, drawings, dining, Bath room space and verandah).
5. **BATH ROOM:** Bath room fitted up to 6'ft. Height with designer glazed tiles of reputed brand. Bath room floor of standard anti skid tiles.

Open Hall

6. **KITCHEN:** Cooking platform and sink will be of granite & Stele Sink and 2'ft. Height glazed standard tiles above the platform to protect the oil spot and flooring – anti skid tiles.

7. **TOILET:** one Toilet white commode of standard brand with standard P.V.C. cistern, another toilet of indo-western type white commode of standard brand with P.V.C. cistern. All fittings are standard type with ISI mark (Parry ware / Nicer/ISI). One wash hand basin in dining space of each flat.

8. **DOORS:** All doors are Sal wooden frame and flush door shutter (32 mm thick), with standard lock and peep hole on main entrance door, anodized aluminum tower bolt in all doors.

9. **WINDOWS:** Aluminum slide windows with MS grill.

10. **WATER SUPPLY:** Water Supply round the clock is assured for which necessary deep tube well with Submersible Pump set will be installed.

11. **PLUMBING:** All Toilet with concealed plumbing with wash basin with fittings two bib cock, one C.P. shower, in toilets all fittings are standard quality with ISI mark (Nicer /Parry ware or equivalent) including hot & cold water lines & fittings. The wash basin with fittings in dining space.

12. **ROOF TREATMENT:** Roof would be finished with IPS.

13. **STORE ROOM/BUNK:** Each flat will be provided with a bunk/loft above the common toilet.

14. **OTHER WORKS:**

(a) Full concealed wiring with built in switch board with piano switch with ISI mark with copper conduct. (Copper wire)

(b) In bed room three light points, only two 5 Amp plug point, one fan point.

(c) Living-Drawing / Dining room: four light points, two fan points, two (5 Amp) and one (15 Amp) plug points one A.C. point in Master Bed Room & one other bed room in each flat.

(d) Kitchen: one light point, one exhaust fan point and one 15 Amp. Plug point and one Tube point.

(e) Toilet: one light point, one exhaust fan point, one 5 amp plug point, geyser point in common toilet & one light point & one exhaust attached toilet.

(f) Verandah: one light point and one plug point.

(g) One light point at main entrance.

(h) Calling bell: one calling bell point at the main entrance and switch at the entrance of the flat.

Opul Kaur

15. **ELECTRIC:** Electric meter, mother meter and transformer (if any required) will be installed by the Developer at its cost and the cost for individual electric meter will be borne by the Land Owners for their allocation.

16. **LIFT:** Lift having the carrying capacity at list of 6 (Six) Persons will be installed by the Developer in the building.

17. Provisions to keep for connection of T.V (cable), phone, generator.

18. PAINTING:

(a) Inside wall of the flat will be finished with putty & outside the building to be completed with weather coat paint bearing ISI mark.

(b) All doors and windows frame and shutter painted with white coat primer.

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be paid.

IN THE WITNESS WHEREOF both the Parties above named put their respective signatures and execute this present in the manner aforesaid on the day month and year as mentioned above.

Witnesses:-

1. Subhasish Maity
Smt/late Chondidas Maity
9/6 Gurunarak Road
Durgapur - 713204
Paschim Bardhaman.

Ajanta Maity
Signature of the First Party (Owners)

2. Shyamal Kulkarni
Kuldibe
D-98-12

MBK INFRASTRUCTURE
Kalyan
Proprietor
Signature of the Second Party (Developers)

Drafted & prepared by me

Advocate
Debat Mahapatra
Ln DPX-36

হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল/ Thums	তর্জনী/ 1st Finger	মধ্যমা/ Middle	অনামিকা / Ring	কনিষ্ঠা/ Small Finger
ডান হাত Right Hand					
					Ajan



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Passport size photograph & Finger print of both hands attested by me

স্বাক্ষর

Signature ... Ajanfa Maity

হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল/ Thums	তর্জনী/ 1st Finger	মধ্যমা/ Middle	অনামিকা / Ring	কনিষ্ঠা/ Small Finger
ডান হাত Right Hand					
					Kalyan



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Passport size photograph & Finger print of both hands attested by me

স্বাক্ষর

Signature ... Kalyan

হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাম হাত Left Hand						ফটো
	বৃদ্ধাঙ্গুল/ Thums	তর্জনী/ 1st Finger	মধ্যমা/ Middle	অনামিকা / Ring	কনিষ্ঠা/ Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Passport size photograph & Finger print of both hands attested by me

স্বাক্ষর

Signature

হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাম হাত Left Hand						ফটো
	বৃদ্ধাঙ্গুল/ Thums	তর্জনী/ 1st Finger	মধ্যমা/ Middle	অনামিকা / Ring	কনিষ্ঠা/ Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Passport size photograph & Finger print of both hands attested by me

স্বাক্ষর

Signature









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

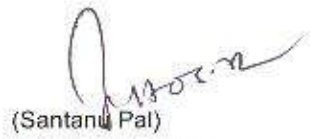
OFFICE OF THE A.D.S.R. DURGAPUR, District Name : Paschim Bardhaman

Signature / LTI Sheet of Query No/Year 23062001404555/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs AJANTA MAITY 9/ GURUNANAK ROAD, City:- Durgapur, P.O:- DURGAPUR, P.S:- Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713204	Land Lord	 Ajanta Maity	157 	Ajanta Maity 17.5.22
2	Mr KALYAN RUDRA 23, MAHALAXMI PARK, City:- Durgapur, P.O:- DURGAPUR, P.S:-New Township, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713206	Represent ative of Developer [MBK INFRASTR UCTUR E]	 Kalyan Rudra	732 	MBK INFRASTRUCTURE Kalyan Rudra 17/05/2022
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SUBHASISH MAITY Son of CHANDIDAS MAITY 9/6, GURUNANAK ROAD, City:- Durgapur, P.O:- DURGAPUR, P.S:- Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713204	Mrs AJANTA MAITY, Mr KALYAN RUDRA	 Subhasish Maity		Subhasish Maity 17/05/2022

Query No:-23062001404555/2022, 17/05/2022 04:48:04 PM DURGAPUR (A.D.S.R.)



(Santanu Pal)

ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
DURGAPUR

Paschim Bardhaman, West
Bengal



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

GRN Details

GRN:	192022230027580211	Payment Mode:	Online Payment
GRN Date:	16/05/2022 20:16:49	Bank/Gateway:	State Bank of India
BRN :	IK0BRLCPD7	BRN Date:	16/05/2022 20:19:01
Payment Status:	Successful	Payment Ref. No:	2001404555/1/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Kalyan Rudra
Address:	Durgapur 06
Mobile:	9002423542
Depositor Status:	Buyer/Claimants
Query No:	2001404555
Applicant's Name:	Mr D Mahanti
Identification No:	2001404555/1/2022
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001404555/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	11
2	2001404555/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	2014
Total				2025

IN WORDS: TWO THOUSAND TWENTY FIVE ONLY.

Major Information of the Deed

Deed No :	I-2306-05051/2022	Date of Registration	18/05/2022
Query No / Year	2306-2001404555/2022	Office where deed is registered	
Query Date	12/05/2022 4:53:05 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	D Mahanti Arrah Kalinagar, Thana : Kanksa, District : Paschim Bardhaman, WEST BENGAL, PIN - 713212, Mobile No. : 6294990449, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 9,93,605/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,011/- (Article:48(g))	Rs. 2,014/- (Article:E, E, B)		
Remarks			

Land Details :

District: Paschim Bardhaman, P.S:- New Township, Gram Panchayat: JEMUA, Mouza: Sankarpur, JI No: 109, Pin Code : 713212

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-80	RS-38	Bastu	Bastu	4 Dec	1/-	7,94,884/-	Width of Approach Road: 16 Ft.,
L2	RS-81	RS-38	Bastu	Bastu	1 Dec	1/-	1,98,721/-	Width of Approach Road: 16 Ft.,
		TOTAL :			5Dec	2 /-	9,93,605 /-	
	Grand Total :				5Dec	2 /-	9,93,605 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mrs AJANTA MAITY (Presentant) Wife of Mr SUBHASISH MAITY 9/, GURUNANAK ROAD, City:- Durgapur, P.O:- DURGAPUR, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713204 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AWxxxxxx1A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MBK INFRASTRUCTURE AMARABATI MARKET PLACE, City:- Durgapur, P.O:- DURGAPUR, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713214 , PAN No.: AGxxxxxx6P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr KALYAN RUDRA Son of Mr NIRMAL KUMAR RUDRA 23, MAHALAXMI PARK, City:- Durgapur, P.O:- DURGAPUR, P.S:- New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGxxxxxx6P, Aadhaar No: 92xxxxxxxx9802 Status : Representative, Representative of : MBK INFRASTRUCTURE (as Proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUBHASISH MAITY Son of CHANDIDAS MAITY 9/6, GURUNANAK ROAD, City:- Durgapur, P.O:- DURGAPUR, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713204			
Identifier Of Mrs AJANTA MAITY, Mr KALYAN RUDRA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs AJANTA MAITY	MBK INFRASTRUCTURE-4 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mrs AJANTA MAITY	MBK INFRASTRUCTURE-1 Dec

On 17-05-2022

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

Presented for registration at 18:50 hrs on 17-05-2022, at the Private residence by Mrs AJANTA MAITY ,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 9,93,605/-

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

Execution is admitted on 17/05/2022 by Mrs AJANTA MAITY, Wife of Mr SUBHASISH MAITY, 9/, GURUNANAK ROAD, P.O: DURGAPUR, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713204, by caste Hindu, by Profession House wife

Identified by Mr SUBHASISH MAITY, , Son of CHANDIDAS MAITY, 9/6, GURUNANAK ROAD, P.O: DURGAPUR, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713204, by caste Hindu, by profession Others

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

Execution is admitted on 17-05-2022 by Mr KALYAN RUDRA, Proprietor, MBK INFRASTRUCTURE (Sole Proprietorship), AMARABATI MARKET PLACE, City:- Durgapur, P.O:- DURGAPUR, P.S:-New Township, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713214

Identified by Mr SUBHASISH MAITY, , Son of CHANDIDAS MAITY, 9/6, GURUNANAK ROAD, P.O: DURGAPUR, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713204, by caste Hindu, by profession Others

(Santanu Pal)

Santanu Pal

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR

Paschim Bardhaman, West Bengal

On 18-05-2022

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,014/- (B = Rs 2,000/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/05/2022 8:19PM with Govt. Ref. No: 192022230027580211 on 16-05-2022, Amount Rs: 2,014/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BRLCPD7 on 16-05-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,011/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 11/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 925, Amount: Rs.5,000/-, Date of Purchase: 12/05/2022, Vendor name: SUBRATA KUMAR CHAKRABORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/05/2022 8:19PM with Govt. Ref. No: 192022230027580211 on 16-05-2022, Amount Rs: 11/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BRLCPD7 on 16-05-2022, Head of Account 0030-02-103-003-02

Santanu Pal

Santanu Pal

**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 147172 to 147199

being No 230605051 for the year 2022.



Digitally signed by Santanu Pal
Date: 2022.05.25 14:07:58 +05:30
Reason: Digital Signing of Deed.

Santanu Pal

(Santanu Pal) 2022/05/25 02:07:58 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)
