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Certified that the Document
is Admitted to Registration the
Sign are Sheet and the Entry
is made in the Register and the
Documents are the Part of the
Record

Sub-Registrar
Gardonia

02 MAR 2023

DEVELOPMENT AGREEMENT

252 02/03/23
Sold to..... Maa Kali Developers
Address..... DGP-01
Value of Stamp..... 500/-
Date of Purchase of the Stamp
Paper from Treasury.....
Name of the Treasury from where
Purchase:-Durgapur.

23 FEB 2023

Ram Prasad Banerjee
Ram Prasad Banerjee
Stamp Vender
A.B.S.R. Office, Durgapur-16
Licence no-1/93



[Signature]
Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

02 MAR 2023

THIS DEVELOPMENT AGREEMENT entered into this 2nd
day of March , 2023 A.D.

BY AND BETWEEN

MR. MRITYUNJOY MUKHERJEE (PAN: AECPM0057K) (Aadhaar No. 9767 2759 0514), son of Mr. Gurunarayan Mukherjee, resident of 6/36, Jibannananda Das Path, City Centre, Durgapur, P.O.:- City Centre, P.S.:- Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713216, by faith: Hindu, by occupation: Others, Citizen of India, who is hereinafter referred to and called as the "**LAND OWNER**" (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

M/S MAA KALI DEVELOPERS (PAN: ABTFM0983G), a partnership firm within the meaning of law, having its office at Santiban Park, Sanjib Sarani, P.O.: Durgapur, P.S.: Coke-Oven, Dist.: Paschim Bardhaman (West Bengal), PIN-713201, consisting of two partners, namely, **(1) MR. SURJA SEKHAR BANERJEE** (PAN: AQWPB7272R) (Aadhaar No.: 6169 8379 5858), son of Late Sunil Banerjee, by faith Hindu, by occupation Business, by nationality Indian, resident of Santiban Park, Sanjib Sarani, P.O. Durgapur, P.S. Coke-Oven, Dist. Paschim Bardhaman (West Bengal), PIN-713201, and **(2) MR. MAHADEV CHAKRABORTY** (PAN: AHPPC7982B) (Aadhaar No.: 4936 2560 3858), son of Mr. Ajoy Chakraborty, by faith Hindu, by occupation Business, by nationality Indian, resident of Vill. Bandra, P.O. Gopalpur, Durgapur, P.S. Kanksa, Dist. Paschim Bardhaman (West Bengal), PIN-713212, represented by any of its partners, which firm is hereinafter referred to and called as the "**DEVELOPER**" (which term or expression shall, unless excluded by or repugnant to the subject or context, be

deemed to mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

WHEREAS the Land Owner herein got the land described in the First Schedule appearing hereinbelow by way of Gift Deed being No. I-835/2023, registered with the ADSR, Durgapur;

AND WHEREAS the present Land Owner is holding and owning the said land right after he got the same by the Gift Deeds, as aforesaid;

AND WHEREAS the First Party desired to develop the First Scheduled Land by construction and development of a multi-storied residential complex, with residential and other units, upto the maximum number of floors consisting of several flats and/or offices and/or parking spaces and/or other spaces as per such building plan as approved/sanctioned by the Municipal Corporation and/or other competent authority, and as the First Party is not having sufficient funds and/or resource for such construction and development work, the First Party was in search of a developer/promoter for the purpose of construction and development of the said land, and the Second Party, after having come to know of such intention of the First party, approached the First Party, and after prolonged discussion among the parties hereto, the First Party has agreed to assign and hand over the said land to the Second Party to construct and develop over the said land a multi-storied residential complex, with residential and other units, upto the maximum number of floors consisting of several flats and/or offices and/or parking spaces and/or other spaces as per such building plan as

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approved/sanctioned by the Municipal Corporation and/or other competent authority;

NOW, THIS DEVELOPMENT AGREEMENT witnesseth and it is hereby agreed by and between the parties as follows:

1. DEFINITIONS: In this Agreement, the following terms/expressions, unless the context otherwise requires, shall have the following respective meanings:—

(a) ARCHITECT(S): "Architect(s)" shall mean such Architect(s)/Structural Engineer(s) as the Developer may from time to time appoint/engage as Architect(s)/Structural Engineer(s) for the said development project.

(b) BUILDING: "Building" shall mean the multi-storied residential complex/building, with residential and other units, to be constructed/developed as per the approved/sanctioned building plan at the said land by consuming the maximum Floor Area Ratio (FAR) available or permissible under the rules and regulations of the Municipal Corporation and/or other competent authorities for the time being in force.

(c) COMPETENT AUTHORITY: "Competent Authority" shall mean Municipal Corporation and/or ADDA and shall include other authorities, be they under the State Govt./Central Govt. or they the public bodies, which may recommend, comment upon, approve, sanction, modify and/or revise the building plan.

S. Sen Gupta
Adv

(d) **DEVELOPER'S ALLOCATION:** "Developer's Allocation" shall mean the entire multi-storied residential complex/building, with residential and other units, except the Land Owner's Area/Allocation, together with the undivided, impartible and proportionate ownership and interest in the common areas, portions and facilities in the said project and in the said land.

(e) **DEVELOPER/SECOND PARTY:** "Developer"/"Second Party" shall mean the person/entity which is named and detailed as the Second Party hereinabove.

(f) **FORCE MAJEURE:** "Force majeure" shall include—

- (i) any accident, mishap, natural calamity/disaster, act of God, earthquake, draught, flood, tidal waves, storm, tempest, fire, war, air raid, riot, civil commotion, civil war, strike, lockout, political instability/disturbance, epidemic, pandemic, lockdown, or shortage of labourers or other staff,
- (ii) any prohibitory order or restriction imposed by any Municipal Corporation/Local Body or any Govt./semi-Govt./public authority or body or any Court/Tribunal/quasi-judicial authority or body,
- (iii) publication of any new law and/or change in any law adversely affecting the project or any part or portion thereof, and
- (iv) any circumstance beyond the control of the Developer.

(g) **LAND:** "Land" shall mean the land mentioned in the First Schedule appearing hereunder, which has been

S. Sen Gupta
Adv

assigned and handed over by the Land Owner/First Party to the Second Party, for its development into a multi-storied residential complex, with residential and other units.

(h) LAND OWNER'S ALLOCATION/ENTITLEMENT:

Subject to the other provisions of this Agreement, "Land Owner's Allocation/Entitlement" shall mean—

(i) 40% of the Constructed Area, out of the Total Constructed Area developed/constructed by the Developer, PROVIDED THAT—

(A) the "Total Constructed Area" shall mean such Constructed Area as is relatable to the area of land owned by the Land Owner herein, and

(B) the "Total Constructed Area" shall be calculated without taking into account the extra floor(s) (if approved/sanctioned by the Municipal Corporation and/or other competent authorities for the time being in force), and

(ii) 40% of the Constructed Area of the extra floor(s) (if approved/sanctioned by the Municipal Corporation and/or other competent authorities for the time being in force), subject to payment of 40% share of all expenses (including miscellaneous, administrative and facilitating expenses) for such approval/sanction,

towards the consideration receivable by the Land Owner in lieu of appointing the Second Party as the developer for the said land and the Land Owner agreeing to allow

the Second Party to appropriate the sale/transfer proceeds of the spaces/portions/areas/ units of the Developer's Allocation in the said multi-storied residential building.

The Land Owner shall own, hold, possess, use and enjoy the Land Owner's Allocation together with the undivided, impartible and proportionate ownership and interest in the common areas, portions and facilities in the said project and in the said land.

As a security to due discharge of the Developer's obligation of handing over of the said "Land Owner's Allocation/Entitlement" to the Land Owner, the Developer has paid a sum of **Rs. 5,50,000/- (Rupees five lakh fifty thousand)** to the Land Owner before/with the execution of this Agreement, with the condition that the Land Owner shall return/get adjusted the sum before he is allotted and handed over the said "Land Owner's Allocation/Entitlement" by the Developer.

- (i) **LAND OWNER/FIRST PARTY:** "Land Owner"/"First Party" shall mean the person/entity which is named and detailed as the First Party hereinabove.
- (j) **PLAN:** "Plan" shall mean such plan of the multi-storied residential complex, with residential and other units, as shall be approved/sanctioned by the Municipal Corporation and shall also include such variations, modifications, alterations and/or revisions, if any, therein as may be made by the Developer.

S. Sen Gupta
Adv

(k) **PROJECT:** "Project" shall mean the construction or development which is to be done by the Developer as per sanctioned plan, and includes any work to be executed by the Developer in pursuance of this Agreement and/or any variation, modification, alteration and/or revision thereof till such construction, development and/or erection of the complex/building(s) at and upon the said land and till completion and handing over of the same to the respective allottees, purchasers or transferees, as the case may be.

(l) **PURCHASER:** "Purchaser" shall include—

- (i) if he/she be an individual, then his/her heirs, successors, executors, administrators and/or permitted assigns;
- (ii) if it be a Hindu Undivided Family (HUF), then its members for the time being and their respective heirs, successors, executors, administrators and/or permitted assigns;
- (iii) if it be a Company, then its successors-in-interests and/or permitted assigns;
- (iv) if it be a Partnership Firm, then its partners for the time being and their respective heirs, successors, executors, administrators and/or permitted assigns;
- (v) if it be a Trust, then its Trustees for the time being in force and their respective heirs, successors, executors, administrators and/or permitted assigns.

(m) **UNIT:** "Unit" shall mean any Unit/Flat/Office/Garage/Parking Space/other space/unit in the said multi-storied residential complex/building, together with undivided, impartible and proportionate ownership and interest in the common areas, portions and facilities in the said project and in the said land.

2. **COMMENCEMENT AND EFFECTIVENESS:** This Agreement shall commence and take effect on and from the date of registration of this Agreement.

3. **DURATION:**

(1) The multi-storied residential complex/building, with residential and other units, to be constructed/developed by the Developer shall be constructed/developed by the Developer within a period of 48 months (with a grace period of 6 months) to be calculated from the date of registration of this Agreement.

(2) The Developer shall act with due despatch to get the building plan approved/sanctioned from the Municipal Corporation and/or other competent authorities for the time being in force.

4. **SCOPE OF WORK:**

(1) Notwithstanding anything written herein, the Developer shall construct/develop the multi-storied residential complex/building, with residential and other units, at the said land as per—

(a) the approved/sanctioned building plan by consuming the maximum Floor Area Ratio (FAR)

available or permissible under the rules and regulations of the Municipal Corporation and/or other competent authorities for the time being in force, and

(b) the tentative specifications set out in the Second Schedule appearing hereunder.

(2) The Developer shall construct and develop the multi-storied residential complex/building, with residential and other units, on said land at its own costs and expenses and by using its resources and expertise and by using standard quality materials, fixtures and fittings. The Developer shall alone be liable and responsible for the development of the said land.

5. LAND OWNER'S DUTIES, OBLIGATIONS & RESPONSIBILITIES:

(1) That the Land Owner has offered the land described in the First Schedule appearing hereunder for construction and development of a multi-storied residential complex/building consisting of several flats/apartments/offices/parking spaces and/or other spaces/other units.

(2) That the Land Owner doth hereby declare and acknowledge that—

(a) all the original documents pertaining to the said land, including the title deeds, *parcha* and other relevant documents necessary for the purpose of development, have been handed over by the Land Owner to the Developer;

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- (b) the Land Owner has made out a clear and marketable title to the said land free from all reasonable doubts;
 - (c) the Land Owner shall keep making out a clear and marketable title to the said land and, if at any time it is ever found that the land suffers from an encumbrance(s) or defect(s), the Land Owner—
 - (i) shall, at his own costs and expenses, clear all encumbrances and cure defects in the title, including settling all pending claims relating to the land or affecting the peaceful possession of the land, and
 - (ii) shall hand over all original documents pertaining to all such steps taken by him to the Developer;
 - (d) there is no minor interest involved in the said land;
 - (e) there subsists no agreement or contract between the Land Owner and/or any other party(s)/ person(s), except the Developer herein, either for sale of the said land or otherwise transfer of any right or interest in the said land or for construction or development of any complex/building on the said land or for anything whatsoever.
- (3) That the Land Owner has already handed over the vacant and peaceful possession of the said land to the Developer for the purpose of carrying out the development contemplated herein.

S. Sen Gupta
Adv

- (4) That the Land Owner doth hereby assure the Developer to extend the fullest co-operation for obtaining all statutory and otherwise approvals, sanctions, permissions, consents, NOCs and clearances for the project; and he hereby further assure that he shall sign and execute and otherwise prepare/cause to be prepared all the necessary papers and documents, including making the necessary declarations and affidavits, as and when required by the Developer, so that the necessary approvals, sanctions, permissions, consents, NOCs and clearances for the project are duly obtained by the Developer.
- (5) That the Land Owner doth further acknowledge that he doth hereby give the Developer full power and authority to do and perform all acts, deeds and things, for and on behalf of the Land Owner, for making applications and obtaining and receiving all statutory and otherwise approvals, sanctions, permissions, consents, NOCs and clearances for the project, including the power and authority to apply for, obtain and receive—
- (a) the approved/sanctioned building plan from the Municipal Corporation and any alteration, modification, addition or revision thereof, and
 - (b) the other necessary documents from the Municipal Corporation with respect to the said construction/development work.
- (6) That the Land Owner shall also sign, execute and present, and admit execution and cause registration of, a Development Power of Attorney in favour of the

Developer empowering the Developer to act for and on behalf of the Land Owner—

- (a) to sign, execute and make applications and other documents, and admit execution of all the documents, for obtaining the statutory and otherwise approvals, sanctions, permissions, consents, NOCs and clearances for the project,
- (b) to appear before any office or authority, be a statutory or constitutional office or authority, or any Govt./semi Govt. office or authority or the Municipal Corporation to represent the Land Owner/First Party in any matter relating to the proposed development of the said land,
- (c) to invite and accept bookings from the prospective purchasers/transferees and to collect, accept and appropriate the booking moneys, advances, allotment moneys and consideration moneys, in part or in full, in respect of the Flats/Units pertaining to the Developer's Area in the multi-storied residential complex/building, with residential and other units, to be constructed/developed by the Developer on the said land,
- (d) to sign, execute and present, and admit execution and cause registration of, Booking Letters, Allotment Letters, Agreements for Sale and Sale Deeds/Conveyance Deeds/Transfer Deeds for effecting allotment/sale/conveyance/transfer of the flats/units pertaining to the Developer's Allocation in the multi-storied residential complex/building, with residential and other units,

S. Sen Gupta
Adv

to be constructed/developed by the Developer on the said land, and

- (e) to do and perform all other acts, deeds and things for smooth and efficient development of the said land and completion of the project.

(7) That the Land Owner doth hereby specifically declare and acknowledge that he doth hereby empower and authorise the Developer—

- (a) to prepare, sign and make applications and other documents, and execute and perform all other formalities, for bank finance, and
- (b) to mortgage the said land for bank finance till the time-limit specified in this Agreement or till completion of the development work contemplated herein or till handing over of the possession of the flats/units in the project, whichever is earlier.

It is hereby agreed by the Developer that all the costs, expenses and charges incurred in pursuance of this provision, save and except as provided otherwise in this Agreement, shall be paid and borne by the Developer.

(8) That the Land Owner hereby further specifically declare and acknowledge that the Developer shall, at all points of time, be at the liberty to book, allot and sell/convey/transfer the flats/units from the Developer's Allocation to any person(s) of its choice and as per its free wish and to collect, accept and appropriate all the booking moneys/advances/allotment moneys/consideration moneys for the same and the Land Owner

doth grant his no-objection for the same and shall not ever raise any objection thereto.

- (9) That the First Party hereby assures that neither he, nor any of his legal heirs or successors or any other person claiming under him, shall cause any interference or disturbance in execution or in any work relating to execution of the project for any reason whatsoever; and that the Second Party shall be able to carry on the project smoothly and without any interference or disturbance by or from the First Party or any of his legal heirs or successors or any other person claiming under him.

6. DEVELOPER'S DUTIES, OBLIGATIONS & RESPONSIBILITIES:

- (1) That the Developer hereby confirms and assures that it is fully acquainted with and aware of the process/formalities related to execution of such a project in the Municipal Area and is satisfied with the papers/documentations, as furnished by the Land Owner, relating to the title of the said land and also as to suitability of the site and viability of the project on the said land.
- (2) That the Developer hereby further confirms and assures that it has all the financial and other resources to meet and comply with the financial and other obligations required for execution and completion of the project with the time-limit mentioned herein; and the Land Owner shall not have any liability and/or responsibility

S. Sen Gupta
Adv

of financing the project or any part thereof, except the liability and responsibility of paying such development fees for the flats falling into the Land Owner's Area/Allocation as specified hereinabove.

- (3) That the Developer has agreed to carry out the project by entrusting the entire job of planning, designing and execution of the same to the reputed Planners, Architects, Advocates and other professionals duly authorized and licensed by the appropriate authorities; and the Developer has further agreed to comply with the standard norms of construction/development of the multi-storied residential complex/building by using standard quality materials, fittings and fixtures, by obtaining approval/sanction as to the structural stability and approval/sanction of the structural design and the building plan, and any alteration, modification, addition or revision thereof, from the Municipal Corporation and/or other competent authorities. In case of any dispute as to design, construction or quality of any material used, the Architect's decision shall be final and binding on both the parties hereto.
- (4) That it is hereby agreed that the Developer shall not have any right to delegate the rights granted in its favour by virtue of this Agreement, and that only the developer named herein shall have the right to develop the said land by constructing/developing a multi-storied residential complex/building consisting of several flats/units within the time-frame mentioned in this Agreement, subject, however, to the condition that the

S. Sen Gupta
Adv

Developer herein may, in case of unavoidable circumstances, transfer the project, with the consent and approval of the Land Owner, to a third party by way of a registered Deed of Assignment, whereupon the transferee shall stand substituted for the Developer herein.

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- (5) That the Developer shall be entitled to enter into usual agreements/contracts, and sign, execute and present, and admit execution and cause registration of, any Sale Deed/ Conveyance Deed/Transfer Deed of any flat/unit falling into the Developer's Allocation, in favour of any allottee/purchaser/transferee, subject to such terms and conditions and at such price as the Developer may think fit and proper.
- (6) That it is hereby further agreed that, in case of a need, the Land Owner and all persons claiming through him shall sign and execute the Agreements for Sale/Sale Deeds/Conveyance Deeds/Transfer Deeds and all other writings of the flats/units falling into the Developer's Allocation in favour of such person(s) as the Developer may direct and, in the event of Sale/Conveyance, it may also be made in favour of the nominee(s) of the Developer. Similarly, the Developer may, at the request of the Land Owner, join in the Agreements for Sale/Sale Deeds/ Conveyance Deeds/Transfer Deeds as a Confirming Party to the Agreement/Sale/Conveyance/Transfer by the Land Owner of his Allocation to a third party.

- (7) That the Developer hereby confirms that it shall be solely responsible for any fund collection by it from any allottee/purchaser/transferee of any flat/unit in the project.
- (8) That the Developer shall be solely responsible for complying with the rules and regulations in all matters, including construction and development of the complex/building according to the approved/sanctioned building plan and shall also be responsible for complying with all provisions of law which may be in force from time to time and the Land Owner shall not be responsible for any infringement of law which may be in force from time to time during the subsistence of this Agreement. The Land Owner shall not be responsible for any accident, damage or loss occurring during the course of the construction or execution of the project.
- (9) That the Developer shall complete the construction/development work at its own costs and expenses in accordance with the approved/sanctioned building plan within such period as mentioned hereinabove.
- (10) That the Developer shall not make the Land Owner responsible for any business loss and/or any damage suffered by it on account of any reason or on account of failure on the part of the Developer to correctly construct the Flats/Units and/or deliver the same to the allottees/purchasers/transferees; and in such case, the Developer (i) shall be wholly and entirely liable and

responsible and (ii) shall have to face the legal proceedings and/or suchlike things, for the same and bear the same.

- (11) That the Developer hereby agrees to indemnify and hold harmless the Land Owner from any obligation/liability of paying Income Tax, GST and other duties/levies, levied by the State Government or Central Government or any statutory or public authority or body, which are to be paid on account of the profits derived by the Developer from selling/conveying/transferring the flats/units in the project (and *vice versa*).
- (12) That the Developer may, for and on behalf of the Land Owner, take and initiate legal proceedings which may be required to be taken in connection with the work of construction/development, and shall be able to do and perform all things incidental thereto, including engaging/appointing Advocates, briefing them, signing all petitions, applications, complaints, plaints, memoranda of appeal, and all other similar documents, depositing moneys in/withdrawing moneys from the Courts, obtaining certified copies of the documents from the *Sheristadar* or Copying Section/Department of the Court and doing and performing all other things as effectually as the Land Owner may himself do and perform in order to prosecute the legal proceedings; and that if any legal action is taken against the said land, the Developer may, for and on behalf of the Land Owner, shall be able to defend such legal action and do and perform all things incidental thereto as effectually

S. Sen Gupta
Adv

as the Land Owner may himself do and perform in order to defend the legal action.

7. ALLOTMENT & HANDING OVER OF LAND OWNER'S ALLOCATION:

- (1) The Developer shall, after the building plan is approved/sanctioned by the Municipal Corporation and/or other competent authorities for the time being in force, allot the Land Owner's Allocation to the Land Owner.
- (2) The allotment of Land Owner's Allocation shall be made, by mutual consent between the Developer and the Land Owner, in such a manner that the Land Owner's Allocation is equally, or as much as practicable, spread across all the floors and all the directions.
- (3) The Developer shall, upon completion of the construction/ development of the project, handover the Land Owner's Area/Allocation to the Land Owner along with the necessary documents, including the Possession Certificate (of the Land Owner's Area/Allocation).
- (4) The Developer shall obtain Completion/Occupancy Certificate from the competent authorities, and handover the same to the Land Owner at the time of handing over the Land Owner's Area/Allocation to him.

8. SUPPLEMENTATION & ENHANCEMENT:

The Land Owner hereby give full, unqualified and unconditional consent to the Developer to the effect that the

S. Sen Gupta
Adv

Developer may, by executing and getting registered one or more additional Development Agreements and other connected documents, supplement and enhance the scope of the development project comprised herein by augmenting the project land by way of adding in one or more land parcels adjacent to the land mentioned in the First Schedule appearing hereunder:

PROVIDED THAT for such supplementation or enhancement, it shall not be necessary for the Land Owner herein to be a party to those additional Development Agreements and other connected documents, if the land parcel/land parcels being added in is/are not owned by the Land Owner.

9. CANCELLATION:

This Agreement may be cancelled by the parties hereto by mutual understanding by and between the parties hereto. However, in case of the cancellation,—

- (1) the Developer shall return the Land Owner all the original documents received from him, and
- (2) the parties hereto shall execute and get registered a formal cancellation agreement.

10. SUPERSESSION & REPEAL:

This Agreement supersedes all previous agreements entered into, if any, by and between the parties hereto.

11. MISCELLANEOUS:

- (1) **DEVELOPER TO PREPARE ALL DOCUMENTS:** All applications, building plan (along with alterations, modifications, additions and revisions thereof) and all

S. Sen Gupta
Adv

other papers and documents, as may be needed, for the purpose of approval/sanction of the building plan and/or any other purpose of the said development project shall be prepared by the Developer at its own costs and expenses in the name of the Land Owner without claiming or getting any reimbursement of the same; and the Land Owner shall sign the said applications, plan, papers and documents as and when the Developer shall ask for the same, without asking for or demanding any remuneration and/or money for such signature.

- (2) **DEVELOPER TO BEAR ALL COSTS:** All costs, expenses and charges for execution of the whole project, including stamp duty and registration fee for execution and registration of this Agreement (and the formal cancellation agreement, if any), shall be paid and borne by the Developer exclusively.
- (3) **EXCHANGE OF APPROVALS ETC.:** Photocopies of all statutory approvals/sanctions/permissions/clearances (e.g. land conversion, approved/sanctioned building plan, electricity and water connections, fire safety compliance, approval for sewerage disposal and all other approvals/sanctions/permissions/clearances) obtained by the Developer shall be supplied by the Developer to the Land Owner (and *vice versa*).
- (4) **LAND OWNER'S RIGHT TO VISIT THE SITE:** The Land Owner shall have right to visit the construction site anytime with prior intimation to the Developer/Site Supervisor, but shall not disturb or interrupt the

construction/development work. However, if he notices any unusual or non-permissible action/operation at site, he may bring that to the notice of the Developer and its architect for the discussion and necessary corrective action, whereupon the Developer shall take the necessary corrective actions immediately.

- S. S. en Gupta Adv*
- (5) **DEVELOPER'S RIGHT TO ENTER INTO AGREEMENTS:** The Developer shall have all the right, power and authority to deal with the Developer's Allocation in the said complex/building, and to negotiate and enter into any agreement/contract, and to sign, execute and present, and admit execution of, the agreement/contract, for allotment, sale or otherwise transfer of any Unit/Flat/Office Space/Garage/ Parking Space in the Developer's Allocation to any person whosoever.
- (6) **TOP ROOF:** The top roof of the said building shall be owned, held, possessed, used and enjoyed by the Land Owner in common with the other allottees/purchasers/transferees in the said building.
- (7) **DEVELOPER'S DUTY TO COMPLY WITH ALL STATUTORY OBLIGATIONS:** The Developer shall ensure safe and sound building design and construction, complete safety of the workmen, minimum wages to the workmen, first-class/standard quality of materials used and due performance of all other legal formalities during execution of the project and also render the First Party free from all legal obligations and all risks and hazards

whatsoever related to the project, so that the First Party remains free from all legal and otherwise liabilities in respect of the project, whether accrued during the construction/development or after the construction/development of the land mentioned in the First Schedule appearing hereunder.

- S. Sen Gupta Adv*
- (8) **CURING DEFECT, IF ANY:** The Developer shall be responsible for any defect in any flat/unit, and for curing the defect at its own costs/expenses, for a period of 5 years after physical possession of the flat/unit is handed over by the Developer.
- (9) **CONFIDENTIALITY & NON-DISCLOSURE:** Both the parties shall keep all non-public information and documents concerning the transaction herein confidential unless compelled/required by law for the time being in force to disclose the same.
- (10) **INDIAN LAWS:** This Agreement shall be governed by the prevailing laws of the country and subject to the jurisdiction of Durgapur Court.
- (11) **RESOLUTION OF DISPUTES/DIFFERENCES:** Notwithstanding anything in the preceding provision, it is hereby agreed that all disputes/differences between the parties hereto in relation to or arising out of execution of the project of multi-storied residential complex/building under this Agreement shall be intimated by a Registered Letter/Notice and then to an

arbitral tribunal for resolving the disputes/differences under the Arbitration & Conciliation Act, 1996 (as amended from time to time). The arbitral tribunal shall consist of three Arbitrators who shall be Advocates or persons from legal fraternity, one to be nominated by each party hereto and the third to be nominated by the two Arbitrators so nominated. Seat of arbitral tribunal shall be at Kolkata.

(12) NO TRANSFER OF OWNERSHIP: No ownership of the said land is hereby transferred in favour of the Developer herein by this Agreement. This is purely a development agreement entered into by and between the parties hereto for the purpose of construction/development of a multi-storied residential complex/building onto the said land as per the approved/sanctioned building plan by consuming the maximum Floor Area Ratio (FAR) available or permissible under the rules and regulations of the Municipal Corporation and/or other competent authorities for the time being in force.

(13) NO PARTNERSHIP: The Land Owner and the Developer have entered into this Agreement purely for performance of the respective duties as contemplated herein, and nothing contained herein shall be deemed to constitute a partnership between them in any manner, nor shall the parties hereto be deemed to constitute an association or a body of persons or individuals.

S. S. Chakraborty
Adv

FIRST SCHEDULE

(Description of the land to be developed)

ALL THAT the vacant land of *Baid* user, suitable for *Bastu* user, measuring about 3.60 (three point six zero) decimals appertaining to R.S. Plot No. 1649, L.R. Plot No. 2002(P), recorded in L.R. Khatian No. 1676, of Mouza: Birvhanpur (or Birbhanpur), J.L. No. 91, Police Station: Coke-Oven, Local Body: Durgapur Municipal Corporation, Sub-Division: Durgapur, District: Paschim Bardhaman, West Bengal, PIN: 713201.

The land is butted and bounded—

In the North (or thereabouts): by L.R. Plot No. 2002(P),

in the South (or thereabouts): by land of Ashis Mukherjee,

in the East (or thereabouts): by L.R. Plot No. 2002(P), and

in the West (or thereabouts): by L.R. Plot No. 2002(P), then 76 Ft. wide Shyampur More to Amlajora Road.

SECOND SCHEDULE

(Tentative specifications of the construction)

1.	Foundation	:	Reinforced cement concrete
2.	Super Structure	:	Reinforced cement concrete covert columns, beams and slabs
3.	Plinth	:	Brick work with sand and cement
4.	Walls	:	External Wall shall be of 200 mm/250

		mm thick brick work, internal partition wall shall be of 75/125 mm thick brick work and plaster. All walls and ceiling be finished with plaster of parish
5.	Flooring	: Marble/Ceramic floor tiles flooring with 6 inch skirting in bed room, drawing/dining, balcony, toilet and kitchen
6.	Toilet	: 6 ft. height glazed tiles on the wall
7.	Kitchen	: 2 ft. height glazed tiles on the wall over the kitchen slab. Kitchen slab shall be of Black Stone. A Steel Sink shall be provided.
8.	Doors	: All door frames shall be of Mild Steel/Sal Wood and all door panels shall be of hot press commercial ply (37.5 mm thick).
9.	Window	: Aluminium window with glass fittings
10.	Painting	: Internal: Wall Putty. External: Weather Coat
11.	Electrical Installation	: I.S.I. standard concealed wiring up to points but without fittings
	(1) Bed room	: Two light points, one fan point, one plug point (5 amp), and one AC point,

5. Sec. Gpts
Adv

S. S. Ch. Gupta
Arch

		without fittings
	(2) Dining	: One light point, one fan point, one plug point (5 amp), and one plug point (15 amp), without fittings
	(3) Toilet	: One light point, one exhaust fan point and one plug point (15 amp) in one toilet, without fittings
	(4) Kitchen	: One light point, one exhaust fan point and one plug point (15 amp), without fittings
	(5) Main Entrance	: One bell point, without fittings
12.	Water Supply	: Water shall be supplied from municipal water supply connection/tubewell within the premises through underground and overhead water tanks.
13.	Plumbing Work	: Commode with L.D. P.V.C. cistern and one basin in toilet, and one basin in drawing / dining. All fittings shall be standard made (of white colour).
14.	Roof	: Roof of the building shall be finished with net cement.

[The above specification(s) may change/vary as per the site requirement and/or other exigency.]

IN WITNESS WHEREOF the Land Owner and the Developer have set and subscribed their respective hands hereunto on the day, month and year first-above written herein in presence of the witnesses named hereunder.

SIGNED & DELIVERED BY:

✓
Mrityunjay Mukherjee .

SIGNATURE OF LAND OWNER/FIRST PARTY

IN PRESENCE OF:

1. Debabrata Barui
S/o - Upendra chandra Barui
Subhas Pally P.O. Durgapur P.S. Coke overn
Paschim Bardham Pin - 713201

2. Soumitra Sen Gupta
School para,
Durgapur - 713201

For Maa Kali Developers

Sudha Sekhar Banerjee
Partner

SIGNED & DELIVERED BY:

For Maa Kali Developers

Malleswari Chakraborty
Partner

SIGNATURE OF DEVELOPER/SECOND PARTY

IN PRESENCE OF:

1. Debabrata Barui
S/o - Upendra chandra Barui
Subhas Pally P.O. Durgapur
P.S. - Coke overn,
Paschim Bardham Pin - 713201

✓ 2. Soumitra Sen Gupta
School para
Durgam - 713201

Drafted by:

✓ Soumitra Sen Gupta

(SOUMITRA SENGUPTA)
ADVOCATE, HIGH COURT AT CALCUTTA
(ENROLMENT NO. F/1049/1970/2011)

হস্তাসূত্র টিপ ছাপ ও ফটো / Fingers Print & Photo

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



Mrityunjoy Mukherjee

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger print of both hands attested by :

স্বাক্ষর Mrityunjoy Mukherjee
Signature

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



Susa Sekhar Banerjee

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger print of both hands attested by :

স্বাক্ষর Susa Sekhar Banerjee
Signature

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



Maladev Chakraborty

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger print of both hands attested by :

স্বাক্ষর Maladev Chakraborty
Signature

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

ফটো Photo

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger print of both hands attested by :

স্বাক্ষর
Signature



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



192022230318240318

GRN Details

GRN:	192022230318240318	Payment Mode:	SBI Epay
GRN Date:	02/03/2023 13:23:01	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	6887940230333	BRN Date:	02/03/2023 13:25:50
Gateway Ref ID:	CHL9029739	Method:	State Bank of India NB
GRIPS Payment ID:	020320232031824030	Payment Init. Date:	02/03/2023 13:23:01
Payment Status:	Successful	Payment Ref. No:	2000555991/3/2023 Pn [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SOMNATH BANERJEE
Address:	HIGH COURT BAR ASSOCIATION KOLKATA-700001
Mobile:	9333364555
Period From (dd/mm/yyyy):	02/03/2023
Period To (dd/mm/yyyy):	02/03/2023
Payment Ref ID:	2000555991/3/2023
Dept Ref ID/DRN:	2000555991/3/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000555991/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	4511
2	2000555991/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	5514
			Total	10025

IN WORDS: TEN THOUSAND TWENTY FIVE ONLY.

PAID

Major Information of the Deed



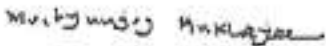
Deed No :	I-2306-01841/2023	Date of Registration	02/03/2023
Query No / Year	2306-2000555991/2023	Office where deed is registered	
Query Date	01/03/2023 9:01:53 AM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	Somnath Banerjee High Court, Bar Association Room No. 7, Kolkata-700001, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9333364555, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 5,50,000/-]		
Set Forth value	Market Value		
	Rs. 18,55,635/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,011/- (Article:48(g))	Rs. 5,514/- (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:- Coke Oven, Municipality: DURGAPUR MC, Road: Shyampur More to Amlajora Road via Nadiha, Road Zone : (Shyampur More -- Shibtala) , Mouza: Birvhanpur, JI No: 91, Pin Code : 713201

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2002 (RS :-1649)	LR-1676	Bastu	Baid	3.6 Dec		18,55,635/-	Width of Approach Road: 76 Ft., Adjacent to Metal Road,
Grand Total :					3.6Dec	0 /-	18,55,635 /-	




Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Mrityunjoy Mukherjee (Presentant) Son of Gurunarayan Mukherjee Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office			
		02/03/2023	LTI 02/03/2023	02/03/2023
6/36, Jibannananda Das Path, City:- Durgapur, P.O:- City Centre, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: AExxxxxx7K, Aadhaar No: 97xxxxxxxx0514, Status :Individual, Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	MAA KALI DEVELOPERS Santiban Park, Sanjib Sarani, City:- Durgapur, P.O:- Durgapur, P.S:-Coke Oven, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713201 , PAN No.:: ABxxxxxx3G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Surja Sekhar Banerjee Son of Late Sunil Banerjee Date of Execution - 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023, Place of Admission of Execution: Office			
		Mar 2 2023 3:30PM	LTI 02/03/2023	02/03/2023
Santiban Park, Sanjib Sarani, City:- Durgapur, P.O:- Durgapur, P.S:-Coke Oven, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713201, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AQxxxxxx2R, Aadhaar No: 61xxxxxxxx5858 Status : Representative, Representative of : MAA KALI DEVELOPERS (as Partner)				

2	Name	Photo	Finger Print	Signature
	Mr Mahadev Chakraborty Son of Mr Ajoy Chakraborty Date of Execution - 02/03/2023, , Admitted by: Self, Date of Admission: 02/03/2023, Place of Admission of Execution: Office	 Mar 2 2023 3:30PM	 L1 02/03/2023	 02/03/2023
Bandra, City:- Not Specified, P.O:- Gopalpur, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx2B, Aadhaar No: 49xxxxxxxx3858 Status : Representative, Representative of : MAA KALI DEVELOPERS (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Debabrata Barui Son of Mr Upendra Chandra Barui Subhas Pally, City:- Durgapur, P.O:- Durgapur, P.S:-Coke Oven, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713201	 02/03/2023	 02/03/2023	 02/03/2023
Identifier Of Mr Mrityunjay Mukherjee, , Mr Surja Sekhar Banerjee, Mr Mahadev Chakraborty			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Mrityunjay Mukherjee	MAA KALI DEVELOPERS-3.6 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Coke Oven, Municipality: DURGAPUR MC, Road: Shyampur More to Amlajora Road via Nadiha, Road Zone : (Shyampur More – Shibtala) , Mouza: Birvhanpur, JI No: 91, Pin Code : 713201

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2002, LR Khatian No:- 1676	Owner:ঔরুনারায়ন মুখোপাধ্যায়, Gurdian:জ্ঞানেন্দ্রনাথ , Address:নিজ , Classification:বাইদ, Area:0.06700000 Acre,	Seller is not the recorded Owner as per Applicant.

On 02-03-2023

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:28 hrs on 02-03-2023, at the Office of the A.D.S.R. DURGAPUR by Mr Mrityunjoy Mukherjee ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 18,55,635/-

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

Execution is admitted on 02/03/2023 by Mr Mrityunjoy Mukherjee, Son of Gurunarayan Mukherjee, 6/36, Jibannananda Das Path, P.O: City Centre, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713216, by caste Hindu, by Profession Professionals

Identified by Mr Debabrata Barui, , Son of Mr Upendra Chandra Barui, Subhas Pally, P.O: Durgapur, Thana: Coke Oven, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713201, by caste Hindu, by profession Others

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

Execution is admitted on 02-03-2023 by Mr Surja Sekhar Banerjee, Partner, MAA KALI DEVELOPERS (Partnership Firm), Santiban Park, Sanjib Sarani, City:- Durgapur, P.O:- Durgapur, P.S:-Coke Oven, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713201

Identified by Mr Debabrata Barui, , Son of Mr Upendra Chandra Barui, Subhas Pally, P.O: Durgapur, Thana: Coke Oven, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713201, by caste Hindu, by profession Others

Execution is admitted on 02-03-2023 by Mr Mahadev Chakraborty, Partner, MAA KALI DEVELOPERS (Partnership Firm), Santiban Park, Sanjib Sarani, City:- Durgapur, P.O:- Durgapur, P.S:-Coke Oven, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713201

Identified by Mr Debabrata Barui, , Son of Mr Upendra Chandra Barui, Subhas Pally, P.O: Durgapur, Thana: Coke Oven, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713201, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,514.00/- (B = Rs 5,500.00/- ,E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,514/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/03/2023 1:25PM with Govt. Ref. No: 192022230318240318 on 02-03-2023, Amount Rs: 5,514/-, Bank: SBI EPay (SBIPay), Ref. No. 6887940230333 on 02-03-2023, Head of Account 0030-03-104-001-16

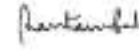
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,011/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 4,511/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 252, Amount: Rs.500.00/-, Date of Purchase: 02/03/2023, Vendor name: RAM PRASAD BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/03/2023 1:25PM with Govt. Ref. No: 192022230318240318 on 02-03-2023, Amount Rs: 4,511/-, Bank: SBI EPay (SBlePay), Ref. No. 6887940230333 on 02-03-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2023, Page from 31951 to 31989

being No 230601841 for the year 2023.



Digitally signed by SANTANU PAL
Date: 2023.03.03 11:31:32 +05:30
Reason: Digital Signing of Deed.

Santanu Pal

(Santanu Pal) 2023/03/03 11:31:32 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)
