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भारतीय गैर न्यायिक INDIA NON JUDICIAL

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Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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20 SEP 2019

DEVELOPMENT AGREEMENT

P.S. A.J.C BOSE B.Garden old Shibpur, District - Howrah.

THIS DEVELOPMENT AGREEMENT made this 20th day of September, 2019 (Two Thousand Nineteen) in BETWEEN MRS. MANJU GHOSH, (Pan. ASSPG1147N) Wife of Late Shibdas Ghosh, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, residing at 49/1, College Road, P.O.B. Garden, P.S. A.J.C Bose B.Garden Old Shibpur, District - Howrah, Pin - 711103, hereinafter called and referred to as the "OWNER/ LANDLORD" (which terms and expression unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, successors-in-interest, ad-

ministrators, legal representatives and assigns) of the **FIRST PART.**

AND M/S. PRISCON INDIA PVT. LTD.,(PAN. AABCP8411G), A Private Limited Company, incorporated under company Act, 1956 having its office of incorporation at Flat No B-2 at 28/7 College Road, P.O. B.Garden, P.S -A.J.C Bose B.Garden Old Shibpur, District Howrah (Pin 711103), represented by one of its authorised Director, **SRI RITWIK BANERJEE, (PAN.AGMPB6504C)** Son of Sri Amiya Banerjee, by faith Hindu, by Nationality- Indian, by Occupation Business, residing at 2/2, Moti Lal Majumder Lane, P.O. B.Garden, P.S - A.J.C. Bose B. Garden Old Shibpur, District - Howrah - 711 103, herein after called the **DEVELOPER/CONFIRMING PARTY** (Which expression Unless excluded by or repugnant to the context herein shall be deemed to be included its Successors, in interest, Nominees, assigns) of the **SECOND PART.**

WHEREAS in this Deed unless the context clearly indicate a contrary intention, a word or an expression which denote any one gender shall include the other genders and singular shall include the plural (and vice-versa).

AND WHEREAS ,the party of the first part is the Owner and occupiers, now seized and possessed and/or otherwise well and sufficiently entitled to all that the piece and parcel of recorded Bastu land measuring more or less 01(One) Chittak 19 (Nineteen)Sq.ft comprised within Holding No.49, College Road, Now at present DR. A.P.J Abdul Kalam Sarani, P.O.B.Garden, P.S. A.J.C Bose B.Garden Old Shibpur, District-Howrah, Pin- 71 1103, and 02 (Two) Cottahs 09 (Nine) Chittaks 23 (Twenty Three) Sq.ft comprised within Holding No.49/1, College Road, Now at present DR. A.P.J Abdul Kalam Sarani, P.O.B.Garden, P.S. A.J.C Bose B.Garden Old Shibpur, District - Howrah, Pin- 711103, total land in two Holding measuring about 02 (Two) Cottahs 10(Ten) Chittaks 42 (Forty Two) Sq.ft bastu land along with 300 Sq ft of R. T Shed Structure standing thereon within the limit of Howrah Municipal

Corporation Ward No.39, within the jurisdiction of the Office of the District Sub Registrar, Howrah and Additional District Sub Registrar, Howrah hereinafter referred to as the said entire property, which is morefully and particularly mentioned in the Schedule 'A' hereunder.

AND WHEREAS the "A" Schedule mentioned property originally belong to Nayanranjan Ghosh @ Nayan Ranjan Ghose @ Narayan Ranjan Ghose and he got all that Bastu land measuring about 14 Cottahs 5 Chittaks 43 Sq.ft while in khas possession of the aforesaid property he mutated his name in the record of Assessment Register of the Howrah Municipal Corporation, therein mentioned his name as 'Narayan Ranjan Ghose' and the said property became known and numbered as Holding No.49, College Road, P.O.B.Garden, P.S.Shibpur, District - Howrah, Pin- 711103 and he had been absolutely possessing occupying and enjoying the same peacefully by creating dwelling structures thereon.

AND WHEREAS said Nayanranjan ghosh @ Nayan ranjan Ghose @ Narayan Ranjan Ghose died intestate leaving behind surviving his three sons and one daughter namely (1) Late Debasish Ghosh (2) Sri Thakurdas Ghosh (3) Late Shibdas Ghosh(4) Smt. Saswati Sinha as his only legal heirs, successors and legal representatives, who by virtue of inheritance became the joint owners of ALL THAT piece and parcel of bastu land 14 Cottahs 5 Chittaks 43 Sq.ft along with R.T.Shed Structure standing thereon being known and numbered as Holding No. 49, College Road, P.O.B.Garden, P.S.Shibpur, District - Howrah, Pin- 711103,HMC Ward No.39, each having undivided 1/4th share thereto. It is pertinent to mention here that Smt. Taritprova Ghosh died prior to the death of her husband Nayanranjan ghosh @ Nayan ranjan Ghose @ Narayan Ranjan Ghose.

AND WHEREAS thereafter said Debasish Ghosh died intestate leaving behind surviving his wife, Late Bandana Ghosh, only son Sri Ratul Charan Ghosh and only daughter Smt. Dipanwita Ahmed(nee Ghosh) as his only legal heirs, successors and legal representatives.

and thereby his undivided 1/4th share in the aforesaid property has fully been devolved upon his aforesaid legal heirs and successors.

AND WHEREAS in course of joint possession, occupation and enjoyment of the aforesaid property the afore said Late Shibdas Ghosh died intestate leaving behind surviving his wife Smt. Manju Ghosh and only son Sri Soumen Ghosh as his only legal heirs, successors and legal representatives and thereby his undivided 1/4th share in the aforesaid property has fully been devolved upon his aforesaid legal heirs and successors.

AND WHEREAS while thus the aforesaid Bandana Ghosh her only son Sri Ratul Charan Ghosh and only daughter Smt. Dipanwita Ahmed (nee Ghosh) jointly seized and possessed of and otherwise well and/or sufficiently entitled to the said undivided 1/4th share of the aforesaid entire property, the aforesaid Bandana Ghosh granted gifted and transferred her undivided 1/12th share in the said entire joint property unto and in favour of her only son Sri Ratul Charan Ghosh by virtue of a Registered Deed of Gift, duly executed on 18th September, 2006 and registered on 31st August, 2009 in the Office of the District Sub-Registrar of Howrah and recorded in Book No. 1, CD Volume No. 27, Pages from 7040 to 7063, being No. 08627, for the year 2009.

AND WHEREAS by virtue of inheritance and by way of said Deed of Gift, said Ratul Charan Ghosh became the owner in respect of undivided 1/6th share in the said joint property and as per mutual understanding and partition the aforesaid Dipanwita Ahmed (nee Ghosh) was earlier separately allotted and delivered her demarcated portion of undivided 1/12th share i.e. land measuring 01 (one) Cottah 02 (Two) Chittaks 06 (Six) Sq. ft bastu land and she had been enjoying her demarcated allotted portion and remaining area of land measuring more or less 12 Cottahs 10 Chittaks 19 Sq. ft excluding common passage measuring 9 Chittaks 18 Sq. ft along with residential structures standing thereon is under joint use occupation and

enjoyment of the aforesaid legal heirs.

AND WHEREAS in the manner aforesaid, the above named (1) Sri Thakurdas Ghosh, (2) Smt. Saswati Sinha, (3) Sri Ratul Charan Ghosh, (4) Smt. Dipanwita Ahmed (nee Ghosh) (5) Smt Manju Ghosh and (6) Sri Soumen Ghosh became the joint owners and occupiers seized and possessed of and otherwise well and/or sufficiently entitled to the aforesaid ALL THAT piece and parcel of land measuring more or less 13 Cottahs 3 Chittaks 37 Sq.ft including common passage measuring 9 Chittaks 18 Sq.ft together with dwelling structures standing thereon, being known and numbered as Holding No. 49, College Road, P.O.B.Garden, P.S.Shibpur, District - Howrah, Pin- 711103, HMC Ward No.39, and they have been enjoying the same jointly without any hindrance or obstruction from any corner and the same is free from all encumbrances.

AND WHEREAS all the legal heirs for their better convenience, use and enjoyment of the aforesaid undivided joint property with separate demarcation and allotment, the aforesaid interested parties have now mutually partitioned their property by Deed of Partition on 30.11.2013 in the office of the Additional Registrar of Assurance-I, Kolkata and recorded in Book No.1, Vol No.21, Page 956 to 982, Being No. 10927 for the year 2013 and therefore (1) Sri Thakurdas Ghosh got distinctively 3 Cottahs 9 Chittaks 11 Sq.ft together with Eastern side 1/4 Share of residential structure on the Eastern side having 900 Sq.ft covered structural area in Schedule -B, demarcated as Lot -"B" and more specifically delineated and depicted by GREEN border lines in the Partition Sketch map or plan in Holding No.49, College Road, P.O.B.Garden, P.S.A.J.C Bose B.Garden Old Shibpur, District - Howrah, Pin- 711103, HMC Ward No.39, and (2) Smt. Saswati Sinha got distinctively 3 Cottahs 6 Chittaks 21 Sq.ft together with one storied building R.T Shed Brick Built wall residential Structure area in Schedule -C, demarcated as Lot -"D" and more specifically delineated and depicted

by BROWN border lines in the Partition Sketch map or plan in Holding No.49, College Road, P.O.B. Garden, P.S.A.J.C Bose B.Garden Old Shibpur, District - Howrah, Pin- 711103, HMC Ward No.39, and (3) Sri Ratul Charan Ghosh got distinctively 2 Cottahs 4 Chittaks 13 Sq.ft together with one storied building RT Shed Brick Built wall residential Structure area in Schedule -D, demarcated as Lot -"A" and more specifically delineated and depicted by RED border lines in the Partition Sketch map or plan in Holding No.49, College Road, P.O.B.Garden, P.S.A.J.C Bose B.Garden Old Shibpur, District - Howrah, Pin- 711103, HMC Ward No.39, and (4) Smt. Manju Ghosh and Sri Soumen Ghosh got distinctively 3 Cottahs 6 Chittaks 19 Sq.ft together with one storied building R.T Shed Brick Built wall residential Structure area in Schedule - E, demarcated as Lot -"C" and more specifically delineated and depicted by BLUE border lines in the Partition Sketch map or plan in Holding No.49, College Road, P.O.B.Garden, P.S.A.J.C Bose B.Garden Old Shibpur, District - Howrah, Pin- 711103, HMC Ward No.39.

AND WHEREAS Smt. Manju Ghosh and Sri Soumen Ghosh are the Owners and Occupiers of more or less 02 (Two) Cottahs 11 (Eleven) Chittak 19 (Nineteen) Sq.ft Out of 3 (Three) Cottahs 6 (Six) Chittaks 19 (Nineteen) Sq.ft along with 300 Sq.ft R.T.Shed Structure standing thereon comprised within Holding No.49, College Road, P.O.B.Garden, P.S. A.J.C Bose B.Garden Old Shibpur, District - Howrah, Pin- 711103, within the limit of Howrah Municipal Corporation Ward No.39, which is more fully described in the Schedule 'A' hereunder written and hereinafter called the "said Property" free from all encumbrances.

AND WHEREAS said Smt. Manju Ghosh and Sri Soumen Ghosh and their other CO-shearer namely Sri Ratul Charan Ghosh have jointly executed a Deed of Gift in favour of Sri Thakur Das Ghosh in respect of Holding No. 49, 49/1, 49/2, College Road (Now A.P.J Abdul Kalam Sarani), P.O.B.Garden, P.S. A.J.C Bose B.Garden Old Shibpur,

District - Howrah, Pin- 711103, on 09th July, 2019 which was duly registered in the office of the Additional District Sub Registrar at Howrah and recorded in Book No.1, Volume No.0502-2019, Pages from 166436 to 166459, Deed No.050205032, for the year 2019.

AND WHEREAS said Smt. Manju Ghosh and Sri Soumen Ghosh and their other Co-sharers namely Sri Thakur Das Ghosh, Smt. Saswati Sinha and Sri Ratul Charan Ghosh have jointly executed a Deed of revocation of Common Passage which was duly registered in the office of the Additional District Sub Registrar at Howrah and recorded in Book No.1, Volume No.0502-2019, Pages from 166418 to 166435, Deed No.050205033, for the year 2019 in favour of Sri Thakur Das Ghosh on 9th July, 2019 and now the Common passage measuring about 128 Sq.ft are the bastu land of Sri Ratul Charan Ghosh and Smt. Manju Ghosh, Sri Soumen Ghosh and the said Sri Ratul Charan Ghosh and Smt Manju Ghosh, Sri Soumen Ghosh are enjoying jointly the Bastu land measuring about 128 Sq.ft.

AND WHEREAS while thus the aforesaid Soumen Ghosh while seized and possessed his 1/2 Share i.e. 01(One) Cottah 05 (Five) Chittaks 21 (Twenty One) Sq.ft out of 02 (Two) Cottahs 10(Ten) Chittaks 42 (Forty Two) Sq.ft bastu land along with 300 Sq.ft of R.T Shed Structure standing thereon within the limit of Howrah Municipal Corporation Ward No.39, he Gifted his aforesaid property unto and in favour of his Mother Smt. Manju Ghosh by virtue of a Registered Deed of Gift, duly executed on 14 August, 2019, and registered on 21 August, 2019, in the Office of the Additional District Sub Registry office at Howrah and recorded in Book No. 1, Volume No. 0502-2019, Pages from 224923 to 224950, being No. 050206667, for the year 2019.

AND WHEREAS Smt. Manju Ghosh is the Owner and Occupier of 01(One) Chittak 19 (Nineteen)Sq.ft comprised within Holding No.49, College Road, Now at present DR. A.P.J

Abdul Kalam Sarani, P.O.B. Garden, P.S. A.J.C Bose B. Garden Old Shibpur, District- Howrah, Pin- 711103, and 02 (Two) Cottahs 09 (Nine) Chittaks 23 (Twenty Three) Sq.ft comprised within Holding No.49/1, College Road, Now at present DR. A.P.J Abdul Kalam Sarani, P.O.B. Garden, P.S. A.J.C Bose B. Garden Old Shibpur, District - Howrah, Pin- 711103, total land in two Holding measuring about 02 (Two) Cottahs 10 (Ten) Chittaks 42 (Forty Two) Sq.ft vastu land along with 300 Sq.ft of R.T Shed Structure standing thereon within the limit of Howrah Municipal Corporation Ward No.39, which is more fully described in the Schedule 'A' hereunder written and hereinafter called the "said Property" free from all encumbrances.

AND WHEREAS at present the owners/First party are desirous of developing and improving of him above property as fully described in the Schedule "A" hereunder by way of demolishing the old structure thereupon and raising a new building in order to provide sufficient accommodation to make provision for the growing family of the owner and also for pecuniary benefit.

AND WHEREAS the owners/First party have no requisite fund and experience to materialize this dream into action that's why he has been lacking for appropriate financial help and given in this regard to a Second party.

AND WHEREAS, the Second party being an experienced and financially capable Developer on being approached by the Owners and after protracted negotiation it has been settled that the Developer will construct at their own cost and expenses a Multistoried building as per plan sanctioned by the Howrah Municipal Corporation and the owner's allocation has been mentioned in the Schedule "B" hereunder and the balance constructed area will be devolved upon the Developer. After having several discussion regarding the terms and con-

ditions of the Agreement, it has been settled that the terms and conditions should be fully embodied so that there should not be any confusion in the future towards the Agreement for Development of the said property. However, the Developer will start the construction after getting the new building sanction plan sanctioned from the Howrah Municipal Corporation Authority at his own costs and expenses and the proposed project to be completed within 24 months from the date of sanction of the said building plan.

AND WHEREAS that the developer have prior to this agreement made independent investigation about the title of the Owner and has approved or accepted the same that the property has good marketable title and free from all encumbrances.

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

ARTICLE - I ; DEFINITION :

Unless in these presents it is repugnant to or inconsistent the following words and/or expression shall mean as hereinafter mentioned.

- 1.1. **OWNER :** shall mean the abovenamed Owners/Vendors and their heirs, executors, administrators, legal representatives and assigns.
- 1.2. **DEVELOPER :** shall mean the abovenamed Developers or any other company formed by the abovenamed Developer having necessary license as would be required for such Development work, its successors-in-interest and office.
- 1.3. **THE COMMON PORTION ;** shall mean and include the common portions to be made and erected in the proposed Multistoried building as per sanctioned building plan by the Howrah Municipal Corporation.
- 1.4. **OWNER'S ALLOCATION :** The Developer shall at his own cost construct, erect and

complete the Multistoried building as per plan sanctioned by H.M.C in all respect and shall allocate the owner's allocation with 40%(Forty) of the total constructed area of the flat & Parking at the said premises of the Owner's Allocation as described in the Schedule 'B' hereunder together with the proportionate undivided share on the said land with the right, title, interest in common facilities and amenities at the said premises, including proportionate super built up area therein, which is morefully and particularly mentioned in the Schedule "B" hereunder.

1.5. **DEVELOPER'S ALLOCATION :** In consideration of the above the Developer shall be entitled to the remaining 60% out of the constructed area in the building to be constructed on the said premises in the said building to be constructed at the said premises described in the Schedule 'A' hereunder together with the proportionate undivided share on the said land with the right of user of common facilities and amenities. The Developer shall be entitled to enter into Agreement for sale and transfer in their own names or in the name of his Nominee and to receive and realize and collect all money in respect of said Developer's Allocation. The Developer shall at the outset handover physical possession of the owner's Allocation and only thereafter be entitled to execute and register Deed of Conveyance in favour of the intending Purchaser/Purchasers of any other Unit/Units in the proposed building pertaining to the Developer's Allocation.

1.6. **THE DATE OF DELIVERY:** shall mean and include the date on which the Owner shall handover the possession of the property to the Developer with an intimation of 01 month by the Developer to the Owner for starting the construction work at the said property as before or after sanctioned plan taking proper receipt of such acceptance. After making the construction of the Owner's Allocation, as mentioned in the Schedule 'B' hereunder shall be handed over to the Owner by the Developer and in that case the date of giving such possession shall

be noted as delivery of possession to the new construction and in either case proper receipt shall be obtained by the either party herein.

1.7. **SANCTIONED PLAN** : shall mean and include the new building plan which shall including modified building plan be sanctioned by the competent authority. After preparation of the building plan for sanction the Developer and Owner will mutually allocate their respective flat among them in the proposed building as described in Schedule 'B'.

ARTICLE - II : COMMENCEMENT :

2.1. This Agreement shall be deemed to have commenced on and from the date of execution of these presents.

ARTICLE - III : OWNER'S RIGHT AND REPRESENTATIONS :

3.1. The Owner represented themselves that excepting the Owners nobody else have any right, title and interest, claim or demand whatsoever or howsoever into or upon the said property.

3.2. That the Owners undertakes to handover the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property by the Second Party/Developer in lieu of the Schedule 'B' property.

3.3. That the Owners further undertakes to execute registered Power of Attorney in favour of the Second Party/Developer whereby the land Owners will give the Developer/Second Party all the powers required for the purpose of making such construction at Developer's own risk and cost as well as the power to negotiate for and make registered Deeds including agreement in respect of the unit or units comprised in the proposed building pertaining to the Developer's Allocation, but in no circumstances, the Developer or its representatives will do any act in contravention of this Development Agreement and thereby alienating the share

pertaining to the Owner's Allocations.

3.4. Notwithstanding anything contained in the instruments being Development Power of Attorney to be executed in favour of the Developer or its representatives by the Owners, this Development Agreement shall prevail over such instruments.

ARTICLE - IV : DEVELOPER'S RIGHT :

4.1. That on the power and by virtue of this Agreement, the Developer/Second Party is hereby empowered to raise the Multistoried building construction at the above mentioned property investing his own fund and resources and undertakes to erect the said building as per the sanctioned building plan at its own cost and expenses whatsoever required for construction of the building.

4.2. That the Second Party/Developer herein for the purpose of raising the construction shall have their right to enter into agreement for sale of flats etc. in respect of his own allocation upon the limit of built up area, as mentioned above and to that effect the Developer will be entitled to receive the earnest money from the intending purchasers. but at all material times, the Owner shall not be liable for such money or earnest money and full and final sale profit pertaining to Developer's Allocation. However, the Second Party/Developer shall have the right to execute register Sale Deed/Deed of conveyance in favour of the intending purchaser on behalf of the Owners after handing over possession of the Owner's Allocation.

ARTICLE - V: APPARENT CONSIDERATIONS :

5.1 That in consideration of the Agreement, the Owners to allow the Developers to construct the building at their own property, it is hereby settled that the Owners shall receive the following.

i) Owners will be allotted the constructed area including common area out of the total

constructed portion which will be allotted as per clause 1.4 of Article - 1, morefully and particularly mentioned in the Schedule -B hereunder written . Any Flat/ extra area/extraworks within Developer's Allocation which will be intend to purchase by the Owners from the Developer, in that event the Owners will pay as per market rate to the Developer and until and unless the full amount is being paid by the Owners, the Developer shall unable to deliver the possession of the said flat to the Owners. During Construction Owner will be provided separate accommodation and electricity charges will be paid by the Owner.

ARTICLE - VI : DEVELOPER'S RIGHT AND REPRESENTATION :

6.1. The Developers hereby undertake the responsibility to get the plan sanctioned from the concerned authority and start construction of the building and to complete the Owners share in complete habitable manner according to the sanctioned plan within 24 months from the date of sanction of the building plan. The time will be the essence of the agreement.

ARTICLE - VII : PROCEDURE :

7.1. The Owners shall grant to the Developer a Development Power of Attorney as may be required for the purpose of obtaining the sanction of the plan and all other necessary permission from the different authorities in connection with the construction of the building and also for pursuing the follow up the matter with the statutory body and other authorities, including entering into agreement for sale in respect of the Developer's Allocation area and execution of proper conveyance in favour of such purchasers and presentation of the conveyance for registration before any registering authority and do all needful for absolute sale of the same.

ARTICLE - VIII : BUILDING :

8.1. Keeping the Owner's indemnified, the Developer shall at its own cost and responsibility shall construct, erect and complete the building and the common facilities and also ameni-

ties at the said premises in accordance with the sanction plan with good and standard quality of materials with all facilities and amenities attached thereto. Workmanship/damage repair electricity charges to be paid by Developer and new electricity connection.

ARTICLE - IX : COMMON FACILITIES :

9.1. The Developer shall pay and bear all Municipal Taxes and Settlement Khajna and other dues and impositions and outgoing in respect of the said premises accruing due as and from the date of commencement of this Agreement till handover of the possession within the stipulated period in favour of the Owner. In respect of the Developer's portion the developer should bear the Municipal Taxes etc. till the completion of the total construction.

9.2. After the completion of the total construction, the Developer and the Owners including their respective assigns will bear the cost of common facilities and maintenance charges like cost of darwans if any, pump Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share of premium for the insurance of the building, if any, water, fire and scavenging charges etc.

ARTICLE : X : LEGAL PROCEEDINGS :

10. 1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend all actions, suits and proceedings, which may arise in respect of the Development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the Owners shall be borne and paid by the Developer alone.

ARTICLE - XI : MISCELLANEOUS :

11.1. The Owners and Developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owner or as a Joint Venture between the parties hereto in any manner nor

shall the parties hereto constitutes as an Association or persons.

11.2. The Owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owner shall execute any such Power Of Attorney and/or authorization in favour of the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, and matters and things do not in any way infringe on the right of and/or against the spirit of this Agreement.

11.3. It is expressly agreed by the Owners and Developer that within the stipulated time, they will not cancel the said agreement without showing any reasonable ground against this Agreement for Development and if the Owners strict to cancel the agreement then the Owners shall have to pay the entire expenses incurred by the Developer alongwith banking interest of the total investment which shall be ascertained by an Registered expert valuer at that time and such compensation shall be made clear at once at the time of cancellation of the agreement, otherwise the agreement shall be valid at all time.

11.4. The name of the building shall be decided later on by the parties on mutual understanding.

11.5. There is no existing Agreement regarding Development or Sale of the said premises and that all other arrangements, if any prior to this Agreement have been cancelled and are being suspended by this Agreement the property is free from all encumbrances, charge, liens, litigations etc.

11.6. It is expressly agreed by and between the parties hereto that the right, title and interest over and above the top roof will be in the custody with the Vendors and Flat Owners.

11.7. The Owner will hand over all the requisite documents in original to the Developer.

Owner to share all original documents. Developer has confirmed the sufficiency and legal validity of the requisit documents in original and also the copies of the available documents to indemnify the owner from any legal complication that may arise due to the development in future.

11.8. The Developer will not be allowed to do any type of immoral activities whereby the Owner as well as the neighbours are prejudicially affected.

11.9. This Agreement is bound upon all the legal heirs and successors of both the parties.

ARTICLE - XII : FORCE MAJEURE :

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

12.2. Force Majeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike and/or any other act or omission beyond the reasonable control of the Developer.

ARTICLE - XIII : ARBITRATION :

13.1. If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this Agreement, the same shall be referred to the Joint Arbitrators to be appointed by both the parties and this meaning of the Indian Arbitration & Reconciliation Act, 1996 or any statutory enactment or modification thereunder. In case of difference with the reference of the Joint Arbitrators to be appointed by the respective parties, The Joint Arbitrators will appoint an Umpire and his decision is final and binding upon the respective parties but in no event none of the parties

shall be entitled to stop the progress of construction or development of the said premises until such time and the award is given by the Arbitrators or the Umpire, as the case may be.

ARTICLE-XIV PREPARATION & REGISTRATION OF ANY KINDS OF DOCUMENTS:

ALL types of agreements, deeds etc. to be prepared at the instance of the Developer and Owners through their nominated Advocate for the project. The Purchasers of the respective units shall pay all expenses for preparation and registration of the Deed of Conveyances, The Developer shall deliver a certificate of possession to the Owner in respect of her flat in terms of this Deed. In each and every deeds to be executed by the Owner through her Attorney in respect of the units of the proposed building the Developer shall remain a Confirming party. Who shall acknowledge the transfer and/or sale a bonafide one.

SCHEDULE "A" REFERRED TO ABOVE

(Description of the Property)

ALL THAT piece and parcel of recorded as bastu land measuring about 01(One) Chittak 19 (Nineteen) Sq.ft comprised within Holding No.49, College Road, Now at present DR. A.P.J Abdul Kalam Sarani, P.O.B.Garden, P.S. A.J.C Bose B.Garden Old Shibpur, District- Howrah, Pin- 711103, and 02 (Two) Cottahs 09 (Nine) Chittaks 23 (Twenty Three) Sq.ft comprised within Holding No.49/1, College Road, Now at present DR. A.P.J Abdul Kalam Sarani, P.O.B.Garden, P.S. A.J.C Bose B.Garden Old Shibpur, District - Howrah, Pin- 711103, total land in two Holding measuring about 02 (Two) Cottahs 10(Ten) Chittaks 42 (Forty Two) Sq.ft bastu land along with 300 Sq.ft of R.T Shed Structure standing thereon within the limit of Howrah Municipal Corporation Ward No.39, within the jurisdiction of the District Registration Office and Addl. Dist. Sub Registration Office at

Howrah, A Deed plan or map of the total property is annexed herewith and shown therein "RED" border line, Total property is butted and bounded a following manner :-

ON THE NORTH : Property of Holding No.49/2, College Road.

ON THE SOUTH : Swarnamayee Road.

ON THE EAST : Property of Holding No.49/3, College Road.

ON THE WEST : Swarnamayee Road.

SCHEDULE "B" REFERRED TO ABOVE

Owners will be allotted the constructed area/flats out of the total construction area of multistoried building which is specifically mentioned below and balance 60% constructed area will remain in the Developer's allocation.

The Owners will get 40(Forty) % of the total constructed area at the said premises of the Owner's Allocation with in the proposed building alongwith all common facilities.

SCHEDULE "C" ABOVE REFERRED TO

COMMON AREA

1. The entire land or space lying vacant for municipal purpose within the said premises:
2. The common space of the said building.
3. The foundation columns, girders, beams, supports, main walls, main gate of the premises and the landing to the building and staircase.
4. The installation for common services such as the drainage system, water supply ar-

- rangements, electrical connection and other civil amenities of the said premises.
5. Reservoir in the ground floor and the reservoir on the roof of the top floor of the building, pump, motor, ducts and all apparatus and installations in the premises for the common use.
 6. Septic tank, soak pits and sewerage lines therein connected.
 7. Ultimate roof of the said building.
 8. All other areas, facilities and amenities in the premises which are intended for common use and are use by all other co flat owners of the building.
 9. Stair and Lift Facilities of the said building.

SPECIFICATION SCHEDULE

- a) That the proposed building/structure shall be of R.C.C Roof construction with all material of best quality.
- b) Walls will be built with first class bricks together with sands and cement mortar of specific proportion. Out side wall of the flat should be of 10" (Ten Inches) brick work and room partition, wall will be of 5" (Five Inches) width brick work and the Developer will provide a loft in the Flat.
- c) Main Door Sal Wooden frames and Commercial flush door and also Commercial flush door water proof will be provided at bedroom, P.V.C, door will be provided at toilet. The Developer will provide Handle lock in every Door.

- d) Good quality Indian made Aluminium sliding window with glass panel will be provided with M.S. grill.
- e) Flooring will be made with Marble/Vitrified tiles in bedroom, dining & verandah, marble/Vitrified tiles flooring in toilet and kitchen.
- f) Electrical wiring (Concealed) will be provided in bedroom and dining cum drawing room, 5 point each in room (including 1 plug point), kitchen, toilet & verandah, two points (including 1 plug point), one main switch also to be provided. Be it noted here that Fridge, T.V., Mixer, Geyser, Washing Machine point will be provided and the Developer also provide any extra light point if required at extra cost of Rs.500/- per point.
- g) Plumbing and sanitary arrangement will be provided as per normal specification (such as one Anglo Indian/European type W,C, including cistern And C.P. bathroom fittings of HINDWARE OR ESS CO), Glaze tiles up to 6'-0" from floor levels will be provided at bathroom.
- h) Inside walls will be Putty .
- i) Water connection, Black stone as cooking platform with 3'-0" high Glaze tiles over kitchen counter with steel sink will be provided in kitchen. One basin will be provided in dining space or in toilet as per choice.
- k) Lift facility for all the flat owners.
- L) Additional Facilities : Water supply for 24 hours except force majeure.

IN WITNESS WHEREOF the parties hereto signed on this Development Agreement at Howrah on this day, month and year first written above.

SIGNED SEALED AND DELIVERED AT HOWRAH

IN THE PRESENCE OF WITNESSES:

1. Suman Fadikar
H/2, Naskar Para Lane
Howrah - 03

2. Prasanta Nandy
Howrah Court

Manish Ghosh,

SIGNATURE OF THE OWNER

Drafted by me and prepared in my office.

Anil Nandy
Advocate, Howrah Court.

Enrolment No. F/1746/1637 of 2018.

Typed by me.

Prasanta Nandy
Howrah.

For PRISCON INDIA Pvt. Ltd.

Ritesh Banerjee.
Director.

SIGNATURE OF THE DEVELOPER.

Sl
No

Signature
of the Executants/
Presentants



Manish Ghosh.

Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little



Ritwik Banerjee.

Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
Thumb	Fore	Ring (Right Hand)		Little

GOVT. OF WEST BENGAL
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-007581488-1

Payment Mode Online Payment

GRN Date: 20/09/2019 12:32:30

Bank : State Bank of India

BRN : CKK6476944

BRN Date: 20/09/2019 12:33:10

DEPOSITOR'S DETAILS

Id No. : 05020001391217/2/2019

[Query No./Query Year]

Name : Pricon India Pvt Ltd

Contact No. :

Mobile No. : +91 9143291814

E-mail :

Address : 28by7 Collage Road B Garden Shibpur Howrah

Applicant Name : Mr Anik Nandy

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No	Identification No	Head of A/C Description	Head of A/C	Amount(₹)
1	05020001391217/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	5020
2	05020001391217/2/2019	Property Registration, Registration Fees	0030-03-104-001-16	21

In Words : Rupees Five Thousand Forty One only

Total

5041

Major Information of the Deed

Deed No :	I-0502-07536/2019	Date of Registration :	20/09/2019
Query No / Year	0502-0001391217/2019	Office where deed is registered	
Query Date	27/08/2019 11:13:57 AM	A.D.S.R. HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	Anik Nandy Howrah, Thana : Howrah, District : Howrah, WEST BENGAL, PIN - 711101, Mobile No. 9143291814, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 3,00,000/-	Rs. 67,98,335/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Howrah, P.S:- Shibpur, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: College Road, , Premises No: 49, , Ward No: 039 Pin Code : 711103

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	1 Chatak 19 Sq Ft	50,000/-	2,22,222/-	Property is on Road



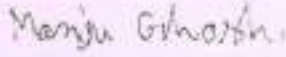
District: Howrah, P.S:- Shibpur, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: College Road, , Premises No: 49/1, , Ward No: 039 Pin Code : 711103

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2			Bastu	2 Katha 9 Chatak 23 Sq Ft	2,00,000/-	64,86,113/-	Property is on Road
Grand Total :				4.4275Dec	2,50,000 /-	67,06,335 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L2	300 Sq Ft.	50,000/-	90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	50,000 /-	90,000 /-	



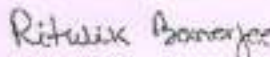
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Manju Ghosh Wife of Mr Sibdas Ghosh Executed by: Self, Date of Execution: 20/09/2019 , Admitted by: Self, Date of Admission: 20/09/2019 ,Place : Office	 20/09/2019	 LTI 20/09/2019	 20/09/2019
49/1, College Road, P.O:- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ASSPG1147N,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/09/2019 , Admitted by: Self, Date of Admission: 20/09/2019 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Prison India Pvt Ltd. 28/7, College Road, P.O:- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103 PAN No.:: AABCP8411G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Ritwik Banerjee (Presentant) Son of Mr Amiya Banerjee Date of Execution - 20/09/2019, , Admitted by: Self, Date of Admission: 20/09/2019, Place of Admission of Execution: Office	 Sep 20 2019 1:23PM	 LTI 20/09/2019	 20/09/2019
2/2, Motilal Majumder Lane, P.O:- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGMPB6504C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Prison India Pvt Ltd. (as director)				

Identifier Details :

Name	Photo	Finger Print	Signature
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Mr Prasanta Nandy
Son of Late B K Nandy
Howrah, P.O:- B Garden, P.S:- Howrah,
Howrah, District:-Howrah, West Bengal,
India, PIN - 711101



20/09/2019



20/09/2019

Prasanta Nandy

20/09/2019

Identifier Of Mrs Manju Ghosh, Mr Ritwik Banerjee

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Manju Ghosh	Priscon India Pvt Ltd.-0.146667 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mrs Manju Ghosh	Priscon India Pvt Ltd.-4.28083 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Manju Ghosh	Priscon India Pvt Ltd.-300.00000000 Sq Ft

Endorsement For Deed Number : I - 050207536 / 2019

On 20-09-2019

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

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

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

Presented for registration at 12:51 hrs on 20-09-2019, at the Office of the A.D.S.R. HOWRAH by Mr Ritwik Banerjee

Certificate of Market Value (WB PUVI rules of 2004)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 67,98,335/-

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

Execution is admitted on 20/09/2019 by Mrs Manju Ghosh, Wife of Mr Sibdas Ghosh, 49/1, College Road, P.O: B Garden, Thana: Shibpur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711103, by caste Hindu, by Profession House wife

Identified by Mr Prasanta Nandy, , Son of Late B K Nandy, Howrah, P.O: B Garden, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Business

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

Execution is admitted on 20-09-2019 by Mr Ritwik Banerjee, director, Priscon India Pvt Ltd. (Private Limited Company), 28/7, College Road, P.O:- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103

Identified by Mr Prasanta Nandy, , Son of Late B K Nandy, Howrah, P.O: B Garden, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Business

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 20/09/2019 12:33PM with Govt. Ref. No: 192019200075814881 on 20-09-2019, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKK6476944 on 20-09-2019, Head of Account 0030-03-104-001-18

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 5,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3844, Amount: Rs.5,000/-, Date of Purchase: 17/09/2019, Vendor name: Arun Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/09/2019 12:33PM with Govt. Ref. No: 192019200075814881 on 20-09-2019, Amount Rs: 5,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKK6476944 on 20-09-2019, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

[Faint circular stamp]

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0502-2019, Page from 258314 to 258344

being No 050207536 for the year 2019.



Digitally signed by KAUSTAVA DEY
Date: 2019.09.23 11:56:57 +05:30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 23-09-2019 11:56:15
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
West Bengal.

(This document is digitally signed.)