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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

District Sub-Registrar
Howrah

District Sub-Registrar
Howrah

02 JUL 2018

--: DEVELOPMENT AGREEMENT --:

THIS AGREEMENT is made on this the 2nd day of July, Two
Thousand Eighteen (2018).

BETWEEN

নং 6918 তার 27/2/18

ক্রম - শ্রী/শ্রীমতী W N Estate Developers

ঠিকানা Bally Housrah

মূল্য 100 টাকা পরস

দ্ব্যম্প ভেগারের নাম [Signature]

অরুণ সরকার
হাওড়া কালেক্টরেট
হাওড়া কোর্ট কমপাউন্ড



District Sub-Registrar-II
Hawrah

02 JUL 2018

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

GRN: 19-201819-025516793-1 Payment Mode Online Payment
GRN Date: 01/07/2018 20:07:57 Bank : State Bank of India
BRN : IK00QSLIC8 BRN Date: 01/07/2018 20:08:59

DEPOSITOR'S DETAILS

Id No. : 05130001017828/2/2018
[Tender Number]

Name : Achintya kumar Mondal
Contact No. : Mobile No. : +91 9433419320
E-mail :
Address : Bally Ghoshpara Howrah
Applicant Name : Mr Achintya Kumar Mondal
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	05130001017828/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	7011
2	05130001017828/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	5046

Total

12057

In Words : Rupees Twelve Thousand Fifty Seven only

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SRI BISWANATH BANERJEE (PAN – ALHPB5911D), Son of Late Monmotho Nath Banerjee , by faith Hindu, by Nationality Indian, by occupation- Retired , residing at Bally Ghosh Para North, P.O. – Ghoshpara, P.S. -Nischinda, District – Howrah, Pin – 711227 hereafter called and referred to as **“OWNER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

AND

W.B. ESTATE DEVELOPERS (PAN – AABFW8984E) A partnership firm represented by its partners **1) SRI ACHINTYA KUMAR MONDAL** (PAN – AOFPM9393H) S/o Sri Kusha Dhwaja Mondal, by faith – Hindu, by Occupation – Business, residing at B.B.D Sarani, P.O. – Ghoshpara, P.S. -Nischinda, District – Howrah, Pin - 711227 and **2) SRI BIJAN KUMAR MONDAL** (PAN – AYLPM4783H) S/o Kusha Dhwaja Mondal, by faith – Hindu, by Occupation – Business, residing at B.B.D Sarani, P.O. – Ghoshpara, P.S. -Nischinda, District – Howrah, Pin - 711227, hereinafter called and referred to as the **“DEVELOPER/ PROMOTER”**, (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART;**

WHEREAS one Monmotho Nath Banerjee became the absolute Owner and occupier of landed property measuring about 22 decimal lying and situated at Mouza Bally , J.L. No. 14, R.S.. Khatian No. 7398 under R.S. Dag No. 2995,P.S. Nischinda (previously Bally) , District Howrah by virtue of registered Deed of Sale , which was registered before D.S.R. Howrah and duly recorded in Book No.

1, Volume No.21, Pages from 227 to 229, Being No. 1613 for the Year 1953

AND WHEREAS during enjoyment of the said property said Monmotho Nath Banerjee recorded his name in the record of Settlement and paid taxes thereon.

AND WHEREAS said Monmotho Nath Banerjee died on 17.02.1975 leaving behind him his wife Smt Ishani Banerjee, two sons namely Sri Biswanath Banerjee and Sri Birendra Nath Banerjee and one daughter Smt Mira Banerjee as his legal heirs.

AND WHEREAS said Smt Ishani Banerjee, Sri Biswanath Banerjee, Sri Birendra Nath Banerjee and Smt Mira Banerjee became the joint Owners and occupier of the landed property measuring about 22 decimal lying and situated at Mouza Bally, J.L. No. 14, R.S. Khatian No. 7398 under R.S. Dag No. 2995, P.S. Nischinda (previously Bally), District Howrah.

AND WHEREAS said Owners due to their inconveniences in joint possession in the said Property mutually partitioned the same among themselves through a registered Deed of Partition which was registered before D.S.R. Howrah and duly recorded in Book No. 1, Volume No.55, Pages from 261 to 266, Being No. 2429 for the Year 1980.

AND WHEREAS Sri Biswanath Banerjee i.e. the present Vendor was allotted landed property measuring about 13 decimal equivalent to 07 Cottah 13 Chitack 43 Sq. ft through the said Registered Deed of Partition.

AND WHEREAS in the manner as aforesaid the present Vendor herein became the absolute Owner and Occupier of the aforesaid property measuring about 13 decimal equivalent to 07 Cottah 13 Chitack 43.Sq. ft along with 200 Sq. ft R.T. Shed structure standing thereon lying and situated at Mouza Bally, J.L. No. 14, R.S. Khatian No. 7398 under R.S. Dag No. 2995, P.S. Nischinda (previously Bally), District - Howrah under Nischinda Gram Panchayet and he recorded his name in the record of Nischinda Gram Panchayet and he is in peaceful and uninterrupted possession of the said property without any interruption from any corner whatsoever and the property is free from all encumbrances;

AND WHEREAS the Original Two Deeds vide Deed No. 1613 for the Year 1953 (Deed of Sale) and Deed No. 2429 for the Year 1980 have been lost from the custody of the Vendor herein on 19.10.2017 and in this regard he lodged a diary before the Local Police Station vide G.D No. 942 dated 20.10.2017 and his Advocate Sri Alope Kumar Bhattacharya on his behalf published a Notice in the daily News Paper " Anandabazar Patrika" and "The Telegraph" on 14-03-2018 but the same have not yet been traced out and subsequently the Vendor herein made an Affidavit on 25.04.2018 before 1st Class Magistrate, Howrah declaring that the Schedule mentioned property is free from all encumbrances and more over his Advocate issue a Non Encumbrance Certificate on ;

AND WHEREAS the Owner herein while seized and possessed of the said property is desirous to invest his 05 Cottah demarcated landed property along with 100 Sq. ft R.T. Shed structure standing thereon out of the abovementioned 07 Cottah 13 Chitack 43.Sq.ft landed property

along with 200 Sq. ft R.T. Shed structure standing thereon lying and situated at Mouza Bally , J.L. No. 14, R.S. Khatian No. 7398 under R.S. Dag No. 2995, P.S. Nischinda (previously Bally) , District Howrah under Nischinda Gram Panchayet, which is more fully and particularly described in the Schedule 'A' hereunder written in a profitable manner by constructing a Multistoried building thereon;

AND WHEREAS since the Owner is not technically expert to undertake the construction himself, he resorted to take proper assistance of Promoter / Developer having sound finance stability and technical knowledge and approached the Second Party/ Developer herein for the same;

AND WHEREAS the Party of the Second Part being interested in this matter of construction of Multi Storied building in the aforementioned property accepted the proposal of the Owner/ First Party and agreed to develop the said property by way of construction of the said new building in accordance with the sanctioned plan by arranging financial resources from its own side.

AND WHEREAS on the basis of such approach made by the Owner, the Developer being experienced in developing the Property has agreed to develop the said at its own cost and expenses in the terms and conditions as hereinafter mentioned.

NOW THIS AGREEMENT HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE-I
DEFINITIONS

In this agreement the following terms and conditions unless when contrary to or to the context mean and include the follows :-

1.1 OWNER shall mean and include the Parties of the First Part and his heirs, executors, administrators, legal representatives and assigns.

1.2 DEVELOPER shall mean and include the Second Part and its heirs, executors, administrators, successors, legal representatives and assigns.

1.3 PREMISES shall mean ALL THAT Piece and Parcel of Land measuring about 13 decimal equivalent to 5 Cottah along with 100 Sq.ft R.T. Shed structure standing thereon lying and situated at Mouza Bally , J.L. No. 14, R.S. Khatian No. 7398 under R.S. Dag No. 2995,P.S. Nischinda (previously Bally), District Howrah under Nischinda Gram Panchayet together with all sorts of easement rights over the common passage attached thereto within the jurisdiction District Sub-Registrar at Howrah and Additional District Sub-Registrar at Howrah, more fully and particularly described in the SCHEDULE "A" hereunder written.

1.4 BUILDING shall mean the new Multi storied building to be constructed on the said plot of land in accordance with the sanctioned plan by Howrah Zilla Parishad.

1.5 SALEABLE SPACE shall mean the space in the Multi building available for independent use and occupation after making the provisions for common facilities and the space required thereof.

1.6 ARCHITECT shall mean any person or persons firm or firms appointed by or nominated by the Developer as architect of the building.

1.7 UNIT shall mean include the Flat/Garage etc. with proportionate share of land underneath and the said Flat/ Garage and common parts/ space in the said premises.

1.8 BUILDING PLAN shall mean the Plan for Multi Storied building including the plan which will be prepared and submitted by the Developer in supplement for further stories or any additional and/or alteration and as may be sanctioned by the sanctioning authority of Howrah Zilla Parishad.

1.9 COVERED AREA shall mean the plinth area of the building measuring at the floor level of the basement or any storey and shall be computed by inclusion of the thickness of the internal and external walls, save that if any wall be common between separate two portions/ Flats/ Garage, then only half of depth wall thickness to be included for computing the area of each separate portion/ Flat/ Garage/ Shop/ Godown.

1.10 COMMON AREA shall mean the area of the lobbies, staircase, landing and other portions of the building intended or required for ingress and egress from any portion/ Flat for the use of the Co-Owners

of the Flat i.e. water pump on the ground floor etc. as per sanctioned building plan or plans.

1.11 COMMON PORTIONS shall mean and space for common installation in the building for common use and utility i.e. plumbing, electricity, drawing and other installations fittings, fixtures and machinery which are not exclusive for any portion/ Flat and which are specified as common by the Developer.

1.12 COMMON FACILITIES AND AMENITIES shall include corridor and stair-case, water pump, pump house, overhead water tank, and such other facilities which may be mutually agreed by and between the parties and required for the purpose of location from enjoyment maintenance upkeep and/or proper management of the building.

1.13 OWNER'S ALLOCATION shall mean in the manner as follows:-

- (i) The Owner namely Sri Biswanath Banerjee shall get Three Flats measuring about 550 Sq.ft. (Carpet area) each on the 1st Floor within the proposed new multistoried building.
- (ii) The Owner shall get Rs. 35,00,000/- (Rupees Thirty Five Lakh) Only, which is the Part of the Owner's Allocation and Rs. 5,00,000/- (Rupees Five Lakh) only out of said amount is being paid to the Owner at the time of execution of this Development Agreement and remaining Rs. 30,00,000/- (Rupees Thirty Lakh) Only will be paid to the Owner after completion of the total Project.

Said Flats will be TOGETHER WITH all rights of facilities and amenities within common areas and proportionate share in the land

comprised in the said building and the Owner can use the ultimate roof of the building for installation of T.V. Antena, over head reservoir, drying cloths and the Developer including the Purchasers of Developer's allocation shall have same right on the ultimate roof.

At the time of handing over the Owner's Allocation , the measurement of the said Flats will be taken and if it is shown that the measurement of the allocation increases then the Owner has to pay Rs. 2500/- per Sq.ft. for the increased area to the Developer symontenously the measurement of the allocation decreases then the Developer has to pay Rs. 2500/- per Sq.ft. for the decreased area to the Owner.

That the Developer undertakes that it will make construction as per Specification which is mentioned Schedule 'B' below.

11.14 DEVELOPER'S ALLOCATION *shall mean Rest constructed area out of the total constructed area excluding the Owner's allocation together with all rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building and the said allocated portion of constructed area shall absolutely being to the Developer including the absolute right in the part of the Developer for sale, transfer, lease or in any part of the Developer for sale, lease or in any part with deal with the same and the Developer shall have the absolute right over the ultimate roof.*

Be it mentioned that the Purchaser/Purchasers of the Developer's Allocation can use the ultimate roof of the building for installation of T.V. Antena, over head reservoir, drying cloths etc.

1.15 PROJECT shall mean the development of land by constructions of the proposed Multi Storied building or up to any storey/stories for selling of the Flat/Garage of the building as envisaged hereunder either for commercial or for residential purpose.

1.16 SINGULAR shall include the plural and vice versa.

1.17 MASCULINE shall include the feminine and vice versa.

1.18 TRANSFEREES shall mean the person, firm, limited company, association of persons to whom any space/Flat/ Garage in the building is proposed to be transferred to on ownership basis for residential purpose.

1.19 It is intended and agreed to by the parties hereto that the agreement shall be a complete record of the agreement between the Parties regarding the subject matter hereof.

ARTICLE-II
COMMENCEMENT AND FIELD OF THIS AGREEMENT

2.1 This agreement shall come into effect automatically and immediately on execution of these presents by and between the parties hereto.

2.2 Field of this agreement means and include all act and in connection with the promotion and implementation of the said project till the execution and registration of respective Deed of Deeds of conveyance or transfer by the Owner in favour of the Developer or its nominee/ nominees in terms of the agreement in respect of the Flat/ portion in the proposed building together with undivided right, title, interest in the land of the said premises.

2.3 This agreement shall remain in force till such time the proposed Multi building will be constructed and cease to separate when Owner's allocation and Developer's allocation shall be allotted in the respective manner in favour of the prospective purchaser at the instance of the Developer subject to the fulfillment of the terms on the part of the Developer.

ARTICLE-III
OWNER'S REPRESENTATION

- 3.1 The Owner is absolutely seized and possessed and/or well sufficiently entitled to the said property.*
- 3.2 That none other than the Owner i.e. the Party of the First Part herein, has any right, title and interest over and in respect of the said 'A' Schedule mentioned property and/or any portion thereof.*
- 3.3 That the Developer i.e. the Party of the Second Part hereto being satisfied with the right, title, interest and possession of the party of the First Part in respect of the property as mentioned in the Schedule 'A' hereunder, has agreed to do the proposed development of the said holding in accordance with the terms and conditions as contained herein.*

ARTICLE-IV
OWNER'S RIGHT AND OBLIGATION AND REPRESENTATION

- 4.1 The Owner has absolute right and authority to develop the said premises.*

- 4.2 The Owner shall hand over the possession of the concerned premises on as in whereas basis in connection with the proposed construction work and the Owner shall have to deliver the possession of the concerned premises within one month from the date of Sanction Plan.*
- 4.3 The Owner hereby grant subject to what has been herein above provided the exclusive right to the Developer to build, construct, complete and deliver the possession of the Owner's allocation with full and complete constructions and delivered possession to the Landlords within 2½ years from the date of Sanction of building plan but if any dispute arise either civil or criminal, the agreement period will be extended for a further disputed period.*
- 4.4 The Owner shall clear up all the taxes to the Gram Panchayet and Kajnas to the Government of West Bengal up to date and if there be any due and payable by the Landlord/ Owner that shall be adjusted from the Owner's allocation.*

ARTICLE-V
DEVELOPER'S RIGHT AND RESPONSIBILITIES

- 5.1 The construction of the new building with all ancillary service and specification thereof that would be sanctioned by the authority of Howrah Zilla Parishad and new building shall be at liberty to construct with residential use, whereas the Developer's responsibilities will include coordination with all other statutory authorities and to complete the construction of the building, plumbing, electrical and sanitary fittings and installations by providing good and standard materials as well as technical expert.*

- 5.2** *All funds and/or finance to be required for completion of the entire project shall be provided and arranged by the Developer. The Owner will have to no such liability and/or responsibility.*
- 5.3** *The Developer will be entitled to get the plan sanctioned and modify or alter the plan and to submit the same to the concerned authority in the name of the Owner at its own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory for sanctioning the revised plan, if necessary.*
- 5.4** *The Developer will be entitled to recover all costs, charges, expenses incurred by the Developer towards construction of the building in addition to its profits from the prospective purchaser of the flat/Garage/Shop/Go down of the remaining area and excluding Owner's allocated area within the new proposed building and the Owner and/or any person claiming through him shall not have any right, title, interest, claim and demand whatsoever or howsoever in respect of Developer's portion.*
- 5.5** *If the Developer gets permission from the concerned authority to make further construction /Flats on the proposed Multi Storied building or if the Developer constructs further construction /Flats on the proposed Multi Storied building then all necessary expenses including regularize the Plan will be borne by the Developer and the extra floor/floors will be the sole property of the Developer and the said floors will be treated as Developer's allocated portion and the Owner cannot claim the said constructed area in future . Be it mentioned that the Owner will only get the Owner's allocation ,which is mentioned in 1.13.he will not entitle more.*

- 5.6** *The Developer will be the only and the exclusive builder during subsistence of this agreement and shall have the sole authority to sell the said Flat/Garage/Shop/ Godown of Developer' allocated area/portion in the proposed building at the said premises and/or all, or any portion/ portions thereof, other than the Owner's allocated area including common areas and facilities together with the undivided right, title, interest and possession of the Land in the common facilities and amenities including the right to use thereof and the Developer shall complete the construction of the building with the good and standard materials as would be available to in the market and that the Developer shall only be liable for any misappropriation of money.*
- 5.7** *The Developer hereby undertakes to indemnify and keep indemnified the Owner from and against any and all actions, charges, claim and demand and third party arising out of the due to the negligence or non compliance of any law, bye-laws, rules and regulations of the Howrah Zilla Parishad and other Government or local bodies as the case may be and The Developer will attend to answer and be responsible for any deviation, commission, violation and/or breach of any accident in or relating to the construction of the said building all acts, deeds and things and charges in this regard shall be paid by the Developer and the Owner will have no such liability and responsibility.*
- 5.8** *That the Developer shall not arrange any alternative accommodation to the Owner herein during the period of construction as he has sufficient accommodation elsewhere.*

5.10 That the Developer will be at liberty to amalgamate any other adjacent property with the Schedule mentioned property if there be any requirement.

ARTICLE-VI
CONSIDERATION

6.1. In consideration of the Owner having granted the Developer an exclusive contract to develop the said premises provided herein the Owner shall be entitled to get absolutely the Owner's' allocated area out of total constructed area within the proposed new building including the ultimate roof which will be allocated in terms of the agreement together with the right, title, and interest in common facilities and amenities including the undivided proportionate interest in the land and right to use thereof which includes his absolute discretion and without any obstruction, hindrance and/or objection from the Developer and/or the successors and be entitled to sell, transfer, let out, lease or otherwise dispose of deal with the same as he may think fit and proper.

6.2. The Owner shall get Rs. 35,00,000/- (Thirty Five Lakh), which is the Part of the Owner's Allocation and Rs. 5,00,000/- (Rupees Five Lakh) only out of said amount is being paid to the Owner at the time of execution of this Development Agreement and remaining Rs. 30,00,000/- (Rupees Thirty Lakh) Only will be paid to the Owner after completion of the total Project.

6.3. The Developer shall bear the following expenses :-

All other relevant expenses, such as expenses for clearing / improving the land for building purposes from the date of execution of this agreement ,all costs for construction of the proposed building and including all fittings and fixtures.

ARTICLE-VII
PROCEDURE

7.1 *The Owner will/ shall execute and registered a Development Power of Attorney after Registered this Development Agreement which is required for the purpose of all necessary permission and sanction from all different authorities in connection with the construction of the building for perusing following up the matters with the statutory authorities and to do all acts, Deeds regarding construction work and also to negotiate with the prospective Purchasers to enter into an Agreement for Sale, to receive consideration money in part and/or full from prospective Purchasers and to execute Registered Deed of Sale in favour of prospective Purchasers for the Developer's allocated area or for all Flats/ Garage/ Shop/ Godown excluding only the Owner's allocated area as aforesaid for fulfillment and smooth complication of the entire project as well as for procuring for finance for the purpose of completion of the project.*

ARTICLE-VIII
POSSESSION

8.1 *Immediately on obtaining sanction Plan the Owner shall handover the vacant possession of the said premises and/or the said plot of land to the Developer within One month to enable the Developer to take all necessary action for development of the premises by way of*

construction and the Developer will hold, the same hereunder without interference or disturbance of the Owner or any person or in persons claiming under him.

ARTICLE-IX
CONSTRUCTION

- 9.1** *The Owner or any person claiming through him shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof to the Developer to construct and complete the said building within the stipulated period subject to completion of the project in terms of this agreement.*
- 9.2** *The Developer at its own cost and on the basis of specification as per sanctioned building plan shall construct, erect and complete the building and the common facilities and amenities at the said premises with good and standard material and in a workman like manner.*
- 9.3** *The Developer shall install and erect pump, water storages, overhead reservoir, electrification within the said land at its own cost, whereas if any permanent electric connection is necessary to take from Concerned Electricity Authority for the owner or the occupier of the allocated area of the owner, in that case the Security deposit and charges for installation of the new connection by WBSEB will be paid and/or borne by owner/occupiers separately.*
- 9.4** *The Developer shall at its own cost and expenses and without creating any financial or other liability on the said property and/or*

upon the newly constructed building and complete the building in accordance with the building plan and any amendment thereto or modification thereof made by the Developer during the period of construction subject to the sanction of the appropriate authorities.

9.5 *All costs and charges and expenses relating to or in any way connected with the construction of the said holding and development of the said building or premises including charges for other bodies shall be paid, discharged and borne by the Developer and Owner shall have no liability whatsoever in this context.*

ARTICLE -X
ALLOCATION

10.1 *In completion of the building the Owner shall be entitled to retain his allocated area of new constructed building as mentioned in the 1.13 OWNER'S ALLOCATION whereas the Owner shall be liable to pay all rates, rents and taxes which payable to the Howrah Zilla Parishad and other concerned authorities for his areas from the date of obtaining possession.*

10.2 *On completion of the proposed new Multi storied building the Developer will be entitled to retain balance constructed area in the proposed building in terms of this agreement as mentioned in clause hereof and shall have the right to enter into any lawful agreement with the prospective Purchaser/ Purchasers at its own choice in respect of its separate allocated portion in the proposed building at its own cost and risk and responsibility for sale, transfer, delivery of possession or disposal of the specification mentioned herein before the Owner hereby agrees to be Vendor to all such prospective*

Agreements/Deeds, if necessary, it is also agreed by and between the Owner and Developer that the Owner shall not raise any question or demand any money or consideration out of the said sale procedure of the said portion and the Developer shall be entitled to receive the entire consideration thereof.

10.3 That during the period of construction work the First Party shall have to grant license to the Second Party to use the electricity through his electric meter subject to payment of proportionate electric charges to the Owner/ First Parties by the Developer/ Second Parties.

ARTICLE-XI
RATES AND TAXES

11.1 The Developer hereby undertakes and agrees to pay the Property Tax before the Competent Authority, water and all other taxes as being paid by the Owner under this agreement with the development of the property from the date of this agreement.

11.2 On completion of the building and subsequent delivery of possession thereof the Developer hereto and/or its respective transferees shall be responsible for the payment of the all taxes and rates and the other outgoing in respect of Developer's allocated area.

ARTICLE-XII
SERVICES AND CHARGES

12.1 On completion of the building and after taking possession of the respective allocated area of the Parties hereto in the building the Owner and the Developer and/or the proposed transferees shall be responsible to pay and bear all service charges for the common facilities in the building.

12.2 *The service charges shall be include utility charges, maintenance of mechanical, electrical, sanitary and other equipment for common use and maintenance and general management of the building.*

12.3 *The Developer in consultation with the Owner and other prospective Transferees shall frame Owners' Association for the management of amenities, maintenance and administration of the building and all Parties i.e. Owner and prospective Purchasers shall abide by all the rules and regulations of the Association of Owners of the respective flat as and when formed and the Owner herein shall have to pay all types of maintenance charges proportionately to the Owners' Association.*

ARTICLE-XIII,
COMMON RESTRICTIONS

13.1 *The transferees and occupiers in any event will not use the allotted area or any portion thereof to store as a godown any inflammable or combustible articles/ materials such as kerosene, diesel, oil etc. which any cause fire hazard to the said building.*

13.2 *None of the transferees and occupiers shall demolish or permit demolition of any of the main structure in their allocated portion or any part thereof.*

13.3 *Subject to the Developer fulfillment of the obligation and commitment as specified herein, the Owner will not do anything whatsoever by which the Developer will be prevented from construction and/or Completion of the said building.*

ARTICLE-XIV
LEGAL COMPLIANCE

- 14.1 *It is hereby expressed agreed by and between the Parties hereto that it shall be the responsibility of the Developer to comply with the all other legal formalities and execute all documents as shall be required under the law to this purpose.*
- 14.2 *The Owner shall be bound to sign and execute such agreement, deed, documents, papers writing and forms as may be required by the Developer to be executed in favour of all intending and/or actual transferees in respect of different flats, portion or portions of the said building as aforesaid together with proportionate undivided share or interest in or right to in the land and to register the same wherever necessary without being required to meet the costs and charges for preparation execution and/or registration of the same. The Developer or its representatives shall be duly authorized and/or empowered by the Owner by and under a duly executed Power of Attorney to sign, execute and register all such deeds, papers, writing and documents on behalf in the name of the Owner in respect of Developer's Allocation.*

ARTICLE-XV
TITLE DEEDS

- 15.1 *The Owner shall keep ready all original documents and the title Deeds/Deeds with him and on execution of these presents shall handover all the original copies of the said documents and title deed/deeds to the Developer and after completion of the project ,the Developer will handover said documents to the proposed Owner's Association.*

Be it mentioned that the Developer will keep all original documents from the date of execution of this Development Agreement.

ARTICLE-XVI
MISCELLANEOUS

16.1 *The Owner and the Developer have entered into this agreement purely on contractual basis and nothing continued herein shall be deemed to construe as partnership between the Developer and the Owner but as joint venture between the parties hereto.*

16.2 *Any notice required to be given by the Developer shall without prejudice to any other mode or service available deemed to have a serve on the Owner. If delivery by hand and fully acknowledgement due and shall likewise any notice required and given by the Owner shall be deemed without prejudice to the Owner mace or service available to have been served on the Developer. If delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the Developer.*

16.3 *There is no existing agreement regarding the development and/or the sale to the said premises and that all other arrangement prior to this agreement have been canceled and/or being superseded by this agreement. The Owner hereby declares that he have not entered into any agreement with anybody for development of the said premises except the Developer herein.*

16.4 *This Agreement will be valid till the completion of the building and till the disposal of the Units/ Flats/Garage/Shop/Godown in respect of the Developer's Allocation by the Developer.*

ARTICLE-XVII
FORCE MAJEURE

- 17.1 *The Parties hereto shall not be considered to be liable for any obligation there under to the extent the performance of the relating obligation prevented by the existent of the force majeure and shall be suspended from the obligation during of the force majeure.*
- 17.2 *Force majeure shall mean Flood, Earthquake, Riot, War, Storm, Tem Pest, Civil commotion , Strike, Lock out and/or any other act or commission beyond the control of the parties thereto provided in case of strike or lockout if the same exceed 7 (seven) Days.*

ARTICLE- XVIII
GENERAL CONDITION

- 18.1 *All appendices mentioned in this agreement are integral part of this agreement.*
- 18.2 *All amendments and or addition to this agreement are valid only if made in writing and sign by the both parties.*
- 18.3 *This agreement or benefit mentioned herein shall not be transferable or assignable by the Owner as well as Developer.*

ARTICLE - XIX

(ARBITRATION)

- 19.1 *In case of any dispute difference or question arising between the parties there to with regard to this agreement the same shall be referred to arbitration under the provision of arbitration and conciliation act, two arbitration one to be appointed by each party and the decision of the arbitrators shall be final and binding on the parties.*

SCHEDULE 'A'

ALL THAT Piece and Parcel of Land measuring more or less 5 Cottah along with 100 Sq.ft R.T. Shed structure standing thereon lying and situated at Mouza Bally , J.L. No. 14, R.S.. Khatian No. 7398 under R.S. Dag No. 2995, P.S. Nischinda (previously Bally) , District Howrah under Nischinda Gram Panchayet together with all sorts of easement rights over the common passage attached thereto within the Jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Howrah together with rights over the common passage and all sorts of other rights attached thereto, which is butted and bounded as follows :-

ON THE NORTH : Land of Nihar Kona Singha Roy.

ON THE SOUTH: House of A. Mazumder and Ratan Singh

ON THE EAST : Part Land of Biswanath Banerjee .

ON THE WEST : Matigarh Colony.

SCHEDULE 'B'
SPECIFICATION OF CONSTRUCTION

1. FOUNDATION : R.C.C. isolated Foundation, R.C.C. framed structure and R.C.C. roofs
2. WALL: Brick wall for outer wall 5" (Five) Inches and inner common wall of other flats 5" (five) inches, flat inner wall 5" (Five) inches with specified plaster and parish inside the flat.
3. FLOOR : All are Tile floorings.
4. DOORS: Door frames will be of good quality Sal wood and main door will be made of wood and other doors will be commercial flash doors.

5. **WINDOWS:** All windows will be of Aluminum sections and also Grill guard sliding Glass window.
6. **KITCHEN:** Floor tiles, Black stone on cooking platform, one sink with One tap water point and up to 3' (Three) feet height glazed tiles over the cooking platform.
7. **TOILET:** creative tiles/glazed tiles up to 6'(six feet) height, Floor tiles, Led pipe line and one shower and two tap water points, Indian or western pan.
8. **WASH BASIN:** One Wash Basin will be provided in each flat.
9. **ELECTRIC WIRING** Concealed electric wiring with switch board three light points and one fan point and one plug point in each bed room, one light point and exhaust fan point and one plug point in the kitchen and one light point and one exhaust fan point in the toilet and bath and one fan point, three light points and one fan point and one plug point in the dining-cum-open space of the flat, and one T.V. / Fridge point. All electric meters shall be installed under staircase.
10. **STAIRCASE:** Marble finished.
11. **ELECTRIC METER :** Charge of Electric Meter will be born by every Flat Owner and Rs.25,000/- will be paid for each Meter to The Developer.
12. **COLOURING :** The Building will be Coloured externally .
13. **WATER SUPPLY :** Water supplied from the overhead tanks lifted through Deep Tube Well.
14. **EXTRA WORK:** For extra work other than the above mentioned specification, owner will be liable to pay extra amount in advance before completion of the work.
15. **Lift :** Lift will be used by every Flat Owner.

IN WITNESS WHEREOF both the parties put their respective signature and handed over on this the day month and year first above written.

SIGNED SEALED AND DELIVERED

In presence of

WITNESSES

1) Anghya Benerjee
Manick Benerjee Saran
P.O Nischinda
Bally Howrah
P.S - Nischinda
Dist Howrah
Pin 711227

2) Dipak Bini
vill. Paul Para, P.O. Ghumpara,
P.S. Nischinda
Dist Howrah-711227.

Biswanath Bandyopadhyay
SIGNATURE OF THE OWNER/FIRST PART
For W.B. ESTATE DEVELOPERS

Achintya Kumar Mondal
Partner

For W.B. ESTATE DEVELOPERS

Aditya Kumar Mondal
Partner

SIGNATURE OF THE DEVELOPER/SECOND PART

Drafted by me:

Bilal Kumar Majumdar

Advocate, Howrah

Judges' Court

WB 10 51/1974

Computerized by:

MEMO OF CONSIDERATION

Received Consideration money of the sum of Rs. 5,00,000- (Rupees Five Lakh)

only from the Developer in the manner as follows :-

<u>Date</u>	<u>Bank Name</u>	<u>Cheque No.</u>	<u>Amount (Rs.)</u>
02.07.18	KVB	000882	Rs.2,50,000/-
02.07.18	KVB	000883	Rs.2,50,000/-

Total Rs.5,00,000/-

(Rupees Five Lakh) only

For W.B. ESTATE DEVELOPERS



Achintya Kumar Mondal
Partner

For W.B. ESTATE DEVELOPERS







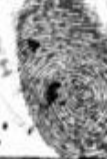




Brijan Kumar Mondal
Partner

SIGNATURE OF THE OWNER/FIRST PART

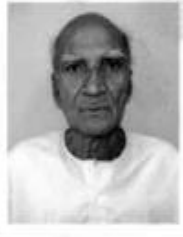










FORM FOR TEN FINGER IMPRESSION

	Left Hand	Little	Ring	Middle	Fore	Thumb
						
	Right Hand	Thumb	Fore	Middle	Ring	Little
						

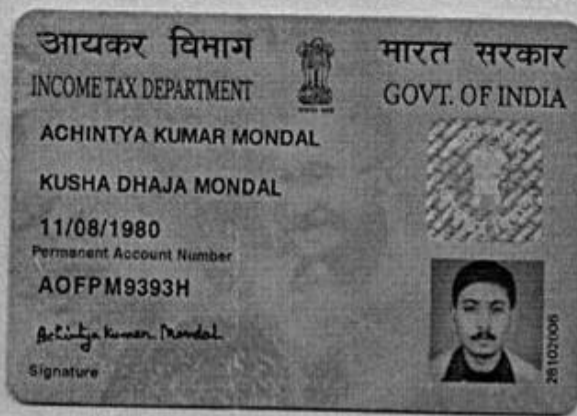
Signature Ashwinkumar Mondal

	Left Hand	Little	Ring	Middle	Fore	Thumb
						
	Right Hand	Thumb	Fore	Middle	Ring	Little
						

Signature Bijan Mondal

	Left Hand	Little	Ring	Middle	Fore	Thumb
						
	Right Hand	Thumb	Fore	Middle	Ring	Little
						

Signature Binoyal Bang



Achintya Kumar Mondal


 ভারতের নির্বাচন কমিশন
 পরিচয় পত্র
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 MLN3794526

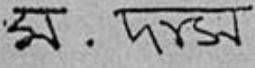



নির্বাচকের নাম : অচিন্তা কুমার মন্ডল
 Elector's Name : Achintya Kumar Mondal
 পিতার নাম : কুশখঞ্জ মন্ডল
 Father's Name : Kushachwaja Mondal
 পিতৃ/Sex : পূ/ M
 জন্ম তারিখ : XX/XX/1979
 Date of Birth : XX/XX/1979

MLN3794526

ঠিকানা:
 বি বা সি বাগ সারানী, বালী, নিশিন্দা, হোবরাহী-711227

Address:
 B B D BAG SARANI
 ,BALLY,NISCHINDA,HOWRAHI-711227

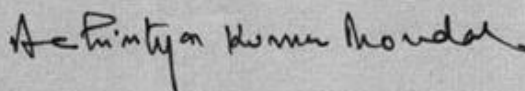


Date: 05/12/2013

184-ডোমজুর বিধান সভার নির্বাচন বিবরণ
 অধিকারিকের স্বাক্ষরের অনুলিপি
 Facsimile Signature of the Electoral
 Registration Officer for
 184-Domjur Constituency

ডেতার পরিবর্তন হলে মূল ডিবেটের কপিটি সিলে বাকি রাখা হলে তা একটি
 নতুন মূল কপি পরিবর্তন স্মারক এবং ১৫০০ টাকা এর
 ফিয়ারসহ নতুন মূল।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with same number.

214876




 ভারতের নির্বাচন কমিশন
 পবিত্র পত্র
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 MLN3794542




নির্বাচকের নাম : বিজন কুমার মন্ডল
 Elector's Name : Bijan Kumar Mondal
 পিতার নাম : কুশধ্বজ মন্ডল
 Father's Name : Kushadhwaaj Mondal
 লিঙ্গ/Sex : পু/ M
 জন্ম তারিখ
 Date of Birth : XX/XX/1983

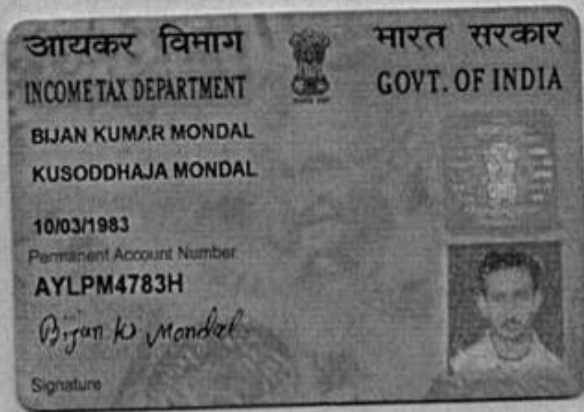
MLN3794542
 ঠিকানা:
 বি বা সি বাগ সারানী, হালী, বিন্দুয়া, হওরাহ-711227
 Address:
 B B D BAG SARANI
 ,BALLY,NISCHINDA,HOWRAH-711227

ম. দাস

Date: 06/12/2013
 184-সংস্কৃত নির্বাচন সেক্টরে নির্বাচন নিয়ন্ত্রন
 অধিকারিকের স্বাক্ষরের অনুলিপি
 Facsimile Signature of the Electoral
 Registration Officer for
 184-Domjur Constituency

উৎসব পরিবর্তন হলে নতুন ঠিকানা বোঝান সিক্রেট নম্বর 1983 ও 1984
 সংক্রান্ত নতুন নতুন পরিবর্তন পত্রের জন্য 1983 নম্বর এই
 পরিচয়পত্রের নতুন ঠিকানা উল্লেখ করুন।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with same number.

Bijan Kumar Mondal



Bijan K. Mondal.

उत्प्रेषण विभाग
INCOME TAX DEPARTMENT
W B ESTATE DEVELOPERS



भारत सरकार
GOVT. OF INDIA



11/07/2014
Permanent Account Number
AABPW8964E

Signature

For W.B. ESTATE DEVELOPERS
Achintya Kumar Mondal
Partner

For W.B. ESTATE DEVELOPERS
Bijan Kumar Mondal
Partner

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BISWANATH BANERJEE
MANMOTHANATH BANERJEE

14/10/1934

Permanent Account Number

ALHPB5911D



Biswanath Banerjee
Signature

Biswanath Banerjee



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

MLN2189132

পরিচয় পত্র



Elector's Name Bishwanath Banerjee

নির্বাচকের নাম বিশ্বনাথ ব্যানার্জী

Father's Name Manmatha

পিতার নাম মথুখ

Sex M

লিঙ্গ পুং

Age as on 1.1.2000 69

১.১.২০০০-এ বয়স ৬৯

Address

D.,C.NeogiRoad(w),Rabindrasarani
(S),M.B.Sarani(w) Nishchinda Ball Howrah
711227

ঠিকানা

ডি,সি,নিয়োগীরোড(প)রবীন্দ্রসরনী(দ)মানিকবন্দ্যো:সরনী
নিশ্চিন্দা-বালী হাওড়া ৭১১২২৭

Facsimile Signature
Electoral Registration Officer
নির্বাচক নিবন্ধন আধিকারিক

For 166-Domjur

Assembly Constituency

১৬৬-ডোমজুড়

বিধানসভা নির্বাচন ক্ষেত্র

Place Howrah

স্থান হাওড়া

Date 12.09.2000

তারিখ ১২.০৯.২০০০

3880243

Bishwanath Banerjee

Major Information of the Deed

Deed No :	I-0513-03053/2018	Date of Registration	02/07/2018
Query No / Year	0513-0001017828/2018	Office where deed is registered	
Query Date	28/06/2018 10:10:40 PM	D.S.R. - II HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	Achintya Kumar Mondal Thana : Howrah, District : Howrah, WEST BENGAL, Mobile No. : 9830387805, Status : Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 10,30,000/-	Rs. 39,90,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,111/- (Article:48(g))	Rs. 5,046/- (Article:E, E, B, M(b), H)		
Remarks			

Land Details :

District: Howrah, P.S:- Bally, Gram Panchayat: BALI, Mouza: Bali(Part)




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	RS-2995	RS-7398	Bastu	Bastu	5 Katha	10,00,000/-	39,60,000/-	Property is on Road Adjacent to Metal Road,
Grand Total :					8.25Dec	10,00,000 /-	39,60,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	30,000 /-	30,000 /-	

Major Information of the Deed :- I-0513-03053/2018-02/07/2018



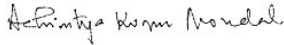
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Biswanath Banerjee (Presentant) Son of Late Monmotho Nath Banerjee Executed by: Self, Date of Execution: 02/07/2018 , Admitted by: Self, Date of Admission: 02/07/2018 ,Place : Office	Photo  02/07/2018	Fingerprint  LTI 02/07/2018	Signature  02/07/2018
Bally Ghosh Para North, P.O:- Ghosh Para, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711227 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ALHPB5911D, Status :Individual, Executed by: Self, Date of Execution: 02/07/2018 , Admitted by: Self, Date of Admission: 02/07/2018 ,Place : Office				



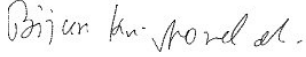
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	W B Estate Developers B B D Sarani, P.O:- Ghoshpara, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711227 , PAN No.:: AABFW8984E, Status :Organization, Executed by: Representative


Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Achintya Kumar Mondal Son of Mr Kusha Dhawja Mondal Date of Execution - 02/07/2018, , Admitted by: Self, Date of Admission: 02/07/2018, Place of Admission of Execution: Office	Photo  Jul 2 2018 3:03PM	Finger Print  LTI 02/07/2018	Signature  02/07/2018
B B D Sarani, P.O:- Ghoshpara, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711227, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AOFPM9393H Status : Representative, Representative of : W B Estate Developers (as partner)				

Major Information of the Deed :- I-0513-03053/2018-02/07/2018

2	Name	Photo	Finger Print	Signature
	Mr Bijan Kumar Mondal Son of Mr Kusha Dhawja Mondal Date of Execution - 02/07/2018, , Admitted by: Self, Date of Admission: 02/07/2018, Place of Admission of Execution: Office			
		Jul 2 2018 3:04PM	LTI 02/07/2018	02/07/2018
B B D Sarani, P.O:- Ghosh Para, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711227, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AYLPM4783H Status : Representative, Representative of : W B Estate Developers (as partner)				

Identifier Details :

Name & address	
Mr S Nandi Son of Mr S Nandi Howrah, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr Biswanath Banerjee, Mr Achintya Kumar Mondal, Mr Bijan Kumar Mondal	
	02/07/2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Biswanath Banerjee	W B Estate Developers-8.25 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Biswanath Banerjee	W B Estate Developers-100.00000000 Sq Ft

Endorsement For Deed Number : I - 051303053 / 2018

On 02-07-2018

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.

Major Information of the Deed :- I-0513-03053/2018-02/07/2018

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

Presented for registration at 14:41 hrs on 02-07-2018, at the Office of the D.S.R. - II HOWRAH by Mr Biswanath Banerjee ,Executant.

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 39,90,000/-

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

Execution is admitted on 02/07/2018 by Mr Biswanath Banerjee, Son of Late Monmotho Nath Banerjee, Bally Ghosh Para North, P.O: Ghosh Para, Thana: Bally, , Howrah, WEST BENGAL, India, PIN - 711227, by caste Hindu, by Profession Retired Person

Indetified by Mr S Nandi, , , Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 02-07-2018 by Mr Achintya Kumar Mondal, partner, W B Estate Developers (Partnership Firm), B B D Sarani, P.O:- Ghoshpara, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711227

Indetified by Mr S Nandi, , , Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 02-07-2018 by Mr Bijan Kumar Mondal, partner, W B Estate Developers (Partnership Firm), B B D Sarani, P.O:- Ghoshpara, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711227

Indetified by Mr S Nandi, , , Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,046/- (B = Rs 5,000/- ,E = Rs 14/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,046/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/07/2018 8:08PM with Govt. Ref. No: 192018190255167931 on 01-07-2018, Amount Rs: 5,046/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00QSLIC8 on 01-07-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,011/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 7,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 6918, Amount: Rs.100/-, Date of Purchase: 27/02/2018, Vendor name: A Sakar
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/07/2018 8:08PM with Govt. Ref. No: 192018190255167931 on 01-07-2018, Amount Rs: 7,011/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00QSLIC8 on 01-07-2018, Head of Account 0030-02-103-003-02

Tapas Dutta

Tapas Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II HOWRAH
Howrah, West Bengal

Major Information of the Deed :- I-0513-03053/2018-02/07/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0513-2018, Page from 86086 to 86129

being No 051303053 for the year 2018.



**(Tapas Dutta) 7/2/2018 4:27:06 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II HOWRAH
West Bengal.**

(This document is digitally signed.)