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15 JUN 2018

DEVELOPMENT AGREEMENT
WITH THE BUILDER/ DEVELOPER

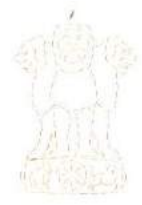
THIS DEVELOPMENT AGREEMENT WITH THE BUILDER / DEVELOPER is made at Durgapur Additional District Sub-Registrar Office on this 15th day of June, 2018

BETWEEN

Page 1 of 18

Jyoti Saha
 Adv

Serial No. 820 Date 14 JUN 2018
Sold to Manoj Construction,
Address Dahanu Bazar, Bantwara
Value of Stamps 500/-
Date of Purchase of this Stamp Page 07 JUN 2018
from the Treasury
Name of the Treasury from where Purchased, DURGAPUR.



Subrata Kumar Chakraborty
Stamp Vender
A. D. S. R. Office, Durgapur-1e
Licence No. 5 of 1985



Addl. Dist. Sub-Registrar
Durgapur, Burdwan

15 JUN 2018

[2]

1. **SMT. SIMA DAS**, [PAN - BLCPD9184N], aged about 58 years, wife of Late Chitta Ranjan Das, Daughter of Annada Prasad Das, by faith Hindu, by occupation Housewife, Residing at 12/2B, Anandapuri Copertive, 54 Feet Road, Benachity, P.O. - Durgapur - 713213, Sub-Registry Office & Sub-Division - Durgapur, P.S. - Durgapur, District - Paschim Bardhaman;
2. **SRI SANTU DAS**, [PAN - AHSPD4979J], aged about 41 years, son of Late Chitta Ranjan Das, by faith Hindu, by occupation Business, Residing at 12/2B, Anandapuri Copertive, 54 Feet Road, Benachity, P.O. - Durgapur - 713213, Sub-Registry Office & Sub-Division - Durgapur, P.S. - Durgapur, District - Paschim Bardhaman and
3. **SRI JHANTU DAS**, [PAN - BCSPD9317G], aged about 33 years, son of Late Chitta Ranjan Das, by faith Hindu, by occupation Business, Residing at 12/2B, Anandapuri Copertive, 54 Feet Road, Benachity, P.O. - Durgapur - 713213, Sub-Registry Office & Sub-Division - Durgapur, P.S. - Durgapur, District - Paschim Bardhaman; hereinafter called and referred to as **LANDLORDS / OWNERS** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **FIRST PARTY** of the **FIRST PART**

AND

Santi Ranjan Adr.

MANALI CONSTRUCTION [PAN No. - ANGPD2521C], having its Registered Office at Sonamukhi, Haranath Road, Dewan Bazar, P.O. & P.S. - Sonamukhi, District - Bankura, PIN Code - 722207, State - West Bengal, India; being represented by its sole proprietor Sri **SHYAMAL DUTTA** [PAN No. - ANGPD2521C], Son of Santi Ranjan Dutta, by Occupation - Business, Nationality - Indian, Residing at Sonamukhi, Haranath Road, Dewan Bazar, P.O. & P.S. - Sonamukhi, District - Bankura, PIN Code - 722207, State - West Bengal; hereinafter referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors or successor-in-office, legal representatives, executors, administrators and/or assigns) of the **SECOND PARTY** of the **SECOND PART**.

WHEREAS the landlords / owners of the first party of the first part are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of *Baide* land or premises or the property admeasuring about more or less 6 (six) decimal being situated at District – Paschim Bardhaman, Additional District Sub-Registry Office & Sub-Division - Durgapur, P.S. – Durgapur, Ward No. – 21, Holding No. 169, Mouza – Faridpur, J.L. No. – 74, R.S. Plot No. – 221, 222 & L.R. Plot No. – 220, 221 & 222, L.R. Khatian No. 2507, 2508, 2509; hereinafter called the “**SCHEDULE PROPERTY**”, which was purchased by the deceased Chitta Ranjan Das, son of Late Jiban Krishna Das of 12/2B, Anandapuri Copertive, 54 Feet Road, Benachity, P.O. - Durgapur – 713213, P.S. – Durgapur, District – Pachim Bardhaman, vide Registered Sale Deed No. 1 - 55 dated 06.01.1992 from Smt. Shyamali Das, wife of Chitta Ranjan Das of 6/21, Bidyapati Road, Durgapur – 713205 6/21, Bidyapati Road, Durgapur – 713205, District – Burdwan.

WHEREAS, Chitta Ranjan Das, son of Late Jiban Krishna Das has been died intestate on 16.07.2015 and he left behind his wife & two sons respectively 1) Smt. Sima Das, wife of Late Chitta Ranjan Das, 2) Sri Santu Das, son of Late Chitta Ranjan Das, & 3) Sri Jhantu Das, son of Late Chitta Ranjan Das. They are the legal hairs or successors as the owners of the one third ($\frac{1}{3}$) share of the schedule below landed property as mentioned in the SCHEDULE PROPERTY i.e. land area 6 decimal (6 decimal divided by 3 persons = 2 decimals) and it has been distributed among the legal hairs or successors as 2 decimals each. As such, 1) Smt. Sima Das, has hold and possessed as well as owner of land area 2 decimal in L.R. Khatian No. 2507, & L.R. Plot No. 220 & 222, 2) Sri Santu Das, has hold and possessed as well as owner of land area 2 decimal in L.R. Khatian No. 2509, L.R. Plot No. 221 and 3) Sri Jhantu Das, has hold and possessed as well as owner of land area 2 decimals, in L.R. Khatian No. 2508, L.R. Plot No. 222 in the below mentioned Schedule Property and more particularly described in the Schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line (which property shall hereinafter for brevity's sake be referred to as the ‘Schedule Property’)

WHEREAS the Developer or the Second Party of the Second Part is the sole proprietor of the firm under the name and style of MANALI CONSTRUCTION having its Registered Office at Sonamukhi, Haranath Road,

Dewan Bazar, P.O. & P.S. – Sonamukhi, District – Bankura, PIN Code – 722207, State – West Bengal,

- A. WHEREAS the facts described above mean and conclude that Owners hereto are the recorded Owners and rightful owners and in possession of the aforesaid *Bahal* land admeasuring more or less 2 decimal more particularly described in the below mentioned Schedule Property.
- B. AND Whereas the Land Owners has been searched a Developer to develop the land described in the Schedule of this Development Agreement into a Multistoried Building (Residential) Complex.
- C. AND Whereas the Developer herein have approached the Land Owners with an intention to develop the said property of the Land Owners and pursuant to the negotiations by and between the parties hereto and subject to the necessary approval being granted by the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 which approval/sanction is agreed to be persuaded by the Developers at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the Municipal Corporation of Durgapur, which responsibility is agreed to be shouldered by the Developers herein as a result of which hereof the Land Owners are desirous of appointing the Developers as develops of the said property by erecting new Multistoried Building (Residential) Complex thereon, more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions hereinafter appearing :
- D. AND Whereas the Land Owners have represented to the Developer as follows:
- I. That the land owners of the first party of the first part are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of *Baid* land, ground or premises one of which is the property admeasuring more or less 2 decimal more particularly described in the below mentioned Schedule Property.
 - II. That the Schedule Property is free from all sorts of encumbrances, attachments, charges, acquisition, requisition, legal flaws, claims,

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demands, dues, notices, religious or family disputes, etc. in any nature whatsoever.

- III. That the said Schedule Property is inherited property; the owner has agreed to cooperate with the Developer for construction of a super structure on the land beneath the said property.
- IV. That the said Schedule Property is not affected by any Road Alignment.
- V. That the landlords / owners of the first party of the first part have not entered into any agreement with any person in respect of the said Schedule Property or create any charge on the said Schedule Property and during pendency of this agreement for development of the said Schedule Property; the first party shall not enter into any agreement with any other Developer or Promoter or create any change in respect of the proposed Multistoried Building to be constructed by the Developer on the said Schedule Property.
- VI. That no notice of attachments, acquisition or requisition received from any competent authority in respect of the said Schedule Property.
- VII. That there is no embargo or outstanding dues in respect of Income Tax of the owners and / or any notice of attachments received from Income Tax Authority under the provisions of the Income Tax Act 1961.
- VIII. That the Land Owners shall comply with all requisition for the purpose of development of the said property.

E. AND Whereas the Developer have represented to the Land Owners as follows:

- I. That the Developer accepts the proposal of the Land Owner to develops the said schedule property by erecting new Multistoried Building (Residential) Complex thereon, more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions herein provided;
- II. That the Developer or the Second Party have agreed to provide as well as to deliver 3 (Three) Flat(s)/ apartment(s) to the respective Land Owners or the First Party [1) Smt. Sima Das, 2) Sri Santu Das & 3) Sri Jhantu Das]; within the Multistoried Building Complex ("CHITA RANJAN APARTMENT") to be constructed over the said

Schedule landed property and delivered specification has to be agreed as follows: -

- III. That out of total 3 (Three) Flat(s)/ apartment(s) of "CHITA RANJAN APARTMENT", one Flat / apartment should be on the top Floor (A) as 3BHK (three bed room, one dining, one kitchen, two toilets and at least one Balcony) at measuring about not less than 800 sq. ft. carpet area & about more or less 1000 sq. ft. super build up area and two Flats / apartments should be on the 7th (Seventh) Floor as 2BHK (two bed room, one dining, one kitchen, one toilet and at least one Balcony) at measuring about not less than 700 sq. ft. carpet area & about more or less 875 sq. ft. super build up area; of the Multistoried Building Complex ("CHITA RANJAN APARTMENT") to be constructed over the said Schedule landed property.

DEFINATION :

Unless this presents it is repugnant or inconsistent with:

- 1) **OWNER** shall mean the Land Owners mentioned in this indenture hereinabove and /or its successors, legal representative, heirs, executors, administrators and assigns.
- 2) **DEVELOPER** shall mean "M/s. MANALI CONSTRUCTION" being represented by its sole proprietor Sri SHYAMAL DUTTA as mentioned in this indenture hereinabove and /or its successors, legal representative, heirs, executors, administrators, nominees, liquidator and/ or assigns.
- 3) **PROPERTY** shall mean all the land premises mentioned in the Schedule hereunder written within the limits of Durgapur Municipal Corporation, District – Paschim Bardhaman, and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line which more particularly described in the below mentioned Schedule Property.

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

1. That the first party of the first part do hereby nominate, entrust, constitute and appoint the Developers to develop the said Schedule Property at their own

*Suyanta Saha
Adv.*

cost more particularly described in the Schedule hereunder written by constructing building/s thereon as per the plans/specifications to be approved and/or sanctioned by the Durgapur Municipal Corporation and the Asansol Durgapur Development Authority and the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976.

2. That the Land Owners do hereby authorized the Developers to exercise the rights, powers, privileges and benefits of the Land as an Owner and the Land Owners should be executing a Power of Attorney in favour of the Developer and the Developer agrees to the name of the proposed Multistoried Building Complex / Apartment commonly known as "CHITA RANJAN APARTMENT".
3. That in view of the said Agreement for development and construction of a Multistoried Building Complex over the said schedule landed property of this development Agreement proposed to any construction which is beneficial to Developer and as per the approval of the Competent Authority and in lieu of which the Developer agreed that Developer will handover as well as to deliver 3 (Three) Flat(s)/ apartment(s) to the respective Land Owners or the First Party [1) Smt. Sima Das, 2) Sri Santu Das & 3) Sri Jhantu Das]; within the Multistoried Building Complex ("CHITA RANJAN APARTMENT") to be constructed on the said Schedule land..
4. THAT in consideration of the Land Owner granting exclusive rights to the Developer under this Agreement except deliver 3 (Three) Flat(s)/ apartment(s) to the respective Land Owners or the First Party [1) Smt. Sima Das, 2) Sri Santu Das & 3) Sri Jhantu Das]; within the Multistoried Building Complex ("CHITA RANJAN APARTMENT"), as aforesaid.
5. THAT the Owners have agreed to handover the physical peaceful possession of the said Schedule Property as well as land to the Developer on the date of signing of this Agreement and within ten days Issued Power of Attorney and have allowed the Developer to go ahead with the development work in the Schedule property. **The physical possession for the part of the Developer shall automatically vest with the Developer on completing the development of the Multistoried Building Complex ("CHITA RANJAN APARTMENT").**
6. THAT the Developer will construct the said Schedule Property by erecting new Multistoried Building (Residential) Complex thereon, more particularly described in the Schedule hereunder written and shall get the plans approval/sanction is agreed to be persuaded by the Developers at their own

*Smt. Sima Das
Sri Santu Das
Sri Jhantu Das*

costs and expenses and also subject to the plan of the proposed development being sanctioned by the Durgapur Municipal Corporation, Durgapur – 713216.

7. THAT the Developer may bring their construction of residential, Apartments or Building or whatsoever to be installed and provided in the building shall be new and of standard mark and good quality and according to the plans and device of the architect, on which the Land Owners shall not create any interference or objection for the type or the quality of the construction.
8. THAT the Land Owners will not have any physical or legal claim over it and right and interest shall accrue upon the Developer in respect of the Multistoried Building Complex ("CHITA RANJAN APARTMENT") to be constructed in the said Schedule landed property. As aforesaid, constructed saleable area of the said building complex, which shall be the exclusive property of the Developer, with the exclusive right and interest upon which the Land Owners shall not have any sort right and interest in any manner, in the said Multistoried Building Complex to be constructed in the said Schedule landed property.
9. THAT it will have equitable right and interest over the common area like passage, terrace, lift, guard room, generator & its room etc. after the units of the complex are sold to them (buyers as well as flat/unit owners) respectively, and the Developer will not claim his any right on and over the same in any manner in respect of water tanks, pump, generator, lift, machine room, guard room etc..
10. THAT the Developer agrees and undertakes that the time is the essence of the contract and the Developer will handover the units of the complex are sold to them (buyers as well as flat/unit owners) respectively as per this agreement irrespective status or progress of the construction. The Developer shall construct the said building complex as per specification and approved plan of the said building complex by the competent authority within stipulated period of time from the date of finalization or approval from the competent authority for the said construction of the building complex over the said Schedule landed property.
11. THAT the Land Owners undertakes and agrees that they execute the Registered Power of Attorney in favour of the Developer to be used for sale of the units / flats of the building complex over the said Schedule landed property to facilitate the speedy construction of the building complex for

which the Developer shall bear and pay all costs and expenses of incidental, stamp and registration etc. and to facilitate the speedy and time bound construction of the building complex/ Apartment like digging tube wells and removing the debris and strengthening and rising the existing compound wall and gate and construction of the site office and labour shed etc.

12. THAT the Land Owners hereby allow and permit the Developer to obtain/borrow the project finance for the aforesaid proposed scheme from any financial institution with mortgaging the said property or any part thereof. The responsibility of repayment of the said loan shall be borne by the Developer alone. Land Owners shall not be responsible for the aforesaid loan amount or any cost thereof.
13. THAT the Developers shall be entitled to appoint Architects, Engineers, Surveyors, Designer, Contractors, Agents and other personnel and shall be entitled to take all such steps as may be necessary or incidental for such development and construction work at their own costs and expenses.
14. THAT the Land Owners shall sign the necessary documents to enable the Developer to obtain all necessary permissions and sanctions as may be required.
15. THAT the Developer agrees and undertakes to obtain all sorts of Government clearances and Government sanctions from the competent authorities for complete the construction of the proposed multistoried building complex upon the said Schedule Property of this agreement at their own cost and the owner shall not be liable for reimbursement of any costs, charges and expenses for any reason.
16. THAT the Land Owners do hereby allow and permit the Developer to display Advertisement/sign board at site at any time after execution of this Agreement. That the Developer shall have full liberty to generate funds by advertisements, selling, booking of the shops/ offices/ flats/ apartments of the multistoried building proposed to be constructed on time over the said plot of land. That the Developer shall have full liberty to advertise for the sale of built up spaces (i.e. apartments) out of the multistoried building proposed to be constructed on time over the said plot of land together with the undivided share and interest in the said plot of land of the Schedule Property to the intending buyers and developer shall also have absolute right, power and authority to receive all moneys from such buyers being the agreed sale price thereof and to retain and appropriate the same in their absolute discretion.

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The Developer shall be solely entitled for booking of all the units/ flats of the proposed construction of the building complex and to receive the payments of such sale/ booking of the units/ flats excluding owner's allocation.

17. THAT the Land Owners does hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said land herby agreed to be developed/sold and it shall have absolute right and full authority and power to develop the said land in accordance with the sanctioned plans or the revised plan as may be sanctioned by the Durgapur Municipal Corporation and No Objection Certificate from ADDA and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various built-up spaces in the proposed building to the prospective buyers for such price as it may fix or agree upon in its absolute discretion (of the Developer).
18. That the Owners gives license and permission to the Developer to enter upon the said property with full right and authority to commence, carry on and complete development thereof, in accordance with the permission & terms herein mentioned. The said license to develop the property will be personal to the Developer and under no circumstance the Developer will assign his title, right and interest to any other party, except with the prior written consent of the Land Owners. However the Developer shall be entitled to enter into separate contracts in his own name with building contractor(s), architect(s) and others for carrying out the development at his own risk and costs.
19. That the Land Owners will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and staff employed by the Developer and the disputes/ differences related thereto and accrued thereupon to any Government agencies or any local bodies in respect to the construction of the proposed building upon the said land of this agreement and that will be the sole responsibility of the Developer including all legal consequences related thereto and owner shall not be responsible for the same.
20. THAT the Land Owners will not be liable or responsible for any untoward incident or accident that may occur during the construction work of the said building complex and the Developer shall be solely responsible for all the consequences of the same and indemnify the Owner in case of such eventuality.

21. THAT in case there is any accident in the aforesaid construction project, the Developer shall be fully responsible for all the consequences of the same under the Workmen Compensation Act or any other acts in force. If the Owner is ordered to attend a court or is requested or his presence is required by any other authority in this connection, he will empower the Developers to attend the court/authority concerned on his behalf and the Developer agrees to compensate the Owner fully in case an adverse order is passed or any compensation is ordered to be paid by the Owner by any court, judicial authority or any other competent authority.
22. THAT the Developer shall abide by the specification and ensure to use new and standard mark and good quality entire building materials according to the proposed plans.
23. THAT the Land Owners shall not be held responsible for any dispute between the purchaser of the units/ flats and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
24. That the Developer's liability for the payment of all type of taxes in respect to the newly constructed building over the schedule land shall cease after the handing over the unit(s)/ flat(s) to the respective buyers and then onwards it will be the responsibility of the respective unit(s)/flat(s) owners to pay the Government Taxes.
25. THAT the Land Owners shall answer all reasonable requisition on the title to be made by the Developer and shall establish good valid and marketable title to the property hereby agreed to be developed.
26. That the Land Owners has declared and assured the Developer that the schedule property is free from all sorts of encumbrances, i.e., mortgage, charges, gifts, debts, liens, wills, exchanges, attachments, injunction notice prior agreement to sell/collaboration agreement and shall also keep the property free from all sorts of encumbrances till the completion of the building, sharing of the respective portions in the new building and registration of their respective portions. And no legal case, cases, suit before any legal Court of Justice in respect of schedule land of this Agreement.
27. THAT it is specifically understood and agreed by and between the parties here to that all the original title deeds relating to the said property shall always kept in the custody of the Land Owners and they shall produce the

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same as and when the same are required for verification and/or for any purpose without assigning any excuse or reason.

28. THAT the Land Owners hereby assures the Developer that they shall obtain the necessary consent letter / No objection Certificates / papers / Documents required for the aforesaid proposed transaction of Development from the various Government/semi Government Department and offices, exclusively from and out of their own earnings and saving and produce the same at the time of Registration of the sale Deed.
29. THAT the property nearby agreed to be developed is believed and shall be taken to be correctly described in the schedule hereunder written and in the event if any misstatement, error or omission shall be discovered the same shall not annul this contract/Agreement but all such misstatement, error or omission will always be subject to correction by the parties hereto.
30. THAT it is clearly understood and agreed that the Land Owners does hereby agree to sign the plans, revised plan execute bonds, swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to various govt. and other authorities. They also agree to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanction to the revised plans, provided the Developer pays/deposit necessary sums in the office of the Durgapur Municipal Corporation in the name of the owners.
31. THAT it is clearly understood and agreed by the Land Owners that they shall deliver a vacant and peaceful possession of the aforesaid property to the Developer or his nominee (s) or the intended unit/flat purchaser at the time of Registration of the sale Deed.
32. THAT the Land Owners shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer as per the sanctioned plan and / or after getting the Revised plans as may be sanctioned by the Durgapur Municipal Corporation.
33. THAT the draft of Agreement to sell and the Registered Power of Attorney and Registered Deed of Sale or any other documents necessary to complete the transfer of the property or transfer or sale to unit(s)/flat(s) hereby agreed to be developed/sold shall be got prepared by the Developer at its own costs and the Land Owners has approved the same and both parties have put their respective signature over the approved drafts of Agreement to sell and the Registered Power of Attorney and Registered Deed of Sale or any other

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documents. The Developer acting as a power of Attorney Holder of land, Owners shall be under obligation to execute the Agreement of sale strictly in accordance with the said approved drafts only.

34. THAT the Land Owners may, at their discretion, execute a power of Attorney empowering and authorizing any person (s) to be nominated by the Developer to sign/execute various Agreements to sell, sale Deeds, Deed of Declaration, Various Apartments Deeds, Correction Deeds, Supplementary Agreements, Building Maps, Revised Building Maps, Applications, Affidavit, Declarations and all other kinds of Documents on their behalf and/ or otherwise required by law and to do all things necessary to complete the transfer of the property hereby agreed to be developed/sold and the power will not be withdrawn or revoked by the Owners until the transactions envisaged herein is completed in all respects.

35. THAT the Agreement is subject to jurisdiction of the competent civil court at Durgapur, District Paschim Bardhaman.

36. THAT all disputes arising out of the Agreement or regarding any matter connected with the Agreement or any dispute between the Owners and the Developer with regard to terms of this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of two Arbitrators one to be appointed by each party. The decision of the Arbitrators shall be final and binding upon both the parties. The provisions of the Arbitration Act, 1996 as modified from time to time and in force shall apply to such arbitration. The place of Arbitration shall be at jurisdiction of the competent civil court at Durgapur, District Paschim Bardhaman. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.

37. THAT the Developer hereby conveys the Land Owners that the building plans of the proposed multistoried building to the Durgapur Municipal Corporation has been sanctioned and the construction of the proposed multistoried building is being carried as per the plan sanctioned by Durgapur Municipal Corporation.

38. THAT on registration of the sale Deed (s), the Land Owners agrees to render necessary assistance in obtaining the mutation of the respective undivided

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portion/share and interest in the said piece of land in favour of each such individual prospective buyer in all relevant records.

39. THAT the developer also agrees to pay Durgapur Projects Limited or West Bengal State Electricity Board or any authorized electricity authority for obtaining electric connection line & meter and water connection line & meter charges, G.S.T. or sales tax vat or any other taxes time to time enforced as may be levied by the government of West Bengal or Government of India on cost of construction taster construction and/or wages paid theirs for and shall always keep the Land Owners indemnified against the stamp in the like manner the Land Owners does hereby allow and permit to developer to installed a transformer for supply of electricity for the proposed multistoried building as per the Rules and regulations of the Durgapur Projects Limited or West Bengal State Electricity Board or any authorized electricity authority. However the expenses required for such installation shall be borne and paid by the Developer/prospective purchaser to the conceded department.
40. THAT the Developers shall be liable to pay all charges and deposits for obtaining sewer, Water and Electricity connections and meters in the proposed building.
41. THAT all expenses on account of preparation of the Agreement/Deed including the cost of stamp Duty and Registration fees payable hereon and lawyer's fees have been agreed to be borne and paid by the Developer.

OWNER'S FURTHER OBLIGATION

The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said land by the development agreement if anything is not going against the spirit of this agreement.

The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and / or disposing of the whole premises.

The Owners hereby agrees that the Developer may take loan/ borrow to any bank or financial institutions to meet its financial requirements in respect of the construction of the proposed building upon the said land by this agreement

The Owners hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the respective unit/ flat in favour of the purchaser/ assignees/ transferees

nominated by the Developer in respect of the developed construction over the said the schedule land.

DEVELOPER'S FURTHER OBLIGATION

The Developer further agrees and covenants with the Owners to get the subject project cleared by all authorities that may be necessary for the purpose of the construction.

The Developer further agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for the construction of the proposed building as a result of which the obligations and liabilities will accrue upon the Owners.

OWNER'S INDEMNITY

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

The Owners hereby undertake and indemnifies the Developer that the Developer shall entitled to the said construction and shall enjoy the whole premises without interference or disturbance provided the Developer performs and observes and fulfills all the terms and conditions herein contained and/ or their part to be observed, performed and/ or fulfilled.

DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owners indemnified from and against all third parties' claims action arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

MISCELLANEOUS

It is agreed that the Developer shall have absolute right to name the building complex and the Owners shall not object the same. It is agreed that the Developer/ the Owners shall incorporate a clause in their respective document so that successors in interest does not change the name of the said building complex once the same is completed.

It is agreed between the parties that in case of registration of these present stamp Duty and Registration fees & other misc. expenses including lawyer's fees for registration of this agreement and/ or Power of Attorney as contemplated under this agreement shall be borne and paid by the Developer.

It is agreed that the Developer is free to purchase or take on development agreement from other party/ parties, any land which is connected/ adjacent to

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the schedule property. The Developer shall be free to develop comprising the land taken from the land owners and schedule premises taken from the land owners and schedule premises may be used for entry / exit purpose to other lands acquired from other land owners and in this regard the Owners will not have any objection or will not raise any claim.

It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be sign or made by the Owners relating to which specific provisions may not mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owners shall execute additional Power of Attorney and/ or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/ or affect the rights of the Owners in respect of the said plot and/ or go against the spirit of this agreement and the Owners hereby indemnify the Developer for the above.

Any notice required to be given by the Developer shall be deemed to have been served on the Owners if, delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or send by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

It is hereby agreed between the parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the schedule premises to its nominee(s)/ assignee(s) which may be any group concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owners shall execute needful legal/ formal document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the

Signature
Su
Adv

obligation during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike, lockout and/ or any other act or omissions beyond the control of the parties hereto.

SCHEDULE OF PROPERTY

All that peace and parcel of land situated at District – Paschim Bardhaman, Additional District Sub-Registrar Office & Sub-Division - Durgapur, P.S. – Durgapur, Ward No. – 21, Holding No. 169, Mouza – Faridpur, J.L. No. – 74, R.S. Plot No. – 221, 222 & L.R. Plot No. – 220, 221 & 222, L.R. Khatian No. 2507, 2508, 2509; classification of land *Baid* and within

- 1) L.R. Plot No. 220 & 222, L.R. Khatian No. 2507 = 2 (two) decimals
- 2) L.R. Plot No. 222, L.R. Khatian No. 2508 = 2 (two) decimals
- 3) L.R. Plot No. 221, L.R. Khatian No. 2509 = 2 (two) decimals

Total admeasuring area about more or less 6 (Six) decimals and within the limits of Durgapur Municipal Corporation and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line and bounded of follows:-

- On the North - Vacant Land
- On the South - Land of Sunil Paul
- On the East - Land of Dipak Saha
- On the West - 54 feet wide Main Road

An additional sheet containing colour passport size photographs, full name(s) and finger prints of each finger of both hands duly attested by the parties concern is annexed hereto in this deed being nos. 1(A) one page & sketch map being nos. 1(B) i.e. in total 2 number of pages and these will be treated as a part of this deed.

IN WITNESS WHERE OF THE OWNERS AND THE DEVELOPER here in above named have hereto set their respective hands and signed this DEED OF AGREEMENT OF DEVELOPMENT at Durgapur on the date, month and year hereinabove first above written in presence of witnesses mentioned herein below.

Sima Das.

SIGNED AND DELIVERED by the LAND OWNER NO. 1 In presence of:

Sande Das.

SIGNED AND DELIVERED by the LAND OWNER NO. 2 In presence of:

Thanku Das.

SIGNED AND DELIVERED by the LAND OWNER NO. 3 In presence of:

MANALI CONSTRUCTION

Subhash Dutta
PROPRIETOR

SIGNED AND DELIVERED by the DEVELOPER In presence of:

WITNESSES In presence of:

1. Mr. Mithun Dutta

Son of Mr. Swapan Dutta
Residing at Fuljhore Danga Para,
Durgapur - 713206, P.S. - N.T.S.
District - Paschim Bardhaman.

Mithun Dutta

2. Mr. Saurav Mondal

Son of Mr. Subhash Mondal
Residing at Ramchandrapur,
P.S. - Sonamukhi, PIN - 722207
District - Bankura.

Saurav Mondal

Drafted & Printed at my office to perused the Records & Documents & 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.











Jayanta Sarkar

(Jayanta Sarkar)

Advocate; Durgapur Court.

Enrolment No. = WB/65/1992

হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo











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



Simas Das.

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

স্বাক্ষর
Signature Simas Das.



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



Sande Das

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

স্বাক্ষর
Signature Sande Das.

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



Jhanku Das

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

স্বাক্ষর
Signature Jhanku Das

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



Shyams Das

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

MANALI CONSTRUCTION
স্বাক্ষর
Signature Shyams Das
PROPRIETOR

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

GRN: 19-201819-024911610-1

Payment Mode

Online Payment

GRN Date: 14/06/2018 19:40:19

Bank : Allahabad Bank

BRN : 140618012735435

BRN Date: 14/06/2018 19:42:47

DEPOSITOR'S DETAILS

Id No. : 02061000159762/3/2018

[Query No./Query Year]

Name : JAYANTA SARKAR

Contact No. :

Mobile No. : +91 9832166802

E-mail :

Address : city centre durgapur 713216

Applicant Name : Mr Jayanta Sarkar

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	02061000159762/3/2018	Property Registration- Stamp duty	0030-02-103-003-02	35010
2	02061000159762/3/2018	Property Registration- Registration Fees	0030-03-104-001-16	14

Total

35024

In Words : Rupees Thirty Five Thousand Twenty Four only

Major Information of the Deed

Deed No :	I-0206-03246/2018	Date of Registration	15/06/2018
Query No / Year	0206-1000159762/2018	Office where deed is registered	
Query Date	12/06/2018 2:00:44 PM	A.D.S.R. DURGAPUR, District: Burdwan	
Applicant Name, Address & Other Details	Jayanta Sarkar Durgapur Court,Thana : Durgapur, District : Burdwan, WEST BENGAL, PIN - 713216, Mobile No. : 9832166802, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 1]	
Set Forth value		Market Value	
Rs. 4/-		Rs. 1,58,67,768/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,010/- (Article:48(g))		Rs. 14/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		










Land Details :

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: 54 Feet Road, Mouza: Faridpur

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-220	LR-2507	Other Commercial Usage	Baid	1 Dec	1/-	26,44,628/-	Width of Approach Road: 54 Ft., Adjacent to Metal Road,
L2	LR-222	LR-2507	Other Commercial Usage	Baid	1 Dec	1/-	26,44,628/-	Width of Approach Road: 54 Ft., Adjacent to Metal Road,
L3	LR-221	LR-2509	Other Commercial Usage	Baid	2 Dec	1/-	52,89,256/-	Width of Approach Road: 54 Ft., Adjacent to Metal Road,
L4	LR-222	LR-2508	Other Commercial Usage	Baid	2 Dec	1/-	52,89,256/-	Width of Approach Road: 54 Ft.,
		TOTAL :			6Dec	4 /-	158,67,768 /-	
		Grand Total :			6Dec	4 /-	158,67,768 /-	

Major Information of the Deed :- I-0206-03246/2018-15/06/2018

Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fringerpint	Signature
	Sima Das (Presentant) Wife of Late Chittaranjan Das Executed by: Self, Date of Execution: 15/06/2018 , Admitted by: Self, Date of Admission: 15/06/2018 ,Place : Office	 15/06/2018	 LTI 15/06/2018	 15/06/2018
12/2 B, Anandapuri Co- Opt., 54 Feet Road, Benachi, P.O:- Durgapur, P.S:- Durgapur, District:- Burdwan, West Bengal, India, PIN - 713213 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BLCPD9184N, Status :Individual, Executed by: Self, Date of Execution: 15/06/2018 , Admitted by: Self, Date of Admission: 15/06/2018 ,Place : Office				
2	Name	Photo	Fringerpint	Signature
	Mr Santu Das Son of Late Chittaranjan Das Executed by: Self, Date of Execution: 15/06/2018 , Admitted by: Self, Date of Admission: 15/06/2018 ,Place : Office	 15/06/2018	 LTI 15/06/2018	 15/06/2018
12/2 B, Anandapuri Co- Opt., 54 Feet Road, Benachi, P.O:- Durgapur, P.S:- Durgapur, District:- Burdwan, West Bengal, India, PIN - 713213 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHSPD4979J, Status :Individual, Executed by: Self, Date of Execution: 15/06/2018 , Admitted by: Self, Date of Admission: 15/06/2018 ,Place : Office				
3	Name	Photo	Fringerpint	Signature
	Mr Jhantu Das Son of Late Chittaranjan Das Executed by: Self, Date of Execution: 15/06/2018 , Admitted by: Self, Date of Admission: 15/06/2018 ,Place : Office	 15/06/2018	 LTI 15/06/2018	 15/06/2018
12/2 B, Anandapuri Co- Opt., 54 Feet Road, Benachi, P.O:- Durgapur, P.S:- Durgapur, District:- Burdwan, West Bengal, India, PIN - 713213 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BCSPD9317G, Status :Individual, Executed by: Self, Date of Execution: 15/06/2018 , Admitted by: Self, Date of Admission: 15/06/2018 ,Place : Office				

Major Information of the Deed :- I-0206-03246/2018-15/06/2018


Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Manali Construction Sonamukhi, Haranath Road, Dewan Bazar, P.O:- Sonamukhi, P.S:- Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207 , PAN No.:: ANGPD2521C, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Shyamal Dutta Son of Mr Santi Ranjan Dutta Date of Execution - 15/06/2018, , Admitted by: Self, Date of Admission: 15/06/2018, Place of Admission of Execution: Office			
		Jun 15 2018 3:34PM	LTI 15/06/2018	15/06/2018
Sonamukhi Haranath Road, Dewan Bazar, P.O:- Sonamukhi, P.S:- Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANGPD2521C Status : Representative, Representative of : Manali Construction (as proprietor)				

Identifier Details :

Name & address	
Mr Mithun Dutta Son of Mr Swapan Dutta Fuljhore Danga Para, P.O:- Durgapur, P.S:- New Township, District:-Burdwan, West Bengal, India, PIN - 713206, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Sima Das, Mr Santu Das, Mr Jhantu Das, Mr Shyamal Dutta	
	15/06/2018

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Sima Das	Manali Construction-1 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Sima Das	Manali Construction-1 Dec

Transfer of property for L3

SI.No	From	To. with area (Name-Area)
1	Mr Santu Das	Manali Construction-2 Dec

Transfer of property for L4

SI.No	From	To. with area (Name-Area)
1	Mr Jhantu Das	Manali Construction-2 Dec

Major Information of the Deed :- I-0206-03246/2018-15/06/2018

Endorsement For Deed Number : I - 020603246 / 2018

On 12-06-2018

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 1,58,67,768/-



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

On 15-06-2018

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 13:17 hrs on 15-06-2018, at the Office of the A.D.S.R. DURGAPUR by Sima Das , one of the Executants.

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

Execution is admitted on 15/06/2018 by 1. Sima Das, Wife of Late Chittaranjan Das, 12/2 B, Anandapuri Co- Opt., 54 Feet Road, Benachi, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession House wife, 2. Mr Santu Das, Son of Late Chittaranjan Das, 12/2 B, Anandapuri Co- Opt., 54 Feet Road, Benachi, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession Business, 3. Mr Jhantu Das, Son of Late Chittaranjan Das, 12/2 B, Anandapuri Co- Opt., 54 Feet Road, Benachi, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession Business

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

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

Execution is admitted on 15-06-2018 by Mr Shyamal Dutta, proprietor, Manali Construction (Sole Proprietorship), Sonamukhi, Haranath Road, Dewan Bazar, P.O:- Sonamukhi, P.S:- Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207

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

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/06/2018 7:42PM with Govt. Ref. No: 192018190249116101 on 14-06-2018, Amount Rs: 14/-, Bank: Allahabad Bank (ALLA0210031), Ref. No. 140618012735435 on 14-06-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-0206-03246/2018-15/06/2018

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,010/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 820, Amount: Rs.5,000/-, Date of Purchase: 14/06/2018, Vendor name: Subrata Kumar Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/06/2018 7:42PM with Govt. Ref. No: 192018190249116101 on 14-06-2018, Amount Rs: 35,010/-, Bank: Allahabad Bank (ALLA0210031), Ref. No. 140618012735435 on 14-06-2018, Head of Account 0030-02-103-003-02



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

Major Information of the Deed :- I-0206-03246/2018-15/06/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0206-2018, Page from 59309 to 59338

being No 020603246 for the year 2018.



Digitally signed by ABHIJIT
CHATTERJEE
Date: 2018.06.25 14:37:33 +05:30
Reason: Digital Signing of Deed.

(Abhijit Chatterjee) 25-06-2018 14:36:28
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)