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 5/7/2017

Certified that the Document  
 is Admitted to Registration the  
 Register Sheet and the Entri-  
 see (page 5/7/2017) with this  
 Documents are the Part of the  
 Document.

ADSR Durgapur  
 Durgapur

04 JUL 2017

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 4<sup>th</sup> day of Ju  
 2017 at ADSR Durgapur.

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ADSR

BETWEEN

- (1) SRI TAPAN KUMAR @ RAM NARAYAN MONDAL ( PAN - ADSPM6096R)
- (2) SRI HARI NARAYAN MONDAL ( PAN - ADSPM6097Q )
- (3) SRI DAYAMOY MONDAL ( PAN - ADSPM6095N )
- (4) SRI BISWAJIT @ BISWANATH MONDAL ( PAN - ASUPM4343B )

All are sons of Sri Bijoy Kumar Mondal , by Faith – Hindu, by Occupation – Cultivation , residing at Shyampur, P. S.- Coke Oven, Durgapur, Pin No.- 713201, District – Burdwan, West Bengal, Hereinafter collectively called and referred to as the "LAND OWNERS" (which expression shall unless excluded by and/or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

**M/S NIDHI BUILDERS ( PAN – AAMFN4160C )** a REGISTERED Partnership Firm 6 having its registered office at Karangapara D-Mat P.O Durgapur : 713 201 P.S-Coke-Oven and District : Burdwan, being represented by its Partners, namely :

**SRI ALOK KESH,** [ Pan No- AFZPK1108F ] son of Sujit Kumar Kesh, by faith Hindu, resident of Vill+P.O-Nadiha, Durgapur, Dist- Burdwan, Pin-713201,

**SRI PINTU SINGH,** [ Pan No- BNLPS1321P ] son of Jiten Singh, by faith Hindu, resident of Karanga Para, D Math, Durgapur, Dist- Burdwan, Pin-713201,

**SRI SURJA SEKHAR BANERJEE,** [ Pan No- AQWPB7272R ] son of Sunil Banerjee, by faith Hindu, resident of Karanga Para, D Math, Durgapur, Dist- Burdwan, Pin-713201,

**SRI AMIT PAL,** [ Pan No-BIEPP3477R ] son of Prakash Pal, by faith Hindu, resident of Vill+P.O.- Nadiha, Durgapur, Dist- Burdwan, Pin-713201,

**SRI SUBHASISH MONDAL,** [ Pan No-ATRPM5760D ] son of Sukhamay Mondal, by faith Hindu resident of Vill+P.O- Nadiha, Durgapur, Dist- Burdwan, Pin-713201,

( Hereinafter called and referred to as the **DEVELOPER** ( which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interests and assigns) of the **OTHER PART**.

WHEREAS the schedule below landed property described in "First " schedule below originally belonged Debtulya Mukhapadhyay Birendra Nath Mukhapdhayay Tarun Kumar Mukhapadhyay Nanda Lal Mukhapadhyay

And said Debtulya Mukhapadhyay transferred an area of 06 Satak of Plot No-RS-1653 and an area of 04 Satak Of RS Plot No-1654 of Mouja- Birbhanpur by Regd. Deed of sale being no- 6508 Of 1981 in favour of Ram Narayan Mondal , Hari Narayan Mondal Dayamoy Mondal Biswajit Mondal and their names duly mutated in LR records of Right i.e. present landowners.

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And said Tarun Kumar Mukhapadhyay transferred an area of  $3 \frac{1}{4}$  Satak of Plot No-RS-1656 and an area of  $1 \frac{5}{12}$  Satak Of RS Plot No-1657 of Mouja- Birbhanpur by Regd. Deed of sale being no- 6812 Of 1980 in favour of Biswa Nath @ Biswajit Mondal and his name duly mutated in LR records of Right .

And said Nanda Lal Mukhapadhyay transferred an area of  $3 \frac{1}{4}$  Satak of Plot No-RS-1656 and an area of  $1 \frac{5}{12}$  Satak Of RS Plot No-1657 of Mouja- Birbhanpur by Regd. Deed of sale being no- 6813 Of 1980 in favour Of Tapan Kumar Mondal and his name duly mutated in LR records of Right .

And said Nanda Lal Mukhapadhyay transferred an area of  $6 \frac{1}{2}$  Satak of Plot No-RS-1656 and an area of  $1 \frac{5}{12}$  Satak Of RS Plot No-1657 of Mouja- Birbhanpur by Regd. Deed of sale being no- 6814 Of 1980 in favour Of Hari Narayan Mondal and his name duly mutated in LR records of Right

And One Smt Purnima Mondal acquired an area of 6.35 Satak of Plot No-RS-1656 and an area of 2.83 Satak Of RS Plot No-1657 of Mouja- Birbhanpur by way of purchase vided deed no-1276 Of 1980 from the then owner and transferred the said portion of said plots by regd. Deed of sale being no- 3763 Of 1990 in favour Of Tapan Kumar Mondal , Hari Narayan Mondal , Dayamoy Mondal & Biswa Nath @ Biswajit Mondal and their name duly mutated in LR records of Right,

And One Smt Jyotshna Mondal acquired an area of 6.35 Satak of Plot No-RS-1656 and an area of 2.83 Satak Of RS Plot No-1657 of Mouja- Birbhanpur by way of purchase vided deed no-1277 Of 1980 from the then owner and transferred the said portion of said plots by regd. Deed of sale being no- 3764 Of 1990 in favour Of Tapan Kumar Mondal , Hari Narayan Mondal , Dayamoy Mondal & Biswa Nath @ Biswajit Mondal and their name duly mutated in LR records of Right

AND WHEREAS all the landowners are owning, possessing and seizing every right, title and interest from the date of purchase and paid relevant land revenue upto 1423 B.S

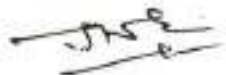
**NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-**

AND WHEREAS the land owner desires to develop the "Said Property" by construction of a multi-storied building up to maximum limit of floor consisting of so many flats, garages, etc by the Durgapur Municipal Corporation and/or any other concerned Authority / Authorities but due to paucity of fund and lack of sufficient times the Land owner could not be able to take any steps for the said development and as such the Land owner is searching a Developer for the said development works.

AND WHEREAS the land owners herein approached to the Developer herein to develop the "Said Property" by construction of a multi-storied building at Developer's costs and expenses on the sanction plan so to be sanctioned and/or permissible up to maximum limit of floors consisting of so many flats, garages, shops etc. by the **Durgapur Municipal Corporation** and/or any other concerned authority / authorities from time to time on taking full and final consideration as fully stated in the **SECOND SCHEDULE** written herein below -in the said proposed new building and the Developer accepted and agreed to the above proposal of the Land owner subject to condition that the Developer herein shall realize all the above costs of building including all other miscellaneous costs, expenses and benefits by selling the allocation of the Developer as fully described in the **THIRD SCHEDULE** hereinafter and all moneys accrued therein shall be the sole property of the Developer without any claim on the part of the Land owner and as such both the parties herein to avoid any future dispute to prepare and execute this written agreement on terms and conditions having been settled by and between the parties after mutual discussion.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. **BUILDING** shall mean up to maximum limit of floors consisting of so many flats, shops, garages etc. to be constructed according to the plan including any modification and/or addition thereof sanctioned by the Durgapur Municipal Corporation from time to time and to be constructed on the "said property" more fully and specially and specifically described in the First Schedule written hereunder, and the said building is hereinafter referred to as the "SAID BUILDING".
2. **BUILT-UP AREA/COVERED:** Shall in relation to the Unit/Flat shall mean the plinth area of that Unit/Flat (including the area of bathrooms, balconies & terrace, if any, appurtenant thereto & also the thickness of the walls (external or internal), the columns & pillars therein provided that if any wall, column or pillar be or pillar shall be included in each such Unit/Flat).
3. **PARKING SPACE:** Shall mean the space in the Ground Floor of the Building/s as also in the open space surrounding the Building that may be earmarked by the Developer herein for Parking Cars on extra costs if any purchaser desire to purchase.
4. **COMMON EXPENSES:** Shall include all expenses for the management, maintenance and upkeep the Unit/Flat and the buildings, the common portions therein and the premises and the expenses for common purposes of the Unit/Flat and shall be payable proportionately by the Purchaser/s herein periodically as maintenance charges.
5. **COMMON PORTIONS:** Shall mean the common areas and installations in the Building and the premises, which are mentioned, described, enumerated, provided and given in the **THIRD SCHEDULE** hereunder written and/or given.



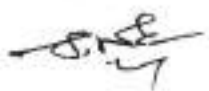


6. COMMON PURPOSES: Shall include the purpose of maintaining and managing the Premises, the Building & in particular the common portions, rendition of services in common to the Unit/Flat, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit/Flat owners & occupiers relating to their mutual rights and obligations for the beneficial use & enjoyment of their respective Unit/s/Flat/s exclusively & the common portions in common.
7. MUNICIPALITY: Shall mean the Durgapur Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon approve, sanction, modify and/or revise the Plans.
8. DATE OF POSSESSION: Shall mean the date on which the Purchaser/s herein take/s actual physical possession of the said Unit/Flat after discharging all his liabilities and obligations.
9. SCHEDULE hereunder written and/or given and to be deposited by the Purchaser/s herein with the Developer herein and/or the Owners herein shall also include any other amount that the Developer and/or Owners herein may require the Purchaser/s herein to Deposit.
10. DEVELOPER: Shall mean NIDHI BUILDERS and its successors, successors-in-interest & assigns.
11. DEVELOPMENT AGREEMENT: Shall mean the Agreement between the Land Owner herein & the Developer herein relating to the development, promotion, construction, erection & building of building/s at & upon the said premises and shall include all modifications, alterations & changes, if any, made therein & all extensions, if any, thereof from time to time.
12. THE UNIT/FLAT: Shall mean any Unit/Flat in the Building/s lying erected at and upon the premises and the right of common use of the common portions appurtenant to the concerned Unit/Flat and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat.
13. ARCHITECT (S): Shall mean such Architect(s) whom the Developer may from time to time, appoint as the Architect(s) of the Building.
14. PROJECT: Shall mean the work of development undertake and to be done by the Developer herein in respect of the premises in pursuance of the Development Agreement and/or any modification or extension thereof till such development, erection, promotion, construction and building of building/s at and upon the said premises be completed and possession of the completed Unit/s/Flat/s/Car Parking Space/s/ and Others be taken over by the Unit/Flat and occupiers.

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15. PLAN: Shall mean the sanctioned and/or approved plan of the building/s sanctioned by the Durgapur Municipal Corporation and shall also include variations/modifications, alterations therein that may be made by the Owners herein and/or the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any
16. DEVELOPERS' ADVOCATE: Shall mean **Mr. J. N. Sinha**, Advocate, of Durgapur Court, City Centre, Durgapur – 16, Burdwan, West Bengal, who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion & erection & sale, transfer, grant, conveyance, demise, devise & provide of the premises, its parts & parcels and the Building/s & the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof. This agreement shall be deemed to have commenced on and with effect from the date, month and the year first above written.
17. That the land owner shall on the day of signing of this agreement and/or thereafter as and when asked by the developer execute, registry and grant to the developer and/or its nominee or nominees a registered general power of attorney authorizing the developer and/or its nominee/nominees as per direction of the developer in the manner as the developer may think fit and proper including to make agreement for sell of unit/units along with undivided proportionate share of land by taking full and/or part of sell price or consideration thereof with power to sign, execute and present before any registering authority all deed of conveyance and/or conveyance and register thereof on behalf of the land owner to the intending purchaser/purchasers, in respect of the developers allocation. However, the land owner declares that he will personally signed all agreements for sell and all deeds of conveyance for selling of the developers allocation as fully stated in the **THIRD SCHEDULE** written herein below.
18. That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, if any, needed by the developer for the purpose of the sanction of the building plan and/or any other purposes to be required for said developments project shall be prepared by the developer at its own costs and expenses in the name of the land owner without reimbursement the same found the land owner and the land owner shall sign on the said plan /plans application, papers, documents, etc. as and when the developer asked for the same without demanding any remuneration and/or money for the same.

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19. That by virtue of this agreement the developer is hereby empowered to raise the construction of the proposed new building / buildings on the above mentioned property investing is own finance and the developer may take construction loan from any financial institutions or any banks against the developers allocation.
20. That the developer shall be authorized in the name of the land owner, if necessary, to apply for temporary and/or permanent connection for electricity, sewerage, drainage, water and / or other facilities, if needed, for the construction of the building as well as completion of the projects at the costs of the developers.
21. That the developers shall complete the construction of the "Said Building" at their own costs and expenses **42 months** from the sanction of plan and others permission which may be extended up to further **6 months**, if needed, and both the cases the time shall be computed on and from the date of obtaining of the sanctioned building plan from the appropriate authority/authorities.
22. That the stipulated time for construction is stated in below (shall be extended if the Developer is prevented to continue the Development work of the project by any unforeseen reasons beyond the control of the Developer and /or force majeure and in that case the time so to be expired should be extended further beyond the aforesaid contractual period without raising any objection from the part of the landowner.
23. That the landowner shall pay all taxes, fees, outgoings and etc. including arrears to the Government, Durgapur Municipality and/or any other authority/authorities before the concerned authority/authorities in respect of said premises till the date of signing of this agreement and thereafter all the taxes, rates fees, outgoings etc. in respect of the said premises shall be borne by the Developer till the date of handing over the allocation to the respective flat owners including landowner without realization the same from the landowner.
24. That if any dispute arises regarding the title and ownership of the said premises of the landowner herein from any person (s) or any other then the landowner at his own costs and expenses to clear the said property having establishing of right and marketable title in the name of landowner with free from all encumbrances. Though the landowner admits that no suits and/or proceedings and/or litigations are pending before any court of law of the said property or any part thereof. If fails, then he will be liable to pay the costs and expenses which the Developer incurred for the said project till that date, to the Developer.

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25. That the Landowner shall not claim any other consideration in any manner save and except the landowner's total consideration as written in the **SECOND SCHEDULE** having considered as full and final consideration and for price of the said premises and the Developer shall have exclusive right to sell its allocation of the project by construction of multistoried building up to maximum number of floor consisting of so many flats, shops, garages, etc. so to be sanctioned by the Authorities from time to time to realize the Development costs and expenses including other miscellaneous expenses of the project and in that sale proceedings the Landowner shall join therein as Vendor.
26. The respective flat owners of each of the flats bear the costs of preparation, stamping charges, Registration fees, remuneration of Advocate and/or other necessary charges/fees in connection with the registration of Agreement for sale and Deed of conveyance to purchase their respective flat/flats.
27. That the LANDOWNER shall choose/fix the name of the building and that will be final.
28. That the Developer shall have exclusive right to amalgamate the "said property" to any other adjacent plot of land/lands situated around the "said property" without taking any prior permission from the Landowner in the manner whatever the Developer may deem fit and proper. The Landowner shall sign and execute all necessary Agreement (S), documents, deed of amalgamation and other paper/papers in whatsoever manner and/or nature to the Developer, without raising any objection and demanding any amount in respect thereof, but the landowner's allocation will remain same as written in this agreement.
29. That the landowner during the continuance of the development work of the project shall not cause any impediment of hindrance or obstruction in whatsoever nature and/or manner in the construction of the proposed building and/or project caused by the Developer.
30. That the Developer shall obtain the electric connection on entirety of the building from WBSEDCL Or DPL but all the flat owners and/or each of their nominee(s), shall pay the proportionate amount of total costs to the Developer for the said electric connection including all expenses for electric meter and connection in their respective flat or flats.
31. That the Landowner shall not sell, lease, mortgage, let out and/or charge the said premises and/or any part thereof to any third party on and from the date of execution of this Agreement to till date of completion of the project including subsisting of this Agreement and also the landowner shall not do any acts, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any portion fallen under the Developer's allocation in the said proposed building. It is further declared by the Landowner that they did not sign and/or execute any agreement in any manner with any Third party in respect of the first schedule property and subsequently if any short of agreement/agreements is/are found then the same will be treated as cancelled.

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32. That all unit/flat owners shall bear the proportionate municipal taxes, fees and/or other outgoings in respect of the said building and premises including the services charges for common areas proportionately according to each of their occupied area from the date of taking possession of each of their respective unit/flat date of formation of Association/society by all unit owners at their own costs and expenses of the said building.
33. The Developer hereby undertakes to keep the landowner indemnified against any Third party, claims, suits, costs, proceedings and claims from any third party including and or statutory authorities and/or adjacent neighbor(s) which may arise out of the Developer's actions with regard to the development and/or construction of the building on the said premises.

**IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS:**

34. The landowner including other flat owners will not use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade and activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building..
35. (a) The respective owners in each of their respective fields shall abide by all laws, byelaws, rules and regulations of the Government, Durgapur Municipal Corporation, statutory bodies and /or local bodies as the case may be.  
  
(b) The respective owners shall keep the interior walls, ewers, drains, pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupation of the building indemnified from and against the consequence of any branch.  
  
(c) That the landowner shall have full right or power to terminate this Agreement and any power of Attorney (s) given in favour of the Developer during the Construction of the afresaid development project if the developer causes any obnoxious, illegal and immoral trade and activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.  
  
(d) That the Developer shall be entitled to make advertisement in all kinds of newspapers and/or in other manners which the Developer may deem fit and proper including the fixing of hoarding /signboard on the said premises inviting the intending purchaser /purchasers to purchase the flats/garages/covered spaces fallen under the Developer's allocation till the date of completion of the said development project.

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- (e) The Landowner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the landowners and the Developer in any manner, nor shall the parties hereto be constituted as Association of persons.
- (f) That the landowner shall handover to the Developer all the original copy of title Deed and all other relevant documents papers what the possessed simultaneously with the signing of this agreement.
- (g) The Developer shall form scheme, rules, regulations and bye laws for the management and the administration of the said building and/or common parts thereof and all the units/flats owners shall abide by the same without raising any objection till the date of frames of any further Rules, regulations etc. by the society/Association /organization to be formed by the Landowner and other flat owners at their own costs and expenses.
- (h) That all the flat owners will have no rights in respect of the last Top Floor in the said new multi- storied building.
- (i) Any notice required to be given by the Developer to the landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledgement and shall likewise be deemed to have been served on the Developer by the owner if delivered by hand and acknowledged or otherwise sent by prepaid Registered post with Due Acknowledgement by either of the party to the other at the address given herein.
- (j) That the Developer shall have right and/or authority to deal with its allocation to negotiate with any person/ persons and/or enter into any contract and/or agreement and/or borrow money and /or take advance against its allocation along with acquired right under this agreement from any bank and /or financial institution.
- (k) That the Developer shall be authorized to sign in his own name as Attorneys on behalf of the Landowner by dint of this agreement at the time of signing any agreement (s) for sale with the intending purchaser/purchasers for selling and/or booking of the Developer 's Allocation.
- (l) That all disputes and differences arising out of this agreement shall be referred to **J. N. Sinha (Advocate)** for arbitration who shall act, as Arbitrator having Power of summary procedure and may or may not keep any record of arbitration proceedings and shall be governed by the provisions of Indian Arbitration and conciliation Act, 1996 with all modification for the time being in force and whose decision shall be final and binding upon all the parties herein.
- (m) The court under which jurisdiction the land is situated shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

*J. N. Sinha*  
Advocate



OWNERS' OBLIGATIONS:

- i. That during the continuance of the agreement the Land Owners shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the said premises by the Developer.  
The Owner will execute a Development power of Attorney in favour of the Developer, to be registered and / or notarized to facilitate the construction of the building according to the sanctioned Plan and sell the entire fiat/shops, if any, parking space except Owners' allocation empowering them to sell fiats/shops, if any, and car parking spaces covered spaces of the said building and for such purposes authorizing them to enter into agreement with intending purchaser or purchasers, receive all earnest moneys and all payments towards consideration money and to execute sign and register such Deed of Conveyance of proportionate share of land or flats/shops and car parking spaces and covered spaces in the building; be it stated here whatsoever is written in the Power of Attorney the Developer shall be entitled to sell his allocation the fiat/shop/car parking space and receive the earnest money and consideration money in respect of such sale and they need not have to credit such amount in the account of the Land Owners since the Land Owners have agreed to receive consideration money as described in second schedule.
- ii. The Land Owners shall give vacant possession of the premises at the time of execution of the agreement.
- iii. The Land Owner(s) will take all liabilities or responsibilities towards land owner's allocation, after take over the area (includes fiats and common spaces).
- iv. With the execution of these presents the Developer and/or their representatives shall have free access to the premises for the purposes of soil testing mapping and other works necessary for the development and construction on the said property.
- v. The Land Owners shall not be responsible for the nature of construction of the Building by the Developer and the Developer shall be responsible to the ultimate Purchaser/s for the nature and quality of construction and receipt or non-receipt of consideration money by the Developer.

DEVELOPER'S OBLIGATIONS

- i. The Developer, after demolishing the existing Building, shall construct the said building in terms of this Agreement and in accordance with the plan or plans sanctioned by the said Municipality with consent of other appropriate authority or authorities, if necessary.
- ii. The Developer shall complete the building as stated above from the date of sanction plan and another permission or commencement of construction. Time is the essence of the Agreement. Provided, however, the time may be extended for a further period if both the parties mutually agree in writing or the circumstances compel to extend time.

- iii. The Developer shall pay and bear all Municipal taxes and other taxes payable for the said property from the date of their taking possession of the premises till the date of delivery of possession of the flats to the prospective buyers.
- iv. As per Agreement, the Developer can take possession of and to give possession to (Purchaser/Third Party/proposed buyer and also can make conveyance deed of the said proposed building and proportionate share of land of the said premises except owners' allocation.
- v. As soon as the flats of the building on the said Premises are completed and made habitable, the Developer shall deliver possession to the prospective buyer.
- vi. Any matter not specifically mentioned in this Agreement or any difference and dispute arising in between the parties hereof shall be referred to a sole Arbitrator jointly appointed by the parties for arbitration, following, provisions of the Arbitration and Conciliation Act, 1996.

**COMMON RESTRICTIONS:**

1. The Developer during construction shall abide by all laws, rules and regulation of Government, Local Bodies and/or other authorities and shall attend to answer and be responsible for any deviation- violation and breach of any of the said laws, Bye-laws, rules and regulations.
2. The Developer or its nominees shall not use or permit to use the flats/shop, if any/car parking space in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may be any nuisance, hazardous to the other occupiers of the new building.

**TITLE & AMENITIES**

1. The Land Owners declare that they have a good and marketable title to the said property without any claim, right, title or interest in or of any other persons thereon and that they have a good and marketable right and title to enter into this Agreement with the Developer. The Land Owners hold land within the ceiling limit as prescribed by the Urban Land (C & R) Act, 1976 and or West Bengal I and Reforms Act.
2. The Land Owners hereby declare that the said property is free from any manner of lispendens, charges, claims encumbrances or mortgages whatsoever.
3. The Developer shall have under its custody of the original documents/Deeds of aforesaid land.

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**MISCELLANEOUS**

1. Upon completion of the building the Developer, by virtue of the Power of Attorney duly registered, shall execute appropriate Sale Deeds/ Conveyances of the land or proportionate share of the land or flats/shops/car parking spaces covered spaces in favour of the Developer and/or his nominated transferees. The stamp duty transfer, charges including registration fees payable for the transfer shall be borne by the transferee(s).
2. As and from the date of completion of the building the Developer and/or his nominated transferees or purchasers of flats, shops, car-parking spaces/covered spaces be liable to pay and bear proportionate charges on account of Municipal Tax, Wealth Tax, and other taxes and all charges and impositions as well as common expenses payable in respect of their flats and car parking spaces/shops/covered spaces.
3. Any bona-fide omission or commission in this Agreement shall be corrected modified and rectified by Supplementary Agreement made between the parties.

**FIRST SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF LAND /PREMISES)**

A PIECE AND PARCEL OF Bastu Land measuring 48 Decimals are lying and situate at Mouza - Birbhanpur, J.L. No. - 91, L.R. Plot No. - 2019 Corresponding to R.S. Plot No- 1656, Area-26 decimals (2) LR-2020 Corresponding to RS Plot No 1657, RS-1653 and RS-1654 Total area 22 Satak LR Khatian No.- 802,3595,2575 & 1974 RS- 366 & 364 P.S -Coke Oven, A.D.S.R., Durgapur, District - Burdwan, Pin No. 713201 free from all encumbrances.

**BUTTED AND BOUNDED**

North : Shanti Ghosh : South : 16 feet Village Road  
East : 16 Feet Wide Road West : 78 Feet wide Shyampur-Nadiha Road

**SECOND SCHEDULE ABOVE REFERRED TO  
(LANDOWNERS ' ALLOCATION)**

Landowners ALLOCATION shall mean all entire land with 30% erected floor area with statutory constructed flat including common facilities common parties and common facilities of the building along with undivided proportionate share of the "said property / premises" absolutely shall be the property of the Developer and together with total sale consideration which will be received from intending purchase/purchasers in any manner.

**THIRD SCHEDULE ABOVE REFERRED TO  
(DEVELOPER 'S ALLOCATION)**

DEVELOPER'S ALLOCATION shall mean all entire land with 70% erected floor area with statutory constructed flat including common facilities common parties and common facilities of the building along with undivided proportionate share of the "said property / premises" absolutely shall be the property of the Developer and together with total sale consideration which will be received from intending purchase/purchasers in any manner.

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**THE FOURTH SCHEDULE ABOVE REFERRED TO "COMMON PORTIONS"**

1. MAIN ENTRANCE AND EXIT.
2. Boundary walls and main entrance gate and exit gate.
3. Entrance lobby, Staircases and staircase landings on all floor of the said building.
4. Electric service line, electric main line, stair case switch and light and electric machine line box, joint box and Electric meter for electrical common water pump and common points and lights within the building and/or within the premises and electric meter space and other electrical fixtures and fittings excluding only those as are within the exclusive area of any unit/flat commercial space exclusively for its use.
5. Electric water pump space and underground water reservoir , overhead water storage tank, water supply line together with all common plumbing installations and fittings for carriage of water excluding only such parts or installations and fittings as are installed within the exclusive area of any unit/flat exclusively for its use.
6. The underground septic tank and all drainage and sewerage lines and other drainage and sewerage installations and fittings for smooth outlet of waste water and waste materials excluding only such coats or installations and fittings which are installed within the exclusive area of any fiat/unit/commercial space, if any, exclusively for its use.
7. Such other common parts, areas, equipments, installations, fixtures, fittings spares space and materials in or about the said land and the building as are necessary for passage to and/or user of the flats/units/ commercials spaces in common by the other flats/units/commercial space of the same building.
8. Roof shall be common.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
COMMON EXPENSES**

**PROPORTIONATE TO THE AREA OF OWNERHIP:**

1. All costs of maintenance, operating, replacing, white washing, painting, rebuilding, reconstruction, decorating or re-decorating and lighting the common portions and also the outer walls of the said building.
2. All charges and deposits for the supplies of common utilities.
3. Municipal rates and taxes and other outgoing save those as are separately assessed on the respective flats/units/commercial space.

*J. N. S.*



4. All expenses referred above shall be borne and paid proportionately by the Land Owners/Purchasers/Co-owner from the date of taking over possession of their respective portions or from the date of transfer by Deed of Conveyance whichever is earlier.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**THE TERMS & CONDITIONS**

1. The Land Owners / co-owner/Purchaser/Purchasers will not be entitled to claim portion of the undivided proportionate share in the land and/or the common parts of the building and/or in respect of the common services & utilities therein.
2. Until separate assessment Land Owners / co-owner/purchaser shall bear and pay proportionate share of said Municipal rates & Taxes and also bear and pay proportionately all common expenses to the respective authorities. Upon mutation of the purchaser name and separate assessment of the purchaser allocated Flat the purchaser shall pay and bear such Tax & Rates wholly on imposition in respect of the said flat and proportionately in respect of the common portions of the building to the respective authorities.
3. The Land Owners / co-owner / purchaser will be bound to take delivery of the said allocated unit / flat within fifteen days strictly from the date of receiving of the completion notice or intimation of possession letter of the said unit/flat by the Developer, failure of which the responsibilities of the said flat will go to the purchaser's side.
4. Land Owners / co-owner / purchaser will be bound to make Deed of Conveyance in respect of the allocated Unit / Flat within six month from the date of taking delivery of the said flat strictly, failing which the responsibilities of making the Deed of conveyance will go to the purchaser' side only .
5. Land Owners / co-owner / purchaser shall not obstruct or object to the Developer or his men or agents using, allowing others to use, making or transferring the Developer's portion and/or any type of constructional work by the Developer on any part of the building or premises, excepting the Land Owners / co-owner /Purchaser's allocated flat.
6. Land Owners / co-owner / Purchaser shall not obstruct or object to the developers selling, granting, transferring rights to any person/person's, Company/ Companies, any type of organizations, according to the developers choice of any part of the land and/or building, excepting the Land Owners / co-owner/purchaser's unit, without effecting the right of the Land Owners / co-owner/Purchaser in respect to the common portions of the building.

J.W.S.

7. After getting delivery of the Unit/Flat in the said proposed building the Land Owners / co-owner/Purchaser at his own cost or expenses strictly shall do the following:
- (a) Land Owners co-owner/Purchaser will keep and use the flat and every part thereof and all fixtures and fittings therein which are exclusive parts of the flat properly painted and in a good repairs and neat & clean condition and decent and respectable place of abode.
  - (b) Land Owners / co-owner /Purchaser will use the allotted portions and all common portions quietly, peacefully and carefully and only for the purposes for which they are respectively meant.
  - (c) Land Owners / co-owner /Purchaser will co-operate with the Developer and the Association and/or other flat/space owners in the building for upkeep and proper maintenance and protection of the common portions.
  - (d) Land Owners / co-owner /Purchaser will pay all the common expenses and rates & taxes to the Developer /the Association proportionately according to the decision of the developer.
8. After getting the delivery of the flat in the said proposed building the Land Owners co-owner/purchaser strictly shall not do any of the following Acts deeds or things:
- (a) Without specific consent in writing of the developer demolish any part of the Land Owners/ co-owner/Purchaser flat/space and/or do any constructional addition or alteration work in the Land Owners / co-owner /purchaser' allocated space or any part of it which may affect the vertical, horizontal and/or lateral support provided by the various parts of the unit to the remaining parts of the building or any constructional work which may affect the other co-purchaser / Land Owners / co-owner of the building.
  - (b) Add or alter any portion, elevation or colour scheme of the building.
  - (c) Place or caused to be placed any Articles or objects in the common areas like cycles, motorbikes, household goods, furniture, machines etc, without specific consent in writing from the developer.
  - (d) Place or caused to be placed any flower Tub, Shoe stand or shoes or any heavy articles in the common stair cases and stair case landings and use the common portions for purposes other than the purposes for which they are meant.
  - (e) Throw or accumulate or caused to be thrown or accumulated any Dust, Filth, Rubbish, Waste Materials of refuse of any kind in the common areas save at the place therefore indicated.
  - (f) Injure, harm, and damage the common portions of any other flat space in The premises or the building by making any addition or alteration and withdrawing any constructional support or by doing any constructional work.
  - (g) Do or knowingly suffer anything to be done which is likely to cause nuisance or annoyance to the occupant of the other units in the premises and/or neighboring houses.
  - (h) Use or allow the unit or any part thereof to be used for any club, public meeting, conference hall, nursing home, boarding house , public eating house or other public purposes , without the specific consent in writing from the developer and then from all the related Government Departments.

JAS



- (i) Put up or affix any Signboards, Nameplate, Hoarding, banner, or other things or other similar articles in the common portion or on outside walls of the building in writing by the Developer.

**9. The Land Owners / co-owner / Purchaser will however not be entitled to fix a different name plate on the main entrance door of the unit.**

- (a) Carry on or knowingly suffer being carried on any Obnoxious, Injurious, Dangerous, and Hazardous, Immoral or illegal acts in the unit and/or the common portions.
- (b) Keeping or storing any offensive, Obnoxious, Injurious, Dangerous, Hazardous, articles in the unit or the building.
- (c) Keeping any heavy article on the floor or operate any kind of heavy machine other than the usual home appliances.
- (d) Keep or allow any lunatic or any person suffering from any Virulent, dangerous or Infectious disease within the unit or the building.
- (e) Affix or draw any cable T.V. broadcasting wire, Television wire, telephone Wire or any pipeline from and to through any common portion of the building or outside /inside wall of other units of the building.

In witness whereof both the party put their respective signature in this deed of agreement on this day, month and year above written.

Witness :-

1. Dulal Sin,  
S/o Late Manindra Nath Sin  
Durgapur Court  
Durgapur-16

Tapan Kumar @ Ram Narayan Mondal.  
Signature Of Sri Tapan Kumar Mondal

Hari Narayan Mondal  
Signature Of SRI HARI NARAYAN MONDAL

Daya moy Mondal.  
Signature Of Sri Dayamoy Mondal

2 Ranajit Mondal.  
S/o Late Narayan Ch. Mondal.  
Durgapur-05.

Biswajit Mondal @ Biswa Nath.  
Signature Of Biswajit Mondal Mondal.  
NIDHI BUILDERS  
Alok Kerkh  
Partners

NIDHI BUILDERS

Signature Of Partners Of M/S Nidhi Builders  
NIDHI BUILDER

NIDHI BUILDER

Drafted and typed by me

Sursasarnan Banerjee  
Partners

Anil Paul  
Partners

Jnanendra Nath Sinha  
ADVOCATE  
Jnanendra Nath Sinha  
Advocate, Durgapur Court  
PO -Durgapur-16, District-Burdwan  
Reg. No. 16/2000

NIDHI BUILDERS  
Subhasish Mondal  
Partners

## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো/Fingers Print & Photo

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



Tapan Kumar  
Ran narayan

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature Tapan Kumar @ Ran narayan  
Hand

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



Harinarayan  
mondal

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature Harinarayan Mondal

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



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature Dayamoy Mondal

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



Biswajit Mondal

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature Biswajit Mondal



## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো/Fingers Print & Photo

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



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature Alok Kerk

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



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me



স্বাক্ষর  
Signature Rina Singh

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



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature Sorsa Sekhar Banerjee

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







উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature Anil Pal



## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো/Fingers Print & Photo

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



Subhasish Mondal

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature: Subhasish Mondal

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

ফটো

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature: \_\_\_\_\_

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

ফটো

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature: \_\_\_\_\_

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

ফটো

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature: \_\_\_\_\_



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

GRN: 19-201718-002457655-1  
 GRN Date: 30/06/2017 09:22:30  
 BRN: CKC8820329

Payment Mode: Online Payment  
 Bank: State Bank of India  
 BRN Date: 30/06/2017 09:23:23

**DEPOSITOR'S DETAILS**

Name: ALOKE KESH  
 Contact No.:  
 E-mail:  
 Address: VILL NADIHA, PS COKE OVEN BURGAPUR 713201  
 Applicant Name: Mr Alope Kesh  
 Office Name:  
 Office Address:  
 Status of Depositor: Buyer/Claimants  
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
 Payment No 2

Id No.: 02060000884017/3/2017  
 (Query No./Query Year)

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	02060000884017/3/2017	Property Registration- Stamp duty	0030-02-103-003-02	15010
2	02060000884017/3/2017	Property Registration- Registration Fees	0030-03-104-001-16	14
<b>Total</b>				<b>15024</b>

In Words: Rupees Fifteen Thousand Twenty Four only