

1698

G-1613



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

B 273059

B 273059

1.12/15

certified that the Document
 is Admitted to Registration, the
 Signature Sheet and the Endo-
 rosement* attached with this
 Document are the Part of this
 Document.

A.D.S.R. Durgapada
 Burdwan

04 MAR 2015

DEVELOPMENT AGREEMENT

Dist- Burdwan , P.S.Kanksa, Mouza - Bamunara,
 Area of land 4.5 Cottah , Under Gopalpur Gram
 Panchayet Area.

THIS DEVELOPMENT AGREEMENT IS MADE ON 4TH DAY
 OF MARCH, 2015 (Two Thousand Fifteen) BETWEEN:

02 MAR 2015

Sl. No. 493 Date

Name: Amit Green view Housing Pvt Ltd

Address: Durgapur 72

Value of Stamp Paper: 500/-

Date of Purchase of the Stamp

Paper from Treasury: 27 FEB 2015

Name of the treasury from where Purchase-Durgapur.

~~Jitendra Nath Mondal~~

Stamp Vendor

Durgapur Court, Durgapur-16

Licence No-1708



2
Addl. Dist. Sub-Registrar
Durgapur, Burdwan

SRI ANIRUDDHA PAL [PAN-AWXPP5040Q] son of Sri Bankim Chandra Pal, by faith-Hindu, by occupation-Business, Nationality- Indian, resident of Village & Post-Bamunara, P.S.-Kanksha, Durgapur-12, District-Burdwan, West Bengal, PIN-713212, hereinafter referred to and called as "LANDOWNER" (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

AMRITA GREEN VIEW HOUSING PRIVATE LIMITED, [PAN - AAKRA8090C] a company incorporated under the provisions of the Companies Act, 1956 having its registered office 1/32, Aldrin Path, Bidhannagar, Durgapur, P.S.-N.T.S. District-Burdwan, West Bengal, PIN-713212, hereinafter referred to as the DEVELOPER, represented by one of its Director Mohadev Paul S/o late Nakul Paul, resident of Village & Post-Bamunara, P.S.-Kanksha, Durgapur-12, District-Burdwan, West Bengal, PIN-713212 hereinafter referred 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

Whereas the present landowner owning and possessing of a land measuring about 4 (Four) Katha 8 (eight) Chhatak under Mouza- Bamunara, J.L.No-58, R.S Plot no-1324, L.R.Plot no-1005, KhatianNo - 586, L.R. Khatian no-3242, under the jurisdiction of Gopalpur Gram Panchyat Dist-Burdwan. The property more fully mentioned and describe in the First schedule is purchased property of the land owner he purchased the same vide deed no 3540 for the year 1999 of A.D.S.R. Durgapur and the same also duly been recorded in the LR record of rights in the name of land owner.

AND WHERE AS the First Part desire to develop the First schedule property by construction of a multi storied building up to maximum limit of floor consisting of so many flats and parking space etc as approved by Gopalpur Gram Panchyat but the owner has not the sufficient fund for the development work and for this reason First Part is in search of a Developer for the said development work.

AND WHEREAS the First Part herein has approached the Second Part and whereas the Second Part after considering the various aspects of execution of the project and proposal of the landowner has decided to construct multistoried building therein consisting of apartments and flat with the object of selling such flats/apartments to the prospective purchasers and the Second Part has accepted the proposal of First Part

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

I-DEFINITION

- 1.1 **OWNER/LANDLORD:-** SRI ANIRUDDHA PAL son of Sri Bankim Chandra Pal by faith-Hindu, by occupation-Business, resident of Village & Post-Bamunara, P.S.-Kanksha, District-Burdwan, West Bengal, PIN-713212.
- 1.2 **DEVELOPER:-** Shall mean AMRITA GREEN VIEW HOUSING PRIVATE LIMITED a company incorporated under the provisions of the Companies Act, 1956 having its registered office 1/32, Aldrin Path, Bidhannagar, Durgapur, P.S.-N.T.S., District-Burdwan, West Bengal, PIN-713212.
- 1.3 **LAND:-** Shall mean land measuring about about 4 (Four) Katha 8 (eight) Chhatak or more or less 7.425 decimal, under Mouza- Bamunara, J.L.No-58, Plot no-1324, L.R.Plot no-1005, KhatianNo:- 586, L.R khatian no3242, under the jurisdiction of Gopalpur Gram Panchyat Dist-Burdwan.
- 1.4 **BUILDING:-** Shall mean the Building/s to be constructed, erected, promoted, developed and built on the premises by the Owners herein or the Developer herein in the Land mentioned in the FIRST SCHEDULE.
- 1.5 **ARCHITECT (S):** Shall mean such Architect(s) whom the Developer may from time to time, appoint as the Architect(s) of the Building.
- 1.6 **GOPALPUR GRAM PANCHYAT:-** Shall mean the Gopalpur Gram Panchyat and shall also include other concerned authorities that may recommend, comment upon approve, sanction, modify and/or revise the Plans.
- 1.7 **PLAN:** Mean the sanctioned and/or approved plan of the building/s sanctioned by the Gopalpur Gram Panchyat and shall also include variations/modifications, alterations therein that may be made by the Owners herein or the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any.
- 1.8 **OWNERS CONSIDERATION:-** Shall mean 35% (Thirty five percent) of the super build up area of the Building which is constructed over and above the First Schedule mentioned together with the undivided impartible proportionate interest in the said land and in the common portions.
- 1.9 **DEVELOPER'S AREA:** Shall mean entire building/s together with the undivided impartible proportionate interest in the said land and the common portions after providing owners area as mentioned in para-1.8.
- 1.10 **SECURITY DEPOSIT :** Shall mean entire Rs 10,00,000/- (Ten lakhs only) within 48 months out of which Rs 2,00,000/- (Two lakhs only) vide cheque no 001580 dated 4th January 2014 of Axis Bank Ltd, Rs 2,00,000/- (Two lakhs only) vide cheque no 103318 dated 9th August 2014 of Axis Bank Ltd, already paid by the Developer to the Land Owner and the remaining Rs 6,00,000/- (Six lakh only) is due out of which

Rs 2,00,000/- shall be paid vide cheque no 167207 dated 25th March 2015 of Axis Bank Ltd, and Rs 4,00,000/- (Four lakhs only) shall be paid vide cheque no 167208 dated 30th April 2015 of Axis Bank Ltd. And the entire Rs 10,00,000/- (Ten lakhs only) shall be refunded by the land owner to the developer after successful completion of the project.

- 1.11 **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
- 1.12 **PROJECT:** Shall mean the work of development undertake and to be done by the Owners herein or 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.
- 1.13 **FORCE MAJEURE:** Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other statutory Body or any Court, Government Regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Developer including Land owner.
- 1.14 **PURCHASER/S** shall mean and include:
- A) If he/she be an individual then his/her respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
 - B) If it be a Hindu Undivided Family then its members of the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns
 - C) If it be a Company then its successor or successors-in-interests and/or permitted assigns;
 - D) If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
 - E) If it be a Trust then its Trustees for the time being and their successor(s)-in-interest and assigns.
- 1.15 **Masculine gender:** Shall include the feminine and neuter gender and vice versa.
- 1.16 **Singular number:** Shall include the plural and vice-versa.

II- COMENCMENT: - This agreement has commenced and shall be deemed to have commenced on and with effect from the date as mentioned hereinabove at the commencement of this agreement

III- EFFECTIVENESS:- This agreement shall become effective from the date of getting sanctioned plan from Gopalpur Gram Panchyat.

IV:- DURATION:- This agreement is made for a period of 48 month from the date of it become effective with a grace period of 6 month with a condition that the construction shall start within 2 month from getting the sanctioned plan from Gopalpur Gram Panchyat.

V:- SCOPE OF WORK:- The Developer shall construct a multistoried building according to sanctioned plan of Gopalpur Gram Panchyat over and above the First Schedule Land.

VI:- OWENER DUTY & LIABILITY:-

1. The owners has offered total land of 4 Katha 8 Chhotak or(more orless) 7.425 decimals for development and construction of a housing complex consisting of flats / apartments & parking spaces.
2. That the Owner shall within 7 (Seven) days from this agreement shall vacate and deliver the vacant and peaceful possession of the 1st Schedule property to the second party
3. The Owners hereby declared that :-
 - a) No acquisition proceedings have been initiated in respect of the schedule mentioned plot.
 - b) There is no agreement between the Owners and any other party (except **AMRITA GREEN VIEW HOUSING PRIVATE LIMITED**) either for sale or for development and construction of housing complex and the said land is free from any encumbrance.
4. That the Owner have agreed that they are personally present before the Registering Authority to sign all the agreement for sell and all deeds of conveyance for selling the Flats to the prospective buyer as Land Owners
5. That the Owner also agreed that he gives full authority & power to Second Part to do & execute all lawful acts, deeds things for the owners and on his behalf in respect of all activities related to developing and construction of a housing complex on The said land i.e to receive sanctioned plan from the Gopalpur Gram Panchyat, such other statutory authority or authorities, received No objection certificate from Asansol Durgapur Development Authority, to make sign and verify all application or objection

to appropriate authorities for all and any license permission or consent etc, to take legal proceedings which are required to be taken in connection with the work of development and construction if any legal action is taken against land owner in connection with the same project, to prosecute and defend such legal proceedings, affidavit, application, etc to engage advocate and to do all such things required to be done in that behalf and sale of flats/apartments to the prospective buyers save and except Owner's allocation and accept booking money, advance and consideration money. However, the attorney or the developer shall not acquire any right, title or interest in the said land/premises until the deeds of transfer are executed by the owners and the owners shall agreed to ratify all acts and things la fully done by the developer

VII- DEVELOPER DUTY, LIABILITY & responsibility:-

1. The developer **AMRITA GREEN VIEW HOUSING PRIVATE LIMITED** confirms and assures the owners that they are fully acquainted with and aware of the process / formalities related to similar project in Corporation area and fully satisfied with the papers/documents related to the ownership, physical measurement of the said land, litigation free possession, suitability of the site and viability of the said project and will not raise any objection with regard thereto.
2. The developer confirms and assures the owners that they have the financial and other resources to meet and comply with all financial and other obligations needed for execution of the total project within the schedule time under this agreement and the owners do not have any liability and or responsibility to finance and execute the project or part thereof
3. The developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision & security of reputed Architect/Planner, authorized/Licensed by appropriate authority. The building plan should comply with the standard norms of the multistoried buildings including structural design and approval of the local sanctioning authority/Corporation/Govt agencies. Any variation/alteration/modification from the original approved drawing/plan needs approval of the owner & the Architect before submission to the

Corporation/appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both the owners and developers. However, basic character of the project consisting of flats/apartment/parking space and common space like garden/water will remain intact unless agreed to by both the owners and Developers.

4. That the Developer shall not raise any question regarding the measurement of the 1st schedule mentioned property and Developer shall take all necessary step to save the property from any kind of encroachment by the adjacent land owner.
5. That the Developer shall be responsible for any acts deeds or things done towards any fund collection from one or more prospective buyer of the proposed flats.
6. That the Developer shall be responsible for complying with the Rules & Regulation in all matters including construction of the building according to the sanctioned plan and shall be responsible for complying with all provisions of law that may be in force from time to time and the Owner shall not be responsible for any infringement of law that may be in force from time to time during the subsistence of this Agreement. The Owner Part shall not be responsible for any accident or damage or loss during the course of the construction of the proposed building. The Second part shall be responsible for the said incident or damage or loss during construction.
7. That the Developer shall complete the Development work/Construction of building/flat at its own cost and expenses in pursuance of the sanctioned plan within 48 months from the date approval of plan by the PANCHYAT with further additional period of 6 months if needed both the case the time shall be computed on and from the date of agreement.
8. That Developer shall not claim any extra amount for water and electricity connection from the Land Owners for their allocation.
9. That the Developer shall not make the Owner responsible for any business loss and/or any damages etc or due to failure on the part of the Developer to correctly

construct the Flats and/or to deliver correctly the same to the intending purchasers and in such cases the Developer shall beentire responsibility.

VIII-Developer Allocation:- Developers Allocations shall mean entire building including common facilities of the building along with undivided proportionate share of the "said property / premises" after providing the Land Owners allocation as mentioned in this deed.

IX-Miscellaneous :-

- a) Indian Law- This agreement shall be subject to Indian law and under the Jurisdiction of Durgapur Court.
- b) Confidentiality & non-disclosure- Both the parties shall keep all non-public information & documents concerning the transaction herewith confidential unless compelled by Judicial or administrative process.
- c) Disputes- Differences in opinion in relation to or arising out during execution of the housing project under this agreement shall be intimated by a registered letter/Notice and then to an arbitral tribunal/arbitrator for resolving the disputes under this arbitration & conciliation Act, 1996, with modification made from time to time. The arbitral tribunal shall consist of one arbitrator who shall be an Advocate, to be nominated by both the parties or their legal advisors.
- d) copies of all statutory approvals of the competent bodies e.g. land conversion, approved building plan, lifting/connection of water & electricity, sewerage disposal etc. with due approval and or any other clearance from competent authority are to be supplied by the developers to the owners time to time.
- e) The owners can visit the construction site anytime with intimation to the developer/site supervisor and discuss with the site supervisor but will not disturb the construction work. However, any unusual and non-permissible actions/operations observed at site can be brought to the notice of the developer and the architect for discussion and necessary corrective action.

- f) The developer shall ensure safe & sound building design and construction, complete safety of the workmen, minimum wages, first class standard quality of materials supplied/used along with all other legal formalities and moral obligations during execution of the project so as to render the first party free from legal obligations and all other risks and hazards whatsoever related to the project. And the owner shall not be liable for same in any manner whatsoever whether during construction or after construction.
- g) The second party or the developer shall have the right and/or authority to deal with and negotiate with any person and or enter into any deal with the contract and/or agreement and/or agreement and/or borrow money and /or take advance from any bank/financial institution and/or also allocate flats under this agreement and within the framework of Power of attorney and the First part (Land owner) shall have no responsibility in this regard.
- h) A successful project completion certificate from the Architect or any competent technical body with specific observations/ comments on the design, quality of material and workmanship, of the water supply system, sewerage system, electric supply system and the lifts to be obtained by the developer and will be responsible for any defect and rectification thereof at their cost/expense for a guarantee period of next six months after handing over of physical possession of the flats.
- i) That all cost, charges and expenses for execution of the whole project and including stamp duty and registration fee for execution and registration of this agreement and or deed of conveyance/transfer of the said land shall be borne paid and discharged by the Developer exclusively.
- j) The owners shall have no right, title, interest, claim whatsoever in the consideration received by the developers or its nominees out of the developers allocation.
- k) The landowners and the developers have entered into their agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership

between them in any manner nor shall the parties hereto be constituted as association of persons.

- l) 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 purpose 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 of the same and the land owner shall sign on the said plan/plans, application, paper, documents, etc. as and when the developer asked for the same without demanding any remuneration and/or money for the same.
- m) Save and except the conditions and stipulations as mentioned herein the owner shall have every right to terminate the agreement at any moment if any condition and stipulations is violated and in case of termination of agreement the Developer can not claim any damages from the landowner towards the cost incurred in construction of project.

First Schedule above referred to
(Description of Land)

All that piece and parcel of BAID at present usable as bastu Land measuring an area 4 (Four) Katha 8 (eight) Chhatak or more or less 7.425 decimal, under Mouza- Bamunara, J.L.No-58, Plot no-1324, L.R,Plot no-1005, KhatianNo - 586, L.R khatian no3242, under the jurisdiction of Gopalpur Gram Panchyat Dist-Burdwan Butted and Bounded

North:- Plot no 1325

South:- Plot 1372

East:-Plot no 1326

West:- Balance part of 1324

Second Schedule above referred to
(Owner's Consideration)

Shall mean 35% (Thirty five percent) of the super build up area of the Building which is constructed over and above the First Schedule mentioned together with the undivided impartible proportionate interest in the said land and in the common portions.

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:

Amiruddha Pal

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

Amrita Green View Housing Pvt. Ltd.
Mahadev Paul

Director

WITNESSES:

- 1) Pritom Mandal S/O Late Prabir Mandal
VIII - B, Khatipur, P.O - Nadiha, D.G.P - 18
- 2) Sulech Chandan Sutarudhan
S/O - Late Shulean Sutarudhan
Diyala, Durgapur - 8

Drafted and Typed at my office & I 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

Pradip Kr. Acharyya

PRADIP KR. ACHARYYA











ADVOCATE,

Durgapur court

Enrollment no-WB/512/2000

1(a)

Signature, colour passport size photograph, finger prints of both the hands of the Vendor & Purchaser

Left Hand					
	Thumb	Fore	Middle	Ring	Little
Right Hand					

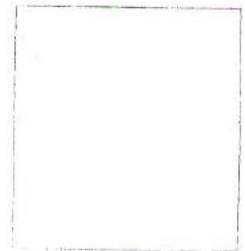


Aniruddha Pal











Colour passport size photograph, finger prints of both the hands is attested

Aniruddha Pal

Left Hand					
	Thumb	Fore	Middle	Ring	Little
Right Hand					



Colour passport size photograph, finger prints of both the hands is attested

Left Hand					
	Thumb	Fore	Middle	Ring	Little
Right Hand					



Mahadev Paul

Colour passport size photograph, finger prints of both the hands is attested

Mahadev Paul



Left Hand					
	Thumb	Fore	Middle	Ring	Little
Right Hand					







Colour passport size photograph, finger prints of both the hands is attested

Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. DURGAPUR, District- Burdwan
Signature / LTI Sheet of Serial No. 01698 / 2015, Deed No. (Book - I , 01613/2015)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Aniruddha Pal Village: Bamunara, Thana: -Kanksa, P.O. :-Bamunara, District: -Burdwan, WEST BENGAL, India, Pin :-713212	 04/03/2015	 LTI 04/03/2015	Aniruddha Pal 04/03/2015

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Aniruddha Pal Address -Village: Bamunara, Thana: -Kanksa, P.O. :-Bamunara, District: -Burdwan, WEST BENGAL, India, Pin :-713212	Self	 04/03/2015	 LTI 04/03/2015	Aniruddha Pal 04/03/2015
2	Mahadev Paul Address -Village: Bamunara, Thana: -Kanksa, P.O. :-Bamunara, District: -Burdwan, WEST BENGAL, India, Pin :-713212	Self	 04/03/2015	 LTI 04/03/2015	<i>Amrita Green View Housing Pvt. Ltd.</i> Mahadev Paul Director

Name of Identifier of above Person(s)

Pritam Mondal
Biharpur, P.O. :-Nadiha, District: -Burdwan, WEST
BENGAL, India, Pin :-713218

Signature of Identifier with Date

Pritam Mondal
04/03/2015



(Satyajit Biswas)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR
Office of the A.D.S.R. DURGAPUR



Government Of West Bengal
Office Of the A.D.S.R. DURGAPUR
District:-Burdwan

Endorsement For Deed Number : I - 01613 of 2015
(Serial No. 01698 of 2015 and Query No. 0206L000003097 of 2015)

On 04/03/2015

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 : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 11003.00/-, on 04/03/2015

(Under Article : B = 10989/- ,E = 14/- on 04/03/2015)

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.-21,56,220/-

Certified that the required stamp duty of this document is Rs.- 5011 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 20/- is paid , by the Bankers cheque number 813668, Bankers Cheque Date 03/03/2015, Bank : State Bank of India, DURGAPUR CITY CENTRE, received on 04/03/2015

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

Presented for registration at 13.12 hrs on :04/03/2015, at the Office of the A.D.S.R. DURGAPUR by Aniruddha Pal ,Executant.

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

Execution is admitted on 04/03/2015 by

1. Aniruddha Pal, son of Bankim Chandra Pal , Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin :-713212, By Caste Hindu, By Profession : Business
2. Mahadev Paul
Director, Amrita Green View Housing Pvt. Ltd., 1/32 Aldrin Path, Bidhannagar, Durgapur, Thana:-New Township, District:-Burdwan, WEST BENGAL, India, Pin :-713212.
, By Profession : Business

Identified By Pritam Mondal, son of Late Prabir Mondal, Biharpur, P.O. :-Nadiha, District:-Burdwan, WEST BENGAL, India, Pin :-713218, By Caste: Hindu, By Profession: Others.

(Satyajit Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
DURGAPUR




(Satyajit Biswas)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 1426 to 1441
being No 01613 for the year 2015.




(Satyajit Biswas) 04-March-2015
ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR
Office of the A.D.S.R. DURGAPUR
West Bengal