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DEVELOPMENT AGREEMENT

Page 1 of 16

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Sold to Manali Construction

Address Sonamukhi, Bankura

Value of Stamp Sooof

Date of Purchase of the Stamp

Paper from Treasury from Where

Purchase:- Durgapur



Ram Prasad Banerjee
Stamp Vender
A.D.S.R. Office, Durgapur-16
No-1/93



Addl. Dist. Sub-Registrar Durgapur, Paschim Bardhaman

2 FEB 2021

THIS DEVELOPMENT AGREEMENT is made before the Additional District Sub-Registrar Office at Durgapur on this 2nd day of February, 2021,

BETWEEN

SRI PITAMBAR DAS [PAN No. - ALAPD6525C & Aadhaar No. - 2629 2556 6820], son of Late Tarak Nath-Das, by Occupation - Business, by Caste - Hindu, Nationality - Indian, residing at Ratanganj, Sonamukhi, P.O: & P.S:- Sonamukhi, PIN - 722207, District: -Bankura, West Bengal, India; hereinafter called and referred to as LAND OWNER (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the FIRST PARTY of the ONE PART

MANALI CONSTRUCTION [PAN No. - ANGPO2521C], having its Registered Office at Sonamukhi, Dewen Bazar, P.O. & P.S. - Sonamukhi, District - Bankura, PIN Code - 722207. State - West Bengal, India; being represented by its sole proprietor Sri SHYAMAL DUTTA [PAN No. ANGPD2521C & Aadhaar No. - 6527 8942 2637], Son of Late Santi Ranjan Dutta, by Occupation - Business, Nationality - Indian, Residing at Sonamukhi, P.O. & P.S. - Sonamukhi, District - Bankura, PIN Code - 722207, State - West Bengal; hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors or successor-in-office, legal representatives, executors, administrators and/or assigns) of the SECOND PARTY of the OTHER PART.

WHEREAS the Land Owner is the absolute owner, in possession, enjoyment and sufficiently entitled to all those pieces or parcels of Baid land or premises or the property admeasuring about more or less 10 (ten) decimal being situated at District - Paschim Bardhaman, Sub-Division - Durgapur, P.S. - New Township, Mouza - Fuljhore, J.L. No. - 107, R.S. Plot No. - 489 & L.R. Plot No. - 3188, L.R. Khatian No. 2371; as its absolute owner in fee simple free from all encumbrances which is fully mentioned and described in the schedule hereunder written and hereinafter referred to as the "SCHEDULE PROPERTY".

AND WHEREAS the said "SCHEDULE PROPERTY" was gifted by Tarak Nath Das (Father of the Land Owner) & Smt. Manjulika Das (Mother of the Land Owner) to his son Sri Pitambar Das, by virtue of Registered Deed of Gift being No. I - 57 of 2001 dated 24.11.2001.

AND WHEREAS, in the year 1992, Sri Tarak Nath Das & Smt. Manjulika Das separately purchased the said schedule property from Sri Mrinal Kanti Das & Sri Mukul Kanti Das by virtue of two separate Registered Sale Deeds respectively vide (1) Registered Deed of Sale No. 1 - 6067 dated 22.09.1992 and (2) Registered Deed of Sale No. I - 6066 dated 22.09.1992.

AND WHEREAS, the Secretary of the Durgapur Municipal Corporation, Durgapur, has been issued the Mutation Order in favour of Sri Pritambar Das (the Land Owner) vide Memo No.-

DMC/MUT/1820/02 dated 26.06.2002 and DMC/MUT/1821/02 dated 26.06.2002 in respect of the said Schedule Property.

AND WHEREAS, the Revenue Officer of the Block Land & Land Reforms, Faridpur - Durgapur has been issued the Certificate of Mutation in favour of **Sri Pritambar Das** (the Land Owner) vide Memo No. 1766 dated 30.08.2005 & Mutation Case No. 1386/05 in respect of the said Schedule Property.

AND WHEREAS the Land Owner or the first party of the one part herein, have become the absolute owners of the SCHEDULE PROPERTY since the date of gift from & on 22.09,1992 and they have been enjoying the same with absolute right, title and interest since then and they have clear and marketable title to the SCHEDULE PROPERTY more particularly described in the Schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line.

AND WHEREAS the Developer or the Second Party of the other Part is the sole proprietor of the firm under the name and style of MANALI CONSTRUCTION having its Registered Office at Sonamukhi, Haranath Road, Dewan Bazar, P.O. & P.S. – Sonamukhi, District – Bankura, PIN Code – 722207, State – West Bengal.

- A. WHEREAS the facts described above mean and conclude that the Land Owner hereto are the recorded Owner and rightful legal owner and in possession of the aforesaid Baid land or premises or the property admeasuring about more or less 10 (Ten) decimal more particularly described in the below mentioned Schedule Property.
- B. AND Whereas the Land Owner has been searched a Developer to develop the land described in the Schedule of this Development Agreement into a Multistoried Building (Residential) Complex.
- C. AND Whereas the Developer herein have approached the Land Owner with an intention to develop the said property of the Land Owner and pursuant to the negotiations by and between the parties hereto and subject to the necessary approval being granted by the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 which approval/sanction is agreed to be persuaded by the Developers at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the Municipal Corporation of Durgapur, which responsibility is agreed to be shouldered by the Developers herein as a result of which hereof the Land Owner are desirous of appointing the Developers as develops of the said property by erecting new Multistoried Building (Residential) Complex thereon, more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions hereinafter appearing:
- D. AND Whereas the Land Owner represented to the Developer as follows:

- I. That the land owner or the first party of the one part are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of Bastu land or premises or the property admeasuring about more or less 10 (Ten) decimal more particularly described in the below mentioned Schedule Property.
- II. That the Schedule Property is free from all sorts of encumbrances, attachments, charges, acquisition, requisition, legal flaws, claims, demands, dues, notices, religious or family disputes, etc. in any nature whatsoever.
- III. That the said Schedule Property is inherited property as well as gifted property; the owner has agreed to cooperate with the Developer for the construction of a superstructure on the land beneath the said property.
- IV. That the said Schedule Property is not affected by any Road Alignment.
- V. That the landlord / the Land Owner or the first party of the one part have not entered into any agreement with any person in respect of the said Schedule Property or create any charge on the said Schedule Property and during pendency of this agreement for development of the said Schedule Property; the first party shall not enter into any agreement with any other Developer or Promoter or create any change in respect of the proposed Multistoried Building to be constructed by the Developer on the said Schedule Property.
- VI. That no notice of attachments, acquisition or requisition received from any competent authority in respect of the said Schedule Property.
- VII. That there is no embargo or outstanding dues in respect of Income Tax of the owners and / or any notice of attachments received from the Income Tax Authority under the provisions of the Income Tax Act 1961.
 - III. That the Land Owner shall comply with all requisitions for the purpose of development of the said property.
- E AND WHEREAS the Developer represented to the Land Owners as follows:
 - I. That the Developer accepts the proposal of the Land Owner to develop the said schedule property by erecting new Multistoried Building (Residential) Complex thereon, more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions herein provided;
 - a) That the Developer or the Second Party has agreed to provide as well as to deliver 3

 (Three) numbers of 2BHK Flat/ apartment in the "HARA KUSUM APARTMENT

 PHASE IX " to the Land Owner or the First Party within the Multistoried Building

 Residential Complex ("HARA KUSUM APARTMENT PHASE IX ") to be constructed over the said Schedule landed property and delivered specification has to be agreed as follows:
 - i) One Flat / apartment should be on the First Floor as 2BHK (two bed room, one dining, one kitchen, two toilet, One veranda and one Balcony)

- ii) One Flat / apartment should be on the Second Floor as 2BHK (two bed room, one dining, one kitchen, two toilet, One veranda and one Balcony)
- iii) One Flat / apartment should be on the Top Floor as 2BHK (two bed room, one dining, one kitchen, two toilet, One veranda and one Balcony)
- iv) A Lift or Elevator must be provided in the "HARA KUSUM APARTMENT PHASE -
- a. The Land Owner or the 1st Party will be vacant the Schedule Property as well as premises for Development the said land within fifteen days from the date of signing & executing of this deed of development agreement.

DEFINATION:

Unless this presents it is repugnant or inconsistent with:

- The OWNER shall mean the Land Owner mentioned in this indenture hereinabove and /or its successors, legal representative, heirs, executors, administrators and assigns.
- 2) The DEVELOPER shall mean "M/s, MANALI CONSTRUCTION" being represented by its sole proprietor Sri SHYAMAL DUTTA as mentioned in this indenture hereinabove and /or its successors, legal representative, heirs, executors, administrators, nominees, liquidator and/or assigns.
- The PROPERTY shall mean all the land premises mentioned in the Schedule hereunder written within the limits of the Durgapur Municipal Corporation, District – Paschim Bardhaman, and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line which more particularly described in the below mentioned Schedule Property.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- That the Land Owner or the first party of the one part do hereby nominate, entrust, constitute and appoint the Developer to develop the said Schedule Property at their (Developer) own cost more particularly described in the Schedule hereunder written by constructing building/s thereon as per the plans/specifications to be approved and/or sanctioned by the Durgapur Municipal Corporation and the Asansol Durgapur Development Authority and the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976.
- 2. That the Land Owner do hereby authorized the Developer to exercise the rights, powers, privileges and benefits of the Land as an Owner and the Land Owner should be executing a Power of Attorney in favour of the Developer and the Developer agrees to the name of the proposed Multistoried Building Complex / Apartment commonly known as "HARA KUSUM APARTMENT PHASE IX".
- That in view of the said Agreement for the development and construction of a Multistoried Building Complex over the said schedule landed property of this development Agreement

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proposed to any construction which is beneficial to the developer and as per the approval of the Competent Authority and in lieu of which the Developer agreed that the developer will hand over as well as to deliver 3 (three) numbers of 2BHK Flat/ apartment (Owner's allocation) in the Multistoried Building Complex "HARA KUSUM APARTMENT PHASE - IX" to be constructed in the said Schedule land in favour of the Land Owner or the First Party.

- THAT in consideration of the Land Owner is granting exclusive rights to the Developer under this Agreement, except owners allocation in the "HARA KUSUM APARTMENT PHASE - IX" as aforesaid.
- 5. THAT the Land Owner have agreed to hand over the physical peaceful possession of the said Schedule Property as well as land to the Developer on the date of signing of this Agreement and Development Power of Attorney will be given within seven days of this development agreement and have allowed the Developer to go ahead with the development work in the Schedule property that is the development of the Multistoried Building Complex ("HARA KUSUM APARTMENT PHASE IX").
- 6. THAT the Developer will construct the said Schedule Property by erecting new Multistoried Building (Residential) Complex thereon, more particularly described in the Schedule hereunder written and shall get the plan approval/sanction is agreed to be persuaded by the Developers at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the Durgapur Municipal Corporation, Durgapur 713216, District Paschim Bardhaman.
 - THAT the Developer may bring their construction of residential, Apartments or Building or whatsoever to be installed and provided in the building shall be new and of standard mark and good quality and according to the plans and device of the architect, on which the Land Owner shall not create any interference or objection for the type or the quality of the construction.
- 8. THAT the Land Owner will not have any physical or legal claim over it and right and interest shall accrue upon the Developer in respect of the Multistoried Building Complex ("HARA KUSUM APARTMENT PHASE IX") to be constructed in the said Schedule landed property. As aforesaid, constructed saleable area of the said building complex, which shall be the exclusive property of the Developer, with the exclusive right and interest upon which the Land Owner shall not have any sort right and interest in any manner, in the said Multistoried Building Complex to be constructed in the said Schedule landed property.
- 9. THAT it will have equitable right and interest over the common area like passage, terrace, lift, guard room, generator & its room, etc. after the units of the complex are sold to them (buyers as well as flat/unit owners) respectively, and the Developer will not claim his any right on and over the same in any manner in respect of water tanks, pump, generator, lift, machine room, guard room etc.
- 10. THAT the Developer agrees and undertakes that project will be complete within 24 months (effective after sanctioning the Plan from approved authority) and also further additional

grace period of 6 months and the time is the essence of the contract and the Developer will hand over the units of the complex which will sell to them (buyers as well as flat/unit owners) respectively as per this agreement irrespective status or progress of the construction. The Developer shall construct the said building complex as per specification and approved plan of the said building complex by the competent authority within stipulated period of time from the date of finalization or approval from the competent authority for the said construction of the building complex over the said Schedule landed property.

- 11. THAT the Land Owner undertakes and agrees that they will be execute the Registered Power of Attorney in favour of the Developer to be used for sale of the units / flats of the building complex over the said Schedule landed property to facilitate the speedy construction of the building complex for which the Developer shall bear and pay all costs and expenses of incidental, stamp and registration etc. and to facilitate the speedy and time bound construction of the building complex/ Apartment like digging tube wells and removing the debris and strengthening and rising the existing compound wall and gate and construction of the site office and labour shed etc.
- 12. THAT the Land Owner hereby allow and permit the Developer to obtain/borrow the project finance for the aforesaid proposed scheme from any financial institution with mortgaging the said property or any part thereof. The responsibility of repayment of the said loan shall be borne by the Developer alone. Land Owner shall not be responsible for the aforesaid loan amount or any cost thereof.
- 13. THAT the Developer shall be entitled to appoint Architects, Engineers, Surveyors, Designer, Contractors, Agents and other personnel and shall be entitled to take all such steps as may be necessary or incidental for such development and construction work at their own costs and expenses.
- 14. THAT the Land Owner shall sign the necessary documents to enable the Developer to obtain all necessary permissions and sanctions as may be required.
- 15. THAT the Developer agrees and undertakes to obtain all sorts of Government clearances and Government sanctions from the competent authorities for complete the construction of the proposed multistoried building complex upon the said Schedule Property of this agreement at their own cost and the owner shall not be liable for reimbursement of any costs, charges and expenses for any reason.
- 16.THAT the Land Owners do hereby allow and permit the Developer to display Advertisement/sign board on site at any time after execution of this Agreement. That the Developer shall have full liberty to generate funds by advertisements, selling, booking of the shops/ offices/ flats/ apartments of the multistoried building proposed to be constructed on time over the said plot of land. That the Developer shall have full liberty to advertise for the sale of built up spaces (i.e. Apartments) out of the multistoried building proposed to be constructed on time over the said plot of land together with the undivided share and interest in the said plot of land on the Schedule Property to the intending buyers, and the developer shall also have the absolute right, power and authority to receive all moneys from such buyers

being the agreed sale price thereof and to retain and appropriate the same in their absolute discretion. The Developer shall be solely entitled for booking of all the units/ flats of the proposed construction of the building complex and to receive the payments of such sale/ booking of the units/ flats excluding owner's allocation.

- 17. THAT the Land Owner does hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said land herby agreed to be developed/sold and it shall have absolute right and full authority and power to develop the said land in accordance with the sanctioned plans or the revised plan as may be sanctioned by the Durgapur Municipal Corporation and No Objection Certificate from ADDA and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various built-up spaces in the proposed building to the prospective buyers for such price as it may fix or agree upon in its absolute discretion (of the Developer).
- 18. That the Owner gives license and permission to the Developer to enter upon the said property with full right and authority to commence, carry on and complete development thereof, in accordance with the permission & terms herein mentioned. The said license to develop the property will be personal to the Developer and under no circumstance the Developer will assign his title, right and interest to any other party, except with the prior written consent of the Land Owners. However the Developer shall be entitled to enter into separate contracts in his own name with building contractor(s), architect(s) and others for carrying out the development at his own risk and costs.
- 19. That the Land Owner will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and staff employed by the Developer and the disputes/ differences related thereto and accrued thereupon to any Government agencies or any local bodies in respect to the construction of the proposed building upon the said land of this agreement and that will be the sole responsibility of the Developer including all legal consequences related thereto and owner shall not be responsible for the same.
- 20. THAT the Land Owners will not be liable or responsible for any untoward incident or accident that may occur during the construction work of the said building complex and the Developer shall be solely responsible for all the consequences of the same and indemnify the Owner in case of such eventuality.
- 21. THAT in case there is any accident in the aforesaid construction project, the Developer shall be fully responsible for all the consequences of the same under the Workmen Compensation Act or any other acts in force. If the Owner is ordered to attend a court or is requested or his presence is required by any other authority in this connection, the Owner will empower the Developers to attend the court/authority concerned on his behalf and the Developer agrees to compensate the Owner fully in case an adverse order is passed or any compensation is ordered to be paid by the Owner by any court, judicial authority or any other competent authority.
- 22. THAT the Developer shall abide by the specification and ensure to use new and standard mark and good-quality entire building materials according to the proposed plan.

- 23. THAT the Land Owner shall not be held responsible for any dispute between the purchaser of the units/ flats and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
- 24. That the Developer's liability for the payment of all type of taxes in respect to the newly constructed building over the schedule land shall cease after the handing over the unit(s)/flat(s) to the respective buyers and then onwards it will be the responsibility of the respective unit(s)/flat(s) owners to pay the Government Taxes.
- 25. THAT the Land Owner shall answer all reasonable requisitions on the title to be made by the Developer and shall establish good valid and marketable title to the property hereby agreed to be developed/sold.
- 26. That the Land Owner has declared and assured the Developer that the schedule property is free from all sorts of encumbrances, i.e., mortgage, charges, gifts, debts, liens, wills, exchanges, attachments, injunction notice prior agreement to sell/collaboration agreement and shall also keep the property free from all sorts of encumbrances till the completion of the building, sharing of the respective portions in the new building and registration of their respective portions. And no legal case, cases, suit before any legal Court of Justice in respect of schedule land of this Agreement.
- 27. THAT it is specifically understood and agreed by and between the parties hereto that all the original title deeds relating to the said property shall always keep in the custody of the Land Owner and they shall produce the same as and when the same is required for verification and/or for any purpose without assigning any excuse or reason.
- 28. THAT the Land Owner hereby assure the Developer that they shall obtain the necessary consent letter / No objection Certificates / papers / Documents required for the aforesaid proposed transaction of Development from the various Government/semi Government Department and offices, exclusively from and out of their own earnings and saving and produce the same at the time of Registration of the sale Deed.
- 29 THAT the property nearby agreed to be developed is believed and shall be taken to be correctly described in the schedule hereunder written and in the event if any misstatement, error or omission shall be dissevered the same shall not annul this contract/agreement but all such misstatement, error or omission will always be subject to correction by the parties hereto.
- 30. THAT it is clearly understood and agreed that the Land Owner does hereby agree to sign the plans, revised plan, execute bonds, swear an Affidavit and also to sign the necessary forms and applications etc. required to be submitted to various Government and other authorities. They also agree to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanctions to the revised plans, provided the Developer pays/deposit necessary sums in the office of the Durgapur Municipal Corporation in the name of the owners.

- 31. THAT it is clearly understood and agreed by the Land Owner that they shall deliver a vacant and peaceful possession of the aforesaid property to the Developer or his nominee (s) or the intended unit/flat purchaser at the time of Registration of the sale Deed in respect of Flat.
- 32. THAT the Land Owner shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer as per the sanctioned plan and / or after getting the Revised plans as may be sanctioned by the Durgapur Municipal Corporation.
- 33. THAT after the Development Agreement, the Land Owner will be execute a power of Attorney empowering and authorizing to the Developer or any person (s) to be nominated by the Developer to sign/execute various Agreements to sell, sale Deeds, Deed of Declaration, Various Apartments Deeds, Correction Deeds, Supplementary Agreements, Building Maps, Revised Building Maps, Applications, Affidavit, Declarations and all other kinds of Documents on their behalf and/ or otherwise required by law and to do all things necessary to complete the transfer of the property hereby agreed to be developed/sold and the power will not be withdrawn or revoked by the Owners until the transactions envisaged herein is completed in all respects.
- 34. THAT the Agreement is subject to jurisdiction of the competent civil court at Durgapur,
 District Paschim Bardhaman.
- 35. THAT all disputes arising out of the Agreement or regarding any matter connected with the Agreement or any dispute between the Owners and the Developer with regard to the terms of this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of two Arbitrators one to be appointed by each party. The decision of the Arbitrators shall be final and binding upon both the parties. The provisions of the Arbitration Act, 1996 as modified from time to time and in force shall apply to such arbitration. The place of Arbitration shall be at jurisdiction of the competent civil court at Durgapur, District Paschim Bardhaman. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.
- 36. THAT the Developer hereby conveys the Land Owners that the building plans of the proposed multistoried building to the Durgapur Municipal Corporation has been sanctioned and the construction of the proposed multistoried building is being carried as per the plan sanctioned by Durgapur Municipal Corporation.
- 37. THAT on registration of the sale Deed (s), the Land Owner agree to render necessary assistance in obtaining the mutation of the respective undivided portion/share and interest in the said piece of land in favor of each such individual prospective buyer in all relevant records.
- 38. THAT the developer also agrees to pay Durgapur Projects Limited or West Bengal State Electricity Board or any authorized electricity authority for obtaining electric connection line & meter and water connection line & meter charges, G.S.T. or sales tax vat or any other taxes time to time enforced as may be levied by the government of West Bengal or Government of

India on cost of constriction taster construction and/or wages paid theirs for and shall always keep the Land Owner indemnified against the stamp in the like manner the Land Owner does hereby allow and permit to developer to installed a transformer for supply of electricity for the proposed multistoried building as per the Rules and regulations of the Durgapur Projects Limited or West Bengal State Electricity Board or any authorized electricity authority. However the expenses required for such installation shall be borne and paid by the Developer/prospective purchaser to the conceded department.

- 39. THAT the Developers shall be liable to pay all charges and deposits for obtaining sewer, Water and Electricity connections and meters in the proposed building.
- 40. THAT all expenses on account of the preparation of the Agreement/Deed including the cost of stamp Duty and Registration fees payable hereon and lawyer's fees have been agreed to be borne and paid by the Developer.

LAND OWNER'S FURTHER OBLIGATION

The Land Owner hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said land by the development agreement if anything is not going against the spirit of this agreement.

The Land Owner hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and / or disposing of the whole premises.

The Land Owner hereby agree that the Developer may take loan/ borrow to any bank or financial institutions to meet its financial requirements in respect of the construction of the proposed building upon the said land by this agreement

The Land Owner hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the respective unit/ flat in favour of the purchaser/ assignees/ transferees nominated by the Developer in respect of the developed construction over the said the schedule land.

DEVELOPER'S FURTHER OBLIGATION

The Developer further agrees and covenants with the Owner to get the subject project cleared by all authorities that may be necessary for the purpose of the construction.

The Developer further agrees and covenants with the Owner not to violate or contravene any of the provisions or rules applicable for the construction of the proposed building as a result of which the obligations and liabilities will accrue upon the Owner.

DEVELOPER'S RESPONSIBILITY

The Developer further agrees and covenants with the Owner that the Developer shall able to complete the construction work within stipulated period i.e. 24 months (effective after

sanctioning the Plan from approved authority) and also further additional grace period of 6 months from the date of it become effective and the Developer shall be issued the Certificate of Completion within 3 (three) months after completion of the construction work / development of the Multistoried Building Complex ("HARA KUSUM APARTMENT PHASE - IX").

OWNER'S INDEMNITY

The Owner hereby indemnifies the Developer of any defect in the title of the property and marketability of the title.

The Owner hereby undertakes and indemnifies the Developer that the Developer shall entitle to the said construction and shall enjoy the whole premises without interference or disturbance provided the Developer performs and observes and fulfills all the terms and conditions herein contained and/or their part to be observed, performed and/or fulfilled.

DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owner indemnified from and against all third parties' claims action arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

REVOCATION

The Land Owner has every right to revoke and/or rescind this development agreement after 24 months (effective after sanctioning the Plan from approved authority) and also further additional grace period of 6 months from the date of it become effective, if the Developer shall unable to complete the construction work or fail to make payment and/or deliver of flat(s) according to this agreement, for that the Land Owners has to give one month clear notice to the Developer.

The Developer has every right to revoke and/or rescind this development agreement if due to litigation in land, the Developer could not able to start construction work and for the same the Developer has to give one month clear notice to the Land Owners and the Land Owner shall refund the entire amount or entire consideration which they received from the Developer.

MISCELLANEOUS

It is agreed that the Developer shall have the absolute right to name the building complex and the Owner shall not object the same. It is agreed that the Developer/ the Owners shall incorporate a clause in their respective document so that successors in interest does not change the name of the said building complex once the same is completed.

It is agreed between the parties that in case of registration of these present stamp Duty and Registration fees & other misc. expenses including lawyer's fees for registration of this agreement and/ or Power of Attorney as contemplated under this agreement shall be borne and paid by the Developer.

It is agreed that the Developer is free to purchase or take on the development agreement from other party/ parties, any land which is connected/ adjacent to the schedule property. The Developer shall be free to develop comprising the land taken from the land owner and schedule premises taken from the land owners and schedule premises may be used for the entry / exit purpose to other lands acquired from other land owner and in this regard the Owner will not have any objection or will not raise any claim.

It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not mention herein. The Owner hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute additional Power of Attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/or affect the rights of the Owner in respect of the said plot and/or go against the spirit of this agreement and the Owner hereby indemnify the Developer for the above.

Any notice required to be given by the Developer shall be deemed to have been served on the Owner if, delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or send by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

It is hereby agreed between the parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the schedule premises to its nominee(s)/ assignee(s) which may be any group concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owner shall execute needful legal/ formal document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

It is pertinent to mention here that the Land Owners have or shall have not transferred their right, title, interest of the Schedule Property in favour of the Developer.

FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike, lockout, lockdown, pandemic and/ or any other act or omissions beyond the control of the parties hereto.

SCHEDULE OF PROPERTY

(LAND)

In the District - Paschim Bardhaman, Sub-Division - Durgapur, Ward No. - 25, Durgapur Municipal Corporation, Holding No. - 114/N, Durgapur - 713206, P.S. - New Township, Mouza - Fuljhore, J.L. No. - 107, R.S. Plot No. - 489 & L.R. Plot No. - 3188, L.R. Khatian No. 2371 pieces or parcels of *Baid* land or premises or the property admeasuring about more or less 10 (ten) decimal and within the limits of Durgapur Municipal Corporation and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line and butted and bounded by:

North - Plot of Sri Nanda Mallick

South - 150 feet wide Jaharlal Neheru Avenue (Fuljhore)

East - Plot & House of Sri Pranab Mallick

West - Plot & House of Chittaranjan Ghorui

SECOND SCHEDULE REFERRED TO ABOVE

(Specification of the Building)

Foundation :-

Reinforced cement concrete structure (ISI mark)

Structure :-

R.C.C. Frame Structure (Iron rod specification ISI mark)

Wall:-

Bricks work (A-Grade)

Cement plaster:-

Outside walls will be 20.0 mm, inside walls will be 15.0 mm & ceiling will be 10.0 mm.

Water Supply:-

24 Hrs. supply of water from captive and deep tube-well.

Water supply line in Kitchen & in all toilets.

Electrical Specification:

All the electrical equipments such as Main Switch, MCV, Meter Box, Fuse, Distribution Box should be used with ISI mark from standard company.

All the electrical wires should be used fire radiant quality with ISI mark from standard company.

BEDROOM DETAILS

Wall Finish: Smooth white putty with a coat of Primer.

Floor Finish: Floor Tiles (2' x 2' = 4 sq. feet)

Door: Wood frame (100mm X 60 mm) with 30 mm thick wooden flush doors painted with 2 coats of synthetic enamel paint on a coat of primer with standard fittings with ISI mark from standard company.

Window: Anodized Aluminium frame with glass (sliding) along with squire bar grill.

Electrical Points: General light & plug points with A.C. and T.V. points

TOILETS DETAILS

Wall Finish: 8" X 12" Designed Glazed tiles up to Lintel level, smooth white putty with a coat of primer.

Floor Finish: Antiskid Tiles (size 16" X 16")

Door: P.V.C. door and frame.

Window: Anodized Aluminium frame with glass (sliding) along with squire bar grill.

Electrical Points: General light points, geyser point, exhaust & Plug points.

Fittings: EWC with P.V.C. Cistern, sanitary ware of I.S.L quality for water supply, overhead shower and wash basin.

KITCHEN DETAILS

Kitchen Platform: White/Red/Bottle green Granite:

Shelves: R.C.C. shelves for storage on one of the wall of the kitchen. Sink: Steel Sink without Drain Board to be fitted in working counter.

Wall Finish: (cooking counter and sink area only) Glazed tiles in walls of tile size 8"X12" up to 4

feet height above cooking counter sink.

Floor Finish: Floor Tiles (2' x 2' = 4 sq. feet)

Door: Wood frame (100mm X 60 mm) with 30 mm thick wooden flush doors painted with 2 coats of synthetic enamel paint on a coat of primer with standard fittings.

Window: Anodized Aluminium frame with glass (sliding) along with squire bar grill.

Electrical Points: Power point. (one number), exhaust fan point (one number), lights points (two

numbers), chimney, Grinder, Micro-oven Points

DRAWING/ DINING DETAILS

Wall Finish: Smooth white putty with a coat of Primer.

Floor Finish: Floor Tiles (2' x 2' = 4 sq. feet)

Door: Hard Wood frame (100mm X 60 mm) with 30 mm thick wooden flush doors painted with 2

couts of synthetic enamel paint on a coat of primer with standard fittings

Window: Anodized Aluminium frame with glass (sliding) along with squire bar grill.

Fittings: one wash basin

Electrical points: Fridge point with general light/fan points, A.C. and T.V. Points

ELECTRICAL WIRING DETAILS

Concealed P.V.C. Copper wiring with adequate Earthling shall be provided. Power point for A.C. in bedroom and drawing/dining.

All electrical switches and accessories of standard make I.S.I. quality with adequate points, lighting, sockets, outlets etc. shall be provided including celling fixture for fan.

LIFT DETAILS

6 Passengers 408 Kg (1 set) semi-automatic lift with S.S. body.

EXTERNAL WALL DETAILS

All external wall shall be painted with one coat of primer with one coat of putty with two coats of weather-coat acrylic emulsion paint (BERGER/ICI/ ASIAN PAINTS/DULUX).

THIRD SCHEDULE REFERRED TO ABOVE SHOULD BE BORN BY THE FLAT OWNER(S)

[Maintenance Charges]

Repairing, rebuilding, repainting, improving or other treating of Boundary walls, Building/s, Security Room & etc.

Repairing, rebuilding of Garden & Roads, Ground, Drainage, Sewerage and etc.

Repairing of Lift, Generator, community electric wiring. Electrical equipments & fittings and if purchasing of new Lift, Generator, electrical equipments & fittings.

Repairing, rebuilding of underground & overhead water tank, pump, pipe line for water supply. Electric charges for all common areas.

Salary and wages of staff of maintenance.

B.L. & LRO. rent & Municipality Taxes including Holding Taxes / Panchayat taxes for individual Flat / plot and all common parts situated at "HARA KUSUM APARTMENT PHASE - IX".

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of the Land Owner and representative of the Developer are attested in additional pages in this deed being nos. 1(A) 1 pages i.e. in total number of page and these will be treated as a part of this deed.

IN WITNESS WHERE OF THE LAND OWNER AND THE DEVELOPER here in above named have hereto set their respective hands and signed this DEED OF DEVELOPMENT AGREEMENT before the Durgapur Additional District Sub-Registrar Office at Durgapur on the date, month and year hereinabove first above written in presence of witnesses mentioned herein below.

SIGNED AND DELIVERED by the LAND OWNER (PITAMBER DAS) in presence of:

Potambai Dar

SIGNED AND DELIVERED by the DEVELOPER (MANALI CONSTRUCTION Represented by SHYAMAL DUTTA) in presence of:

Manali Construction ...

Surprud Double

Proprietor

WITNESS In presence of:

1. Mr. LALU PAL

Son of Mr. CHANDRA DHAR PAL Residing at Palashdanga, Joynagar, P.O. - Sonamukhi, P.S. - Sonamukhi PIN - 722208, District - Bankura.

Lalu ped

2. Mr. SAURAV MONDAL

Son of Mr. SubhashMondal
Residing at Ramchandrapur,
Samar Gram Ramchandrapur,
P.S. – Sonamukhi, PIN– 722207
District – Bankura,

Sourar Monday.

Drafted & printed at my office to peruse the records & documents which produced by the Land Owner& the Developer and I read over& explained in mother language to all parties to this deed and all of them admit that the same has been correctly written as per their instruction.

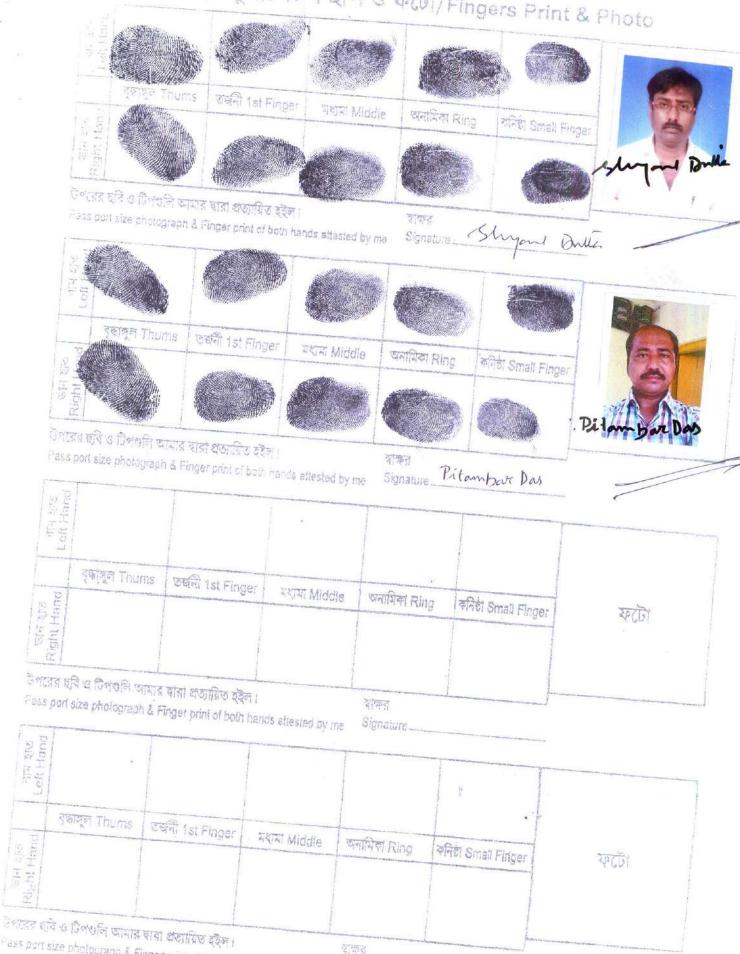
(JAYANTA SARKAR)

Advocate,

District Court of Paschim Bardhaman& Durgapur Court.

Enrolment No. = WB/65/1992 of West Bengal Bar Council.

হ্তাপুলীর টিপ ছাপ ও ফটো/Fingers Print & Photo



राक्तर

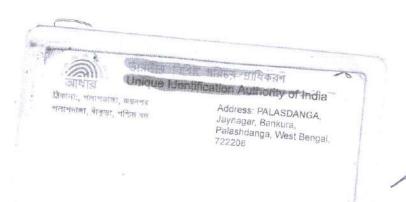
Pass port size photograph & Finger print of both hands eltested by me

Signature_



Lalu Pal



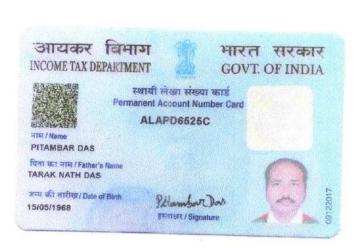


5613 5381 3637

1947 1800 300 194

help@uldal.gov.in

WWW.uidai.gov.in



Pitambar Das



Shym Drive



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

GRN Details

GRN:

192020210218112118

GRN Date:

01/02/2021 20:54:47

BRN:

0275991816636

Gateway Ref ID:

CHF6789310

Payment Status:

Successful

Payment Mode:

Bank/Gateway:

SBIePay Payment Gateway

Online Payment (SBI Epay)

BRN Date:

DKN Date:

01/02/2021 20:02:41

Method:

State Bank of India NB

Payment ID:

2000205772/7/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

JAYANTA SARKAR

Address:

DURGAPUR COURT, CITY CENTRE

Mobile:

7501639622

Depositor Status:

Advocate

Query No:

2000205772

On Behalf Of:

Mr JAYANTA SARKAR

Identification No:

2000205772/7/2021

Remarks:

Sale, Development Agreement or Construction agreement Payment No 7

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000205772/7/2021	Property Registration- Stamp duty	0030-02-103-003-02	5010
2	2000205772/7/2021	Property Registration- Registration Fees		5010
		registration registration rees	0030-03-104-001-16	14

IN WORDS:

FIVE THOUSAND TWENTY FOUR ONLY.

Total

5024

Major Information of the Deed

Deed No : Query No / Year	I-2306-00726/2021	Date of Registration 02/02/2021		
Query Date	2306-2000205772/2021	Office where deed is registered 2306-2000205772/2021		
Applicant Name, Address & Other Details	Durgapur Court D			
Transaction	WEST BENGAL, PIN - 713216, M	hana: New Township, District: Paschim Bardh hobile No.: 7501639622, Status: Advocate	aman	
[0110] Sale, Development A	Agreement or Construction	Additional Transaction		
Set Forth value	Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Rs. 1/-		Market Value		
Stampduty Paid(SD)	The second second	Rs. 60,60,610/-		
Rs. 10,010/- (Article:48(g))	The second secon	Registration Fee Paid		
Remarks	Received Rs. 50/- (FIFTY only) area)	Rs. 14/- (Article:E, E) from the applicant for issuing the assement slip.		

Land Details:

District: Paschim Bardhaman, P.S:- New Township, Municipality: DURGAPUR MC, Road: J. L. Neheru Avenue (Fuljhore), Road Zone: (On Road -- On Road), Mouza: Fuljhore,, Ward No: 25 Jl No: 107, Pin Code: 713206

No L1	Number LR-3188		Proposed	Use ROR	Mouza: Fuljhore, Area of Land			
	(RS:-489)	LR-2371	Bastu	Baid	10 Dec	Value (In Rs.) 1/-	Value (In Rs.) 60,60,610/-	Width of Approach
1	Grand	Total:			10Dec	1 /-	60,60,610 /-	Adjacent to Metal Road,

Land Lord Details:

SI No	Name,Address,Photo,Finger	print and Signat	ure	
1	Name	Photo	Finger Print	
1	Mr PITAMBAR DAS (Presentant) Son of Late Tarak Nath Das Executed by: Self, Date of Execution: 02/02/2021 , Admitted by: Self, Date of Admission: 02/02/2021 ,Place Coffice	02/02/2021	LTI	Signature Pitambal Jal
			02/02/2021	02/02/2021

Ratanganj, Sonmukhi,, P.O:- SONAMUKHI, P.S:- Sonamukhi, Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx5C, Aadhaar No: 26xxxxxxxx6820, Status :Individual, Executed by: Self, Date of Execution: 02/02/2021

, Admitted by: Self, Date of Admission: 02/02/2021 ,Place: Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MANALI CONSTRUCTION Sonamukhi, Dewan Bazar,, P.O:- SONAMUKHI, P.S:- Sonamukhi, Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207, PAN No.:: ANxxxxxx1C, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

Name	Photo	Finger Drive	
Mr SHYAMAL DUTTA		Finger Print	Signature
Son of Late Santi Ranjan Dutta Date of Execution - 02/02/2021, , Admitted by: Self, Date of Admission: 02/02/2021, Place of Admission of Execution: Office			Shyant Donth
Sonamukhi P.O. Cara	Feb 2 2021 1:23PM	LTI 02/02/2021	02/02/2021
722207 Sex: Male By Cost	i, P.S:- Sonamuk	hi, Sonamukhi, Dis	o2/02/2021 strict:-Bankura, West Bengal, India, izen of: India, , PAN No.:: ANxxxxxx tative of : MANALI CONSTRUCTIO

Identifier Details:

Name Mr LALU PAL	Photo	Finger Print	Signature
Son of Mr CHANDRA DHAR PAL Palashdanga, Jaynagar,, P.O:- Sonamukhi, P.S:- Sonamukhi, Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722208			Lalupoil
dentifier Of Mr PITAMBAR DAS , M	02/02/2021	02/02/2021	02/02/2021

SI.No	fer of property for L1	
1	Mr PITAMBAR DAS	To. with area (Name-Area) MANALI CONSTRUCTION-10 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- New Township, Municipality: DURGAPUR MC, Road: J. L. Neheru Avenue (Fuljhore), Road Zone: (On Road -- On Road), Mouza: Fuljhore, , Ward No: 25 Jl No: 107, Pin Code: 713206

1	· · · · · · · · · · · · · · · · · · ·	Road) , Mouza: Fuljhore, , Ward No: 2 Details Of Land	Owner name in English
		Owner:পিডাম্বর দাস, Gurdian:ভারকনাথ , Address:নিজ , Classification:বাইদ, Area:0.10000000 Acre,	Mr PITAMBAR DAS

Endorsement For Deed Number: I - 230600726 / 2021

On 02-02-2021

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

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

Presented for registration at 12:40 hrs on 02-02-2021, at the Office of the A.D.S.R. DURGAPUR by Mr PITAMBAR

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

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

Execution is admitted on 02/02/2021 by Mr PITAMBAR DAS, Son of Late Tarak Nath Das, Ratanganj, Sonmukhi, P.O: SONAMUKHI, Thana: Sonamukhi, , City/Town: SONAMUKHI, Bankura, WEST BENGAL, India, PIN - 722207, by caste Hindu, by Profession Business Indetified by Mr LALU PAL.

, , Son of Mr CHANDRA DHAR PAL , Palashdanga, Jaynagar,, P.O: Sonamukhi, Thana: Sonamukhi, , City/Town: SONAMUKHI, Bankura, WEST BENGAL, India, PIN - 722208, by caste Hindu, by profession

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

Execution is admitted on 02-02-2021 by Mr SHYAMAL DUTTA, PROPRIETOR, MANALI CONSTRUCTION (Sole Proprietoship), Sonamukhi, Dewan Bazar,, P.O:- SONAMUKHI, P.S:- Sonamukhi, Sonamukhi, District:-Bankura, West

Indetified by Mr LALU PAL , , , Son of Mr CHANDRA DHAR PAL , Palashdanga, Jaynagar,, P.O. Sonamukhi, Thana: Sonamukhi, , City/Town: SONAMUKHI, Bankura, WEST BENGAL, India, PIN - 722208, by caste Hindu, by profession Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/02/2021 8:58PM with Govt. Ref. No: 192020210218112118 on 01-02-2021, Amount Rs: 14/-, Bank: SBI EPay (SBIePay), Ref. No. 0275991816636 on 01-02-2021, Head of Account 0030-03-104-001-16 Payment of Stamp Duty

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

1. Stamp: Type: Impressed, Serial no 4970, Amount: Rs.5,000/-, Date of Purchase: 29/01/2021, Vendor name: Ram

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/02/2021 8:58PM with Govt. Ref. No: 192020210218112118 on 01-02-2021, Amount Rs: 5,010/-, Bank: SBI EPay (SBIePay), Ref. No. 0275991816636 on 01-02-2021, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2021, Page from 36280 to 36306 being No 230600726 for the year 2021.



Digitally signed by PARTHA BAIRAGGYA Date: 2021.02.04 18:42:29 +05:30 Reason: Digital Signing of Deed.

(Partha Bairaggya) 2021/02/04 06:42:29 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR West Bengal.

(This document is digitally signed.)