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P-3473/2020

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES

INDIA

F 097076

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

certified that the document is admitted to Registration the Signature Sheet and the Endorsements Attached with the Documents are the Part of this Document.

A. D. R. Dasgupta
Baridwar

7 AUG 2021

[1]

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON 17TH DAY OF AUGUST TWO THOUSAND TWENTY (2020) BETWEEN.....

[Handwritten signatures]

[2]

A. **SRI RADHA KANTA MONDAL** [~~PAN - AEAPM1460N~~], Son of Gour Chandra Mondal, aged about ~~84~~ years, by faith Hindu, by occupation retired, residing at AS 10/17, Srinagar Pally, Benachity, P.S. - Durgapur, Durgapur Municipal Corporation, Additional District Sub-Registry Office & Sub-Division - Durgapur, PIN Code - 713213, District - Paschim Bardhaman; (ADHAR No.3780 6122 9936)

AND

B. **SMT. SABITA MONDAL** [~~PAN - BMKPM7498D~~], Wife of Sri Radha Kanta Mondal, Daughter of Basudev Biswas, aged about 48 years, by faith Hindu, by occupation Housewife, residing at AS 10/17, Srinagar Pally, Benachity, P.S. - Durgapur, Durgapur Municipality Corporation, Additional District Sub-Registry Office & Sub-Division - Durgapur, PIN Code - 713213, District - Paschim Bardhaman; (ADHAR No.6006 0375 9209)

hereinafter severally and jointly called and referred to as **LAND OWNERS** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **FIRST PART**

AND

MANALI CONSTRUCTION [~~PAN No. - ANGPD2521C~~], a sole proprietorship firm, having its principle place of business at Sonamukhi, Heranath Road, Dewan 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~~], son of Late Santil Ranjan Dutta, by Occupation - Business, Nationality - Indian, residing at Sonamukhi, Heranath Road, Dewan Bazar, P.O. & P.S. - Sonamukhi, District - Bankura, PIN Code - 722207, State - West Bengal, India; (ADHAR No.6527 8942 2637) 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 his heirs, successors or successor-in-office, legal representatives, executors, administrators and/or assigns) of the **SECOND PART**,

WHEREAS the above mentioned landowners jointly purchased land measuring 6 cottah and 1/2 chitak being part of the R.S. Plot No.2036, R.S. Khatian No.1411 within mouza Bhiringi, P.S. Durgapur by dint of a registered sale deed registered at page 190 to 195, volume No.57 being No.3806 for the year 1997 at A.D.S.R. office, Durgapur from Sri Haradhan Konar, s/o. Jaladhar Konar and Smt. Anandamoyee Konar, w/o. Sri Haradhan Konar, both of Bhiringi, Durgapur

- 13.

AND WHEREAS while owning and possessing the aforesaid purchased land jointly, aforesaid Landowner No.2 Smt. Sabita Mondal transferred 1 cottah of land out of R.S. Plot No.2036 from her undivided moiety half share to her husband Sri Radha Kanta Mondal, the aforesaid Land owner No.1 by dint of a registered deed of Gift registered at page 66 to 69 at volume No.6 being No.200 for the year 2001 at A.D.S.R. office of Durgapur. That said gift was accepted by the above Land owner No.1 .

AND WHEREAS the Land owner No.1 Sri Radha Kanta Mondal also purchased 1 cottah 13 chitak of land out of R.S. Plot No.2029, R. S. Khatian No.674 within mouza Bhiringi, P.S. Durgapur by dint of a registered sale deed registered at page 87 to 89, volume No.21 being No.1564 for the year 1990 at A.D.S.R. office, Durgapur from Smt. Sabita Rani Devi, w/o. Sri Dinobandhu Nath, of Gouri Bari Lane, P.S. Maniktala, Kolkata-13.

AND WHEREAS the Land owner No.1 Sri Radhã Kanta Mondal also purchased 10 chitak of land out of R.S. Plot No.2029, R. S. Khatian No.674 within mouza Bhiringi, P.S. Durgapur by dint of a registered sale deed registered at page 151 to 155, volume No.128 being No.4779 for the year 2000 at A.D.S.R. office, Durgapur from Smt. Sabita Rani Devi, w/o. Sri Dinobandhu Nath, of Gouri Bari Lane, P.S. Maniktala, Kolkata-13.

AND WHEREAS by dint of aforesaid purchase and transfer, the Land owner No.1 Radha Kanta Mondal became owner of 4 cottah and 1/4 chitak out of R.S. Plot No.2036 and 2 cottah 7 chitak out of R.S. Plot No.2029 and Land owner No.2 Smt. Sabita Mondal got 2 cottah and 0.25 chitak out of R.S. Plot No.2036.

AND WHEREAS both of the aforesaid R.S. Plot No's.2036 and 2029 has been recorded in L.R.R.O.R. as L.R. Plot No.4782 and has been recorded correctly in respective L.R. Khatian No's.5058, 5066 in the name of the aforesaid Land owners.

AND WHEREAS the Land owners intended to utilise the part of their land by construction of apartment building but since they do not have financial facility or experience of development, they have approached the Developer who has gained considerable reputation as promoter in construction business and real estate.

AND WHEREAS Land Owners and Developer in pursuant to the negotiation by and between the parties hereto and subject to the necessary approval being granted by the Competent Authority which approval/sanction is agreed to be

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persuaded by the Developer at his 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 Developer herein as a result of which hereof the Land Owners are desirous of appointing the Developer as to develop the part of their property total measuring 5 cottah 13 chitak morefully mentioned in the schedule below and more particularly shown by red coloured line in annexed sketch map being part of this deed by erecting new multi storied Building (Residential) Complex thereon, more particularly described in the Schedule hereunder and hereinafter referred to as "said property" upon the terms and conditions hereinafter appearing .

AND WHEREAS previously, the Land owners and the Developer have already entered into a Development Agreement dated 16.07.2018 duly registered being No.020603863 for the year 2018 of A.D.S.R. Durgapur by virtue of which the Land Owners put the Developer to develop the land measuring 6 cottah and $\frac{1}{2}$ chitak out of L.R. Plot No.4782 of Mouza Bhiringi, J.L. No.68, P.S. Durgapur, Dist. Pachim Bardhaman but unfortunately, there are several errors had been discovered in the said deed of agreement which can not be rectified and as such said registered development agreement being No.020603863 for the year 2018 of A.D.S.R. Durgapur is hereby stand cancelled and this agreement is being made afresh.

AND WHEREAS the Land Owners have represented to the Developer as follows:

I. That the land owners are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of *Bastu* land, ground or premises more particularly described in the Schedule below and shown in annexed sketch map.

II. That the said 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 property is not affected by any Road Alignment.

IV. That the landlords / owners of the first part have not entered into any agreement with any person in respect of the said property or create any charge on the said property and during pendency of this agreement for development of the said property; the first party shall not enter into any agreement with any other Developer or Promoter or create any charge in respect of the proposed Multistoried Building to be constructed by the Developer on the said property.

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V. That no notice of attachments, acquisition or requisition received from any competent authority in respect of the said property.

VI. That there is no embargo or outstanding dues in respect of Income Tax of the owners and / or any notice of attachments received from Income Tax Authority under the provisions of the Income Tax Act 1961.

VII. That the Land Owners shall comply with all requisition for the purpose of development of the said property.

AND WHEREAS the Developer have represented to the Land Owners as follows:

- i. That the Developer accepts the proposal of the Land Owners to develop 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 herein provided;

That the Developer has agreed to provide as well as to deliver 2 (two) Flat(s)/ apartment(s) to the respective Land Owners or the First Party[1) Sri Radha Kanta Mondal and 2) Smt. Sabita Mondal];within the Multistoried Building Complex ("HARA KUSUM APARTMENT PHASE - XV") to be constructed over the said property and delivered specification has to be agreed as follows: -

- a) That total 2 (two) Flat(s)/ apartment(s) of "HARA KUSUM APARTMENT PHASE - XV", one Flat / apartment should be on the 1st(First) Floor as 2BHK (two bed room, one dining, one kitchen, one toilet and at least one Balcony) at measuring about not less than 600 sq. ft. covered area & about more or less 800 sq. ft. super build up area; and another i.e. second Flat / apartment should be on the Top Floor as 2BHK (two bed room, ~~one dining~~, one kitchen, one toilet and at least one ~~Balcony~~) at measuring about not less than 600 sq. ft. covered area& about more or less 800 sq. ft. super build up area; to be constructed over the said Schedule landed property.

DEFINATION :

Unless this presents it is repugnant or inconsistent with:

- 1) **OWNERS** shall mean the Land Owners of the First Part mentioned in this indenture hereinabove and /or its successors, legal representative, heirs, executors, administrators and assigns.
- 2) **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.
- 3) **PROPERTY** shall mean all the land premises mentioned in the Schedule hereunder written within the limits of 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 Said property.

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

1. That the Land Owners do hereby nominate, entrust, constitute and appoint the Developer to develop the said property at its 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 No Objection Certificate to be issued by the Asansol Durgapur Development Authority and the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1978.
2. That the Land Owners do hereby authorize the Developer to exercise the rights, powers, privileges and benefits of the land as owners and the Land Owners should be executing a Power of Attorney in favour of the Developer or the Second Party and the Developer agrees to the name of the proposed Multistoried Building Complex / Apartment commonly known as "HARA KUSUM APARTMENT PHASE - XV".
3. That in view of the said Agreement for development and construction of a Multistoried Building Complex over the said property of this development Agreement proposed to any construction which is beneficial to Developer and as per the approval of the Competent Authority and

i) the Developer agrees and undertakes that Developer will handover **total 2 (two) Flat(s)/ apartment(s)** of "HARA KUSUM APARTMENT PHASE - XV", one Flat / apartment should be **on the 1st (First) Floor as 2BHK** (two bed room, one dining, one kitchen, one toilet and at least one Balcony) at measuring about not less than 600 sq. ft. covered area & about more or less 800 sq. ft. super build up area; and second Flat / apartment should be **on the Top Floor as 2BHK** (two bed room, one dining, one kitchen, one toilet and at least one Balcony) at measuring about not less than 600 sq. ft. covered area & about more or less 800 sq. ft. super build up area; to be constructed over the said Schedule landed property.

4. That the developer shall complete the Multistoried Building as per specification and approved plan **within two years** from the date of sanction of the Project Plan or official letter from the concerned authority subject to compliance of the terms and condition of this agreement.

5. THAT the Owners have agreed to handover the physical peaceful possession of the said property to the Developer on the date of signing of this Agreement and within ten days Issue Power of Attorney and shall allow the Developer to go ahead with the development work in the Said property. The physical possession for the part of the Developer shall automatically vest with the Developer on completing the development of the Multistoried Building Complex ("HARA KUSUM APARTMENT PHASE - XV").

6. THAT the Developer will construct the said property by erecting new Multistoried Building (Residential) Complex thereon, more particularly described in the Schedule hereunder written and shall get the plans 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.

7. THAT the Developer may bring construction of residential Apartments 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 Owners shall not create any interference or objection for the type or the quality of the construction.

8. THAT the Land Owners will not have any physical or legal claim over construction except their allocation and right, interest, shall accrue upon the Developer in respect of the Multistoried Building Complex to be constructed in the

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said property. As aforesaid, constructed saleable area excluding owner's allocation of the said building complex, which shall be the exclusive property of the Developer, with the exclusive right, and interest upon which the Land Owners shall not have any right, and interest in any manner, in the said Multistoried Building Complex to be constructed in the said property.

9. THAT it will have equitable right, interest and 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 excluding owner's allocation, 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 & guard room.

10. THAT the Developer agrees and undertakes that the time is the essence of the contract and the Developer will hand over the units of the complex are sold to them (buyers as well as flat/unit owners) respectively excluding owner's allocation as well as the Developer will hand over the units to the Land Owners (specification stated above) as per this agreement irrespective status or progress of the construction.

11. THAT the Land Owners undertake and agree that they will execute the Registered Power of Attorney in favour of the Developer to be used for sale of the units / flats excluding owner's allocation 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 Owners hereby allow and permit the Developer to obtain/borrow the project finance for the aforesaid proposed scheme from any financial institution by mortgaging the said property or any part thereof. The responsibility of repayment of the said loan shall be borne by the Developer alone. Land Owners 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 Owners 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 property at their own cost and the Land owners shall not be liable for reimbursement of any costs, charges and expenses whatsoever.

16. THAT the Land Owners do hereby allow and permit the Developer to display Advertisement/sign board at site of projects or any other places at any time after execution of this Agreement. That the Developer shall have full liberty to generate funds by advertisements, selling excluding owner's allocation, 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) excluding owner's allocation 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 of the Said property to the intending buyers and developer shall also have 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 in lieu of such sale/ booking of the units/ flats excluding owner's allocation.

17. THAT the Land Owners do hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said land hereby agreed to be developed/sold excluding owner's allocation and it shall have absolute right and full authority and power to develop the said land in accordance with the sanctioned plan 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 excluding owner's allocation 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 Land Owners give 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 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 Owners will not be held liable and responsible for any payments to be made whatsoever to the labour(s), material supplier(s) 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 Land 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 Owners are ordered to attend a court or are requested or their presence is required by any other authority in this connection, they will empower the Developer to attend the court/authority concerned on their behalf and the Developer agrees to compensate the Land Owner fully in case an adverse order is passed or any compensation is ordered to be paid by the Owners 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 plans.

23. THAT the Land Owners 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 Owners shall answer all reasonable requisition 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.

26. THAT it is specifically understood and agreed by and between the parties here to that all the original title deeds relating to the said property shall always be kept in the custody of the Land Owners and they shall produce the same as and when the same are required for verification and/or for any purpose without assigning any excuse or reason.

27. THAT the Land Owners hereby assure the Developer that they shall sign to 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.

28. THAT the property hereby 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 discovered 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.

29. THAT it is clearly understood and agreed that the Land Owners do hereby agree to sign the plans, revised plan, execute bonds, swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to various govt. 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 sanction 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.

30. THAT it is clearly understood and agreed by the Land Owners that they shall deliver a vacant and peaceful possession of the said property to the Developer or his nominee (s) or the intended unit/flat purchaser at the time of Registration of the sale Deed excluding owner's allocation.
31. THAT the Land Owners 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.
32. THAT the draft of Agreement to sell excluding owner's allocation and the Registered Power of Attorney and Registered Deed of Sale excluding owner's allocation or any other documents necessary to complete the transfer of the property or transfer or sale to unit(s)/flat(s) excluding owner's allocation hereby agreed to be developed shall be prepared by the Developer at its own costs and the Land Owners will approve the same and both parties will put their respective signature over the approved drafts of Agreement to sell excluding owner's allocation and the Registered Power of Attorney and Registered Deed of Sale excluding owner's allocation or any other documents. The Developer acting as a power of Attorney Holder of land.
33. THAT the Land Owners may, at their discretion, execute a power of Attorney empowering and authorizing any person (s) to be nominated by the Developer to sign/execute various Agreements to sell excluding owner's allocation, sale Deeds excluding owner's allocation, Deed of Declaration, Various Apartments Deeds excluding owner's allocation, 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 terms of this Agreement shall be settled by negotiations.

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) excluding owner's allocation, the Land Owners agrees to render necessary assistance in obtaining the mutation of the respective undivided portion/share and interest in the said piece of land in favour 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 construction taster construction and/or wages paid theirs for and shall always keep the Land Owners indemnified against the stamp in the like manner the Land Owners do hereby allow and permit to developer to install 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 to be paid by the Developer/prospective purchaser to the conceded department.

39. THAT the Developer 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 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.

OWNER'S FURTHER OBLIGATION :

The Owners 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 Owners 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.

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The Owners 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 Owners 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 Owners 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 Owners 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 Owners.

OWNER'S INDEMNITY :

The Owners hereby indemnify the Developer of any defect in the title of the property and marketability of the title.

The Owners hereby undertake and indemnify the Developer that the Developer shall be entitled 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 Owners 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.

MISCELLANEOUS :

It is agreed that the Developer shall have absolute right to name the building complex and the Owners 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 development agreement from other party/ parties, any land which is connected/ adjacent to the said property. The Developer shall be free to develop comprising the land taken from the land owners and schedule premises taken from the land owners and schedule premises may be used for entry / exit purpose to other lands acquired from other land owners and in this regard the Owners 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 Owners and various applications and other documents may be required to be sign or made by the Owners relating to which specific provisions may not mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owners shall execute additional Power of Attorney and/ or authorization as may be required by the Developer for the purpose and the Owners 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 Owners. In respect of the said plot and/ or go against the spirit of this agreement and the Owners 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 Owners 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 Owners 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.

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 and/ or any other act or omissions beyond the control of the parties hereto.

SCHEDULE OF PROPERTY

All that piece and parcel of land situated at District – Paschim Bardhaman, Additional District Sub-Registry Office & Sub-Division - Durgapur, P.S. – Durgapur, Mouza – Bhiringi, J.L. No. 119, Bastu Rayati Land.

1. R.S. Plot No.2036 measuring 4 cottah out of 6 and ½ chitak of land owners.
2. R.S. Plot No.2029 measuring 1 cottah 13 chitak out of 2 cottah 7 chitak of the land owner No.1.

Total measuring **5 cottah 13 chitak** being L.R. Plot No.4782 under L.R. Khatian No.5058 and 5066 morefully shown by red bounded line in annexed sketch map being part of this deed within the limit of Durgapur Municipal Corporation. The land is butted and bounded by :-

On the North – Land of Plot No. 2029 / Dilip Mondal;

On the South – 60 feet wide Srinagar Pally village road;

On the East - Rest part of the land of Land Owner No.1;

On the West – 12 Feet Wide village road (unknown name);

That by virtue of this agreement, no transfer of ownership is being made.

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

IN WITNESS WHERE OF THE OWNERS AND THE DEVELOPER here in above named have hereto set their respective hands and signed the **DEED OF AGREEMENT OF DEVELOPMENT** at Durgapur on the date, month and year

[17]

hereinabove first above written in presence of witnesses mentioned herein below.

Radha Kanta Mandal

SIGNED AND DELIVERED by the LAND OWNER NO. 1

श्रीज्योति शर्मा

SIGNED AND DELIVERED by the LAND OWNER NO. 2

Manali Construction

Shyamal Dutta

Proprietor

SIGNED AND DELIVERED by the DEVELOPER

WITNESSES:

1. Nithin Dutta
S/O - Suresh Dutta
Fulshovze, DGR 06 -

2. Hirak Jyoti Dutta
Co - Samiran Dutta
Pridishan Pur
Gopikanta Pur
Bankura - 722207

Drafted and typed at the instructions of the Vendor and the Purchaser and read over and explained to them by me.

Kanchan Kumar

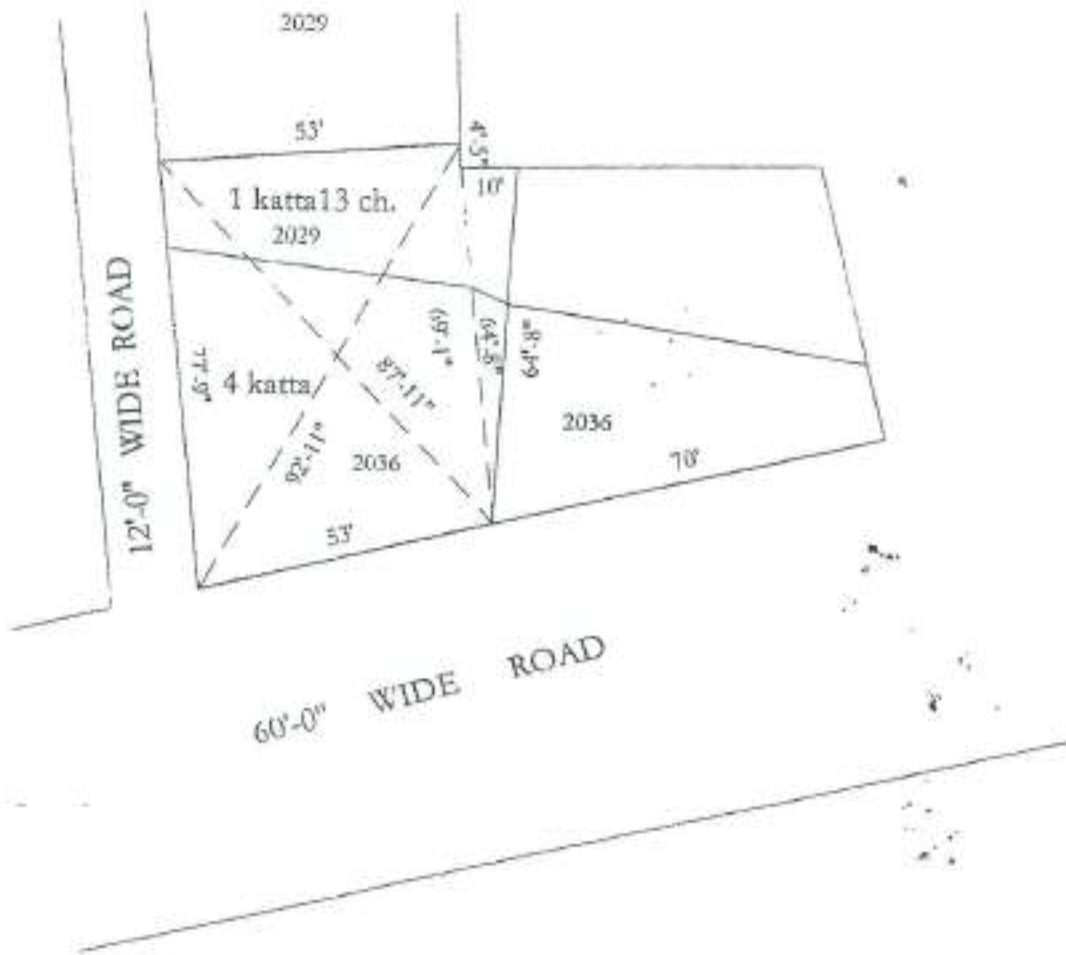
Advocate.

En.No. WB/439/1993

Plan Showing Red Bounded in R.S.Plot No-2029 & 2036
No- 4782 of Mouza-Bhiringi P.S. Durgapur-Faridpur J.L.NO- 68
Schim Barddaman

R.S.Plot No- 2029-1 Katta- 13 ch.
R.S.Plot No- 2036- 4 Katta

L.R. Plot No- 4782



Verma-9333924898
2827-74
-1-7-2018


B. P. VERMA
Sudhakar

Radha Kante Mondal

শ্রীমন্ত মন্ডল

Manali Construction
Suryant Datta
Proprietor



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

BRN: 19-202021-005711426-1

Payment Mode Online Payment

BRN Date: 10/08/2020 15:35:55

Bank : Vijaya Bank

BRN : 9203010082000026

BRN Date: 10/08/2020 00:00:00

DEPOSITOR'S DETAILS

Id No. : 2000927839/2/2020

[Tender Number]

Name : KANCHAN MITRA

Contact No. :

Mobile No. : +91 9832279978

E-mail :

Address : DURGAPUR COURT CITY CENTRE DGP16

Applicant Name : Mr KANCHAN MITRA

Office Name :

Office Address :

Status of Depositor : Advocate

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

PAYMENT DETAILS

(A)

হস্তাঙ্গুলীর টিপ ছাপ ও ফটো/Fingers Print & Photo

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

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

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

স্বাক্ষর

Signature: Shayan Datta

বাম হাত Left Hand						 Radha Kanta Mondal
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger	
ডান হাত Right Hand						
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger	

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

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

স্বাক্ষর

Signature: Radha Kanta Mondal

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

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

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

স্বাক্ষর

Signature: পার্বতী মন্ডল

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

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

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

স্বাক্ষর

Signature: _____


 भारतीय निर्वाचन आयोग
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 ARZ1428176

व्यक्ति का नाम :	विश्व नरथ
Electors Name :	Viswanath
पिता का नाम :	विश्व नरथ
Father's Name :	Viswanath
लिंग/पैदा :	पुरुष
Sex :	M
जन्म तिथि :	20/05/1983
Date of Birth :	20/05/1983

विश्व नरथ  *विश्व नरथ*

ARZ1428176

Date: _____

Address:
 EKUNHORE DHARGA PARA,
 DURGAPUR, NEPA TOWNSHIP,
 BIRBHUM, BIHAR-731008

Date: 01/02/2018

276 Durgapur Bijtha Chakraverty
 District Registrar
 Durgapur, West Bengal

276 Durgapur Bijtha Chakraverty
 District Registrar
 Durgapur, West Bengal

In case of change of the details, the card No. is valid only for the purpose of registration at the poll in the specified constituency and to obtain the card number.



भारत सरकार

GOVERNMENT OF INDIA

Shyamal Dutta
Date of Birth/DOB: 28/04/1974
Male/MALE



6527 8942 2637
UID - 9161800328572208

मेरा आधार, मेरी पहचान

Shyamal Dutta



एनयूआई विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:
501 Strand Road, Dutta, 12/35, ESPCO
TOWNSHIP, B-ZONE, NEAR KALI MANDIR,
Durgam in Corp 3, Bardhaman,
West Bengal - 713205



6527 8942 2637
UID - 9161800328572208

1800 300 3847

1800 300 3847

www.uidai.gov.in

P.O. Box No. 1803
Bangalore-560001



Radha Kanta Mondal,





স্বাধীনতা সংগ্রামের স্মরণার্থে



সাবিতা মন্ডল
SABITA MONDAL
জন্মতারিখ / DOB : 13/10/1973
মহিলা / FEMALE

150020014

6006 0375 9209

আমার আধার, আমার পরিচয়



স্বাধীনতা সংগ্রামের স্মরণার্থে
স্বাধীনতা সংগ্রামের স্মরণার্থে



ঠিকানা: এস10/17 ব্রীনগর পল্লী, 54 ফুট
রোড, দুর্গাপুর 13, দুর্গাপুর (এম কর্প),
বর্ধমান, পশ্চিম বঙ্গ, 713213



Address: AS 10/17 BRI NAGAR PALLY, 54
F. ROAD, DURGAPUR 13, Durgapur (m
Corp.), Bardhaman, West Bengal, 713213

6006 0375 9209



1847



help@uidai.gov.in



www.uidai.gov.in

সাবিতা মন্ডল



সাবিতা মন্ডল

Major Information of the Deed

Deed No.:	I-0206-03473/2020	Date of Registration:	17/08/2020
Query No./Year:	0206-2000927839/2020	Office where deed is registered:	
Query Date:	10/08/2020 12:21:14 PM		0206-2000927839/2020
Applicant Name, Address & Other Details:	KANCHAN MITRA 2/8 UDAY SANKAR BITHI, CITY CENTRE, Thana : Durgapur, District : Burdwan, WEST BENGAL, PIN - 713216, Mobile No. : 9832279976, Status : Advocate		
Transaction:	Additional Transaction:		
[0110] Sale, Development Agreement or Construction agreement	[4304] Other than Immovable Property, Cancellation [Rs : 50/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value:	Market Value:		
Rs. 2/-	Rs. 2,40,63,751/-		
Stamp duty/Rate(SD)	Registration Fee Paid:		
Rs. 40,035/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Srinagar Pally Chayanmath Road, Mouza: Viringl, JI No: 119, Pin Code : 713213

Sch No.	Plot Number	Khatlan Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-4782 (RS :-)	LR-5058	Other Commercial Usage	Vastu	4 Katha	1/-	1,65,60,001/-	Width of Approach Road: 72 Ft., Adjacent to Metal Road,
L2	LR-4782 (RS :- 2029,2036)	LR-5066	Other Commercial Usage	Vastu	1 Katha 13 Chatak	1/-	75,03,750/-	Width of Approach Road: 72 Ft., Adjacent to Metal Road,
		TOTAL :			9.5906Dec	2/-	240,63,751 /-	
		Grand Total :			9.5906Dec	2/-	240,63,751 /-	

Record Details :

Name	Photo	Finger Print	Signature
Mr Radha Kanta Mondal (Presentant) Son of Mr Gour Chandra Mondal Executed by: Self, Date of Execution: 17/08/2020 Admitted by: Self, Date of Admission: 17/08/2020, Place : Office	 17/08/2020	 L1 17/08/2020	Radha Kanta Mondal 17/08/2020

10/17, Srinagar Pally, Benachity, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AExxxxxx0N, Aadhaar No: 37xxxxxxx9936, Status :Individual, Executed by: Self, Date of Execution: 17/08/2020, Admitted by: Self, Date of Admission: 17/08/2020, Place : Office

Name	Photo	Finger Print	Signature
2 Smt Sabita Mondal Wife of Mr Radha Kanta Mondal Executed by: Self, Date of Execution: 17/08/2020 Admitted by: Self, Date of Admission: 17/08/2020, Place : Office	 17/08/2020	 L1 17/08/2020	 17/08/2020

10/17, Srinagar Pally, Benachity, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BMxxxxxx8D, Aadhaar No: 60xxxxxxx9209, Status :Individual, Executed by: Self, Date of Execution: 17/08/2020, Admitted by: Self, Date of Admission: 17/08/2020, Place : Office

Developer Details :

Sl No	Name	Address	Photo	Finger Print	Signature
1	Manail Construction	Sonamukhi Haranath Road, Dewan Bazar, P.O:- Sonamukhi, P.S:- 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, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Mr Shyamal Dutta Son of Late Santil Ranjan Dutta Date of Execution - 17/08/2020, , Admitted by: Self, Date of Admission: 17/08/2020, Place of Admission of Execution: Office	 Aug 17 2020 1:36PM	 LRI 17/08/2020	 17/08/2020

Sonamukhi, Haranath Road, Dewan Bazar, P.O:- Sonamukhi, P.S:- Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxx1C, Aadhaar No: 65xxxxxxxx2637 Status : Representative, Representative of : Manali Construction (as Proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Mithun Dutta Son of Mr Swapan Dutta Fuljhore Danga Para, P.O:- Durgapur, P.S:- New Townahip, District-Burdwan, West Bengal, India, PIN - 713208	 17/08/2020	 17/08/2020	 17/08/2020

Identifier Of Mr Radha Kanta Mondal, Smt Sabita Mondal, Mr Shyamal Dutta

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Radha Kanta Mondal	Manali Construction-6.6 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt Sabita Mondal	Manali Construction-2.99062 Dec

Land Details as per Land Record

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Srinagar Pally Chayanmath Road, Mouza: Viringi, JI No: 119, Pin Code : 713213

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as-selected by Applicant
L1	LR Plot No:- 4782, LR Khatian No:- 5058	Owner:রাধাকান্ত মন্ডল, Gurdian:গৌরচন্দ্র, Address:বিজি, Classification:বন, Area:0.10700000 Acre,	Mr Radha Kanta Mondal

LR Plot No:- 4782, LR Khatian
No:- 5086

Owner: ସବିତ୍ରା ମଠଳ, Gurdan: ନାମାକର
Address: ଭିଜା
Classification: ବାଡ଼, Area: 0.03300000
Acre,

Smt Sabha Mondal

18/08/2020
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 40,83,751/-



Partha Balragya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Burdwan, West Bengal

On 17-08-2020

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 11:57 hrs on 17-08-2020, at the Office of the A.D.S.R. DURGAPUR by Mr Radha Kanta Mondal, one of the Executants.

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

Execution is admitted on 17/08/2020 by 1. Mr Radha Kanta Mondal, Son of Mr Gour Chandra Mondal, 10/17, Srinagar Pally, Benachity, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession Retired Person, 2. Smt Sabita Mondal, Wife of Mr Radha Kanta Mondal, 10/17, Srinagar Pally, Benachity, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession House wife

Identified by Mr Mithun Dutta, , Son of Mr Swapan Dutta, Fuljhore Danga Para, P.O: Durgapur, Thana: New Township, , Burdwan, WEST BENGAL, India, PIN - 713206, by caste Hindu, by profession Others

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

Execution is admitted on 17-08-2020 by Mr Shyamal Dutta, Proprietor, Manali Construction (Sole Proprietorship), Sonamukhi Haranath Road, Dewan Bazar, P.O:- Sonamukhi, P.S:- Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207

Identified by Mr Mithun Dutta, , Son of Mr Swapan Dutta, Fuljhore Danga Para, P.O: Durgapur, Thana: New Township, , Burdwan, WEST BENGAL, India, PIN - 713206, by caste Hindu, by profession Others

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2020 12:00AM with Govt. Ref. No: 192020210057114261 on 10-08-2020, Amount Rs: 21/-, Bank: Vijaya Bank (VIJB0009203), Ref. No. 9203010082000026 on 10-08-2020, Head of Account 0030-03-104-001-16

of Stamp Duty

that required Stamp Duty payable for this document is Rs. 40,035/- and Stamp Duty paid by Stamp Rs 5,000/-
ine = Rs 35,035/-

Description of Stamp

Stamp: Type: Impressed, Serial no 6763, Amount: Rs.5,000/-, Date of Purchase: 14/08/2020, Vendor name: Ram
masad Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/08/2020 12:00AM with Govt. Ref. No: 192020210057114261 on 10-08-2020, Amount Rs: 35,035/-,
Bank: Vijaya Bank (VIJB0009203), Ref. No. 9203010082000026 on 10-08-2020, Head of Account 0030-02-103-003-02



Partha Balraggya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Burdwan, West-Bengal

ate of Registration under section 60 and Rule 69.

Entered in Book - I

Volume number 0206-2020, Page from 83330 to 83364

Deed No 020603473 for the year 2020.



Digitally signed by PARTHA BAIRAGGYA
Date: 2020.08.18 11:25:29 +05:30
Reason: Digital Signing of Deed.

(Partha Bairaggya) 2020/08/18 11:25:29 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)