

3548

PR 3626/22



पश्चिम बंगाल WEST BENGAL

G 808983

G 808983

certified that the Document
is Authenticated Registration the
Signatures Sheet and the End-
signments Attached with this
Documents are the Part of the
Document.

A.D.S.R. Durgapur
Bardhaman

05 APR 2022

DEVELOPMENT AGREEMENT

DISTRICT : Paschim Bardhaman

MOUZA : Faridpur

P.S. : Durgapur

AREA OF LAND : 2 Katha 13 Chattak or 4 Decimal

SI No.....4475 Date 31/03/22 Builders

Sold to.....S. N. L. Builders

Address.....D.A.R-13

Value of Stamp.....5000/-

Date of Purchase of the Stamp 17 MAR 2022

Paper from Treasury.....

Name of the Treasury from where

Purchase:-Durgapur

Ram Prasad Banerjee

Stamp Vender

A.D.S.R. Office, Durgapur-16

Licence No-1/93



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 5th DAY OF April,
2022

BETWEEN

1. **SRI SANJEET KUMAR BIND** [PAN NO.: BKYPB9585J] [Adhaar No.: 9607 4717 5026] S/o Sri. Mahadeb Bind, by faith Hindu, Nationality Indian, Resident of 22/3, Sarada Pally, Benachity, Durgapur, District: Paschim Bardhaman, West Bengal, Pin: 713213
2. **SMT SUNITA PASHI** [PAN NO.: GSFP8232J] [Adhaar No.: 2080 6944 9324] D/o Sri. Mahadev Pashi, W/o Sri. Bijay Pashi, by faith Hindu, Nationality Indian, Resident of B.L. Hati Road, District: Burdwan-1 West Bengal, Pin: 713101
3. **SMT ANITA BAGDI** [PAN NO.: DSUPB2791E] [Adhaar No.: 2222 2130 6521] D/o Sri. Mahadev Bagdi, W/o Sri. Lakhsmsn Bagdi, by faith Hindu, Nationality Indian, Resident of Faridpur, Durgapur, District: Paschim Bardhaman, West Bengal, Pin: 713213
4. **SRI RANJIT KUMAR BIND** [PAN NO.: FWRPB2148L] [Adhaar No.: 2159 8836 2789] S/o Sri. Mahadeb Bind, by faith Hindu, Nationality Indian, Resident of 22/3, Sarada Pally, Benachity, Durgapur, District: Paschim Bardhaman, West Bengal, Pin: 713213 hereinafter refereed to and called "**LAND OWNER/ Owner** " (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, representatives, executors, administrators, successors and assigns) of the **FIRST PART**

AND


SNL BUILDERS A Partnership Firm having its office at A2/13 Netaji colony, P.O: Benachity, P.S: Durgapur, Dist.: Paschim Bardhaman, West Bengal, Pin-713213.

Represented its Partner SRI LOKESH KUMAR MAJUMDAR S/O Lt. ANIL KUMAR MAJUMDAR [PAN NO: ASFPM3890H] by faith Hindu, by occupation Business, resident of 16/2 Sarda pally, 54 feet road, Durgapur-713213, Dist- Burdwan, P.S- Durgapur, P.O- Benachity, West Bengal **2. SRI SWAPAN KUMAR DAS S/o Surendra Nath Das [ACQPD6876K]** by faith Hindu, by occupation Business resident of A2/13 Netaji Nagar Colony, Benachity, Durgapur, Dist- Burdwan, P.O- Benachity, P.S- Durgapur, Pin-713213 **3. SRI NARESH SIKDAR S/o Priyalal Sikdar** [PAN NO: BOHPS8146B] by faith Hindu, by occupation Business resident of B/3/58 Netaji Colony (B Block), Durgapur, P.S-Durgapur, P.O-Benachity, Dist-Burdwan, West Bengal Collectively known as the "**DEVELOPER**" (which terms or expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-office, legal representatives, administrators, executors and assigns) of the **SECOND PART**

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

Subject Matter of Agreement

1. Development and Construction of Building. or scheduled Property:



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

Terms and conditions agreed between the Land Owner and the Developer /Contractor with regard to development and construction of a multistoried Building at the scheduled premises in R.S. plot No. 705 L.R. Plot No. 409 land measuring area 2 Katha or 13 Chattak 4 decimal; Classification: "Bastu" situated within District: Paschim Bardhaman under Asansol Durgapur Development Authority, Municipal Corporation, Police Station- Durgapur, Sub-Registration office Durgapur, Mouza: Faridpur , (Scheduled / Said-Property).

2. Representations, Warranties and Background

2.1. Owner's Representations:

The Owner has represented and warranted to the Developer as follows:

- a) **Ownership of Said Property:** This property originally belonged to Smt. Pragati nandi W/o Prasant Kumar nandi , Sri Sudip nandi S/o Prasant Kumar Nandi who were acquired by dint of registered deed of sale vide No:- 1654 for the year 1986 executed at ADSR office at Durgapur , during the ownership and possession they sold the said property to Smt. Fulmati Devi W/o Sri Mahadeo Prasad @Bind by dint of registered deed of sale vide No:- 1-2742 for the year 2001 duly executed at ADSR office at Durgapur.

That during the ownership and possession said Fulmati Devi died intestate leaving behind land owners as a legal heirs who are inherited the same as per the law of succession law and the Land owner got the right, title, interest, occupation and possession over the scheduled property after such inheritance became effective. The owner paid the govt. taxes and recorded his name in the LR ROR and he became absolute owner of the scheduled property

- b) **Rights of Owner:** The Owner seized and possessed of and well and sufficiently entitled to the Said Property. Save as mentioned herein, no person other than the Owner has any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Property or any part thereof and there are no outstanding claims or demands between the Owner and any third party and thus the entirety of the Said Property is free from all encumbrances, liens, mortgages, charges, Lis pendens, trusts, debtors, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments whatsoever or howsoever in nature.

- c) **No Express or implied Mortgage:** Neither the title deeds nor any other documents in respect of the Said Property or any part thereof have been deposited in favor of any party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise.

- d) **No Previous Agreement:** The Owner has not dealt with the Said Property in any manner, nor created any right, title or interest therein in favor of any third party in any manner whatsoever or howsoever and has not entered into, been party to any agreement of any nature whatsoever, including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Property.

- e) **No Disputes Relating to Statutory Outgoings:** The Said Property is free from any land charge and all statutory outgoings in respect thereof including land revenue, have been paid in full by the Owner till the date of this Agreement.



**Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman**

05 APR 2022

f) **No Covenants and Restrictions:** The Said Property is not subject to any covenants, restrictions, stipulations, easements, rights of pre-emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.

g) **Easements Unrestricted:** No right or easement appurtenant to or benefiting the Said Property is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Property.

h) **No Boundary Dispute:** The entirety of the Said Property is butted and bounded and there is no manner of boundary dispute in respect thereof

i) **No Legal Proceeding: (1)** There is no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Property or the Owner which may, in any manner prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction stated hereunder nor is there any threat of any such proceedings. **(2)** There are no unfulfilled or unsatisfied judgment, attachments, Court orders, debts, notice in respect of the Said Property or the Owner **(3)** There is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Property and **(4)** There is no suit, action, litigation, investigation, claim, Complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Property or the Owner and the Owner is not engaged, whether as plaintiff, or defendant or otherwise, in any litigation, criminal or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or agency and no litigation, criminal or arbitration proceedings are pending by or against the Owner and there are no facts which are likely to give rise to the same or to proceedings in respect of which the owner would be liable to indemnify any person concerned.

j) **Status of Possession:** Save as mentioned herein, the Said Property is and shall continue to be in the khas, vacant, peaceful, physical and absolute possession of the Owner and no third party or parties have or had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Property, by way of adverse possession or otherwise.

k) **Owner has Marketable Title:** The Owner has good, free, clear, marketable, bankable and transferrable right title and interest in the Said Property, free from all encumbrances of any and every nature whatsoever save as mentioned herein. The Owner shall at his own cost and responsibility keep his title in the Said Property good, free, clear, marketable, bankable and transferrable, till the completion of the Project (defined in Clause 5.3 below).

2.2. Developer's Representations:

The Developer has represented and warranted to the Owner as follows





Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

- a) **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of civil construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer has the necessary financial capacity to carry out the entire process of development/ construction and at no point of time shall take plea that the Project cannot be carried out due to lack of financial capacity.
- b) **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate authorizations to that effect exist.
- c) **Decision to Develop / construct:** The Owner decided to have the Said Property developed into multistoried building and pursuant thereto discussions were held with the Developer for taking up the development and construction of multistoried building at the Said Property by constructing a cluster of ready-to-use residential cum commercial buildings of mutually decided height with car parking spaces, specified areas, amenities and facilities to be enjoyed in common areas and land (collectively Said Complex) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (such development and construction of multistoried building collectively Project) by selling the flats/commercial spaces/parking spaces and amenities in the Said Complex (Units) to prospective buyers.
- d) **Finalization of Terms Based on Reliance of Representations:** Pursuant to the above and relying on the representations made by the Parties to each other, final terms and conditions for the Project are being recorded by this Agreement.

3. Basic Understanding

- a) **Development of Said Property by Construction of multistoried residential building of Said Complex:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the Said Complex on principal to principal basis, with (1) specified inputs and responsibility sharing by the Parties as mentioned herein and (2) exchange with each other of their specified inputs as mentioned herein (3) Merge adjoining land with the said property for development purpose without prejudice the rights of Land owners.
- b) **Building Plans:** The Said Complex shall be constructed in accordance with architectural plans (Building Plans) which will be prepared by the Developer by such Architect as be decided by the Developer and after approval of the Building Plans by the Owner, the Developer shall submit the same to Durgapur Municipal Corporation and other statutory authorities concerned with sanction (collectively Planning Authorities) and obtain sanction/permission, in the manner mentioned in this Agreement.
- c) **Costs of Development/ construction etc.:** The Developers shall bear and pay all costs and expenses of and relating to construction of the Said Complex and shall have absolute right and full authority to appoint sub-contractors, agents, sub-agents etc.

4. Appointment and Commencement

- a) **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them and the conditions precedent as recorded in Clause 3 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the Developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owner.



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

- b) **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this agreement shall remain valid and in force all till all obligations of the Parties towards each other stand fulfilled and performed.

5. Sanction and Construction:

- a) **Sanction of Building Plans:** Building Plan will sanctioned by Durgapur Municipal Corporation.
- b) **Architect and Consultants:** The Developer shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the Project including professional fees and supervision charges and the Owner shall have no liability or responsibility thereof.
- c) **Construction of Said Complex:** The Developer shall commence the construction work of the Said Complex after receiving all necessary approvals for commencement of construction. The Developer shall, at its own costs and expenses, construct, erect and complete the Said Complex in accordance¹ with the sanctioned Building Plans. Such construction shall be as per specifications described in the First Schedule below, common to all Units of the Said Complex (Specifications).
- d) **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete Said Complex within Four years (48 months) from date of approved building plan by concerned authority with a grace period of 6 (six) months, subject to Force Majeure as defined in Clause 21 below (Completion Time). In this regard it is clarified that the Completion Time shall mean, receipt of the Completion Certificate. If the project is not completed within 54 months then the landowners shall be entitled to get Rs.500/- (Rupees Five hundred) only per month as damarage for delayed period.
- e) **Common Portions:** The Developer shall at its own costs, install and erect in the Said Complex the common areas, amenities and facilities such as stairways, solar energy panels(if possible) firefighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, overhead water tank, water pump and motor, drainage connection, sewerage connection, soak pit (water recycling plant if possible) and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex etc. For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by West Bengal State Electricity Board and/or other agencies. It is clarified that the expression Transferees includes the Owner and the Developer/ contractor, to the extent of unsold Units comprised in the Owner's Allocation and the Developer's/ contractor's Allocation. It is further clarified that the Developer alone shall be entitled to receive and appropriate from all the Transferees (including Transferees of the Owner's Allocation) charges for electric equipment and cabling (i) charges for generator, water connection and other amenities and facilities and (ii) charges for maintenance.
- f) **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer/ contractor, temporary Connections of Water. Electricity drainage and sewerage.



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

- g) **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer, without discussion with, and approval of, Owner.
- h) **Name of Said Complex:** The Said Complex shall be named "**Swapna Madhuri Phase-II**" and such name shall not be changed under any circumstances.
- i) **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the Project and/or may affect the mutual interest of the Parties. The Owner shall provide all cooperation that may be necessary for successful completion of the Project

6. Possession and Title Deeds:

- a) **Possession of Said Property:** For the purpose of carrying out the development in terms of this Agreement, the Owner has already inducted the Developers a licensee in respect of scheduled / said property.
- b) **Deposit of Title Deeds:** The Developer shall be entitled to take delivery of the original deed of said land an record from the Owner for production thereof before authorities, banks etc. and subject to the provisions of Clause 9(a) below, will have to return the same to the Owners. The said original record will not be mortgaged by the Developer in favor of any banks and/or financial institutions and/or any other persons, save and except as required for the purposes of this "**Swapna Madhuri Phase-III**" Project, in the manner mentioned in Clause 10 below. On completion of the Project, the Contractor / or Owner (as the case may be) shall handover the original title record and all link deeds to the Association of Transferees of Units.

7. Powers and Authorities

- a) **Development Power of Attorney:** The Owner shall grant to the Developer and/or its nominees a Development Power of Attorney relating to the Said Property for the purposes of (i) getting the Building Plans sanctioned/revalidated/modified/altered by the Planning Authorities in terms of this Agreement (ii) construction of the Said Complex in terms of this Agreement.(iii) getting/availing water connection/ electricity connection & other necessary arrangement for completion of the project as per terms of Agreement. (iv) bookings and entering into agreements for sale of the Units comprised in the Developer's Allocation and Development Power of Attorney shall be executed by the Owner within one month from this Development Agreement.
- b) **Further Acts:** Notwithstanding grant of the Development Power of Attorney, the Owner hereby undertakes that he shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this Agreement.

8. Owner's / Developer's Consideration

- a) **Owner's Allocation:** Shall mean 2 (Two) Nos. of 2 BHK flat , one parking and Rs.30,00,000.00 (Rupees thirty lakh only) in proposed building namely "**Swapna Madhuri Phase-III**" as per sanctioned plan which is particularly mentioned and described in the Second Schedule.
- b) **Developer's Allocation:** Entire building save and except the area mentioned in Landowners Allocation. Any unsold unit/s shall be retained by the owner or developer, as per allocation outlined above, and dealt with at their discretion respectively.



Adl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

9. Financials

- a) **Project Finance:** The Developer may arrange for financing of the Project (Project Finance) by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of the Developer's Allocation and construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation. There will be clear understanding that no corporate or personal guarantee of the Owner is being given and the Banker shall have no right of recovery against the Owner and the Owner's Allocation. For this purpose, the Owner shall execute necessary documents through its delegated authority as contained in the General Power Of Attorney and if required by the Banker, the Owner shall join as consenting party to create a charge in favor of Banker for availing such Project Finance-pertaining, though, only to the extent of the Developer's Allocation.

10. Possession to Transferees:

If at the end of the Project, there are any unsold Units in the Owner's Allocation, then the Developer shall handover the same to the Owner, complete in all respect after receiving payment for generator, water connection and other amenities and facilities. In this regard it is clarified that upon completion of the Project, the Developer shall give 15 (fifteen) days' notice to the Owner for taking possession and thereafter the Developer will be free to deliver possession and register conveyances of the Developer's Allocation, irrespective of possession being taken by the Owner.

11. Municipal Taxes and Outgoings

- a) **Relating to Period Prior to Agreement:** All municipal taxes, land revenue and outgoings (collectively Rates) on the Said Property relating to the period till the date of this Agreement shall be borne, paid and discharged by the Owner. It is made specifically clear that all Rates outstanding upto such date shall remain the liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by any statutory authority.
- b) **Relating to Period After Agreement:** All Rates on the Said Property relating to the period after the date of this Agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all Rates outstanding after such date shall remain the liability of the Developer and such dues shall be borne and paid by the Developer, till the Project is completed.
- c) **Relating to Period After Completion of Project:** After completion of the Project, the Parties shall bear and pay the Rates applicable to the unsold portions of their respective allocations while the 'Transferees shall pay the Rates applicable to their respective Units.

12. Post Completion Maintenance

- a) **Maintenance:** The Developer shall frame a scheme for the management and administration of the Said Complex and/or Common Portions thereof.
- b) **Maintenance Charge:** As and from the date of possession of various phases of the Said Complex is delivered (Possession Date), the concerned Transferees and the Owner and the Developer (in respect of unsold Units allocated to them) shall become responsible for payment of all charges and taxes thereon for maintenance and upkeep of the Common Portions and facilities in the Said Complex (Maintenance Charge). The



0

Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

Maintenance Charge shall be fixed by the Developer and till such maintenance job is handed over to a Society/Association and/or any other organization, the Developer shall collect the Maintenance Charge.

13. Common Restrictions

- a) **Applicable to Both:** The Owner's Allocation and the Developer's Allocation in the Said Complex shall be subject to the same restrictions as are applicable to Ownership/ commercial buildings as may be pertinent for respective portions intended for common benefit of all occupiers of the Said Complex.

14. Obligations of Developer

- a) **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within 4 (Four) years from the date of approval of building plan approved by concerned authority, unless extended in writing by the landowner.
- b) **Meaning of Completion:** The word 'completion' and its grammatical variants shall mean habitable and tenatable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation **COMPLETION SHOULD MEAN POSSESSION AND RECEIPT OF COMPLETION CERTIFICATE** wherein all construction will have to be completed as per details of the sanctioned plan.
- c) **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance.
- d) **Construction at Developer's Risk and Cost:** The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Building Plans and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and to the third parties and the public in general and shall alone be liable for any loss, damager compensation or for any claim arising from or relating to such construction and shall indemnify the Owner fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/representatives thereof

Signature

15. Obligations of Owner

- a) **Co-operation with Developer:** The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property

16. Marketing of Owner's Allocation: The Owner shall be responsible for marketing of the Owner's Allocation.

17. Indemnity

- a) **By Developer:** The Developer hereby undertakes to indemnify and agrees to keep the Owner saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

defect therein and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise.

- b) **By Owner:** The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of, from and against any and all actions, suits, costs, proceedings and claims that the Developer may suffer due to any defect in title of the Owner to the Said Property and/or any encumbrance or liability whatsoever thereon.

18. Limitation of Liability

- a) **No indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

19. Miscellaneous

- a) **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

20. Termination

- a) **No Termination:** any of the Parties shall not be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered toward specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

21. Force Majeure

- a) **Meaning of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) Lock-down
- b) **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have deflated in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

22. BENEFIT OUT OF THE PROJECT FOR THE LANDOWNER:

shall mean Rs.: 30,00,000/-(Rupees thirty lakh only) which is paid at the time of execution of this agreement and two nos 2BHK flat with one parking .

23. Amendment/Modification

- a) **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

24. Arbitration

Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation construction, performance, breach or enforceability of this Agreement between the Owner and the Developer (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

a) **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

b) **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following Two Arbitrators

c) **Appointment by Owner:** 1 (one) Arbitrator to be appointed by the Owner.

d) **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.

e) **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:

i. Place: The place of arbitration shall be Durgapur.

ii. Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

iii. Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

FIRST SCHEDULE **(Said Property)**

All that piece and parcel of "Bastu" Land measuring area 2 (Two) Katha and 13 (Thirteen) Chhattak or 4 (four) Decimal, more or less situated, with 100 Sq.ft structure lying at and being Mouza: Faridpur. J.L.No.: 74, R.S. plot No.: 705 (Seven hundred and five) . L.R. Plot No.: 409 (Four hundred nine) RS Khatian No: 153, Previous LR. Khatian No.: 2331 (two thousand three hundred and thirty one) present LR Khatian NO:- 3023, 3024,3025 AND 3026 , Police station: Durgapur, Sub- Division & Sub-Registry at Durgapur District Paschim Bardhaman within Durgapur Municipal Corporation, A.D.S.R. Durgapur , entire land is butted and bounded as follows:

In the North :	Nilay Sahar Bari
In the South :	12 feet wide road
In the East :	House of Nanigopal Das
In the West :	Vacant Land of Madhu



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

SECOND SCHEDULE
(LANDOWNER ALLOCATION)

Two Nos of 2BHK flat and one parking

THIRD SCHEDULE
(Specification)

WATER SUPPLY		D.M.C.
STRUCTURE	:	RCC framed construction with infill brick walls or block wall
WALLS	:	Interior - Wall putty Exterior - Combination of weather coat
FLOORING	:	Vitrified Tiles in all bedrooms, Living-cum-Dining, In Kitchen and Balcony anti skid ceramic Tiles,
KITCHEN	:	Kitchen platform made of Granite Slab. Glazed tiles, up to. The height of two feet from the platform. Stainless steel sink
TOILET	:	Anti skid ceramic Tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 5 feet. ISI/ISO branded sanitary and CP fittings (as per supply), Concealed plumbing and pipe work.
DOORS	:	Door with tough timber frames and solid-core flush shutters, and PVC door in toilet
WINDOWS	:	Aluminum frames with fully glazed shutters and quality fittings
WIRING	:	Standard concealed wiring for electricity. Average 25(Twenty Five) Points for 2 BHK
ELECTRIC METER	:	Individual meter for each unit by individual cost.
AMENITIES	:	Adequate standby generator for inside Flats ,Common areas, services. Lift provided for every floor in the building

It is hereby declared that the full name, color passport size photograph and finger prints of each finger of both hands of Vendor/representative of Developer are attested in additional pages in this deed being no. (1) (A), (1) (B), i.e. in total numbers of pages and these will be treated as part of this deed.



✓
Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

IN WITNESS WHEREOF the parties hereto have executed these present on the day, month and year first above written.

WITNESSES:

1. Krishna Komakesh
D/O, Arase Komakesh
Benehity, Dumrao Plot
Durgapure- 713213
Paschim Bardhaman
West Bengal.

2. Bijay Prasad Gupta
S/O Shri Shobhan Prasad Gupta
Benehity, Durgapure- 713213

Drafted by me and Typed at my office & I read over & Explained in Mother Language to all Parties to this deed and all of them admit that the same has been correctly written as per their instruction


(Bijay Prasad Gupta)
(Advocate)

Calcutta High Court & Durgapur Court
WB 774/2008

SIGNED AND DELIVERED

by the OWNER / FIRST PART at
DURGAPUR in the presence of:

- 1) Sanjeet Kumar Sind
- 2) Sumita Pasha
- 3) 
- 4) Ransir K. Binda

SIGNED AND DELIVERED

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


SNL Builders

Partner

SNL Builders



Partner


SNL Builders

Partner



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

যেহুগা জি
যেহুগা জি
যেহুগা জি
যেহুগা জি

All the fingerprints of both hands, passport size Colour Photographs and signature of the executants are hereby attested accordingly, individually. (part and parcel of deed)



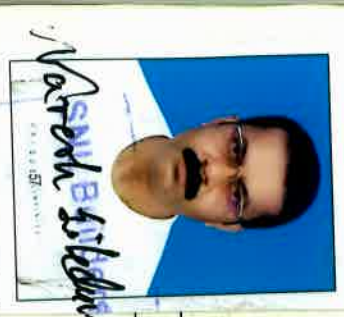
Partner

Left Hand					
	Thumb	1st Finger	Middle	Ring	Little Finger
					
Right Hand					
	Thumb	1st Finger	Middle	Ring	Little Finger
					

Signature

Signature

Partner



Partner

Left Hand					
	Thumb	1st Finger	Middle	Ring	Little Finger
					
Right Hand					
	Thumb	1st Finger	Middle	Ring	Little Finger
					

Signature

Signature



Partner

Left Hand					
	Thumb	1st Finger	Middle	Ring	Little Finger
					
Right Hand					
	Thumb	1st Finger	Middle	Ring	Little Finger
					

Signature

Signature

Partner

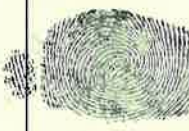


Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

All the fingerprints of both hands, passport size Color Photographs and signature of the executants are hereby attested accordingly, individually.



Left Hand		Right Hand	
	Thumb		
	1st Finger		
	Middle		
	Ring		
	Little Finger		

Signature Zayjeet Kumar Bind



Left Hand		Right Hand	
	Thumb		
	1st Finger		
	Middle		
	Ring		
	Little Finger		

Signature Sunya Pathi



Left Hand		Right Hand	
	Thumb		
	1st Finger		
	Middle		
	Ring		
	Little Finger		

Signature Anshu Pathi



Left Hand		Right Hand	
	Thumb		
	1st Finger		
	Middle		
	Ring		
	Little Finger		

Signature Bind



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

05 APR 2022

1/1/2022



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192022230001340951 Payment Mode: Online Payment
GRN Date: 04/04/2022 20:19:47 Bank/Gateway: State Bank of India
BRN : IK0BPTBDL8 BRN Date: 04/04/2022 20:04:33
Payment Status: Successful Payment Ref. No: 2000989745/2/2022

[Query Now/Query Year]

Depositor Details

Depositor's Name: Bijay Prasad Gupta
Address: Durgapur Court
Mobile: 9832157552
Depositor Status: Advocate
Query No: 2000989745
Applicant's Name: Mr Bijay Prasad Gupta
Identification No: 2000989745/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000989745/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	11
2	2000989745/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	30014
Total				30025

IN WORDS: THIRTY THOUSAND TWENTY FIVE ONLY.

Major Information of the Deed

Deed No :	I-2306-03620/2022	Date of Registration	05/04/2022
Query No / Year	2306-2000989745/2022	Office where deed is registered	
Query Date	29/03/2022 9:05:08 AM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	Bijay Prasad Gupta Durgapur Court, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, Mobile No. : 8637075393, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immoveable Property, Agreeem [No of Agreement : 1], [4311] Other than Immoveable Property, Receipt [Rs : 30,00,000/-]		
Set Forth value	Market Value		
	Rs. 24,00,304/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,011/- (Article:48(g))	Rs. 30,014/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area)		

Land Details :

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Unassessed Road (Faridpur),
Mouza: Faridpur, JI No: 74, Pin Code : 713213

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-409 (RS :-705)	LR-3023	Vastu	Vastu	1 Dec		5,83,201/-	Width of Approac Road: 12 Ft., Adjacent to Metal Road,
L2	LR-409 (RS :-705)	LR-3024	Vastu	Vastu	1 Dec		5,83,201/-	Width of Approac Road: 12 Ft., Adjacent to Metal Road,
L3	LR-409 (RS :-705)	LR-3025	Vastu	Vastu	1 Dec		5,83,201/-	Width of Approac Road: 12 Ft., Adjacent to Metal Road,
L4	LR-409 (RS :-705)	LR-3026	Vastu	Vastu	1 Dec		5,83,201/-	Width of Approac Road: 12 Ft., Adjacent to Metal Road,
		TOTAL :			4Dec	0 /-	23,32,804 /-	
		Grand Total :			4Dec	0 /-	23,32,804 /-	



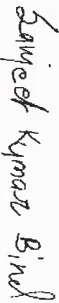
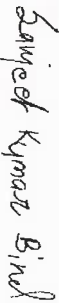
Structure Details :

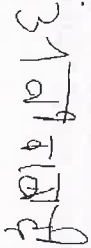
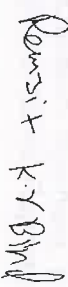
Sl No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4	100 Sq Ft.	0/-	67,500/-	Structure Type: Structure

Gf. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Pucca, Extent of Completion: Complete

Total :	100 sq ft	0/-	67,500 /-	
----------------	------------------	------------	------------------	--

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Sanjeet Kumar Bind (Presentant) Son of Mr Mahadeb Bind Executed by: Self, Date of Execution: 05/04/2022 , Admitted by: Self, Date of Admission: 05/04/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	22/3 Sarada Pally, Benachity, City:- Durgapur, P.O:- Benachity, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: bkxxxxxx5j, Aadhaar No: 96xxxxxxxx5026, Status :Individual, Executed by: Self, Date of Execution: 05/04/2022 , Admitted by: Self, Date of Admission: 05/04/2022 ,Place : Office			
	05/04/2022	05/04/2022	LTI	05/04/2022
2	Name Mrs Sunita Pashi Wife of Mr Bijay Pashi Executed by: Self, Date of Execution: 05/04/2022 , Admitted by: Self, Date of Admission: 05/04/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	B L HATTI ROAD, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713301 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: GSxxxxxx2j, Aadhaar No: 20xxxxxxxx9324, Status :Individual, Executed by: Self, Date of Execution: 05/04/2022 , Admitted by: Self, Date of Admission: 05/04/2022 ,Place : Office			
	05/04/2022	05/04/2022	LTI	05/04/2022

Name	Photo	Finger Print	Signature
Mrs Anita Bagdi Wife of Mr Lakshman Bagdi Executed by: Self, Date of Execution: 05/04/2022 , Admitted by: Self, Date of Admission: 05/04/2022 ,Place : Office			
05/04/2022	LTI 05/04/2022	05/04/2022	
FARIDPUR, City:- Durgapur, P.O:- FARIDPUR, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DSxxxxxx1E, Aadhaar No: 22xxxxxxxxx6521, Status :Individual, Executed by: Self, Date of Execution: 05/04/2022 , Admitted by: Self, Date of Admission: 05/04/2022 ,Place : Office			
Name	Photo	Finger Print	Signature
Mr Ranjit Kumar Bind Son of Mr Mahadeb Bind Executed by: Self, Date of Execution: 05/04/2022 , Admitted by: Self, Date of Admission: 05/04/2022 ,Place : Office			
05/04/2022	LTI 05/04/2022	05/04/2022	
22/3 Sarada Pally, Benachity, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: fwxxxxxx8l, Aadhaar No: 21xxxxxxxxx2789, Status :Individual, Executed by: Self, Date of Execution: 05/04/2022 , Admitted by: Self, Date of Admission: 05/04/2022 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	S N L BUILDERS A 2/13 Netaji Colony, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 , PAN No.:: ADxxxxxx9D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

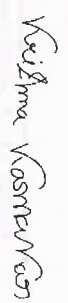
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Lokesh Kumar Majumder Son of Mr Anil Kumar Majumder Date of Execution - 05/04/2022 , Admitted by: Self, Date of Admission: 05/04/2022, Place of Admission of Execution: Office
	
	LTI 05/04/2022
	
	
	05/04/2022

16/2 Sarada Pally, Benachity, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District-Paschim Bardhaman, West Bengal, India, PIN:- 713213, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ASxxxxxx0H, Aadhaar No: 48xxxxxxxx4031 Status : Representative, Representative of : S N L BUILDERS (as Partner)

	Name	Photo	Finger Print	Signature
2	Mr Swapan Kumar Das Son of Mr Surendra Nath Das Date of Execution - 05/04/2022, Admitted by: Self, Date of Admission: 05/04/2022, Place of Admission of Execution: Office			
	Apr 5 2022 12:46PM		LTI 05/04/2022	05/04/2022
3	Mr Naresh Sikdar Son of Mr Priyalal Sikdar Date of Execution - 05/04/2022, Admitted by: Self, Date of Admission: 05/04/2022, Place of Admission of Execution: Office			
	Apr 5 2022 12:48PM		LTI 05/04/2022	05/04/2022
	B/3/58 Netaji Colony B Block, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District-Paschim Bardhaman, West Bengal, India, PIN:- 713213, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BOXxxxxx6B, Aadhaar No: 50xxxxxxxx2993 Status : Representative, Representative of : S N L BUILDERS (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Krishna Karmakar Daughter of Mr Amar Karmakar Benachity, Dhunaraplot, City:- Durgapur, P.O:- Benachity, P.S:-Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713213			
	05/04/2022	05/04/2022	05/04/2022
Identifier Of Mr Sanjeet Kumar Bind, Mrs Sunita Pashi, Mrs Anita Bagdi, Mr Ranjit Kumar Bind, Mr Lokesh Kumar Majumder, Mr Swapan Kumar Das, Mr Naresh Sikdar			



Jn 05-04-2022

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 : 4
(g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)
Presented for registration at 11:02 hrs on 05-04-2022, at the Office of the A.D.S.R. DURGAPUR by Mr Sanjeet Kumar Bind , one of the Executants.

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 24,00,304/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)
Execution is admitted on 05/04/2022 by 1. Mr Sanjeet Kumar Bind, Son of Mr Mahadeb Bind, 22/3 Sarada Pally, Benachity, P.O: Benachity, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession Others, 2. Mrs Sunita Pashi, Wife of Mr Bijay Pashi, B L HATTI ROAD, ., City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713301, by caste Hindu, by Profession City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN -713213, by caste Hindu, by Profession House wife, 4. Mr Ranjit Kumar Bind, Son of Mr Mahadeb Bind, 22/3 Sarada Pally, Benachity, P.O: Durgapur, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN -713213, by caste Hindu, by Profession Others

Indetified by Krishna Karmakar, , , Daughter of Mr Amar Karmakar, Benachity, Dhunaraplot, P.O: Benachity, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession Others

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]
Execution is admitted on 05-04-2022 by Mr Lokesh Kumar Majumder, Partner, S N L BUILDERS (Partnership Firm), A 2/13 Netaji Colony, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213

Indetified by Krishna Karmakar, , , Daughter of Mr Amar Karmakar, Benachity, Dhunaraplot, P.O: Benachity, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession Others

Execution is admitted on 05-04-2022 by Mr Swapan Kumar Das, Partner, S N L BUILDERS (Partnership Firm), A 2/13 Netaji Colony, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213

Indetified by Krishna Karmakar, , , Daughter of Mr Amar Karmakar, Benachity, Dhunaraplot, P.O: Benachity, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession Others

Execution is admitted on 05-04-2022 by Mr Nareesh Sikdar, Partner, S N L BUILDERS (Partnership Firm), A 2/13 Netaji Colony, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213

Indetified by Krishna Karmakar, , , Daughter of Mr Amar Karmakar, Benachity, Dhunaraplot, P.O: Benachity, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 30,014/- (B = Rs 30,000/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 30,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/04/2022 8:22PM with Govt. Ref. No: 192022230001340951 on 04-04-2022, Amount Rs: 30,014/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BPTBDL8 on 04-04-2022, Head of Account 0030-03-104-001-16

/ment of Stamp Duty

ertified that required Stamp Duty payable for this document is Rs. 5,01 1/- and Stamp Duty paid by Stamp Rs 5,000/-
by online = Rs 1 1/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4475, Amount: Rs.5,000/-, Date of Purchase: 31/03/2022, Vendor name: RAM PRASAD BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 04/04/2022 8:22PM with Govt. Ref. No: 192022230001340951 on 04-04-2022, Amount Rs: 1 1/-, Bank: State Bank of India (SBIN0000001), Ref. No. IKOBPTBDL8 on 04-04-2022, Head of Account 0030-02-103-003-02

(Signature)

Santanu Pal

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Paschim Bardhaman, West Bengal**