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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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2016 C 664847

Certified that the Endorsement Sheet / Sheets and Signature Sheet / Sheets attached to this Document are part of the Document itself.

DEVELOPMENT AGREEMENT

Addl. Dist. Sub-Registrar
Bolpur, Birbhum

28 SEP 2016

THIS AGREEMENT is made on 28th day of September 2016

BETWEEN

Contd2

সংখ্যা: ১৩/২০১৬
স্বাক্ষরিত শ্রী: সুপ্রভা মুখোপাধ্যায় (স্বাক্ষরিত)
মহা: সংস্কৃত
সংস্কৃত, ১২০
জেলা: বীরভূম
কারণ: কোম্পানী নং: ১৩৩০



স্বাক্ষর - শ্রীমতী বিহারী বসু
এ. ডি. এ. আর. সফিক
বোলপুর, বীরভূম



Addl. Dist. Sub-Registrar
Bolpur, Birbhum
28 SEP 2016

(1) **SMT. SANGHAMITRA SADHU**, (PAN : CUZPS0222B), Daughter of Sri Priya Ranjan Sadhu, by faith Hindu (Indian), by occupation Service, residing at B.G.Nanda Road, Sarba Mangala Para, Shyambazar, P.O.: Burdwan Rajbari, P.S.& Dist. : Burdwan,
 (2) **SMT. KALPANA DUTTA**, (PAN: BANPD4224K), Wife of Sri Swapan Kumar Dutta, by faith Hindu (Indian), by occupation Housewife, residing at Nalhati, Birbhum Pin – 731 220, (3) **SMT. MANASI DUTTA** (PAN: CGRPD2619B), Wife of Gobinda Gopal Dutta, by faith Hindu (Indian), by occupation Housewife, residing at P.O.: Saithia, Station Road, Dist. Birbhum, Pin – 731 234, (4) **SMT. MADHURI HALDER** (PAN: ANHPH9011L) , Wife of Goutam Chandra Halder, by faith Hindu (Indian), by occupation : Service, residing at Murari, Vill & P.O.: Chatra, Rampurhat, Dist. Birbhum, hereinafter jointly called and referred to as the **LAND OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, representatives, administrators and successors and/or assigns etc.) of the **FIRST PART** ;

AND

M/S. SIDDHI CONSTRUCTION , (PAN : ACSFS6599Q), a partnership firm having its registered office situated at Holding No.118/42, Thana Road, P.O.: B.D.Sopan, P.S.: Khardah, Kolkata – 700 116, represented by its partners –

- 1) **SRI TAPASH MUKHERJEE** , (PAN: AENPM4129F), Son of Sri Amarnath Mukherjee, by faith Hindu, by nationality : Indian, by occupation : Business, residing at 16/13, Thana Road, Bosepara, P.O.: B.D.Sopan, P.S.: Khardah, Dist. North 24-Parganas, Pin – 700 116.
- 2) **SRI SHYAM SUNDAR BISWAS** (PAN : AAJPB6576H) , son of Late Nakul Chandra Biswas, by faith Hindu, by Nationality :Indian, by occupation : Business, residing at 80/A, P.N.Mukherjee Road, Kulin Para, P.O.: B.D.Sopan, P.S.: Khardah, Dist. North 24-Parganas, Pin – 700 116,

hereinafter jointly called and referred to as the **DEVELOPERS/ BUILDERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, representatives, administrators and/or assigns etc.) of the **SECOND PART**;

WHEREAS Uma Sashi Dasi wife of Sri Nandalal Chandra was the absolute owner of land measuring about 12 Satak more or less under Mouza- Bandhgara, J.L.No.100, P.O. & P.S.: Bolpur, under the Jurisdiction of Bolpur Municipality, ward no.06, Holding No.63/247, Sriniketan Road (North), P.S.: Bolpur, Dist. Birbhum who got the aforesaid property by virtue of a registered Deed of Gift being No. I-759 for the year 1926 dated 12.03.1926 .

AND WHEREAS aforesaid Uma Sashi Dasi intestate died on 10.10.1939 and her husband Nandalal Chandra also died on 10.09.1966 leaving behind her Two sons namely (1) Achinta Kumar Chandra and (2) Abani Kumar Chandra .

AND WHEREAS aforesaid Achinta Kumar Chandra was the absolute owner of the undivided $\frac{1}{2}$ share of the aforesaid property and he was died on 12.04.1995 leaving his wife Ganga Rani Chandra and two daughters (1) Anupama Sadhu and (2) Kalpana Dutta.

AND WHEREAS aforesaid Abani Kumar Chandra died on 07.07.2015 and his wife Anjali Chandra died on 09.09.2011 leaving behind their two daughters (1) Manashi Dutta and (2) Madhuri Halder .

AND WHEREAS the above said Smt. Ganga Rani Chandra transferred her undivided share to her elder daughter Smt. Anupama Sadhu by way of registered Deed of Gift vide Gift Deed No.I-7088 for the year 2014 registered at A.D.S.R.O. Bolpur, Dist. Birbhum thereafter Anupama Sadhu transferred her share to her daughter namely Sanghamitra Sadhu by virtue of a registered Deed of Gift being No. 7362 for the year 2014 and the same was registered at A.D.S.R.O. Bolpur, Dist. Birbhum.

AND WHEREAS (1) Smt. Sanghamitra Sadhu (2) Smt. Kalpana Dutta, (3) Smt. Manashi Dutta, and (4) Smt. Madhuri Halder were the absolute joint owners of the aforesaid property and the land owners recorded their names in the records of Bolpur Municipality under ward no.06, Sriniketan Road (North), Holding No.63/247, and the aforesaid land owners recorded their names in the records of B.L.& L.R.O. Bolpur, Birbhum by separate L.R.Khatian accordingly vide L.R.Khatian Nos. 11542, 11543, 12080, 12079, and L.R.Dag Nos. 1500 and 1850 P.S.: Bolpur, Dist. Birbhum.

THUS the Vendors are seized and possessed otherwise sufficiently entitled as joint owners of the schedule below property which is all sorts or encumbrances and charges.

AND WHEREAS considerable time the Owners have been thinking of developing the said property in such manner as may yield them greater advantage together with providing flats or apartments for intending dwellers for their residential requirements as well as the required and desire to make an Agreement with the Developers/ Builders "**M/S. SIDDHI CONSTRUCTION**", a partnership firm represented through its partner **(1) SRI TAPASH MUKHERJEE (2) SRI SHYAM SUNDAR BISWAS** , approached the Owners with an offer to develop the said property at its cost and expenses and in such a manner as to serve the purpose of the Owners in terms of their requirements and desires.

AND WHEREAS The Developers/ Builders have been informed about the acceptance of the proposals of developing the said, property by constructing an Ownership apartment on the said **12 Satak more or less under Mouza- Bandhgara, J.L.No.100, L.R.Khatian Nos. 11542, 11543, 12080, 12079, and L.R.Dag Nos. 1500 and 1850, P.O. & P.S.: Bolpur, under the Jurisdiction of Bolpur Municipality, ward no.06, Holding No.63/247, Sriniketan Road (North), P.S.: Bolpur, Dist. Birbhum** and have proposed the Developers/ Builders herein to undertake the said development work and the Developers/ Builders herein upon making inspection and search become satisfied to the marketable title of the said land with dilapidated structure thereon and the Developers/ Builders has agreed with the proposal of the Owners under certain terms and conditions concerning the project and finally entering into this **DEVELOPMENT AGREEMENT**.

AND WHEREAS The parties are desirous of recording the said terms and conditions and stipulation in writing such as to avoid future complication, if any.

NOW THIS INDENTURE WITNESSETH THAT ARTICLE DEFINITING :

ARTICLE-II : MEANING

- (i) **LAND** shall mean total undivided Vastu land measuring about **12 Satak more or less** under Mouza- Bandhgara, J.L.No.100, L.R.Khatian Nos. 11542, 11543, 12080, 12079, and L.R.Dag Nos. 1500 and 1850, P.O. & P.S.: Bolpur, under the Jurisdiction of Bolpur Municipality, ward no.06, Holding No.63/247, Sriniketan Road (North), P.S.: Bolpur, Dist. Birbhum.
- (ii) **BUILDING** shall mean the proposed straight **G+IV** storied building more particularly described in the Schedule 'A' hereunder.
- (iii) **SANCTIONED PLAN** shall mean the plan for the construction of the new building and other structures as may be sanctioned by the **Bolpur Municipality** and other authorities, if any of the maximum possible floor area ratio available as per building rules and laws.
- (iv) **THE OWENES** shall mean :-
- (a) **SMT. SANGHAMITRA SADHU**, (b) **SMT. KALPANA DUTTA** , (c) **SMT. MANASI DUTTA** (d) **SMT. MADHURI HALDER** and their heirs executors, administrators, legal representatives and/or assign.
- (v) **THE DEVELOPERS / BUILDERS/ SECOND PARTY** shall mean **M/S. SIDDHI CONSTRUCTION**, a Partnership Firm having its registered office situated at **Holding No. 118/42, Thana Road, P.O.: B.D.Sopan, P.S.: Khardah, Kolkata - 700 116**, represented through its partner (1) **SRI TAPASH MUKHERJEE** son of Sri Amarnath Mukherjee , (2) **SRI SHYAM SUNDAR BISWAS**, Son of Late Nakul Chandra Biswas, and their heirs, executors, administrators, legal representatives and assigns.
- (vi) **COMMON AREA AND FACILITIES** shall include the common area and facilities of the building for the use of Owners/ Developers and all occupiers of flats/ floors and space of the building in the schedule hereunder written.

(vii) **SALEABLE SPACE** shall mean the space in the proposed new building which is available as covered area along with super built up area for residential flats, shops, and garages for independent use and occupation with common facilities other than the space allowable to the owners or flat purchaser along with the right to use and enjoy the common facilities and conveniences provided in the new building against consideration. In other words, saleable space shall mean and include flats/ units/ garages space in the proposed new building available for independent use and occupation of the self contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.

(viii) **OWNERS' ALLOCATION** shall mean as follows :-

- a) The Owners shall be entitled to get entire Third floor of the proposed building i.e. **4 (four) numbers of Flat** measuring about **750 Sft. Covered area** each and **4(four) numbers of Garrage at Ground floor** measuring about **180 Sft. covered area** each.
- b) The Land owners shall get total **Rs.36,00,000/- (Rupees thirty six lakh) only** from the Developers by following manners :-
 - i) **Smt. Kalpana Dutta Rs.6,50,000/- (Rupees six lakh) only**
 - ii) **Smt. Sanghamitra Sadhu Rs.10,00,000/- (Rupees ten lakh) only**
 - iii) **Smt. Madhuri Halder Rs.10,00,000/- (Rupees ten lakh) only**
 - iv) **Smt. Manashi Dutta Rs.9,50,000/- (Rupees nine lakh fifty thousand) only**

Be it noted that at the time of this Agreement the land owners will get **Rs.8,00,000/- (Rupees eight lakh) only** from the Developers The Developers shall pay their First instalment in favour of the aforesaid land owners after **8(eight) months** from the date of this Agreement the Land Owner i.e. **Smt. Kalpana Dutta shall get Rs.2,00,000/- (Rupees two lakh) only**, **Smt. Sanghamitra Sadhu shall get Rs.4,00,000/- (Rupees four lakh) only**, **Smt. Madhuri Halder shall get Rs.4,00,000/- (Rupees four lakh) only** and **Smt. Manashi Dutta shall get Rs.4,00,000/- (Rupees four lakh) only** A N D after **8(eight) months** from the date of First instalment **Smt. Kalpana Dutta will get Rs.2,50,000/- (Rupees two lakh fifty thousand) only**, **Smt. Sanghamitra Sadhu will**

get Rs.4,00,000/-(Rupees four lakh) only , Smt. Madhuri Halder will get Rs.4,00,000/-(Rupees four lakh) only and Smt. Manashi Dutta will get Rs.3,50,000/-(Rupees three lakh fifty thousand) only .

- c) **TIME** shall mean the Developers shall be completed the proposed building within **24 (twenty four) months** from the date of getting the Sanctioned Plan duly sanctioned by the Bolpur Municipality and the Land owners hand over the vacant possession in favour of the Developers before the said Development Agreement and the Developer shall hand over the completed project within **24 (twenty four) months** in favour of the aforesaid land owners.

As per specification given in the **SECOND SCHEDULE** hereunder written.

- (ix) **DEVELOPERS/ BUILDERS/ SECOND PARTY ALLOCATION** shall mean the developer shall be entitled to total constructional areas all inclusive as per sanctioned building plan to be obtained from the Municipal Authorities with undivided proportionate share of land of all that piece and parcel of undivided Vastu land measuring about **12 Satak more or less under Mouza- Bandhgara, J.L.No.100, L.R.Khatian Nos. 11542, 11543, 12080, 12079, and L.R.Dag Nos. 1500 and 1850, P.O. & P.S.: Bolpur, under the Jurisdiction of Bolpur Municipality, ward no.06, Holding No.63/247, Sriniketan Road (North), P.S.: Bolpur, Dist. Birbhum** the particulars of such entirety of land and properties is morefully described in the **FIRST SCHEDULE** hereunder written together with the undivided proportionate share in all common parts and portions and facilities, civic amenities all rights to roof (hereinafter referred to as the **DEVELOPERS ALLOCATION**) as to be provided in the said building, to be constructed as per specification given as the (**DEVELOPERS ALLOCATION**) as to be provided in the said building, to be constructed as per specification given in the **THIRD SCHEDULE** hereunder written. Total Construction Area except owner's allocation.

- (x) **ARCHITECT** shall mean any qualified person or persons or firm appointed or nominated by the Developer/ Builder/ Second party at his own cost as architect or architects of the building to be constructed on the said premises at the entire costs and expenses of the Developer/ Builder/ Second party.

- (xi) **BUILDING PLAN** shall mean the plan sanctioned for construction of the proposed building by the Bolpur Municipality as per **BOLPUR MUNICIPALITY** Rules and/or any modification or modifications thereof as may be by the Developer and Owners permitted and sanctioned by the said Authorities at the cost of the Developer.
- (xii) **FLOOR AREA RATIO** shall mean the maximum floor area ratio available for construction on the premises according to prevailing municipal law considering the total area of the said land mentioned hereinabove.

ARTICLE-II : DEVELOPMENT

The Developer herein shall develop the said premises on the terms herein agreed and in the manner as follows :-

- 1) By obtaining necessary sanctions and/or permission from the Bolpur Municipality.
- 2) By erecting and/or constructing the said building in or upon the said land and to commercially exploring the premises and/of the building.
- 3) By retaining selling transferring or otherwise disposing of the Developer's allocation in favour of the intending buyers of flat and other space of the building and also to receive, realize , recover and appropriate the proceed after delivery of the owners allocation to the owners.
- 4) That being satisfied about the marketable title and possession of the Owners, the Developer/ Builders/ Second partly herein has entered into this agreement with the Owners.
- 5) The Owners shall keep the title deeds in respect of the premises in their custody and they shall provide the copies of the same to the Developers/ Builders/ Second Party on accountable receipt and also allow inspections and permit making copies or taking extract of the title deeds to the Developers/ Builders/ Second Party and/or its nominee or transferees and/or their solicitors as and when required at the cost of Developer/ Builders/ Second party.

- 6) That the owners agreed that after execution of this agreement, Owners shall not in any manner encumber, mortgage sale, transfer let out or otherwise deal with or dispose of the said premises or portion thereof within the stipulated period of this agreement except in the manner as expressly provided.
- 7) Be it noted that if in future, if any claim will arise regarding the right, title and interest of the said property in that event the owners will be fully liable for the same to settle the same in future.
- 8) The owners hereby also undertake that the Developers/Builders / Second party shall be entitled to construct and complete the said building on the said premises and to retain and enjoy the Developers/ Builders/ Second party's allocation therein without any interruption or interruptions from the owners or any person or persons claiming under the Owners.
- 9) The Developers/ Builders/ Second party undertake to construct the building in accordance with the sanctioned plans and undertakes to pay damages penalties and /or compounding fees payable to the authority or authorities concerned relating to any deviation from the sanctioned plan. The Developer also undertake to given the completion certificate of the said building to the owners from the competent authority as per law.
- 10) The Developers shall not have any right to transfer their right, title , interest and obligations, under this Agreement and to make sub-contract with any person, firm, society or company during the period of this agreement.
- 11) In carrying out the said development work and/or construction of the said building herein agreed the Developers/ Builders/Second party shall keep the Owners indemnified from and against all third party claims or compensations and actions due to any act or commission or omission of the Developers/ Builders/ Second party or any accident in or related to the construction of the building including all sale taxes and income tax, MUNICIPALITY taxes liabilities, if any.

ARTICLE-III: EXPLORATION RIGHT

- 1) The Developers/ Builders/ Second party in consultation with the owners shall be entitled to cause all such changes from time to time or modifications to be made in the places as shall be required by the **Bolpur Municipality** or the Government or any authority as aforesaid or to comply with such sanction, permission, clearance and approved as aforesaid all costs, expenses and payment required for the preparation and sanction of the plan shall be paid and borne by the Developers/ Second Party provided always that the Developers/ Builders/ Second party shall be entitled to all refunds of payment and/or deposits made by the Developers/ Builders/Second party to the concerned authorities for peaceful start of the construction as per **MUNICIPALITY** sanctioned plan.
- 2) The Developers/ Builders/Second party shall abide by all the laws, rules and regulations of the Government local bodies as the case may be and shall attend to answer and be responsible for any deviation and/or breach of any of the laws, bye-laws rules and regulations. The owner shall not be liable for the same.

ARTICLE-IV: DEVELOPER/ BUILDER

- 1) **THE** Developers/Builders/Second party shall at its own cost construct the building in or upon the said land portion thereof in accordance with the sanctioned plan without any hindrance or disturbance by or behalf of the owners or any person claiming under them. The Developers/ builders / second party shall ensure that the building confirm to Class-I, standard building and made with the I.S.I. marked materials.
- 2) The Developers/ builders/ second party shall be entitled to use the name of the Owners to apply for obtaining quota entitlements and other building materials like cement steel, bricks and other materials as may be required for the construction of the said building.

- 3) The Developers/ Builders/Second party shall be entitled to at its own cost to apply for and obtain temporary and/or permanent connection of water sewerage, electricity power telephone and/or gas to the building and other public utilities and facilities to the said premises and/or the said building in its own costs and in its own name or its nominees and/or in the name of the Owners as it shall think proper for the purpose of construction of the building only. The Owners shall sign, execute and deliver all papers and applications signing under consent and approval to enable to deliver to obtain such public utility services and facilities at the cost of the Developer. The occupancy and completion certificates of the building shall be collected by the Developers/ Builders/ Second party before giving possession to the Owners/ First party and others.
- 4) The Developers shall be completed the proposed building within **24 (twenty four) months** from the date of getting the Sanctioned Plan duly sanctioned by the Bolpur Municipality and the Land owners hand over the vacant possession in favour of the Developers before the said Development Agreement and the Developer shall hand over the completed project within **24 (twenty four) months** in favour of the aforesaid land owners.
- 5) The Developers shall not be entitled to handover possession of any portion of the proposed building in favour of any proposed Purchaser/ Purchasers before delivery of the Owners' allocation mentioned earlier.
- 6) The Owners will execute a General Power of Attorney in favour of the Developer/ Builder/ Second party authorizing the said Attorney to construct the building and to enter into agreement for sale and execute Deed of Sale or Conveyance in favour of the intending Purchaser/ Purchasers in respect of the Developers/ Second party's allocated portion and appoint Architects, Engineer, Contractor, Agents etc. and to represent the owners before the Bolpur Municipality , for submission and sanction the building plan from the Bolpur Municipality and represent himself before Bolpur Development Authority, Bolpur and West Bengal Police, Fire Brigade or any other authority or authorities and to sign any application scheme maps any other drawing or any other writings representations

sanction of the proposed building being obtain from **BOLPUR MUNICIPALITY** at the cost of the Developer.

- 7) After the completion of the proposed building within the stipulated period or earlier in or upon the land comprised in the said premises in the manner aforesaid the Owners shall as and when required by the Developers execute and register conveyance of the allotted portion of the developer in the said building in favour of the Developers or his nominee at the cost of the Developers or his nominee.

The Purchaser of flats of the said building shall form an Association or society for maintenance of the common and essential services for the proposed building in such manner and form as may be required by the Developers and the Owners. The Developers shall cause all its Purchasers or their assigns to join in and be bound by the same. All the Purchasers shall have the right to use the common area to be constructed by the Developers as per this Agreement.

ARTICLE : V – CONSIDERATION & SPACE ALLOCATION

- 1) In consideration of the above agreement Developers/ Builders/ Second party shall allot on the owners allocation free and it is agreed and made clear that the Developers/ Builders/Second party shall be entitled to develop building at their own cost, tax to be paid for construction development and all other liabilities.
- 2) The Developers/ Builders/ Second party shall pay all the expenses to be incurred towards sanction of the plan including the expenses towards the fees of the Architect soil testing, mixture expenses cost of boundary walls etc. whatsoever shall become necessary for the purpose of construction of the building and the said cost of the construction of the building cannot claim from the owners.

OWENRS ALLOCATION SHALL MEAN : AS MENTIONED EARLIER

Together with the right of the common space to be spared subject to grant and receive of the common facilities and grant easement right to the prospective purchaser and/or Owners including the Developers/ Builders/Second party.

THE OWNERS shall be entitled to transfer or dispose of their own allocation in the building alongwith the proportionate undivided share of the land and common facilities/ amenities available to the said building to be construction with the exclusive right to deal with and enter into any agreement or sell of Owners portion of flat. The Developers agrees not to give possession to any third party unless the owners allocated portion is handed over first.

ARTICLE – VI : COMMON RIGHTS AND OBLIGATION

- 1) The Developer/ Builders shall bear and pay all rates and taxes and other outgoings in respect of the said premises from the date of getting the vacant possession till the Owners is offered the Owner's allocation and the flats be completed in all respects including delivery of possession to the Owners including separation of taxes and electric meters installation.
- 2) As soon as the said building is completed the Developers/ Builders/ Second party upon obtaining completion certificate from **BOLPUR MUNICIPALITY** shall give written notice to the Owners to take possession of the Owners allocation in the said building and only from the date of delivery and at all times thereafter the Owners shall be exclusively responsible for payment of taxes or property taxes in respect of the said Owners allocation of the total proposed building area similarly as and from the said date of Developers/ Builders/ Second party shall be responsible for the said taxes in respect of the Developers/ Builders/ Second party allocation of the total proposed building area. The said rates if levied on the building as a whole then and in such an event it shall be appropriate pro-rata.
- 3) On and from the date of service of the notice to take possession the Owners or either nominee/nominees as the case may be shall also responsible to pay and be and shall forth with pay on demand to the Developers/ Builders/ Second party or its nominee or nominees or the association of flat owners and other space owners the same on the basis of sub-clause hereinabove the service charges for the common utilities in the building payable in respect of the Owners allocation. The said charges shall include premium for the insurance of the building, water, fire

renewals security guards salary and management of the common facilities, including replacement, repair and maintenance charges and expenses for the building and all of common wiring pipes electric and mechanical equipments switch gear, transformers generators pumps motors and other electrical and mechanical and installations appliances and equipments stair ways, corridors, halls passage ways lift shaft greens park way and other common facilities whatsoever including creating of sinking funds similarly as and from the said date the Land Owners/ Developers/ Builders/ Second party or its nominees or Purchaser of flat and other spaces out of Developers/Builders/ Second party allocation shall also be responsible to pay and bear and shall forthwith pay the proportionate share in terms and on the same basis of Sub-Clause (2) hereinabove the service charges for the facilities in the building payable to the Owners Association upon obtaining the Completion Certificate, before that only to the Developers (if vacant possession is taken).

- 4) The Developers shall keep the Owners indemnified against any damages, accidents and any unforeseen circumstances at the site of construction caused while work under progress.

ARTICLE- VII : MISCELLANEOUS

1. The Owners and the Developers / Builders/Second party have entered into the agreement purely on a principal to principal basis on nothing state in herein shall be deemed or constructed a Joint Venture of joint adventure between the Owners and the Developers/ Builders/ Second party nor shall the Developers/ Builders/ Second party and the Owners in any manner constitute an association of persons. Each party shall keep the other party indemnified for and against the same.
2. **COMPULSION OR ERRECTION RECOGNISED AS IRRESISTABLE AND SHALL INCLUDE** floor, earth quake, riot, war, severe abnormal storm, tempest civil commotion state wide strike and any other act beyond the reasonable control of the party affected hereby but shall not include normal bad weather or processions etc.

3. All legal expenses including the drafting and execution of the instant agreement and the Power of Attorney and others if any shall be borne by the Developers/ Builders. The Municipal Taxes will be borne by the Developer from the date of taking the complete vacant possession of the said premises till the date of delivery or possession of new flats to the respective party or obtaining Completion Certificate whichever is earlier.

Expenses for the preparation of the plan of the proposed building as well as for its sanction to be obtained from the **BOLPUR MUNICIPALITY** shall be borne by the Developers/ Builders only.

After execution of the agreement all expenses including the cost for construction of the proposed building as per specifications mentioned below & Municipal taxes, Water Tax, Electric Bills, shall be borne by the Developers/ Builders exclusively from the date of getting the vacant possession of the land with structure. The Owners under no circumstances shall be liable for any expenses incurred or to be incurred for construction of the building till it is completed and the Owners share handed over.

4. BE IT specifically mentioned here that the Developers/ Builders/ Second party shall deliver the vacant peaceful possession of the Owners allocation within **24(twenty four) months** from the date of getting the sanctioned plan from the Bolpur Municipality for First Phase and offer the Owners allocation to Owners to be constructed within **24(twenty four) months** from the date of getting the vacant physical possession of the existing occupants.

5. In case any dispute or difference shall arise between the parties hereto touching or relating either to the said building or works or to any other matter or thing arising under this contract the same shall be referred to arbitration before two arbitrators, each of the party shall nominate one arbitrator. The award of the said arbitrators shall be final and binding upon the parties. Such reference shall be deemed to be arbitration under the Arbitration Act, 1996 and/or any statutory modification or reenactment thereof for the time being in force.

6. Courts at local jurisdiction shall have jurisdiction to the allocation arising out of this agreement.

ARTICLE – XIV : FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligations performance of which would have been prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the "force majeure".
2. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the control of the parties hereto, the Owner as well as the Developer.

ARTICLE – XV : ARBITRATION

All disputes and differences whatsoever arising between the parties hereto or persons claiming under them touching this Agreement or any matter concerning this Agreement or the construction thereof or so as to any way connected therewith or arising thereof or the operation thereof or the Rights and Liabilities of either parties to this Agreement shall be referred to an Arbitral Tribunal consisting of three members one of which to be nominated by the Owners, one of which to be nominated by the Developer and both the set appointed Nominees shall appoint a Third Member of the Tribunal jointly to preside over the Arbitral Tribunal and shall make and publish the award relating to the said dispute. The award of the Tribunal shall be final and binding on the parties. The Arbitration procedures will be in Kolkata unless otherwise agreed the proceedings of the said Arbitral Tribunal shall be governed by the provisions of Arbitration and Conciliation act, 1996 or any modification thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE AND PARCEL OF Vastu land measuring about 12 Satak more or less under Mouza- Bandhgara, J.L.No.100, L.R.Khatian Nos. 11542, 11543, 12080, 12079, and L.R.Dag Nos. 1500 and 1850, P.O. & P.S.: Bolpur, under the Jurisdiction of Bolpur Municipality, ward no.06, Holding No.63/247, Sriniketan Road (North), P.S.: Bolpur, Dist. Birbhum, which is butted and bounded by : *Along with 500 Sft Pucca Structure thereon.*

ON THE NORTH : By *Others Property*
 ON THE SOUTH : By *Sriniketan Road*
 ON THE EAST : By *H/O Kishor Das & Others*
 ON THE WEST : By *L/O Jagannath Tewari & Others*

Sanghamitra Sadhu

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNERS ALLOCATION

- a) The Owners shall be entitled to get entire Third floor of the proposed building i.e. **4(four) numbers of Flat** measuring about **750 Sft. Covered area** each and **4(four) numbers of Garrage** at Ground floor measuring about **180 Sft. covered area** each.
- b) The Land owners shall get total **Rs.36,00,000/- (Rupees thirty six lakh) only** from the Developers by following manners :-
 - i) Smt. Kalpana Dutta Rs.6,50,000/- (Rupees six lakh) only
 - ii) Smt. Sanghamitra Sadhu Rs.10,00,000/- (Rupees ten lakh) only
 - iii) Smt. Madhuri Halder Rs.10,00,000/- (Rupees ten lakh) only
 - iv) Smt. Manashi Dutta Rs.9,50,000/- (Rupees nine lakh fifty thousand) only

Be it noted that at the time of this Agreement the land owners will get **Rs.8,00,000/- (Rupees eight lakh) only** from the Developers. The Developers shall pay their First instalment in favour of the aforesaid land owners after **8(eight) months** from the date of this Agreement the Land Owner i.e. **Smt. Kalpana Dutta shall get Rs.2,00,000/- (Rupees two lakh) only** , **Smt. Sanghamitra Sadhu shall get Rs.4,00,000/- (Rupees four lakh) only** , **Smt. Madhuri Halder shall get Rs.4,00,000/- (Rupees four lakh) only** and **Smt. Manashi Dutta shall get Rs.4,00,000/-(Rupees four lakh) only** A N D after **8(eight) months** from the date of First instalment **Smt. Kalpana Dutta will get Rs.2,50,000/- (Rupees two lakh fifty thousand) only** , **Smt. Sanghamitra Sadhu will get Rs.4,00,000/-(Rupees four lakh) only** , **Smt. Madhuri Halder will get Rs.4,00,000/-(Rupees four lakh) only** and **Smt. Manashi Dutta will get Rs.3,50,000/- (Rupees three lakh fifty thousand) only** .

c) **TIME** shall mean the Developers shall be completed the proposed building within **24 (twenty four) months** from the date of getting the Sanctioned Plan duly sanctioned by the Bolpur Municipality and the Land owners hand over the vacant possession in favour of the Developers before the said Development Agreement and the Developer shall hand over the completed project within **24 (twenty four) months** in favour of the aforesaid land owners.

THE THIRD SCHEDULE ABOVE REFERRED TO

DEVELOPERS ALLOCATIONS

Shall mean the Developer shall be entitled to total construction areas all inclusive as per sanctioned building plan to be obtained from the Municipal Authorities with undivided proportionate share of land of all that piece and parcel of undivided Vastu Land measuring about **12 (twelve) Satak** the particulars of such entirety of land and properties is more fully described in the FIRST SCHEDULE hereunder written together with the undivided proportionate share in all common parts and portions and facilities, civic amenities all rights to roof (hereinafter referred to as the DEVELOPERS ALLOCATION) as to be provided in the said building, to be constructed as per specification given as the (DEVELOPERS ALLOCATION) as to be provided in the said building, to be constructed as per specification given in the THIRD SCHEDULE hereunder written

THE FOURTH SCHEDULE ABOVE REFERRED TO

COMMON AREAS AND FACILITIES

(1) Back space of the Building, (2) Side spaces of the Building, (3) Vertical and horizontal column of the building including plinth, (4) Stair case, (5) Stair case landing and land space (6) Common partition wall, (8) Water pump with boring (9) Sewerage line including pits, common water line as delivery pipe line, our side of flats, lift, owns room at stair case common latrine and privy of the ground floor and electric meter at under stair case and open terrace.

THE FIFTH SCHEDULE ABOVE REFERRED TO

COMMON EXPENSES

1. After getting possession of the flats, municipal taxes and common electricity charges etc. shall be paid by the parties who have been provided with possession of the flats in the new building. For unsold flats, such payments will be borne by the Developer.
2. After hand over the possession of the flats/ units to the respective owners/ Purchasers or after obtaining the Completion Certificate the developer have no liability to pay any sorts of money on account of common electricity charges and or any municipal taxes to any concern and/or any authority.

THE SIXTH SCHEDULE ABOVE REFERRED TO**(SPECIFICATION)****(Specification of newly constructed building works of the aforesaid flat)**

Foundation :	Rain forced cement concrete foundation.
Structure :	R.C.C. frame structure.
Brick :	Made of 1 st Class brick.
Wall :	All outside wall 8" & 5" inches thickness and inside wall shall be 5" & 3" inches thickness. And all outside plaster of the building wall shall be made by CEMENT PLASTER only, inside wall of the flat will be finished with POP.
FLOOR :	Full floor shall be made by Tiles.
DOOR :	Door frame shall be made of good quality of sal wood, all doors shall be made by flash door excluding the main entrance door said main door shall be made by the MALAYASIAN wood. All doors are paint by polymer.
WINDOW :	All windows shall be full Aluminium with Glass fitted shutter with nitrated Grill.
KITCHEN :	Cooking platform with sink is to be finished with Black stone. 2'ft. height glazed tiles shall be provided over cooking platform one big cook one steel sink and two (10 power plug shall be provided.
TOILET :	Plain floor shall be made by floor tiles and glazed tiles in wall upto 5(five) feet height, BOTH toilet shall be fitted by commode including low down flash shall be provide.
DINING :	One while basin wall fitted with pillar cock.
ELECTRIC :	WBSEB Electricity meter security money for installation of separate electric meter for the purchaser shall borne and/or shall be paid by the Purchaser and along with handling extra charges if applicable with all miscellaneous expenses.
ELECTRI-FICATION:	All electric work shall be concealed wearing with wear, and overall total 22(twenty two) electricity point shall be provided by the Developers within the flat, purchaser shall be paid extra money for one Geezer point and one A.C.point & inverter point if required for his/her flat and purchaser shall be bound to pay the extra cost for the said Geezer point and one A.C. point & Inverter point and for 4 mm. wire for wiring of the Purchaser's own flat including any other extra cost associated with it.
PLUMBING :	Two tap water point at kitchen, one washing basin point at Dining, four water connecting point at toilet (2 in each), all the water connected pipe line with heavy density quality PVC pipe.

IN WITNESS WHEREOF the parties hereto set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF WITNESSES :-

1. Jason Kumar Dutta
P-5 + P.O. Malhotra
Dist Bisulikum
Pin - 731220

- Sanghamitra Gadhe.

- Kalpana Dutta

- Manasi Dutta

2. Javen Chatterjee
Dumra
Kao-700030.

- Madhuri Halder

(SIGNATURE OF THE LAND OWNERS)

Utpal Chatterjee

Shamsundar Biswas

(SIGNATURE OF THE DEVELOPERS/BUILDERS)

DRAFTED AND PREPARED BY

Sanjay Mukhopadhyay

SRI SANJAY MUKHOPADHYAY,
ADVOCATE,
BARRACKPORE COURT, KOLKATA.

WB-919/2011

Typed by :-

Javen Chatterjee

LEFT HAND RINGER PRINT



RIGHT HAND RINGER PRINT



LEFT HAND RINGER PRINT



RIGHT HAND RINGER PRINT



LEFT HAND RINGER PRINT



RIGHT HAND RINGER PRINT



LEFT HAND RINGER PRINT



RIGHT HAND RINGER PRINT



Sanghamitra Sarker



Kalpana Dutta.



Ma...tta



Madhuri Halder

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Major Information of the Deed

Deed No :	I-0303-07041/2016	Date of Registration	9/28/2016 2:59:14 PM
Query No / Year	0303-1000358901/2016	Office where deed is registered	
Query Date	28/09/2016 10:23:06 AM	A.D.S.R. BOLPUR, District: Birbhum	
Applicant Name, Address & Other Details	Sanjay Mukhopadhyay Barrackpore Court, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9830242540, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 36,00,000/-]		
Set Forth value	Market Value		
Rs. 25,00,000/-	Rs. 53,00,000/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 39,610/- (Article:E, E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Birbhum, P.S:- Bolpur, Municipality: BOLPUR, Mouza: Bandhgodā

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1500	LR-11542	Bari	Bari	6 Dec	10,00,000/-	20,25,000/-	Width of Approach Road: 70 Ft., Adjacent to Metal Road,
L2	LR-1850	LR-12080	Bari	Bari	6 Dec	10,00,000/-	27,75,000/-	Width of Approach Road: 70 Ft., Adjacent to Metal Road,
TOTAL :					12Dec	20,00,000 /-	48,00,000 /-	
Grand Total :					12Dec	20,00,000 /-	48,00,000 /-	



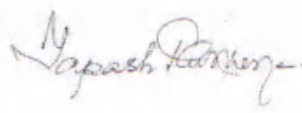


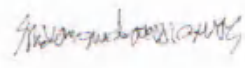
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	500 Sq Ft.	5,00,000/-	5,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		500 sq ft	5,00,000 /-	5,00,000 /-	

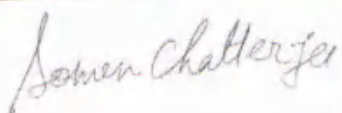
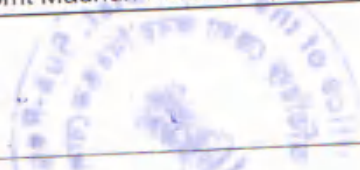
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Siddhi Construction 118/42, Thana Road,, P.O:- B D Sopan, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700116 PAN No. ACSFS6599Q, Status :Organization

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Tapash Mukherjee Son of Amarnath Mukherjee Date of Execution - 28/09/2016, , Admitted by: Self, Date of Admission: Sep 28 2016 , Place of Admission of Execution: Office	 <small>Sep 28 2016 3:25PM</small>	 <small>LTI Sep 28 2016 3:25PM</small>	 <small>Sep 28 2016 3:25PM</small>
	16/13, Thana Road, Bosepara, P.O:- B D Sopan, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700116, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AENPM4129F, Status : Representative, Representative of : Siddhi Construction (as partners)			
2	Name	Photo	Finger Print	Signature
	Shyam Sundar Biswas Son of Late Nakul Chandra Biswas Date of Execution - 28/09/2016, , Admitted by: Self, Date of Admission: Sep 28 2016 , Place of Admission of Execution: Office	 <small>Sep 28 2016 3:11PM</small>	 <small>LTI Sep 28 2016 3:11PM</small>	 <small>Sep 28 2016 3:12PM</small>
	80/A, P. N. Mukherjee Road, Kulinpara, P.O:- B D Sopan, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700116, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AAJPB6576H, Status : Representative, Representative of : Siddhi Construction (as partners)			

Identifier Details :

Name & address	
Somen Chatterjee Son of Late Gopal Chatterjee Purba Sinthi Road, P.O:- Ghughudanga, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Smt Sanghamitra Sadhu, Smt Kalpana Dutta, Smt Manasi Dutta, Smt Madhuri Haldar, Tapash Mukherjee, Shyam Sundar Biswas	28/09/2016
	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Sanghamitra Sadhu	Siddhi Construction-1.5 Dec
2	Smt Kalpana Dutta	Siddhi Construction-1.5 Dec
3	Smt Manasi Dutta	Siddhi Construction-1.5 Dec
4	Smt Madhuri Halder	Siddhi Construction-1.5 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt Sanghamitra Sadhu	Siddhi Construction-1.5 Dec
2	Smt Kalpana Dutta	Siddhi Construction-1.5 Dec
3	Smt Manasi Dutta	Siddhi Construction-1.5 Dec
4	Smt Madhuri Halder	Siddhi Construction-1.5 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Sanghamitra Sadhu	Siddhi Construction-125 Sq Ft
2	Smt Kalpana Dutta	Siddhi Construction-125 Sq Ft
3	Smt Manasi Dutta	Siddhi Construction-125 Sq Ft
4	Smt Madhuri Halder	Siddhi Construction-125 Sq Ft

Land Details as per Land Record

District: Birbhum, P.S:- Bolpur, Municipality: BOLPUR, Mouza: Bandhgoda

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 1500(Corresponding RS Plot No:- 1011), LR Khatian No:- 11542	Owner:কল্পনা দত্ত, Gurdian:স্বপন কুমার দত্ত, Address:নিজ, Classification: Area:0.00750000 Acre,
L2	LR Plot No:- 1850(Corresponding RS Plot No:- 904), LR Khatian No:- 12080	Owner:মানসী দত্ত, Gurdian:অবনী কুমার চন্দ্র, Address:নিজ, Classification:বাস্তু, Area:0.02500000 Acre,

Endorsement For Deed Number : I - 030307041 / 2016**On 28-09-2016****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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:38 hrs on 28-09-2016, at the Office of the A.D.S.R. BOLPUR by Smt Sanghamitra Sadhu, one of the Executants.

29/09/2016 Query No:-03031000358901 / 2016 Deed No : I - 030307041 / 2016, Document is digitally signed.

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 53,00,000/-

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

Execution is admitted on 28/09/2016 by 1. Smt Sanghamitra Sadhu, Daughter of Priya Ranjan Sadhu, B. G. Nanda Road, Sarba Mangala Para, Shyambazar, P.O: Burdwan Rajbari, Thana: Burdwan, , Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by Profession Service, 2. Smt Kalpana Dutta, Wife of Swapan Kumar Dutta, Nalhati, P.O: Nalhati, Thana: Nalhati, , Birbhum, WEST BENGAL, India, PIN - 731234, by caste Hindu, by Profession House wife, 3. Smt Manasi Dutta, Wife of Gobinda Gopal Dutta, Station Road, Sainthia, P.O: Sainthia, Thana: Sainthia, , Birbhum, WEST BENGAL, India, PIN - 731234, by caste Hindu, by Profession House wife, 4. Smt Madhuri Haldar, Wife of Goutam Chandra Haldar, Murari, Chatra, P.O: Chatra, Thana: Rampurhat, , Birbhum, WEST BENGAL, India, PIN - 731224, by caste Hindu, by Profession Service

Indetified by Somen Chatterjee, , , Son of Late Gopal Chatterjee, Purba Sinthi Road, P.O: Ghughudanga, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Business

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

Execution is admitted on 28-09-2016 by Tapash Mukherjee, partners, Siddhi Construction, 118/42, Thana Road,, P.O:- B D Sopan, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700116

Indetified by Somen Chatterjee, , , Son of Late Gopal Chatterjee, Purba Sinthi Road, P.O: Ghughudanga, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Business

Execution is admitted on 28-09-2016 by Shyam Sundar Biswas, partners, Siddhi Construction, 118/42, Thana Road,, P.O:- B D Sopan, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700116

Indetified by Somen Chatterjee, , , Son of Late Gopal Chatterjee, Purba Sinthi Road, P.O: Ghughudanga, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 39,610/- (B = Rs 39,589/- , E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 39,610/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/09/2016 12:46PM with Govt. Ref. No: 192016170024971771 on 28-09-2016, Amount Rs: 39,610/-,
Bank: State Bank of India (SBIN0000001), Ref. No. CKA5549218 on 28-09-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 2,021/-
Description of Stamp
1. Stamp: Type: Court Fees, Amount: Rs.10/-
2. Stamp: Type: Impressed, Serial no 24476, Amount: Rs.5,000/-, Date of Purchase: 12/09/2016, Vendor name: MATHURA BIHARI PAL
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/09/2016 12:46PM with Govt. Ref. No: 192016170024971771 on 28-09-2016, Amount Rs: 2,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKA5549218 on 28-09-2016, Head of Account 0030-02-103-003-02



Suman
Suman Basu
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BOLPUR
Birbhum, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0303-2016, Page from 137953 to 137989
being No 030307041 for the year 2016.



Digitally signed by SUMAN BASU
Date: 2016.09.29 12:31:57 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 29/09/2016 12:31:56
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BOLPUR
West Bengal.

(This document is digitally signed.)