পশ্চিমবঙ্গ पश्चिम ब्लंगाल WEST BENGAL

B 198730

# DEVELOPMENT AGREEMENT

Mouza-Bamunara

Area of Land-4.5 Decimal

Admitted to Registrate Admitted to Registrate Admitted to Registrate Admitted Sheet and the Endrosements Admithed with this Documents are the Part of this Pocument.

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Licence No-1/68



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Addl. Dist. Sub-Registras

Durgapur, Burdwan

16 DEC 2014

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# THIS DEVELOPMENT AGREEMENT IS MADE ON 12TH DAY OF DECEMBER, 2014 BETWEEN

(1) SRI RAMESHWAR CHOUDHURY[PAN-ACAPCI268Q] Son of Late Baliram Choudhury, by faith-Hindu, by occupation-Service, (2) SMT. SANTI DEVI [PAN-AOQPD1405 Q] Wife of Sri Rameshwar Choudhury, by faith-Hindu, by occupation-Housewife, both are resident of 2/16, North Avenue, A-Zone, P.S.-Durgapur, District-Burdwan, West Bengal, PIN-713204, hereinafter refereed 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 its Director. MahapowPaul S/o Late Nakul Paul, resident of Village & Post-Bamunara, P.S.-Kanksha, 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 4.5(Four Point Five) Decimal under Mouza-Bamunara, J.L.No.58, Plot no-1352, L.R.Plot no-1033, KhatianNo-1161, 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 they purchased the same vide deed no7343 for the year 2009 of A.D.S.R. Durgapur

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 there at 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: (1)SRI RAMESHWAR CHOUDHURY 5on of Late Baliram Choudhury, by faith-Hindu, by occupation-Service, (2)SMT. SANTI DEVI Wife of Sri Rameshwar Choudhury, by faith-Hindu, by occupation-Housewife, both are resident of 2/16, North Avenue, A-Zone, P.S.-Durgapur, District-Burdwan, West Bengal, PIN-713204,
- 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 4.5(Four Point Five) Decimal under Mouza-Bamunara, J.L.No-58, Plot no-1352, L.R.Plot no-1033, KhatianNo,-1161, 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 Panchyatand 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 Two No Flat measuring more or less 1200 Sq. Ft (Super built up) and a car parking.
- 1.9 DEVELOPER'S AREA: Shall mean entire building/s together with the undivided impartiable proportionate interest in the said land and the common portions after providing owners area as mentioned in para-1.8
- 1.10 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

- 1.11 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.
- 1.12 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 policles 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

#### 1.13 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;
- 8) 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)-ininterest and assigns.
- 1.14 Masculine gender: Shall include the feminine and neuter gender and vice versa.
- 1.15 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 30 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 Panchayat.

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: -

- The owners has offered total land of 4.5 Decimal for development and construction of a housing complex consisting of flats / apartments & parking spaces.
- 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 :-
- 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 awners 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

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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.



- 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 30 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 been the entire 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.

- 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 menths 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.
- 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.

(St. 1).

#### First Schedule above referred to

(Description of Land)

All that piece and parcel BAID Land measuring an area 4.5(Four Point Five) Decimal under Mouza-Bamunara, J.L.No-58, Plot no-1352, L.R.Plot no-1033, KhatianNo.-1161, under the jurisdiction of Gopalpur Gram Panchyat Dist-Burdwan., Butted and Bounded

North - Land of Kanai Lal Chakraborty

South: - Sunil Das

East:- Sunil Das

West: - 8 ft wide Road

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: Rumeshwor chandhay

Santi Devi ty the Irn of

Manni Nayit'

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

Amrita Green View Housing Pvt. Ltd.

Director

WITNESSES:

Manni Nopit'

SU Kahr Nopit'

Ranigoni Baharu- 713323

Point - Burdwa - W. B

Sund Rana Tentulata colony Dwg apm -15

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

Subjects. Mukherjec (ARN. 8 Hom Count EMOII NO-NB/TO6/2007

Page-10

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

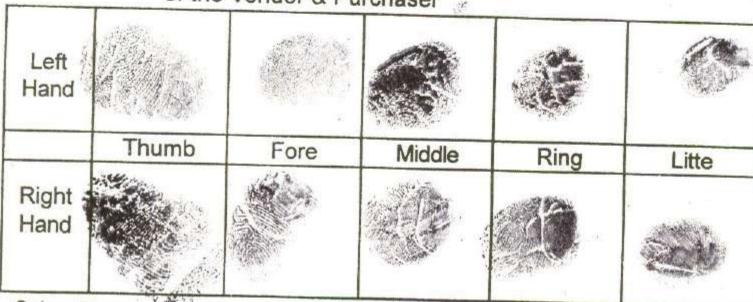
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Colour Passport size photograph, finger prints of both the hands is attested.

- Rameshwer chardhery

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





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

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

Maha der Paux

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

Left Hand					
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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. 09980 / 2014, Deed No. (Book - I , 09550/2014)

## I . Signature of the Presentant

20

Name of the Presentant	Photo	Finger Print	Signature with date
Rameshwar Choudhury 2/16, North Avenue, A- Zone, Durgapur, Thana:-Durgapur, District:-Burdwan, WEST BENGAL, India, Pin:-713204	16/12/2014	LTI 16/12/2014	Rameshwarchoudker

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

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Rameshwar Choudhury Address -2/16, North Avenue, A- Zone, Durgapur, Thana:-Durgapur, District:-Burdwan, WEST BENGAL, India, Pin:-713204	Self	16/12/2014	LTI 16/12/2014	Rameshwortchoudhas
2	Santi Devi Address -2/16, North Avenue, A- Zone, Durgapur, Thana:-Durgapur, District:-Burdwan, WEST BENGAL, India, Pin:-713204	Self		LTI	Sandi Deri by the Pen o Mornoj Napit
			16/12/2014	16/12/2014	
3	Mahadev Paul Address -Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212	Self		LTI	Mahader Poul.
			16/12/2014	16/12/2014	

## Name of Identifier of above Person(s)

Manoj Napit Raniganj Ballavpur, District:-Burdwan, WEST BENGAL, India, Pin:-713323

Signature of Identifier with Date

Mamoj Mapitil1212014



(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 - 09550 of 2014 (Serial No. 09980 of 2014 and Query No. 0206L000017357 of 2014)

## On 16/12/2014

12

# 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) of Indian Stamp Act 1899.

## Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 16/12/2014

(Under Article: E = 14/- on 16/12/2014)

# 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.-9,80,100/-

Certified that the required stamp duty of this document is Rs.- 5010 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

# Deficit stamp duty

Deficit stamp duty Rs. 10/- is paid, by the Bankers cheque number 430315, Bankers Cheque Date 11/12/2014, Bank: State Bank of India, DURGAPUR CITY CENTRE, received on 16/12/2014

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

Presented for registration at 12.34 hrs on :16/12/2014, at the Office of the A.D.S.R. DURGAPUR by Bipad Dhara, one of the Executants.

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

Execution is admitted on 16/12/2014 by

- 1. Rameshwar Choudhury, son of Late Baliram Choudhury, 2/16, North Avenue, A- Zone, Durgapur, Thana:-Durgapur, District:-Burdwan, WEST BENGAL, India, Pin :-713204, By Caste Hindu, By Profession: Service
- 2. Santi Devi, wife of Rameshwar Choudhury, 2/16, North Avenue, A- Zone, Durgapur, Thana:-Durgapur, District:-Burdwan, WEST BENGAL, India, Pin :-713204, By Caste Hindu, By Profession : House wife
- 3. Mahadev Paul Director, Amrita Green View Housing Pvt. Ltd., 1/32, Aldrin Parh, Bidhannagar, , Thana:-New Township, District:-Burdwan, WEST BENGAL, India, Pin:-713212.

5 Jb , PBy Profession : Business

Manoj Napit, son of Kallu Napit, Raniganj Ballavpur, District:-Burdwan, WEST BENGAL, Pin 2743323, By Caste: Hindu, By Profession: Others.

( Satyajit Biswas )

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

EndorsementPage 1 of 2

16/12/2014 13:19:00



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

Endorsement For Deed Number : I - 09550 of 2014 (Serial No. 09980 of 2014 and Query No. 0206L000017357 of 2014)

> ( Satyajit Biswas ) ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR



( Satyajit Biswas )

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 28 Page from 2826 to 2841 being No 09550 for the year 2014.



(Satyajit Biswas) 16-December-2014 ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR Office of the A.D.S.R. DURGAPUR West Bengal

J 678





পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

A 720596

sertified that the Document is Authorized to Registration the Sign are Sheet and the Endrosements Attached and the Part of this Document.

A.D.S.R. Durgapes

3 1 JAN 2014

DEVELOPMENT AGREEMENT

MOUZA

BAMUNARA

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#### THIS DEVELOPMENT AGREEMENT MADE ON THIS THE 31<sup>ST</sup> DAY OF JANUARY, 2014.

#### BETWEEN

SRI LOKE NATH MALLICK [ PAN - AHTPM9096J ] son of Sri Kalicharan Mallick, by faith Hindu, by occupation –Retired Person, by nationality Indian, resident of Village & Post-Bamunara, Durgapur-12, District-Burdwan Hereinafter referred to and called as "LANDOWNER" (herein after called and referred to as LAND OWNERS which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, representatives, executors, administrators, successors and assigns) of the FIRST PART.

#### AND

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, PfN-713212, hereinafter referred to as the DEVELOPER, represented by its Director. Sri Rajpati Choudhury S/o Sri Sadholala Choudhury, resident of Village & Post-Bamunara, P.S.-Kanksha, District-Burdwan, West Bengal, PfN-713212 Hereinafter called the Second party/Developer/promoters of real estates of the SECOND PART (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, representatives and assigns), hereinafter referred to and called as "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 landowners owning possessing and seizing of a land measuring about 8 Cothha under Mouza – Bamunara, J.L. No. – 58, Plot no. (Sabak) – 1372,1324, L.R. Plot No-1054,1005, Under Khatian No. – 586,892,331 within the jurisdiction of Gopalpur Gram Panchayet, District – Burdwan, the property more fully mentioned and described in the Pirst Schedule out of 8 Cothha of land in plot no-1372, 1 Katha purchased vide deed no 4942 for the year 2003 of A.D.S.R.DURGAPUR and in plot no-1372, 3 Katha purchased vide deed no 400 for the year 2003 of A.D.S.R.DURGAPUR and rest 4 Katha of land in plot no-1324 received by way of gift by virtue of Deed no 616 for the year 2014 of A.D.S.R.DURGAPUR.

Chr.

AND WHEREAS the LANDOWNERS desire to develop the First Schedule property by construction of several multi-storied buildings up to maximum limit of floor consisting of so many flats and apartments along with car parking space etc. as approved by Gopalpur Gram Panchayet/Zilla Parishad and/or any other competent authority but due to scarcity of fund AND want of time due to their individual occupation/profession, none of landowners is able

to take any steps for the said development and as such the LANOWNERS are in search of a dependable, competent and reputed Developer for the said development work.

WHEREAS the DEVELOPER COMPANY are desirous to launch multiple housing complex at and around Bamunara and its surrounding area and keeping the view in mind in the process of giving a concrete real shape of their such desire and dream, are in quest of suitable plots of land as per their choice in that area/locality, for their proposed project, accepted the proposal of the First Part for inclusion of the land mentioned in the First Schedule, owned and possessed by the First Part, within their proposed project area, after checking the documents related to the ownership of the land, feasibility of construction and viability of the project and has decided to construct multistoried building thereat, consisting of flats and apartments along with car parking spaces etc., with the object of selling such flats/apartments to the prospective purchasers.

#### BASIC UNDERSTANDING:

Unhindered and undisturbed possession of the land under first schedule is to be given along with the power of Attorney to the developer, so that the developer with full power and authority can do and execute all ministerial acts deeds and things including the right to sale of flats and apartments and to accept booking money, advance and consideration money and can obtain official clearance from the B. L. & L. R. O., the concerned Gram Panchayet, the Zilla Parishad, and/or any competent authority or Govt. Agency, related to development and construction of multistoried buildings, as proposed by Developer to construct either G+7 or G+11 Storied building under their proposed projectl as per approal of concerned authorities.

The developer in return will execute indemnity bond to the owners to keep them saved, harmless against all liability, actions, claims, demands, losses, disputes, damages, accidents, suits, proceedings etc., before proceeding with the project and also possess a good intention to maintain a strict time schedule of payment of cash consideration amount to be paid quarterly and proportionately amongst the land owners as per their individual share to be determined according to the area of land owned by them and after being calculated on the basis of determined, agreed and accepted ratio of share 50:50 being entitled to obtain 50% (Fifty percent) in the part of Landowners to be calculated after taking into account the adjustable advance Rs. 7,00,000/-(Seven Lacs) only leaving the rest 50% (Fifty percent) in the part of Developer, of the total income after deducting expenditures incurred therein i.e., the net profit to be derived from the proposed project, to be assessed and paid on adhoc basis out of total amount received in a quarter as a part or full consideration money towards the sale price of proposed flats/apartments.

#### Now this presents witness as follows:

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. And this agreement shall remain in force till the completion of the project, as per the project plan, and flats and appurtenances are completed and possession thereof are delivered to the intending owners unless terminated in the manner mentioned in the agreement for any breach of any of the terms.



2. The owners have offered total land of 8 Katha for development and construction of a housing complex consisting of flats/apartments & parking spaces, as proposed by Developer to construct several either G + 7 or G + 11 type blocks under their proposed project on express understanding that the developer would comply with and/or cause compliance of all statutory provisions/regulations of the Gram Panchayat or Govt. Departments/Offices in regard to such development & construction with their own cost.

#### 3 The LANDOWNERS hereby declare that :-

- a) The said land is not coming within the purview of section-20 of the urban land ceiling and Regulation act;
- b). No acquisition proceedings have been initiated in respect of the schedule mentioned plot.
- c) There is no agreement between the Owners and any other party (except M/S 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.
- d) The photocopies of all documents for the said land e.g. Tax receipts. Registered Deed, Khatian etc. were supplied to the developer on 30<sup>th</sup> "January 2014 for verification & physical measurement of the area.
- e) The land related dispute shall be resolved by Land Owner
- 4. Both the landowners and the developers have agreed, accepted & confirmed that the covenants shall bind them and their successors in title or interest and shall be strictly performed by both the parties. No amendment or modification of this agreement or any part thereof shall be valid and effective unless it is by an instrument in writing executed by all the parties.
- 5. The developer M/S. AMRITA GREEN VIEW HOUSING PRIVATE LIMITED confirms, accepts and assure the landowners that they are fully acquainted with, aware of the process/formalities related to similar project in Gram Panchayat area and 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.
- 6. 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 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 and it is jointly agreed that in no case the schedule land would be mortgaged either to any Bank or any party for the purpose of securing loan neither by the DEVELOPER nor by the LANDOWNERS.
- 7. 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/Municipality/Gram Panchayat/Govt. Agency.



Any variation/alteration/modification from the original approved drawing/plan needs approval of the owners & the Architect before submission to the Municipality/Gram Panchayat 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.

- 8. The DEVELOPERS shall pay to the LANDOWNERS, part by part through cheques by way of cash consideration money towards the price of the land, to be calculated on the basis of determined, agreed and accepted share of 50% (Fifty percent) of the total net profit to be derived from the proposed project only for the construction area which is constructed over and above the landowner land which is described in First Schedule, to be assessed quarterly on adhoe basis of the total amount received as booking money, an advance and part or full consideration money against sale value of flats/apartments of the proposed project, and to be paid within a week from the date of such assessment and to be apportioned proportionately amongst the LANDOWNERS, as per their individual share determined on the basis of the area of land owned by them, to be calculated after subtracting the amount of Rs. 7,00,000/-(Seven Laes) only which is paid by Developer to the Land Owner as adjustable advance.
- 9. Once possession is taken by the DEVELOPER they shall not raise any question regarding the measurement of the First Schedule mentioned property and DEVELOPER shall take all the necessary step to save the property from any kind of encroachment by the adjacent land owner/s.
- 10. LANDOWNERS shall not be responsible for any acts deeds or things done by DEVELOPER towards any funds collected by the DEVELOPER from one or more prospective buyer of the proposed flats nor shall the Second Part be authorized to put the said premises under any encumbrances whatsoever.
- 11. 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 First Part shall not be responsible for any infringement of law that may be in force from time to time during the currency of this Agreement. The First Part shall not be responsible for any accident or damage or loss during the course of the construction of the proposed building. The DEVELOPER shall be responsible for the said incident or damage or loss during and after construction.
- 12. That the LANDOWNERS shall not be responsible for any business loss and/or any damages etc or due to failure on the part of the Second Part to correctly construct the Flats and/or to deliver correctly the same to the intending purchasers and for any damage to the constructed flats or commercial rooms before or after the transfer of the same to the purchasers.
- That the DEVELOPER/Second Part shall complete the Development work/ Construction of building/flat at its own cost and expenses in pursuance of the sanctioned plan.



- 14. That the LANDOWNERS/ First Part shall be entitled to cancel and/or rescind this agreement after issuance of proper notice under the provision of law if the Developer/Second Part fails to make payment as per provision of clause 8 to the First Part.
- 15. That the LANDOWNERS/ First Part agreed that they will either personally present or be present through their lawful empowered attorney appointed through authentic power of Attorney 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 confirming party subject to payment made according to clause 8.
- 16. That the LANDOWNERS/ First Part also agreed that they shall give full authority and power to the DEVELOPER/ Second Part by executing a deed of power of Attorney to do and execute all lawful acts, deeds things for the owners and on their behalf in respect of all activities related to developing and construction of a housing complex on the said land and sale of flats/apartments to the prospective buyers 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.
- That LANDOWNERS/First Part shall not be entitled to claim any other consideration or money save and except those expressly agreed upon and provided in these presents
- 18. Right Restricted: The DEVELOPER/Second Part shall not lease, mortgage, let out and/or charge the said land on and from the date of execution of this agreement to till the schedule date of completion of the project. And also the First Part will not do any act/deed or things whereby the Second Part may be prevented from construction of the project on the Schedule Land.
- 19. Force Majeure: The developer shall not be held responsible for any consequences or liabilities or completion time under this agreement if the developer is prevented in performing the obligations by reasons of contingencies caused by unforeseen occurrences e.g., 1) Acts of nature, (2) Acts of war (3) Acts of insurrection/terrorist action/civil unrest/riot beyond the control of the Govt. administration.
- 20. Calculation of profit and time Schedule :-

Considering that the owners having agreed to enter into the Development Agreement with the developer on the said property described in the First Schedule hereunder written and knowing the DEVELOPER's rights, powers, privilege and benefits as mentioned herein, the developer has agreed to pay the profit as mentioned in clause 8 herein-above, part by part through cheques as cash consideration money, towards the price of the said property described in First Schedule. Primarily the profit to be calculated in case of G+7 storied building on the basis of calculating present cost of per Sq. Ft is more or less 950 per Sq. Ft (Estimated cost determined on the basis of price of cement @ Rs. 315/- per bag and that of Rod @ Rs. 38/- only per Kg.) subject to variation according to enhancement of price rate and the present sale price of such Flat is Rs. 1700/- only per Sq. Ft. in the event of permission obtain by Developer for G+11 storied building then the per Sq. Ft Cost of construction enhanced from Rs.950 Per Sq. Ft only to Rs. 1100 per Sq. Ft. and present market price of such type of flat is Rs. 1700/- only per Sq. Ft Profit the process of paying the cash consideration to money as narrated in clause 8 herein-above to be continued till the



completion of project in all respect. The Project will be completed within 46(Forty Six) months with a grace period of 2(Two) month.

 Developers Allocations shall mean all entire building/s including common facilities of the building along with undivided proportionate share of the "said properly/premises" subject to transfer of owners consideration as narrated in Clause-8.

#### 22 Flat Owners' association/co-operative society :-

The developer shall take initiative to act as a catalytic agent to form a flat owners' association/co-operative society, as soon as it become feasible. The registration of the association/society is to be done as per existing law of the state and the entire expenditure including the registration cost etc., shall be borne as per proportionate share by the members of the concerned association/society. The land owners owing and possessing flats by means of in exchange/as part of consideration value, in the housing complex shall also be liable to join as members of the association/society, for future management and maintenance of the housing complex and shall abide by the rules and regulations of the association/society.

#### 23. 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) Xerox 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 landowners can visit the construction site anytime with intimation to the developer/site supervisor and discuss with the site supervisor but will not disrupt Or interrupt 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.
  - 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.
- 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 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.

The last

- 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.
- 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 Second Party i.e. Developer exclusively.
- The owners shall have no right, title, interest, claim whatsoever in the consideration received by the developers or its nominees except that have been mentioned in owner's allocation.
- All flat owners/members of the co-operative body will have sole right in respect of the top. floor/roof in the said multistoried building to be used jointly or in the manner what they like.
- 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.
- m) 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.
- n) 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 cannot claim any damages from the landowner towards the cost incurred in construction of project.

### First Schedule above referred to

(Description of Total Land)

All that piece and parcel of Land measuring total area land measuring about 8 Katha under Mouza - Bamunara, J.L. No. - 58, Under Khatian No. - 586,892,331 within the jurisdiction of Gopalpur Gram Panchayet, District - Burdwan

Plot No(Sabak)	L.R.Piot No	Атев	Nature
1372	1054	4 Katha	Baid
1324	1005	4 Katha	Baid

Butted and Bounded

North: Gohoroszala South: Rejpets Chonday
East: Land of Rejpati Chonday West: Anionada Pal

It is hereby declared that the full name, colour passport size photograph and fingerprints of each fingers of both the hands of the authorized representative of LANDOWNERS and DEVELOPERS are attested in additional pages in this Deed being pages nos. 1a & 1b (total 1 page) and the same are treated as part and parcel 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:

SRI LOKE NATH MALLICK

SIGNED AND DELIVERED by the DEVELOPER/SECOND PART

At DURGAPUR in the presence of:

Ray path Chandhary Director

WITNESS:

Racy Reny Samants-St Late-Shyerms, Drs Saments-City Centre Durse for-16

Animoldha Pal source Mappell BOA S/O - Bankim Chandra Pal

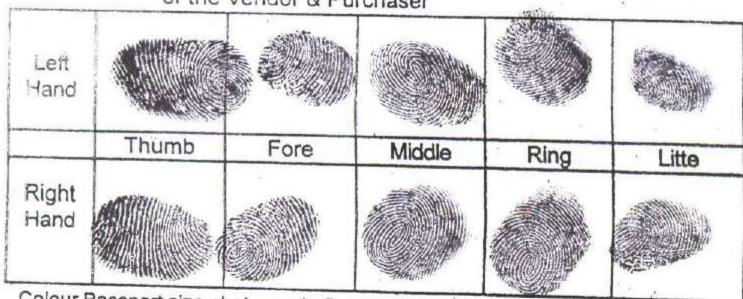
Bhairab Park, Bamurara #705 HAL 1 0

Drafted and Typed at my office & 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

Sabrate MilActro Subrata Mukherjee (Advocate)

From 11 No - WB/ 506/2007

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

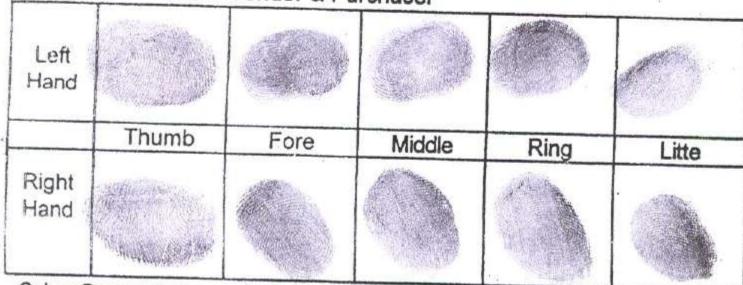




Ray patr chardhay

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

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



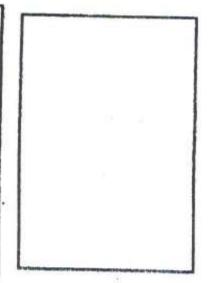


Colour Passport size photograph, finger prints of both the hands is attested.

~ Roke north Mallick.

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

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	Thumb	Fore	Middle	Ring	Litte
Right Hand					



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

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

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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. 00747 / 2014, Deed No. (Book - I , 00678/2014)

## I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Loke Nath Mallick Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin :-713212		LTI	Xoke nath Mallic 31-1-2014
	31/01/2014	31/01/2014	

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Loke Nath Mallick Address -Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212	Self	31/01/2014	LTI 31/01/2014	Roke nath Mallich 31/1/14
2	Rajpati Choudhary Address -Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212	Self	31/01/2014	LTI 31/01/2014	Ray pah chondhar

Name of Identifier of above Person(s)

Ram Renu Samanta City Centre, Durgapur, Thana: - Durgapur,

District:-Burdwan, WEST BENGAL, India, Pin:-713216

Signature of Identifier with Date

Rau Reny Samon 6 -

(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 - 00678 of 2014 (Serial No. 00747 of 2014 and Query No. 0206L000001500 of 2014)

## On 31/01/2014

# 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) of Indian Stamp Act 1899.

### Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 31/01/2014

(Under Article: ,E = 14/- on 31/01/2014)

# 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.-34,84,800/-

Certified that the required stamp duty of this document is Rs.- 7010 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

## Deficit stamp duty

Deficit stamp duty Rs. 2020/- is paid, by the Bankers cheque number 349642, Bankers Cheque Date 31/01/2014, Bank: State Bank of India, DURGAPUR CITY CENTRE, received on 31/01/2014

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

Presented for registration at 13.11 hrs on :31/01/2014, at the Office of the A.D.S.R. DURGAPUR by Loke Nath Mallick ,Executant.

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

Execution is admitted on 31/01/2014 by

- 1. Loke Nath Mallick, son of Kalicharan Mallick, Village:Bamunara, Thana:-Kanksa, P.O.:-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin :-713212, By Caste Hindu, By Profession : Retired Person
- 2. Rajpati Choudhary

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: Others

Identified By Ram Renu Samanta, son of Late Shyamadas Samanta, City Centre, Durgapur, Thana: -Durgapur, District: Burdwan, WEST BENGAL, India, Pin :-713216, 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 2 Page from 4426 to 4439 being No 00678 for the year 2014.



(Satyajit Biswas) 31-January-2014 ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR Office of the A.D.S.R. DURGAPUR West Bengal Name. Loke hath Marian Marian Address.

Value of Stamp Papar. 5888 AN 2014

Paper from Treasury. 18 JAN 2014

Name of the treasury from where Purchase Durgapur.

Stamp Vender

Stamp Vender

Burgapur Court, Durgapur-18

Licence Ne-1/66



7

Addl. Dist. Sub-Registrar Durgapur, Burdwan

3 1 JAN 2014;