

650

Q-638



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

F 306114

F 306114

11
 Q-131817/20
 C-110-A7

*Certified that the Endorsement
 Sheet's and the Signature Sheet's
 attached to this document
 are part of the Document.*



**Additional District Sub-Registrar
 BURDWAN**

28 JAN 2020

DEED OF AGREEMENT FOR DEVELOPMENT OF LAND

**THIS DEED OF DEVELOPMENT AGREEMENT made this
 the 27th Day of January, 2020**

BETWEEN

**MR. NRIPENDRALAL MITRA, PAN : AARPM8503D, son of
 Late MANINDRALAL MITRA, by Nationality Indian, by faith Hindu,
 by occupation, Academic, presently residing at Apartment # 512,**

58
 1

Contd. next page

1727 24.1.2020

SRIJANI PROJECTS PVT LTD

1727
2000
20031 91 1121
20031 91 1121
20031 91 1121

Burdwan
27 DEC 2019



A. Samikha



20031 91 1121

A. Samikha



20031 91 1121



Chandrabh



Sanjay Kumar Dasgupta

20031 91 1121

[Signature]
Additional District Sub-Register
BURDWAN



Debab K. Mitra

27 JAN 2020

Index : 2

Block III, Skyline city, Chandra Layout, Nagarbhavi First Stage,
Bangalore 560072, Karnataka;

Mr. CHANDAN MITRA, PAN : ~~DSEWR4587P~~ A Q D P M 4 5 0 7 B, son of Late
MANINDRALAL MITRA, by nationality Indian, by faith a Hindu by
occupation retired from civil engineering profession and presently
residing at [Apartment # 203, Ranjit Apartment, Kalyanpur,
Asansol, West Burdwan, West Bengal;

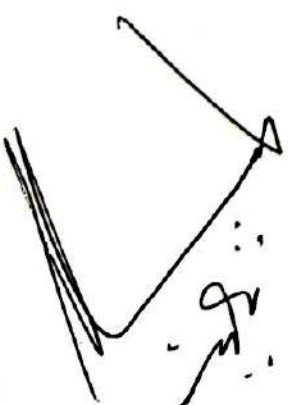
Mr. SWAPAN KUMAR MITRA, PAN : ~~HKPOL4587M~~ BBPPM0314Q, son of
Late RAJENDRALAL MITRA, by nationality Indian, by faith a Hindu,
by occupation, retired from service and residing at 5, Saktipara,
Baronilpur, Burdwan - 713103, West Bengal

Mr. TILAK KUMAR MITRA, PAN : ~~GETRE4587L~~ CELPM6435E, son of
Late RAJENDRALAL MITRA, by nationality Indian, By faith a Hindu
and By Profession, retired from service and residing at 5, Saktipara,
Baronilpur, Burdwan- 713103, West Bengal;

AND

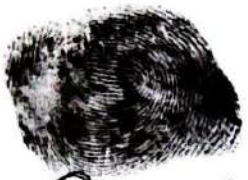
Mr. DILIPKUMAR MITRA, PAN : ~~JHGP4524L~~ ACLPM0893Q, son of Late
JITENDRALAL MITRA, by nationality Indian, by faith a Hindu and
by Profession retired from Railway service and presently residing
at Indus, Kharagpur, West Midnapore, West Bengal - hereinafter
collectively called **OWNERS**, which term of expression shall unless
excluded by or repugnant to the context be deemed to mean and

Contd. next page





2.5.19.101
Jitendra Kumar Mitra



2.5.19.103
Pradip K. Nag



2.5.19.104
Chandan K. Nandy



2 Abhijit Pal.
s/o - Basanta K. Pal.
Binuti Kuri, Lakurdi,
Purba Bardhaman,
713102

Registrar
Burdwan

27 JAN 2020

Index : 3

include his heirs, executors, administrators, legal representatives and assigns, all jointly on the **ONE PART**.

AND

SRIJANI PROJECTS PVT. LTD., PAN : AAUCS4503P, A company registered under the Companies Act. 1956, vide incorporation Identity No. U70109WB2012PTC183955, registered office at Baranilpur, Sukantapally, G.T.Road Bye-pass, Sripally, Burdwan-713103 represented by its directors :

(I) **MR. PRADIP KUMAR NAG**, son of Late Kanailal Nag, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Chotonilpur, P.O - Sripally, P.S & District - Burdwan

&

(II) **MR. CHANDAN KUMAR NANDY**, son of Sri Sukumar Nandy, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Vill. - Sijna, P.O - Jhikra, District - Burdwan, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office, administrators and assigns) of the **OTHER PART**.

WHEREAS by purchase parties here of the one part are jointly the absolute owners in respect of ALL THAT a piece of land

Contd. next page

Index : 4

measuring more or less 42 katha being known and numbered under Burdwan Municipality at Mouza : Balidanga , J.LNO. 35, R.S.Plot No. - 1342 (P), 1343, 1345 & 1346 (P), L.R. Plot No. 3158, 3159, 3160, 3162, Class of Land Viti / Bastu under L.R. khatian No. 1244 , 9231, 9232, 9233, 2265, 926, 744, 9409 & 9410 hereinafter called "**THE SAID PROPERTY**" more fully described in SCHEDULE hereunder written, and

AND WHEREAS the Party hereto of the one part due to various reasons intend to develop the said property through a competent Developer; and

AND WHEREAS the owner has approached the Developer to undertake the development of the aforesaid land, to which the developer agreed on the following conditions.

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

ARTICLE - I

DEFINITIONS & INTERPRETATIONS

APARTMENT means and includes living room, bed rooms, toilets, kitchen, verandah, and other covered area in a housing scheme commonly referred as 3 BHK, 2 BHK, 1BHK so on so forth and sold as a housing unit in terms of ownership with heritable

Contd. next page

Index : 5

rights and restricted right on internal alteration without touching the structural frame and ceilings.

APPROPRIATE AUTHORITY means the Burdwan Municipal Corporation and all other Bodies who provide the Housing development Plan as submitted by the DEVELOPER for developing and construction of urban housing facilities.

APPROVED CONSTRUCTION PLAN means the PROJECT plan for construction of the Housing Complex including the facilities of urban DEVELOPMENT as submitted by the DEVELOPER for the approval of and approved by the appropriate Authority.

ARCHITECT Shall mean such person or persons or Firm with required qualification who will be appointed by the developer for designing and planning of the new building(s).

BUILDING PLAN shall mean the plan to be sanctioned by the appropriate authority with such alternation or modification as may be made by the developer.

BUILDING shall mean and include the building(s) to be constructed at the premises mentioned in earlier paragraph, Schedule.

CAR PARKING Means the Facility for exclusive right to park the Car of Apartment owners allotted in covered and/or open space allotted by way of number on consideration of onetime payment

Contd. next page



Index : 6

on the capitalized value of the facility in addition to the consideration for purchasing an apartment.

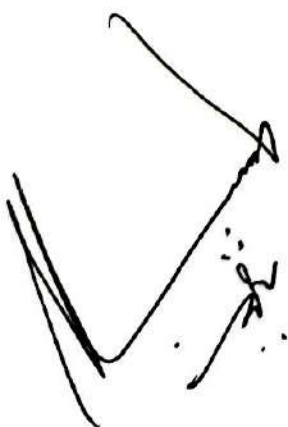
CARPET AREA The floor area of an apartment excluding the breadth and length of the wall, as a carpet can cover wall to wall is the carpet area of the Apartment.

COMMON FACILITIES AND AMENITIES shall mean and include corridors, seat outs, stairways, passageways provided by the developer, pump room, tubewell, overhead tank/s, water pump and motor and other facilities which are required for the establishment, for common enjoyment, maintenance and / or management of the building.

COMPLETION CERTIFICATE means the Certificate received from the appropriate AUTHORITY declaring that the Construction and Department including all urban facilities of the Housing Complex is completed for the use of the apartment owners and/or their assigns.

DEFAULT means and includes failure of the DEVELOPER to comply with any prior or subsequent condition on compliance in the absence of which the Development and Construction work may not continue and progress, which also includes any regulatory failure of non-compliance and the DEFAULT made to Bank on repayment schedule of the term loan, if any, taken for the purpose.

Contd. next page



Index : 7

DEVELOPER shall mean SRIJANI PROJECTS PVT. LTD., a private limited company registered under the Companies Act. 1956, vide incorporation Identity No. U70109WB2012PTC183955, registered office at Baranilpur, Sukantapally, GTRoad Bye-pass, Sripally, Burdwan-713103 represented by its directors (i) Mr. Pradip Kumar Nag, son of Late Kanailal Nag, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Chotonilpur, P.O - Sripally, P.S & Dist. - Burdwan & (ii) Mr. Chandan Kumar Nandy, son of Sri Sukumar Nandy, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Vill. - Sijna, P.O - Jhikra, Dist. - Burdwan, hereinafter called the DEVELOPER and its successors in office, administrators and assigns.

DEVELOPERS ALLOCATION Shall mean and include seventy percent of the full constructed and developed area of the proposed building over the schedule land together with the absolute right, title & interest in the land including common facilities and amenities including the right to use thereof in the premises upon construction.

DELIVERABLE STAGE Deliverable stage means the stage when the construction work, finishing and all municipal service connectivity shall be ready and apartments would be ready for delivery of possession and habitation on the issue of Certificate of

Contd. next page

Index : 8

Completion issued by the appropriate Authority for the said purpose.

FAMILY DAITEE means the *Bura Kali* including the *Aswarh Tree* as is existing in the SCHEDULED PROPERTY in the North-East corner.

FORCE MAJORE Means and includes change of conditions at any stage of the work making the work impossible to carry on either temporary which is beyond the capacity of the DEVELOPER to rectify.

JOINT FAMILY PROPERTY means and includes PROPERTY in the SCHEDULED LAND jointly owned by the OWNERS by way of application of inheritance law of the land for Hindus by on basis of *Dayabhaga* principles of inheritance.

OWNERS shall mean and include all the aforesaid parties, in One Part including their heirs, executors, administrator, representatives and assigns.

OWNERS ALLOCATION shall mean and include the owner will get the built up and developed space to the extent of 30 percent with the proportionate right, title & interest in the land including common facilities and amenities as per sanctioned plan of Burdwan Municipality.



Contd. next page

Index : 9

PAY OUT Means and includes the payment schedule for the DEVELOPERS to pay of OWNERS as laid down in Article VIII

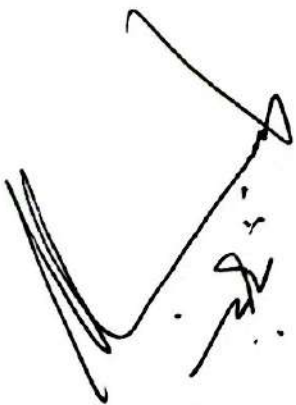
PLINTH AREA : Means and includes total constructed area admeasured taking side of wall of the constructed area.

POWER OF ATTORNEY, means and includes the POWER OF ATTORNEY given to the DEVELOPER as specified in Article XVII.

PROJECT : Project shall mean and include the land development with all urban facilities including internal roads and complex beautification and the construction of housing facilities ready for sale and giving possession to the absolute interest for residential use with right of inheritance, sale, renting and assignment under the Transfer Property Act and right to use on common properties created in the complex including planning and execution of landscape, gardening and internal roads with common lighting facilities in the area.

PROJECT COST shall mean and include construction cost on the entire plinth area of the building, all extended parts of construction in the form of verandah and seat outs along with cost of urban facilities, and all other cost on architecture, sectional drawing, development of the property to make it suitable for housing construction, landscaping, plantations, beautifications, internal

Contd. next page



Index : 10

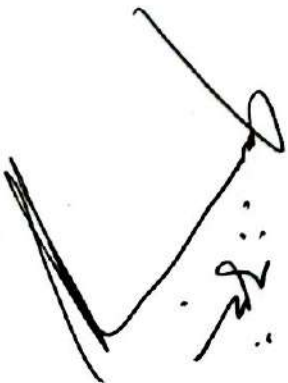
roads and communications and lighting facilities in all common area.

THE PROPERTY shall mean and include ALL THAT a piece of land admeasuring more or less 39 katha from the total area of land of 42 katah of Joint Family property and about more or less 5 katha of individual holding of Nripendralal Mitra in the Scheduled Property but excluding the parental homestead and adjacent land more or less 8 katah of land retained by two coparceners, Swapan Mitra and Tilak Mitra contributed by the OWNERS from their common hotchpotch and also separate holding in the SCHEDULED PROPERTY as provided in the Article VII. However this property given in possession includes about 4 katah of land for the temple-site to be developed as the common facility of the Apartment owners.

RIGHT OF PRE-EMPTION : A preferential right to offer the land to sale/lease on long term of assign to the neighbor, in this case the DEVELOPER or the ASSOCIATION as the case may be if OWNER/S intends to sale or otherwise dispose the property as stipulated in this AGREEMENT.

RIGHT ON ROOF means the right to use any construction on the roof-top vested with the DEVELOPER according to approved construction Plan by the approved Authority during the development and construction of the Apartment complex and the same right vested upon the Apartment Owners Association after

Contd. next page



Index : 11

transfer of the Project completed for the purpose of management of common affairs including the common properties.

SALEABLE SPACE Shall mean the space in the new building available for independent use and occupation developed by the Developer after providing owner's allocation and after making due provisions for common facilities and space required thereof.

SCHEDULED PROPERTY means and includes property in the as stated in the SCHEDULE hereinafter.

TIME SCHEDULE Shall mean the project completion time-schedule for completion of the construction and obtaining the Completion Certificate from the appropriate Authority, which shall be within 36 (thirty six) months from the date of obtaining all necessary permissions and sanctions from the appropriate authorities to make available the constructed apartments in salable condition and deliverable stage.

TRANSFeree Shall mean the person, firm, limited company, association or persons to whom any space in the building will be transferred.

WORDS Imparting singular shall include plural and vice-versa and the words imparting masculine gender shall include feminine and vice - versa and neuter gender shall include masculine and feminine genders.

Contd. next page



Index : 12

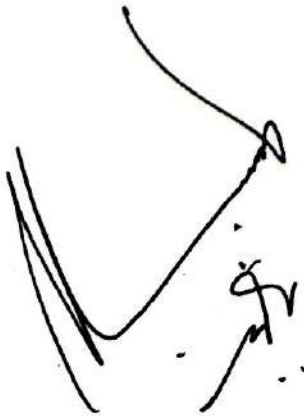
ARTICLE - II
THE AGREEMENT

Owners proposed to pool their PROPERTY and use the land for development and construct an apartment complex for Middle income Group Housing facilities with all urban facilities of drinking water supply, sewerage system, rain-water harvesting, internal roads and communication system, contacted the DEVELOPER on the OTHER PARTY, a well-known Land Development and Urban Housing construction Company. After negotiation the parties to the AGREEMENT agree that the 'OWNERS of ONE PART' would bring in the freehold land and give the unencumbered possession of the PROPERTY to the DEVELOPER of the OTHER PART being a reputed Land Developer of Burdwan having sound financial ability will bring in investment to the PROJECT for developing the land with all urban facility and construct a housing complex creating facilities on the mutually accepted CONSERATION.

ARTICLE - III
COMMENCEMENT

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement. However in due course the developer can get this agreement registered in the court after paying necessary stamp duty / registration charges as applicable.

Contd. next page



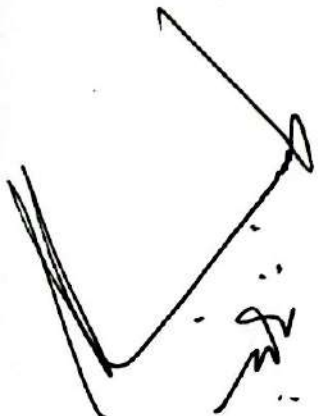
Index : 13

ARTICLE - IV
CONSIDERATION

In consideration of the OWNERS having agreed to give in possession of the PROPERTY to the DEVELOPER and to permit the DEVELOPER to commercially exploit the said property and to construct, erect and build new apartment housing facilities in accordance with the plan approved by the appropriate Authority, the DEVELOPER in this AGREEMENT shall bring in sufficient and adequate investment to develop the PROPERTY and construct a housing complex with all urban facilities including supply of drinking water, sewerage system, Electric Installation, distribution of electricity, and appropriate landscaping and construction of internal road and communication system etc. for which the OTHER PARTY shall have power of attorney to sale and dispose of 70% (seventy percent) of the housing facilities and appropriate the sale proceeds as the return against investment and reward for development on completion of the PROJECT within the time-schedule.

The OWNERS shall have 30% of the developed housing facilities as and when completed, to be distributed amongst them according to the ratio of the PROPERTY pooled and brought into the PROJECT by each of the OWNERS. However the DEVELOPER may also be requested to sale all or any of those housing facilities allotted to the OWNERS and allocated to the OWNERS and pay

Contd. next page



Index : 14

the same to the OWNERS as per the distribution of the apartments amongst the OWNERS.

However, the DEVELOPER shall pay an advance of Rupees fifty lakh only after finalization of the AGREEMENT but before the final execution of the Agreement of the Deed of Development, in two instalments which amount shall be distributed amongst the OWNERS in the ratio of the land owned and pooled into the PROJECT and as agreed upon among the OWNERS.

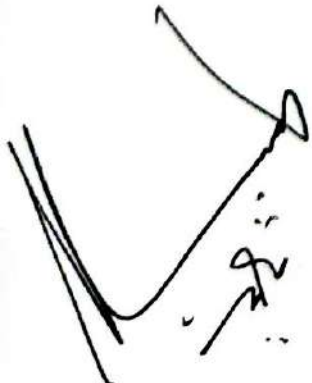
ARTICLE - V

CONDITIONS

THE DEVELOPER shall undertake at their own cost and expenses :

- (a) to obtain all necessary permissions and / or approvals and / or consents from all Authorities before the work is started so that the DEVELOPER shall keep a running Compliance record;
- (b) to pay for supervision, management, security and material management for the purpose of development and construction work of the project;
- (c) To bear all costs, charges and expenses for construction of the building at the said premises.
- (d) to allocate the owners of their respective proportion of developed housing facility in the building to be constructed at the said PROPERTY within 36 (thirty six) months from

Contd. next page



Index : 15

the date of sanction of the building plan, which is the essence of the contract.

- (e) to use grade 1 materials in all development and construction work.

The aforesaid conditions shall constitute a part of consideration for grant of exclusive right for development of and building the housing complex.

ARTICLE VI

THE PROJECT

The DEVELOPER shall prepare a blue-print of the development of the PROPERTY with all urban housing requirements including the site-planning, landscape, architectural planning, construction of the Housing complex with all urban municipal facilities and obtain at his cost all necessary approvals, sanctions and regulatory clearances. It is a project of land development and urban planning with the housing complex with modern facilities under a plan sanctioned and approved by the Burdwan Municipal Corporation and/or other authorities. The DEVELOPER shall distribute a copy of the approved blueprint of the PROJECT plan to all the OWNERS as soon as possible but not later than the date of commencement.

Contd. next page



Index : 16

ARTICLE - VII

PROPERTY FOR DEVELOPMENT

The PROPERTY brought in and put into the possession of the DEVELOPER for the purpose of developing a Housing Complex facility for commercial use from the common Hotchpotch of the JOINT FAMILY PROPERTY held by the coparceners in the schedule property admeasuring more or less 39 Katha allocated from the SCHEDULED PROPERTY out of which 4 katah shall be kept for the temple as shown in the Map of the SCHEDULED PROPERTY and 35 katah given to developing the housing complex.

ARTICLE - VIII

SPECIAL CONDITION FOR TEMPLE

The OWNERS specifically instructed, which was accepted by the DEVELOPER for construction of a Temple for providing and placement of the family Daity and for which DIPLIP KUMAR MITRA and Mr. Nripendralal Mitra instructed to take land out of their respective shares land admeasuring 2 katah each and the the DEVELOPER agreed to build and construct the temple and maintain the *Aswath* Tree inside the temple site as is now existing.

ARTICLE - IX

OWNERS' RESPONSIBILITY & COVENENTS

OWNERS shall ensure that the land pooled for the PROJECT are owner and occupied by them and free from all encumbrances

Contd. next page



Index : 17

and provide free, adequate and exclusive title on the PROPERTY and free of any dispute and litigation.

OWNERS take full responsibility and reimburse the DEVELOPER on the OTHER PART if the party on the OTHER PART has to suffer any financial loss on or due to any dispute over the title.

OWNERS shall ensure that None other than the owners has any claim , right, title & interest and / or demand over and in respect of the said premises and /or any portion thereof.

OWNERS shall also ensure that The said PROPERTY is not vested in the Urban land (Ceiling and regulation) Act, 1976.

OWNERS will hand over the said PROPERTY to the developer free from all encumbrances and construct the boundary wall around the land in his initiation but at the expense of the developer which will be accounted for in the project cost.

Owners hereby agree and covenant with the DEVELOPER not to cause any interference or hindrance in the construction of the building at the said property by the DEVELOPER.

OWNERS hereby agree and covenant with the developer not to do any act or deed or thing by which the developer may be prevented from selling , assigning and / or disposing of any portion or portions in the building.



Contd. next page

Index : 18

OWNERS declare that no other agreement whatsoever subsists in respect of the said premises and the owner will indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

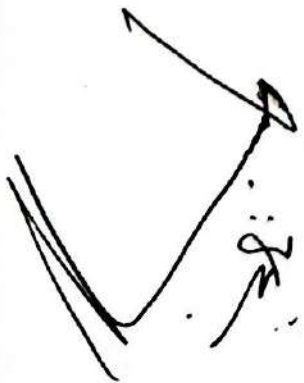
ARTICLE - X

DEVELOPER'S RIGHT, OBLIGATIONS & COVENANTS

OWNERS hereby grant subject to what has been hereinafter provided the exclusive unencumbered possession right to the developer to build upon and to exploit commercially the said PROPERTY and to build, construct, erect and complete the building(s) in various size of flats in order to sale the said flat to the public for their residential purpose by entering into an agreement for sale and/or transfer in respect of the newly constructed building in accordance with the plan to be sanctioned by the appropriate authority with or without amendment or modification made or caused by the developer.

The DEVELOPER shall be entitled to prepare , modify the plan and to submit the same to the appropriate authority in the name of the OWNERS at its own cost and the DEVELOPER shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction from the appropriate authority if required for construction of the building at the said premises provided

Contd. next page



Index : 19

however that developer shall be exclusively entitled to all refunds of any or all payments and/or deposits paid by the developer.

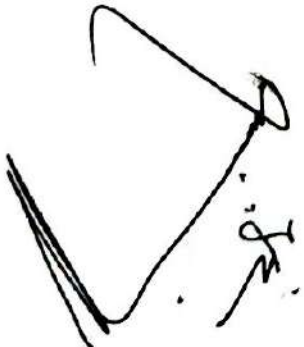
The DEVELOPER will be entitled to receive, collect and realize all money of the developed property from the intending purchaser(s) without creating any personal liability of the owner.

The DEVELOPER shall pay and bear all property taxes and other dues and outgoings in respect of the said property accruing due as and from the date of handing over vacant possession of the said property to the Developer. If there are any dues of property taxes or any owner taxes regarding the said property before the date of handing over the same to the Developer that would be borne by the owner.

The DEVELOPER will be entitled to deliver flats and spaces pertaining to the project in any time on completion of the PROJECT and obtaining the Completion Certificate from the Authority through registered deed. The DEVELOPER will be entitled to transfer the undivided proportionate share of land in the premises on the strength of this Agreement and the General power of Attorney at appropriate registration office.

The DEVELOPER has the right to raise finance from any Nationalized Bank or any other Banking and non-banking Financial Institutions for the purpose of development of the said project by mortgaging the aforesaid land.

Contd. next page



Index : 20

The DEVELOPER hereby agrees and covenants with the owner that the developer shall complete the construction of the new building (s) within 36(thirty six) months from the date of obtaining all necessary permissions and sanctions.

The DEVELOPER shall not be considered to be liable to any obligations here above to the extent that the performance of the relevant obligation are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Until the entire developed property is handed to the Association on completion of the Project or otherwise the roof-top shall be in the possession of the DEVELOPER as shall be other common property.

ARTICLE - XI

DEVELOPER'S RIGHT OF PRE-EMPTION

The DEVELOPER and at the end of the PROJECT after the DEVELOPED PROPERTY is hand over to the Association, the Association, shall have the pre-emptory right on any part of the JOINT FAMILY PROPERTY retained by OWNER/S including the homestead ether as joint or as partitioned property if the case the OWNER/S desire/s to sale or otherwise dispose the property and the DEVELOPER or the ASSOCIATION shall retain the right of first refusal.

Contd. next page



Index : 21

ARTICLE - XII

PAY OUT TO OWNERS

The DEVELOPER shall pay the **OWNERS** 30% of the apartments constructed and developed by the **DEVELOPER** in the project to be shared in between them according to land ratio brought in the project by the coparceners as may be agreed upon by and between them.

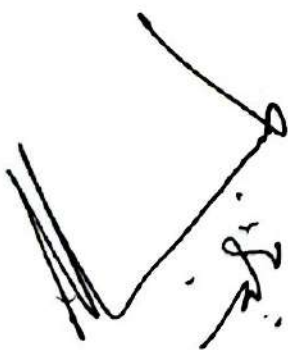
The **DEVELOPER** shall allocate the **OWNERS** 30% of apartments constructed and developed on completion of the **PROJECT** over 36 months, which will be subjected to the final adjustment taking into consideration of the advances paid by the **DEVELOPER** to the **OWNERS** at the execution of the **AGREEMENT** amounting Rupees fifty lakhs.

ARTICLE - XIII

POSSESSION

The owner shall give quiet peaceful and unencumbered possession of the said **PROPERTY** to the **DEVELOPER** simultaneously with the execution of this agreement enabling the Developer to survey the entire premises and for making soil testing and preparation of the proposed building. The **DEVELOPER** shall be exclusively entitled to the new building with exclusive right to transfer or otherwise deal with or dispose of the same.

Contd. next page



Index : 22

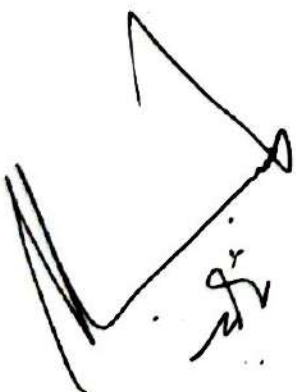
ARTICLE - XIV

NOTICE OF COMPLETION & TRANSFER OF TAX LIABILITY

As soon as the Housing Complex as per the sanctioned Plan is completed and the DEVELOPER gets a Certificate of Completion from the required Authority the DEVELOPER shall give written notice to the intending purchasers /lessees of individual units of the building and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan thereof and certificate of the architect being produced to the effect and after 30 (thirty) days from the date of service of such notice and at all times thereafter the unit flat holders will be exclusively responsible for payment of all municipal and property taxes , rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) and service charges for the common facilities.

As and from the date of service notice of possession the DEVELOPER / intending purchasers / lessees will be responsible to pay and bear proportionate share of service charges for the common facilities in the building and the said charges to include proportionate share of premium for insurance of the building, water, fire and sewerage clearance charges and taxes, light, sanitation , maintenance operation, repair and renewal charges

Contd. next page



Index : 22

ARTICLE - XIV

NOTICE OF COMPLETION & TRANSFER OF TAX LIABILITY

As soon as the Housing Complex as per the sanctioned Plan is completed and the DEVELOPER gets a Certificate of Completion from the required Authority the DEVELOPER shall give written notice to the intending purchasers /lessees of individual units of the building and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan thereof and certificate of the architect being produced to the effect and after 30 (thirty) days from the date of service of such notice and at all times thereafter the unit flat holders will be exclusively responsible for payment of all municipal and property taxes , rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) and service charges for the common facilities.

As and from the date of service notice of possession the DEVELOPER / intending purchasers / lessees will be responsible to pay and bear proportionate share of service charges for the common facilities in the building and the said charges to include proportionate share of premium for insurance of the building, water, fire and sewerage clearance charges and taxes, light, sanitation , maintenance operation, repair and renewal charges

Contd. next page

A handwritten signature or set of initials, possibly 'gr', written in black ink in the bottom left corner of the page.

Index : 23

for bill collection management of the common facilities, renovation, replacement repair and maintenance charges and expenses for the building and of the common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installation, appliances and equipment, stairways, corridors, passage ways, and other common facilities whatsoever as may be mutually agreed from time to time.

ARTICLE - XV

OWNER'S ALLOCATION

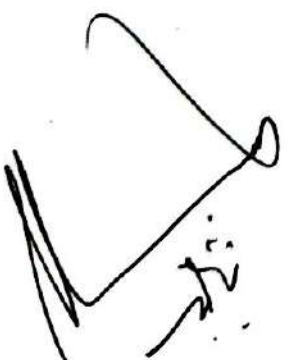
Shall mean and include 30 percent of the apartments with common facilities to be allocated in the ratio of land given for the PROJECT or the equivalent sale proceeds.

ARTICLE -XVI

OWNERS' OPTION, OWNERS

Shall have option to exercise for retaining one/any number of apartment out of the respective share as allocated at any stage of the planning and construction within one month of the identification of apartments in which case the DEVELOPER shall not enter into any Agreement to Sale on those apartments and on completion of the PROJECT hand over those apartment/ apartments to the respective OWNERS, provided that such an option has to be exercised within the time.

Contd. next page



Index : 24

If no option is exercised or option period is over, the DEVELOPER in exercise of his PoA shall have the right to make any Agreement to Sale and consequently make the Sale Deed. However any apartment on which there is already an Agreement to Sale, which has been entered into that falls in OWNERS' allocation, such an option shall cease to exist as soon as the Agreement to Sale with a prospective buyer has been entered into by the DEVELOPER.

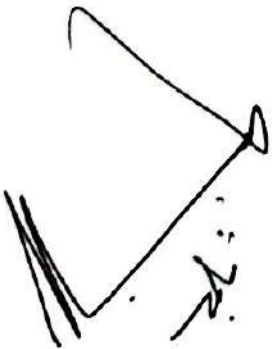
Provided further if any of the OWNERS exercise any option for some apartment but not all of his allotted apartments and the money received in advance falls short of the sale value of the apartment, the OWNER shall settle the account on payment of the balance amount.

ARTICLE - XVII

DEVELOPER'S ALLOCATION

Shall mean and include seventy percent of the proposed number of apartments and common facilities over the Scheduled land together with the absolute right on the part of the DEVELOPER and prospective buyer / buyers and intending transferee / transferees, lessee / lessees or in any way deal with the same.

Contd. next page



Index : 25

ARTICLE - XVIII
POWER OF ATTORNEY

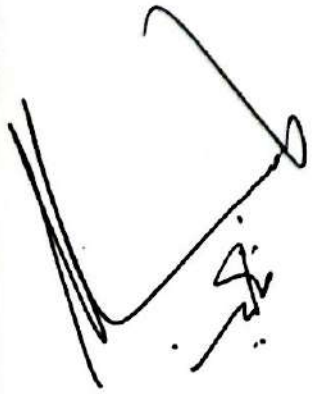
OWNERS shall execute registered General Power of Attorney and a Notarized General Power of Attorney to the DEVELOPER and or its nominee or nominees as may be required for the purpose of obtaining the sanction plan or permission from the different authorities with the construction of the building and also for pursuing and following up the matter with the appropriate authority or authorities.

At the time of execution of this agreement the OWNERS hereby agreed to hand over all the original title deeds and other relevant original documents to the DEVELOPER for holding to facilitate the smooth work in respect of development or construction for the proposed apartments.

ARTICLE - XIX
JOINT OBLIGATION

The developer shall develop and construct multi storied building (s) on the said land as per rules after utilizing F.A.R as per present rules in vogue. The owner will lend his name and signature in all papers, plans, documents , etc. those may come on the way of the developer for successful implementation of the project will be developed in the name of the owner .

Contd. next page



Index : 26

The owner with the execution of this Agreement will hand over all original documents , i.e. Porcha, Mutation Certificate, Tax Bill, etc. and also the Title Deeds (original and certified) to the Developer. Those documents will remain with the Developer till the occupiers of the building(s) form an association or common body.

ARTICLE - XX

DEFAULT

If a default is caused by the DEVELOPER at any stage the PROJECT due to any reason, the OWNERS shall serve a notice of default and direct the DEVELOPER to rectify the default at his expense and commence with the usual work within a month of serving the notice. Such a notice shall be served at the registered office of the Company and also at the addresses of the persons representing the DEVELOPER. In case the default is not cured the OWNERS may forfeit the advance and instalments already paid for. However in such a case the DEVELOPER shall be given an opportunity of hearing before the forfeiture is made.

ARTICLE - XXI

APARTMENT OWNERS ASSOCIATION

The DEVELOPER shall facilitate formation of the Apartment Owners Association and register the same according to the law for the time being in force and transfer the power of maintenance of

Contd. next page



Index : 27

the common property and for general administration of the housing complex as well as all overall maintenance, repair and renewals of the Complex including the common properties with gardens, lighting, and common way and also take necessary steps for the safety and security of the Apartment Complex.

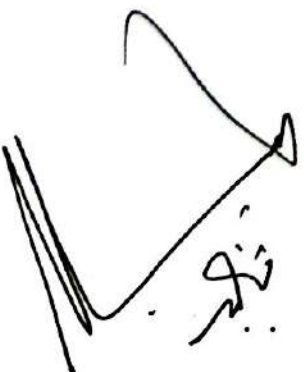
The DEVELOPER may also assist the Association for registering the Association under Society Registration Act or under the Cooperative Act. The Association shall follow strictly the Bye-Laws prescribed by the Government of West Bengal, if any, from time to time. It will also have its Memorandum of Association and Rules.

ARTICLE - XXII

ARBITRATION

Any dispute and differences arising out of this agreement or in relation hereto, both the parties will try first among themselves to solve that dispute or problem with friendly manner. If it will not possible by them the same shall be referred to arbitration of two-arbitrators be deemed to be referred within the meaning of the Arbitration Act, 1996 or any statutory modifications there under in force and the parties here in further agreed that all dispute will come under the jurisdiction of Burdwan Court.

Contd. next page



Index : 28

ARTICLE - XXIII

NOMINATION

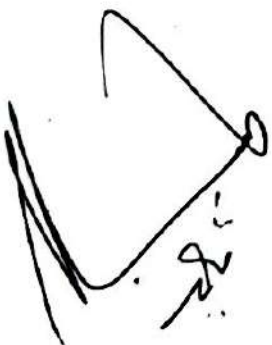
OWNERS do hereby constitute and nominate the DEVELOPER for the following Acts and Deeds and things and represent them :

To supervise manage and control all sorts of administration in respect of the property describe in Schedule below to handle all sorts of official matters letters and correspondence arising in course of or in relation and connection to the matters concerned which the nominee shall deem fit & proper to protect the interest of the OWNERS that they have in the said property and not allow any unauthorized person in the premises;

To appear before the Burdwan Municipality and/or any other competent authority and to do all acts deeds things in relation to the completion of building construction and to sign on giving acknowledgement receipt on behalf of the OWNERS;

To prepare building plan, design work and to put signature on my lawful attorneys in the building plan drawings and other allied necessary papers and apply for the sanction of building plan and deposit all fees to the concerned authority in my name and on my behalf in connection with the building plan or necessary modification of the building plan and regularize the modifications or changes and sign in the modified plan all papers, documents,

Contd. next page



Index : 29

affidavits, declaration & register boundary declaration, splayed corner and strip of land relating thereto and receive the same from the said Municipality and/or any other competent authority against acknowledgement receipt on behalf the OWNERS;

To appear for and on my behalf in office of the West Bengal Electric supply , Burdwan Municipality or any local or any statutory authority and all Govt. offices and Police Station and to apply for and obtain necessary sanction, permit, license , supply service and to apply for and obtain permanent connection of water, electricity, drainage and sewerage to the said premises;

To negotiate and enter into agreements and / or contract for sale , transfer of different floors and part of building together with undivided proportionate share of land right in common benefit and receive sale consideration from the intending purchasers and deliver possession thereof and execute and present for registration and sign and transfer through registered deed on my behalf and any sale agreements, deeds of conveyance in respect of the floors of the building or flat as per sanctioned plan in the premises referred in the schedule below;

To sign, execute and verify and file all plaints, suits, written statements, written objection, pleadings, application, complaints, memorandum of appeal, cross objection reply affidavit and sign all other papers to be filed before civil court, criminal court,



Contd. next page

Index : 30

administrative authorities Tribunal High Court and Arbitration and to accept all service of summons and other process and to appoint Lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on my behalf. And I do hereby ratify, agree and undertake to ratify and confirm all acts deeds my attorney shall lawful do, execute and perform or caused to be done executed or performed by virtue of the Power of Attorney;

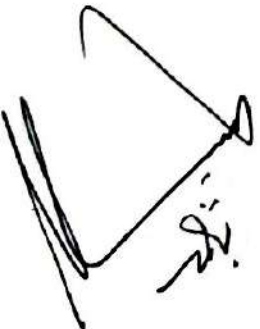
To raise finance from any Nationalized Bank or from any Banking or Non-banking Financial Institution by mortgaging the project land mentioned earlier in this deed of agreement to develop the premises; and

To appear before B.L&L.R.O. Burdwan, S.D.L. & L.R.O. and D.L.R.O. for Mutation, Conversion, Record of Rights and all acts and things relating to the above scheduled land.

AND WHEREAS attorney or Agents of the OWNERS in relation to the matters aforesaid and all other matters in which the affairs properties, concerned or on behalf of the OWNERS to execute and to do all respect as the OWNERS would do themselves if they remain personally present.

AND Owners, do hereby ratify, confirm and agree to confirm all and whatsoever said attorney shall do or cause to do by virtue of the General Power of Attorney conferred on them by me in view of this Agreement.

Contd. next page



Index : 31

SCHEDULE ABOVE REFERRED TO

District - Burdwan now Purba Bardhaman within P.S. - Burdwan, under Burdwan Municipality Ward No. 12, Mahalla - Santipara, Mouza - Balidanga, J.L. No. 35, R.S. Plot No. 1342 (Part), 1343, 1345 & 1346 (Part), L.R. Plot No. 3158 (Part), 3159, 3161 & 3162 (Part) Class of Land - Bastu under L.R. Khatian No. 9231, 9232, 9233, 9409 & 9410, R.S. Khatian No. 744, 926, 1244 & 2265, measuring more or less 47 Kathah of land out of which for the residential and homestead of **EIGHT** katahs is kept aside in the South-West Corner and not transferred to the Developer for Development and **FOUR** katahs of land in the North-East side has been meant for the temple site and the balance of **THIRTY FIVE** (35) katah as follows : R.S. Plot No. 1342 (Part), 1343, 1345 & 1346 (Part), L.R. Plot No. 3158 (Part), 3159, 3161 & 3162 (Part), Measuring three (03) Katha ten (10) Katha, Seven (07) Katha and Fifteen (15) Katha respectively i.e. 35 Katha in total. ✓

With the boundary as the Area butted and bounded by :

On the North Side : Residential house of Swapan Das
On the South Side : Residential house of Sudhir Das
On the East Side : Residential house of Amal Das
On the West Side : 18 ft. Municipal Road ✓

The above defined & demarcated **thirty five katahs** of land is shown in the drawn to scale map with the red-border shall be the area of the land have in possession by the owner and handed

Contd. next page



Index : 32

over to the Developers for the purpose of development and construction of the project.

IN WITNESSETH WHEREOF the parties hereto set and subscribed their hands and signature on the day, month and year first above written.

SIGNED, SEALED & DELIVERED in presence of :

WITNESS :

1. Abhijit Pal.
s/o - Basanta K. Pal.
Bishti Kuri, Paba Bandhaman
2. Pans Dutt
s/o - Dutt
Koban Saha
3. Burman

Copy: PAN numbers in Page 1 and 2 are struck off and written in Pen.

Drafted by me & typed in my office :-

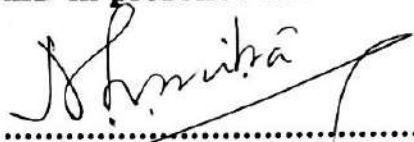
(Shovan Kumar)

Advocate

Burdwan District Judges' Court, Burdwan
Enrolment No. : WB/432/93.

Computerised typed by :-

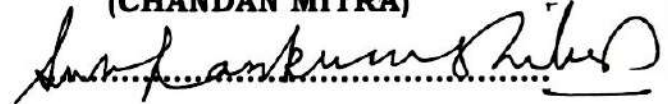
(Sri Sandip Roy)
Sri Sandip Roy
Advocate
Enrolment No. : WB/432/93

1. 
.....

(NRIPENDRALAL MITRA)

2. 
.....

(CHANDAN MITRA)

3. 
.....

(SWAPAN KUMAR MITRA)

4. 
.....

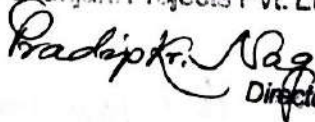
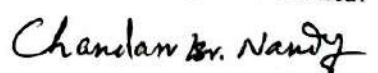
(TILAK KUMAR MITRA)

5. 
.....

(DILIP KUMAR MITRA)

Signature of the Owners

For Srijani Projects Pvt. Ltd. For Srijani Projects Pvt. Ltd.


Director. 
Director

Signature of the Developer



Government of West Bengal
Directorate of Registration & Stamp Revenue
FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	0203000047/2020	Date of Application	27/01/2020
Query No / Year	02030000131817/2020		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr SHOVAN KUMAR		
Stampduty Payable	Rs.75,010/-		
Registration Fees Payable	Rs.14/-		
Applicant Name of the Visit Commission	Mr Shovan Kumar		
Applicant Address	burdwan		
Place of Commission	APARTMENT 203 RANJIT APARMENT KALYANPUR, P.O:- KALYANPUR, P.S:- Asansol, District-Burdwan, West Bengal, India, PIN - 713301		
Expected Date and Time of Commission	27/01/2020 6:45 PM		
Fee Details	J1: 250/-, J2: 300/-, PTA-J(2): 0/-, Total Fees Paid: 550/-		
Remarks			







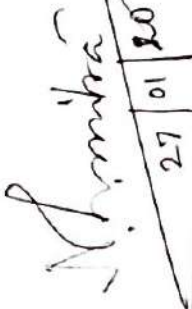



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

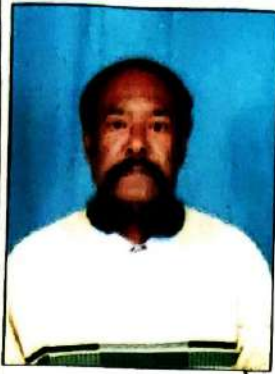


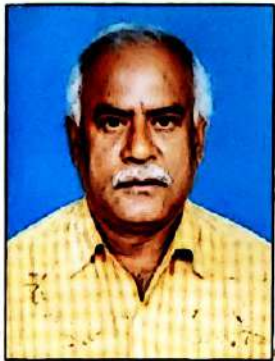




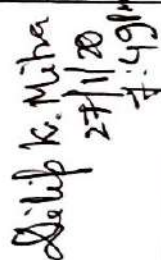
OFFICE OF THE A.D.S.R. BURDWAN, District Name :Burdwan

Signature / LTI Sheet of Query No/Year 02030000131817/2020

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr NRIPENDRALAL MITRA APARTMENT 512 SKYLINE CITY CHANDRA, Block/Sector: III, P.O:- BANGALORE, P.S:- BROWNING HOSPITAL, District:-Bangalore, Karnataka, India, PIN - 560007	Land Lord			 27/01/20 7:40 p.m.
2	Mr CHANDAN MITRA APARTMENT 203 RANJIT APARMENT KALYANPUR, P.O:- KALYANPUR, P.S:- Asansol, District:- Burdwan, West Bengal, India, PIN - 713301	Land Lord			











I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr SWAPAN KUMAR MITRA 5 NO SAKTIPARA BARANILPUR, Block/Sector: III, P.O:- SRIPALLY, P.S:- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713103	Land Lord			 Swapan K. Mitra 27/01/20 7:10 PM
4	Mr TILAK KUMAR MITRA 5 NO SAKTIPARA BARANILPUR, P.O:- SRIPALLY, P.S:- Burdwan, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713103	Land Lord			 Tilak Kumar Mitra 27/01/20 7:15 PM
5	Mr DILIP KUMAR MITRA INDUS, P.O:- KHARGAPUR, P.S:- Kharagpur, District:- Paschim Midnapore, West Bengal, India, PIN - 721301	Land Lord			 Dilip K. Mitra 27/1/20 7:16 PM

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6	Mr PRADIP KUMAR NAG CHOTONILPUR, P.O:- SRIPALLY, P.S:- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713103	Represent ative of Developer [SRIJANI PROJECT S PVT LTD]			Pradip K. Nag 27/01/2020 7.52 pm
7	Mr CHANDAN KUMAR NANDY SIJNA, P.O:- JIKRA, P.S:- Jamalpur, District:-Burdwan, West Bengal, India, PIN - 713146	Represent ative of Developer [SRIJANI PROJECT S PVT LTD]			Chandan K. Nandy 27/1/20 7.54 P.M.
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr ABHIJIT PAL Son of Mr BASANTA PAL BIRITUKRI, P.O:- LAKURDI, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713102	Mr NRIPENDRALAL MIT CHANDAN MITRA, Mr SY KUMAR MITRA, Mr TILA KUMAR MITRA, Mr DILIP KUMAR MITRA, Mr PRA KUMAR NAG, Mr CHAND KUMAR NANDY			Abhijit Pal. 27/01/2020 7.55 P.M.











(Kaushik Bhattacharya)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BURDWAN
Burdwan, West Bengal

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



John




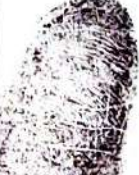





SIGNATURE *John*

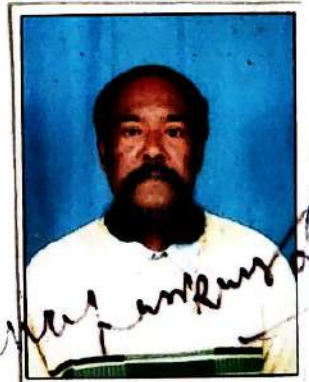
Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Chen











SIGNATURE *Chen*

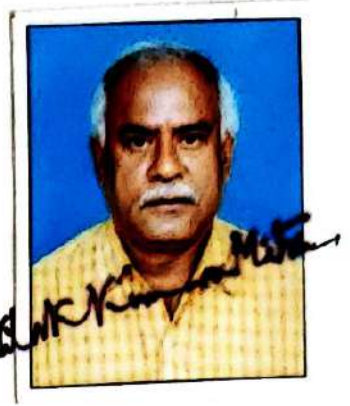
Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					













Sam

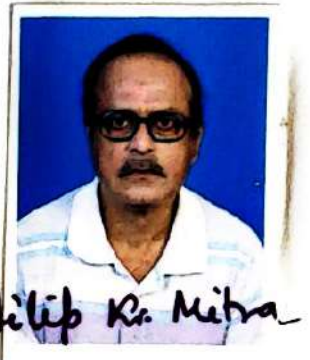
SIGNATURE *Sam*

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					













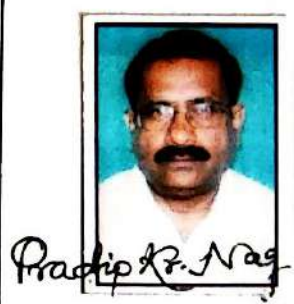
SIGNATURE *Jitendra Kumar Mitra*

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					








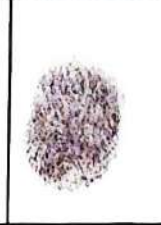

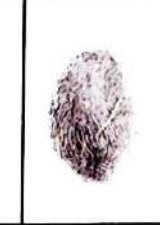


SIGNATURE *Dilip K. Mitra*

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					





SIGNATURE *Pradip K. Nag*

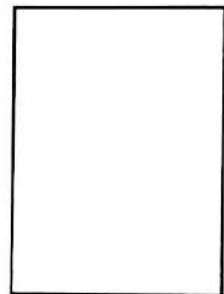
Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Chandan B. Nandy

SIGNATURE Chandan B. Nandy

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



SIGNATURE

LAND FOR DEVELOPMENT

- NAME OF APPLICANTS: (1) MR. NRIPENDRALAL MITRA S/O LATE MANINDRALAL MITRA, RESIDING AT APARTMENT 512, BLOCK III SKYLINE CITY, CHANDRA LAYOUT, N.L. BARBHAVI FIRST STAGE, BANGALORE 560072, KARNATAKA.
- (2) MR. CHANDAN MITRA, S/O LATE MANINDRALAL MITRA, RESIDING AT APARTMENT 203, RANJIT APARTMENT, KALYANPUR, ASANSOL, WEST BARDHAMAN, WEST BENGAL
- (3) MR. SWAPAN KUMAR MITRA S/O LATE RATENDRALAL MITRA
- (4) MR. TILAK KUMAR MITRA S/O LATE RATENDRALAL MITRA, BOTH RESIDING AT 5, SAKTIPARA, BARONILPUR, PURBA BARDHAMAN, PIN-713103 WEST BENGAL
- (5) DILIP KUMAR MITRA S/O LATE JITENDRALAL MITRA, RESIDING AT INDUS KHARAGPUR, WEST MIDNAPPORE, WEST BENGAL

ALL ARE COLLECTIVELY CALLED OWNERS OF LAND WHICH IS SHOWN IN RED BOUNDARY IN THIS SKETCH MAP. IN MOUZA - BALDANGA-JE-MU-35. PLOT NO - RS = 1342 (PART), 1343, 1345, & 1346 (PART), LR PLOT NO - 3158 (PART), 3159, 3161 & 3162 (PART), KHATAN NO - LR: 744, 926, 1244, 2265, 9231, 9232, 9233, 9409 & 9410.

- TOTAL AREA OF LAND IN RED BOUNDARY = 35.16 KATHA (MORE OR LESS)
- LAND PLOT NO - 1342 = 3 KATHA (MORE OR LESS)
- LAND PLOT NO - 1343 = 10 KATHA (MORE OR LESS)
- LAND PLOT NO - 1345 = 7 KATHA (MORE OR LESS)
- LAND PLOT NO - 1346 = 15 KATHA (MORE OR LESS)



SCALE = 80" = 1 MILE

N. Mitra

Chandankumar

Dilip Kumar Mitra

Dilip Kumar Mitra

SIGNATURE OF PLOT OWNER

SARAT CHANDRA GARAI
B. Com (Surveyor)
Reg No: - 330038
Goda, Shibola, Purba Bardhaman

Garai
DRAWN BY