

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

E 580881

28.10.19. 11.87.

DEVELOPMENT AGREEMENT

Admitted to Registrate the Mignature Sheet and the Endroments Attached with this Documents are the Part of this Documents are the Part of this Decument.

QUERY NO.

0206-0001627481/2019

DISTRICT

Burdwan presently Paschim

Bardhaman

MOUZA

Bhiringi

P.S.

Durgapur

AREA OF LAND:

10.50 Katha

2 3 OCT 2019

CAR"

SINO. 1590 Date 22/10/2019

Sold to PSP Buildest.

Address Swapp Soldest

Value of Stamp Soldest

Date of Purchase of the stamp

Pepar from Treat 180CT 2019

Name of the T from

Du pur

Diatterjus

Semnsih Chatterjee
Stamp Vendar

A.D.S.R. Office, Durgapur-18
Licence No.-1/2016-17

Re listra, Outon Dis.

Addl. Dist. Sub-Registrar Durgapur, Pasahim Bardhaman

2 3 OCT 2019

BETWEEN

MRS. MUKUL ROY [PAN - ANDPR9361F] W/o. Sri. Amal Chandra Roy, by Faith-Hindu, by Occupation-Housewife, Resident of Ambagan, P.O.-Bhiringi,, P.S- Durgapur, District-Burdwan presently Paschim Bardhaman, PIN-713213, hereinafter refereed to and called as the "LANDOWNERS" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, representatives, executors, administrators, successors and assigns) of the FIRST PART

AND

PSP BUILDERS [PAN-AAXFP0196K] A Partnership Firm having its office at 3/10, Nivedita Place, P.S- Durgapur, P.O- Benachity, District- Burdwan presently Paschim Bardhaman, PIN-713213, Represented its Partner's (1) SMT. SNIGDHA CHATTERJEE [PAN-AIGPC4628L] Wife of Sri. Raju Chatterjee, by faith-Hindu, by occupation-Business, residing at 3/10, Nivedita Place, P.S- Durgapur, P.O.- Benachity, District-Burdwan presently Paschim Bardhaman, PIN-713213, (2) SRI. PRADIP MAJUMDER [PAN-AMBPM1357M] Son of Late Haripada Majumder, by faith-Hindu, by occupation-Business, residing at A/65/A, Natun Pally, P.S.- Durgapur, P.O- Benachity, Districtpresently Paschim Bardhaman, PIN-713213 (3) SRI. PRAFULLA Burdwan CHAKRABORTY [PAN-AVUPC5658F] Son of Late Manik Chakraborty, by faith-Hindu, by occupation- Business, residing at Natun Pally, P.S.- Durgapur, P.O.- Benachity, District- Burdwan presently Paschim Bardhaman, PIN-713213, hereinafter refereed to and called as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the SECOND PART

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

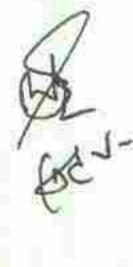
Subject Matter of Agreement

- 1. Development and Construction of Building on scheduled Property: Terms and conditions agreed between the Owner and the Developer /Contractor with regard to development and construction of multistoried Building at the scheduled premises in R.S. plot No. 225 (L.R. Plot No. 1909 & 1929) measuring area 10.50 Katha or 18.3 decimal; L.R.Khatian No-2550, classification- Bastu/Kanali, situated within Dist. Burdwan under Asansol and Durgapur Development Authority, ward No. 14 of Durgapur Municipal Corporation, Police Station- Durgapur, Sub-Registration office of Durgapur, Mouza- Viringi; J.L. No- 68, L.R.J.L. No-119 (Scheduled / Said- Property).
- 2. Representations, Warranties and Background:
- 2.1. Owner's Representations: The Owner's have represented and warranted to the Developer as follows:
- a) Ownership of Said Property: 2.5 Katha out of 10.50 Katha purchased through Registered Sale Deed No.4684 for the year 1979 of Joint Sub Registrar Raniganj at Durgapur from Smt. Urmila Konar & others, 2.5 Katha out of 10.50 Katha purchased through Registered Sale Deed No.2008 for the year 1981 of Joint Sub Registrar Raniganj at Durgapur from Smt. Urmila Konar & others, 3 Katha out of 10.50 Katha purchased through Registered Sale Deed No.1393 for the year 1988 of A.D.S.R. Durgapur from Smt.



Sima Sarkar and she became the owner of rest 2.5 Katha land as per gift deed vide No-7241 for the year 2001 of A.D.S.R.Durgapur and the present owners got the right, title ,interest, occupation and possession over the scheduled property. The delineation of the said property as soon in the aforesaid sale deed annexed hereto is accurate and correct and such sale deed is and shall always be treated as a part of this agreement.

- b) Rights of Owners: The Owners are seized and possessed of and well and sufficiently entitled to the Said Property. Save as mentioned herein, no person other than the Owners has any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Property or any part thereof and there are no outstanding claims or demands between the Owner and any third party and thus the entirety of the Said Property is free from all encumbrances, liens, mortgages, charges, Lis pen dens, trusts, debuttors, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments of whatsoever or howsoever nature.
- c) No Express or implied Mortgage: Neither the title deeds nor any other documents in respect of the Said Property or any part thereof have been deposited in favour of any party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise.
- d) No Previous Agreement: The Owner has not dealt with the Said Property in any manner nor created any right, title or interest therein in favour of any third party in any manner whatsoever or howsoever and have not entered into been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Property.
- e) No Disputes Relating to Statutory Outgoings: The Said Property is free from any land charge and all statutory outgoings in respect thereof including land revenue have been paid in full by the Owner till the date of this Agreement.
- f) No Covenants and Restrictions: The Said Property is not subject to any covenants, restrictions, stipulations, easements, rights of pre-emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.
- g) Easements Unrestricted: No right or easement appurtenant to or benefiting the Said Property is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Property.
- h) No Boundary Dispute: The entirety of the Said Property is butted and bounded and there is no manner of boundary dispute in respect thereof.
- i) No Legal Proceeding: (1) There is no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Property or the Owner, which may in any manner prejudicially affect the due performance enforceability of this Agreement or any obligation, act, omission or transaction stated hereunder nor is there any threat of any such proceedings (2) there are no unfulfilled or unsatisfied judgment



- (3) there is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Property and (4) there is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Property or the Owner and the Owner is not engaged, whether as plaintiff, or defendant or otherwise, in any litigation, criminal or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or agency and no litigation, criminal or arbitration proceedings are pending by or against the Owner and there are no facts which are likely to give rise to the same or to proceedings in respect of which the Owner would be liable to indemnify any person concerned.
- j)Status of Possession: Save as mentioned herein, the Said Property is and shall continue to be in the khas, vacant, peaceful, physical and absolute possession of the Owner and no third party or parties have or had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Property, by way of adverse possession or otherwise.
- **k)** Owner has Marketable Title: The Owner has good, free, clear, marketable, bankable and transferrable right, title and interest in the Said Property, free from all encumbrances of any and every nature whatsoever save as mentioned herein. The Owner shall at its own cost and responsibility keep its title in the Said Property good, free, clear, marketable, bankable and transferrable, till the completion of the Project (defined in Clause 5.3 below).
- 2.2 Developer's Representations: The Developer has represented and warranted to the Owner as follows:
- a) Infrastructure, Expertise and Financial Capacity of Developer: The Developer is carrying on business of civil construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer has the necessary financial capacity to carry out the entire process of development / construction and at no point of time shall take plea that the Project cannot be carried out due to lack of financial capacity.
- b) Developer has Authority: The Developer has full authority to enter into this Agreement and appropriate authorizations to that effect exist.
- c) Decision to Develop / construct: The Owner decided to have the Said Property developed into multistoried building and pursuant thereto discussions were held with the Developer for taking up the development and construction of multistoried building at the Said Property by constructing a cluster of ready-to-use residential buildings of mutually decided height with car parking spaces, specified areas, amenities and facilities to be enjoyed in common and land (collectively Said Complex) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (such development and construction of multistoried building collectively Project) by selling the saleable spaces and amenities in the Said Complex (Units) to prospective buyers [collectively Transferees, which expression includes, without limitation or exception all persons who agree to buy Units in the Said Complex and for the purposes contained in Clauses 5(f) and 12(b) below shall include (I) the Owner for the unsold Units comprised in the Owner's Allocation [defined in Clause 8(a) below] and (ii) the Developer for unsold Units comprised in the Developer's Allocation [defined in Clause 8(b) below].



d) Finalization of Terms Based on Representations of Parties: Pursuant to the above and relying on the representations made by the Parties to each other, final terms and conditions for the Project are being recorded by this Agreement.

3. Basic Understanding

- a) Development of Said Property by Construction of multistoried residential building of Said Complex: The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the Said Complex thereon of the Said Complex on principal to principal basis, with (1) specified inputs and responsibility sharing by the Parties as mentioned herein and (2) exchange with each other of their specified inputs as mentioned herein.
- b) Building Plans: The Said Complex shall be constructed in accordance with architectural plans (Building Plans) which will be got prepared by the Developer by such Architect be decided by the Developer and after approval of the Building Plans by the Owner, the Developer shall submit the same to DMC and other statutory authorities concerned with sanction (collectively Planning Authorities) and obtain sanction/permission, in the manner mentioned in this Agreement.
- c) Costs of Development / construction etc.: The Developers shall bear and pay all costs and expenses of and relating to construction of the Said Complex and shall have absolute right and full authority to appoint sub-contractors, agents, sub-agents etc.

4. Appointment and Commencement

- a) Appointment and Acceptance: The Parties hereby accept the Basic Understanding between them and the conditions precedent as recorded in Clause 3 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the Developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owner.
- b) Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this agreement shall remain valid and in force all obligations of the Parties towards each other stand fulfilled and performed.

5. Sanction and Construction

- a) Sanction of Building Plans: The Architect shall prepare the Building Plans and the Developer shall have the same approved by the Owner. Thereafter, the Developer shall submit the Building Plans for sanction. In this regard it is clarified that (1) the Developer shall be responsible for obtaining all approvals needed for the Project and (ii) all costs, charges, expenses, outgoings and fees for sanctions and clearances of the Building Plans shall be borne and paid by the Developer/ contractor. If by any reason the building plan shall not sanctioned by the Durgapur Municipal Corporation then that shall be intimated to the Land Owner within 12 month.
- b) Architect and Consultants: The Developer shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the Project including professional fees and supervision charges and the Owner shall have no liability or responsibility therefore. d) Construction of Said Complex: The Developer shall commence the construction work of the Said Complex after receiving all necessary



approvals for commencement of construction. The Developer shall, at its own costs and expenses, construct, erect and complete the Said Complex in accordance with the sanctioned Building Plans. Such construction shall be as per specifications described in the 4th Schedule below, common to all Units of the Said Complex (Specifications).

- c) Completion Time: With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete Said Complex within a period of 36 (Thirty Six) months from the date of sanction of the Building Plans, with a grace period of 6 (six) months, subject to Force Majeure
- d) Common Portions: The Developer shall, at its own costs, install and erect in the Said Complex the common areas, amenities and facilities such as stairways, lifts, firefighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, overhead water tank, water pump and motor, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex etc. For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by Durgapur Project Limited and/or other agencies. It is clarified that the expression Transferees includes the Owner and the Developer/ contractor, to the extent of unsold Units comprised in the Owner's Allocation and the Developer's/ contractor's Allocation. It is further clarified that the Developer alone shall be entitled to receive and appropriate from all the Transferees (including Transferees of the Owner's Allocation) (i) charges for electric equipment and cabling (ii) charges for generator, water connection and other amenities and facilities and (iii) charges for maintenance.
- e) Temporary Connections: The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer/ contractor, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges.
- f) Modification: Any amendment or modification to the Building Plans may be made or caused to be made by the Developer.
- g) Co-operation: Neither Party shall indulge in any activities that may be detrimental to the Project and/or may affect the mutual interest of the Parties. The Owner shall provide all cooperation that may be necessary for successful completion the Project.

6. Possession and Title Deeds

- a) Possession of Said Property: For the purpose of carrying out the development in terms of this Agreement, the Owner has already inducted the Developer as a licensee in respect of scheduled / said property.
- b) Deposit of Title Deeds: The Developer shall be entitled to take delivery of the said original title deeds and all link deeds from the Owners for production thereof before authorities, banks etc. and subject to the provisions of Clause 10(d) below, will have to return the same to the Owners. The said original title deeds and all link deeds will not be mortgaged by the Developer in favour of any banks and/or financial institutions and/or any other persons, save and except as required for the purposes of the Project, in the manner mentioned in Clause 10(d) below. On completion of the Project, the Contractor / or Owner (as the case may be) shall handover the original title deeds and



7. Powers and Authorities

- a) Development Power of Attorney: Simultaneously herewith, the Owner shall grant to the Developer and/or its nominees a registered Development Power of Attorney relating to the Said Property for booking and entering into agreements for sale and for the purpose of execution of sale deed of the Units comprised in the Developer's Allocation [defined in Clause 8(b) below].
- b) Further Acts: Notwithstanding grant of the General Power Of Attorney, the Owner hereby undertakes that it shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this Agreement.

8. Owner's / Developer's Consideration

- a) Owner's Allocation: The Developer shall at its own costs and expenses, construct, finish, complete and make available collectively to the Owner, in habitable condition and according to the Building" Plans, such number of Units and covered and open car parking spaces which are particularly mentioned and described in Second Schedule hereunder along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property.
- b) BENEFIT ARISING OUT OF PROJECT: Shall mean Rs. 82,00,000/-(Rupees Eighty Two Lac) only out of which Rs. 20,00,000/-(Rupees Twenty Lac) only payable at the time of execution of registered Development Agreement and Rs. 6,00,000/- (Rupees Six Lac) Only after 15 days from the date of sanction plan payable by the Developer to the Owner and rest Rs.56,00,000/-(Rupees Fifty Six Lac) only payable @ Rs. 8,00,000/- in every installment with a gap of four month starting from after six month of sanctioned plan.
- C) Developer's Allocation: The Developer shall be exclusively entitled for all Units/Flats and covered and open car parking spaces along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property save and except the landowner allocation which are particularly mentioned and described in the Second Schedule hereunder.

9. Financials

Con .

a) Project Finance: The Developer may arrange for financing of the Project (Project Finance) by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of the Developer's Allocation and construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation but collateral security may be created by depositing the original title deeds of the Said Property, in which event the Owners shall handover the original title deeds and link deeds to the Developer. The Owner shall deposit the title deeds of the Said Property with the Banker but on the clear understanding that no corporate or personal guarantee of the Owner is being given and the Banker shall have no right of recovery against the Owner and the Owner's Allocation. For this purpose, the Owner shall execute necessary documents through its delegated authority as contained in the General Power Of Attorney and if required by the Banker, the Owner shall join as consenting party to create a charge in favour of Banker for availing such Project Finance.

10. Dealing with Respective Allocations

- a) Sale of Owner's Allocation: The Owner shall sell the Owner's Allocation through its own efforts and cost and appropriate the entire consideration from such sale
- b) Sale of Developer's Allocation: The Developer shall sell the Developer's Allocation through its own efforts and cost and appropriate the entire consideration from such sale.
- c) Transfer of Developer's Allocation: In consideration of the Developer constructing the Owner's Allocation, the Owner shall execute deeds of conveyance of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation in favour of the Transferees of the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution by the Owner shall be through the delegated authority given to the Developer by the Development Power of Attorney.
- d) Transfer of Owner's Allocation: The Developer shall join the deeds of conveyance in favour of the Transferees of the Owner's Allocation and shall execute and register the same in its capacity as the confirming party. Such execution by the Developer shall be through the delegated authority given to the Owner by the Power of Attorney.
- e) Cost of Transfer: The costs of such conveyances (both in respect of the Owner's Allocation and the Developer's Allocation) including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.
- f) Possession to Transferees: If at the end of the Project, there are any unsold Units in the Owner's Allocation, then the Developer shall handover the same to the Owner, complete in all respect charges after receiving payment for generator, water connection and other amenities and facilities. In this regard it is clarified that upon completion of the Project, the Developer shall give 15 (fifteen) days' notice to the Owner for taking possession and thereafter the Developer will be free to deliver possession and register conveyances of the Developer's Allocation, irrespective of possession being taken by the Owner.

11. Municipal Taxes and Outgoings

- a) Relating to Period Prior to Agreement: All municipal taxes, land revenue and outgoings (collectively Rates) on the Said Property relating to the period till the date of this Agreement shall be borne, paid and discharged by the Owner. It is made specifically clear that all Rates outstanding upto such date shall remain the liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by any statutory authority.
 - b) Relating to Period After Agreement: All Rates on the Said Property relating to the period after the date of this Agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all Rates outstanding after such date shall remain the liability of the Developer and such dues shall be borne and paid by the Developer, till the Project is completed.
 - c) Relating to Period After Completion of Project: After completion of the Project, the Parties shall bear and pay the Rates applicable to the unsold portions of their



respective allocations while the Transferees shall pay the Rates applicable to their respective Units.

12. Post Completion Maintenance

- a) Maintenance: The Developer shall frame a scheme for the management and administration of the Said Complex and/or Common Portions thereof.
- b) Maintenance Charge: As and from the date possession of various phases of the Said Complex is delivered (Possession Date), the concerned Transferees and the Owner and the Developer (in respect of unsold Units allocated to them) shall become responsible for payment of all charges and taxes thereon for maintenance and upkeep of the Common Portions and facilities in the Said Complex ;Maintenance Charge). The Maintenance Charge shall be fixed by the Developer and till such maintenance is handed over to a Society/Association and/or any other organization, the Developer shall collect the Maintenance Charge.

13. Common Restrictions

a) Applicable to Both: The Owner's Allocation and the Developer's Allocation in the Said Complex shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Complex.

14. Obligations of Developer

- a) Completion of Development within Completion Time: The Developer shall complete the entire process of development of the Said Property within the Completion Time unless extended in writing.
- b) Meaning of Completion: The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation
- c) Compliance with Laws: The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance.
- d) Construction at Developer's Risk and Cost: The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Building Plans and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owner fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/representatives thereof.

15. Obligations of Owner

a) Co-operation with Developer: The Owner undertakes to fully co-operate with the



b) Marketing of Owner's Allocation: The Developer shall be responsible for marketing of the Owner's Allocation.

16. Indemnity

- a) By Developer: The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or defect therein and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise.
- b) By Owner: The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any and all actions, suits, costs, proceedings and claims that the Developer may suffer due to any defect in title of the Owner to the Said Property and/or any encumbrance or liability whatsoever thereon.

17. Limitation of Liability

a) No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

18. Miscellaneous

a) Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

19. Termination

- a) Circumstances of Termination: In the event sanction of the Building Plans and all other permissions, consents, clearances, registrations and no objections required for commencement of construction not being granted for any reason whatsoever, this Agreement shall stand terminated at the option of the Developer without claiming any cost and expenses from landowner.
- b) No Termination: Except as mentioned above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance or cancellation of this Agreement and additionally also to award ° damages and other such reliefs.

20. Force Majeure

a) Meaning of Force Majeure: The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act



of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively Force Majeure).

b) Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

21. Amendment/Modification

Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

22. Arbitration

Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between the Owner and the Developer (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

- a) Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.
- b) Arbitration Tribunal: The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following Two Arbitrators:
- c) Appointment by Owner: 1 (one) Arbitrator to be appointed by the Owner.
- d) Appointment by Developer: 1 (one) Arbitrator to be appointed by the Developer.
- e) Conduct of Arbitration Proceeding: The Parties irrevocably agree that:-
- i) Place: The place of arbitration shall be Durgapur.
- ii) Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.
- iii) Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.



FIRST SCHEDULE

(Said Property)

All that piece and parcel of Bastu/Kanali Land measuring 10.50 Katha or 18.3 Decimal, more or less situate, lying at and being Mouza- Bhiringi, J.L.No-68, L.R. J.L.No-119, R.S. PlotNo-225, comprising in L.R. Plot No.-1909 & 1929, L.R. Khatian No-2550, within Ward No.-14, of the Durgapur Municipal Corporation, Sub-Registration Durgapur, Dist-Burdwan presently Paschim Bardhaman entire land is butted and bounded as follows:-

In the East:-

20 Ft. Wide Road

In the West:-

Land of Mukherjee Babu

In the South:-

Land of

In the North:-

Building of Rani Bala Saha

Second Schedule (Owners Allocation) (Description of Landowners Flat)

Area in Sq. Ft.	Floor	Choice
More or less 950 Sq. Feet	2nd	As per choice of owner
More or less 1041 Sq. Feet	4th	As per choice of Developer

THIRD SCHEDULE

(Specifications)

WATER SUPPLY	D.M.C					
STRUCTURE	RCC framed construction with infill brick walls					
WALLS	Conventional brickwork. Internal Walls Cement plastering overlaid with smooth					
WALL FINISH	Interior - Wall putty. Exterior - Combination of weather coat.					
FLOORING	Vitrified Tiles in all bedrooms, Living-cum-Dining, In Kitchen and Balcony anti skid ceramic Tiles,					
KITCHEN	Kitchen platform made of Granite Slab. Glazed tiles, up to the height of two feet from the platform. Stainless steel sink					
TOILET	Anti skid ceramic Tiles in toilet floor, Standard glazed tiles or the Wall up to the height of 5 feet. ISI/ISO branded sanitary and CP fittings (as per supply), Concealed plumbing and pipe work.					
DOORS	Door with tough timber frames and solid-core flush shutters and PVC door in toilet.					
WINDOWS	Aluminum frames with fully glazed shutters and quality fittings					
WIRING	Standard concealed wiring for electricity. Average 25(Twenty Five) Points for 2 BHK					
ELECTRIC METER	Individual meter for each unit by individual cost.					
AMENITIES	Adequate standby generator for inside Flats, common areas, services.					

Lift provided for every floor in the building.

W.

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor/representative of Developer are attested in additional pages in this deed being no. (1) (A), (1) (B), i.e. in total numbers of pages and these wile treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the OWNERS /FIRST PART at DURGAPUR in the presence of:

MukulRoy

SIGNED AND DELIVERED by the DEVELOPER/SECOND PART at DURGAPUR in the presence of:

WITNESSES:

O Smy it Mando
Sh. Manyon Mando
Vin, Auguspur, Der 15
P.S. Coquaen, Did. Brodens

presently Roching Rockman
Sto dark Tibenden mohen Some
Bank of Bearoda hoti
Norba Porry, Brusselisty.

O Annal Chandoa Ray,

M. Ramash Ch. Ruy,

915 Annahagan Road.

Durga Pur 13

P.S.P. BUILDERS
Sniggha Chatterjee
Partner

Pradip musumder

Partner

P.S.P. BUILDERS

Partner

Partner

Drafted and Typed by me & I have read over & Explained in Mother languages to all parties to this deed and all of them admit that the same has been correctly written as per their instruction

Subrete Murlent ec SUBRATA MUKHERJEE ADVOCATE

Durgapur Court Enroll No.- WB/506/2007





Covernment of India

Surajit Mondai

Father: Manerarian Mondal

DOB 15/07 1993

Male



7372 4361 9968

आधारं'- आम आदमी का अधिकार

Smit Mass.





THE RESIDENCE OF THE PARTY OF T

"Unique identification Authority of India

Address:

ANGADPUR, DURGAPUR -15, Durgapur (m. Corp.). Angadpur, Barddhaman, West Bengal, 713215

7372 4361 9968



molprá Lidal, goviln

www.ujatrigav.fr

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

GRN:

19-201920-008559533-1

Payment Mode

Online Payment

GRN Date: 22/10/2019 15:58:56

Bank:

AXIS Bank

BRN:

13202961

BRN Date:

22/10/2019 16:00:12

DEPOSITOR'S DETAILS

ld No.: 02060001627481/5/2019

[Query No./Query Year]

Name:

SUBRATA MUKHERJEE

Contact No. :

Mobile No.:

+91 7797737722

E-mail:

Address:

PURSA PS DURGAPUR DIST BURDWAN

Applicant Name:

Mr SUBRATA MUKHERJEE

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 5

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹1
<i>/</i> 1	02060001627481/5/2019	Property Registration- Stamp duty	0030-02-103-003-02	5011
2	02060001627481/5/2019	Property Registration-Registration	0030-03-104-001-16	82011

Total

In Words:

Rupees Eighty Seven Thousand Twenty Five only

आयकर विभाग INCOME TAX DEPARTMENT SNIGDHA CHATTERJEE

ASHOK BANERJEE

30/05/1985

Permanent Account Number

AIGPC4628L

Snegdha Challegies

Signatura



भारत सरकार GOVT OF INDIA





Snigstha Chatteriee

इस कार्ड के छोने / पाने पर कृपया नृषित करें / खेटाएं आयकर पेन सेवा इकाई, एन एस डी एल 5 वी मंजिल, मंत्री रटर्लिन, प्लॉट नं, 541, सर्वे नं, 997 / 6, मॉखल फोलोनी, दींप बंगला चौक के पास, पुगे - 411 016.

If this card is lost / someone's lost card is found, please inform / return to:
Income Tax PAN Services Unit, NSDL
Sth floor, Mantri Sterling,
Piot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk.
Pune - 411.016.

Tel: 91-20-2721 8080 Page 91-20-2721 8081 e-mail: timinfo(guadi.com

आयकर विमाग INCOMETAX DEPARTMENT PRAFULLA CHAKRABORTY

भारत सरकार GOVT OF INDIA

MANIK CHAKRABORTY

09/01/1975
Permanent Account Number

Rapilla Chil

Signature



Prafulla Chakembort

इस कार्ड के खास / पाने पर कृपणा सूचित करें / सीटाए आरम्बुल पेत सेन्द्रा इकार्ड, एन एस की एल दोसरी मंजील, सफायर चंचर्स, यानेर टेलिफोस एक्स्प्रेज के नजदीक, बानेर, पुना – 411045

If this card is lost / someone's lost card is found, please inform / return to :
Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Punes 411 045

Tel: 91,20-2721 8080, Pax: 91 20-2721 8081 - mail: cininformedico in

आयकर विभाग INCOME TAX DEPARTMENT

PRADIP MAJUMDER

HARIPADA MAJUMDER

17/04/1978 Permanent Account Number

AMBPM1357M

Signature



भारत सरकार GOVT, OF INDIA





Prodip mos Duder

इसकार्व के खोने / पाने पर कृपगा सूचित करे / तीटाए आयकर्ष पैन सेवा इकाई, एन एस डी एस इ वी मंजिल, मंत्री क्टलिंग, प्लीट में 341, सर्वे न 997/8, मंडिल कालोनी, दीप बंगला चीक के पास, पुणे – 411 016

If this card is lost / someone's lost card is found, please inform / return to:
Income Tax PAN Services Unit, NSDL.
5th floor, Mantri Sicrling.
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk.
Pune - 411 016.

Tel: 91-20-2721 8080 Nove 91-78-2721 8081 c-mail: tininfo@nadl.co.in

आयकर विमाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA

MUKUL ROY

MAHINDRA NATH SAHA

12/05/1956 Permanent Account Number

ANDPR9361F

Mukal Roy

Signature





Mukul Roy

Major Information of the Deed

Deed No:	1-0206-06419/2019	Date of Registration	23/10/2019	
Query No / Year	0206-0001627481/2019	Office where deed is registered		
Query Date	21/10/2019 1:47:27 PM	A.D.S.R. DURGAPUR, District: Burdwan		
Applicant Name, Address & Other Details	SUBRATA MUKHERJEE Pursha, Thana: Durgapur, District Status: Advocate	t : Burdwan, WEST BENGAL,	Mobile No. : 7797737722,	
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 82,00,000/-]		
Set Forth value		Market Value		
Rs. 2/-		Rs. 73,20,000/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 10,011/- (Article:48(g))		Rs. 82,014/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urban	

Land Details:

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Unassessed Road (Viringi), Mouza: Viringi, JI No: 119, Pin Code: 713213

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-1909 (RS:-225)	LR-2550	Bastu	Kanali	13.3 Dec	1/-	53,20,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L2	LR-1929 (RS:-225)	LR-2550	Bastu	Bastu	5 Dec	1/-	20,00,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
		TOTAL :			18.3Dec	2 /-	73,20,000 /-	
	Grand	Total:			18.3Dec	2 /-	73,20,000 /-	

Land Lord Details:

0			Pt Detect	Clanatura			
	Name	Photo	Finger Print	Signature			
Mrs MUKUL ROY (Presentant) Wife of Mr AMAL CHANDRA ROY Executed by: Self, Date of Execution: 22/10/2019 , Admitted by: Self, Date of Admission: 23/10/2019 ,Place : Office			Mukalikey				
		23/10/2019	LTI 23/10/2019	23/10/2019			
	Ambagan, P.O:- Bhiringi, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ANDPR9361F, Aadhaar No: 33xxxxxxxxx9263, Status:Individual, Executed by: Self, Date of Execution: 22/10/2019 , Admitted by: Self, Date of Admission: 23/10/2019, Place: Office						

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	PSP BUILDERS 3/10, Nivedita Place, P.O:- Durgapur, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213, PAN No.:: AAXFP0196K, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

Name	Photo	Finger Print	Signature
Mrs SNIGDHA CHATTERJEE Wife of Mr RAJU CHATTERJEE Date of Execution - 22/10/2019, , Admitted by: Self, Date of Admission: 23/10/2019, Place of			Snigotha Chatterise
	Oct 23 2019 1;30PM	LTI 23/10/2019	23/10/2019
3/10, Nivedita Place, P.O:- Be PIN - 713213, Sex: Female, E AIGPC4628L, Aadhaar No: 98	enachity, P.S:- Du By Caste: Hindu,	urgapur, Durgapur Occupation: Busi	, District:-Burdwan, West B ness, Citizen of: India, , PA

Finger Print Signature Name Photo Mr PRADIP MAJUMDER Son of Late HARIPADA MAJUMDER Pradist mass maler Date of Execution -22/10/2019, , Admitted by: Self, Date of Admission: 23/10/2019, Place of Admission of Execution: Office 23/10/2019 Oct 23 2019 1:31PM 23/10/2019

A/65/A, Natun Pally, P.O:- Benachity, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMBPM1357M, Aadhaar No: 95xxxxxxxxx5592 Status: Representative, Representative of: PSP BUILDERS (as PARTNER)

Name	Photo	Finger Print	Signature
Mr PRAFULLA CHAKRABORTY Son of Late MANIK CHAKRABORTY Date of Execution - 22/10/2019, , Admitted by: Self, Date of Admission: 23/10/2019, Place of Admission of Execution: Office			Bufullu Chykmost
	Oct 23 2019 1:31PM	LTI 23/10/2019	23/10/2019

Natun Pally, P.O:- Durgapur, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVUPC5658F, Aadhaar No: 34xxxxxxxxx3527 Status: Representative, Representative of: PSP BUILDERS (as PARTNER)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr SURAJIT MONDAL Son of Mr MANORANJAN MONDAL Angadpur, P.O:- Angadpur, P.S:- Coke Oven, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713215	A		Smjit Mara)
	23/10/2019	23/10/2019	23/10/2019

Identifier Of Mrs MUKUL ROY, Mrs SNIGDHA CHATTERJEE, Mr PRADIP MAJUMDER, Mr PRAFULLA CHAKRABORTY

Transf	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mrs MUKUL ROY	PSP BUILDERS-13.3 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Mrs MUKUL ROY	PSP BUILDERS-5 Dec

Land Details as per Land Record

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Unassessed Road (Viringi), 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:- 1909, LR Khatian No:- 2550	Owner:মুকুল রায়, Gurdian:অম চন্দ্, Address:লিজ , Classification:কালালী, Area:0.13300000 Acre,	Mrs MUKUL ROY
L2	LR Plot No:- 1929, LR Khatian No:- 2550	Owner:মুকুল রায়, Gurdian:অম চন্দ্, Address:লিজ , Classification:বাস্ত, Area:0.050000000 Acre,	Mrs MUKUL ROY

Endorsement For Deed Number: I - 020606419 / 2019

On 21-10-2019

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 73,20,000/-

Partha Bairaggya

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. DURGAPUR

Burdwan, West Bengal

On 23-10-2019

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

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

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

Presented for registration at 11:37 hrs on 23-10-2019, at the Office of the A.D.S.R. DURGAPUR by Mrs MUKUL ROY Executant.

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

Execution is admitted on 23/10/2019 by Mrs MUKUL ROY, Wife of Mr AMAL CHANDRA ROY, Ambagan, P.O. Bhiringi, Thana: Durgapur, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession House wife

Indetified by Mr SURAJIT MONDAL, , , Son of Mr MANORANJAN MONDAL, Angadpur, P.O: Angadpur, Thana: Coke Oven, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713215, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 23-10-2019 by Mrs SNIGDHA CHATTERJEE, PARTNER, PSP BUILDERS (Partnership Firm), 3/10, Nivedita Place, P.O:- Durgapur, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213

Indetified by Mr SURAJIT MONDAL, , , Son of Mr MANORANJAN MONDAL, Angadpur, P.O: Angadpur, Thana: Coke Oven, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713215, by caste Hindu, by profession Law Clerk

Execution is admitted on 23-10-2019 by Mr PRADIP MAJUMDER, PARTNER, PSP BUILDERS (Partnership Firm), 3/10, Nivedita Place, P.O:- Durgapur, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213

Indetified by Mr SURAJIT MONDAL, , , Son of Mr MANORANJAN MONDAL, Angadpur, P.O: Angadpur, Thana: Coke Oven, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713215, by caste Hindu, by profession Law Clerk

Execution is admitted on 23-10-2019 by Mr PRAFULLA CHAKRABORTY, PARTNER, PSP BUILDERS (Partnership Firm), 3/10, Nivedita Place, P.O:- Durgapur, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213

Indetified by Mr SURAJIT MONDAL, , , Son of Mr MANORANJAN MONDAL, Angadpur, P.O: Angadpur, Thana: Coke Oven, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713215, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 82,014/- (B = Rs 82,000/-, E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 82,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/10/2019 4:00PM with Govt. Ref. No: 192019200085595331 on 22-10-2019, Amount Rs: 82,014/-, Bank: AXIS Bank (UTIB00000005), Ref. No. 13202961 on 22-10-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,011/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1590, Amount: Rs.5,000/-, Date of Purchase: 22/10/2019, Vendor name:

Somnath Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/10/2019 4:00PM with Govt. Ref. No: 192019200085595331 on 22-10-2019, Amount Rs: 5,011/-, Bank: AXIS Bank (UTIB00000005), Ref. No. 13202961 on 22-10-2019, Head of Account 0030-02-103-003-02

Partha Bairaggya

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

Burdwan, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0206-2019, Page from 146218 to 146245
being No 020606419 for the year 2019.



Digitally signed by PARTHA BAIRAGGYA Date: 2019.11.06 17:26:37 +05:30

Date: 2019.11.06 17:26:37 +05:3 Reason: Digital Signing of Deed.

Dosto ___

(Partha Bairaggya) 06-11-2019 17:26:13
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)