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### **DEVELOPMENT AGREEMENT**

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### BY AND BETWEEN

- DR. SUKANTA MUKHERJEE (PAN: AQHPM6607J) (Aadhaar No. 3317 0642 7863), son of Late Harinaryan Mukherjee, resident of DD 58/1, Narayan Tala East, P.O.:- Aswini Nagar, Baguiati, Kolkata, P.S.:- Baguiati, District:- North 24-Parganas, West Bengal, India, PIN:- 700159, by faith: Hindu, by occupation: Doctor, Citizen of India, and
- 2. MS. SRIJANI MUKHERJEE (PAN: CIEPM2011D) (Aadhaar No.: 8691 0874 2914), daughter of Mr. Sukanta Mukherjee, resident of DD 58/1, Narayan Tala East, P.O.:- Aswini Nagar, Baguiati, Kolkata, P.S.:- Baguiati, District:- North 24-Parganas, West Bengal, India, PIN:- 700159, by faith: Hindu, by occupation: Professional, Citizen of India, -

**OWNERS"** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their respective 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, Page 2 of 32

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 Owners herein got the land described in the First Schedule appearing hereinbelow by way of three Gift Deeds—

- (i) being No. I-828/2023, registered with the ADSR, Durgapur,
- (ii) being No. I-836/2023, registered with the ADSR, Durgapur, and
- (iii) being No. I-1817/2023, registered with the ARA-I, Kolkata;

**AND WHEREAS** the present Land Owners are holding and owning the said land right after they 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 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:

- 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.
- (d) DEVELOPER'S ALLOCATION: "Developer's Allocation" shall mean the entire multi-storied residential complex/building, with residential and other units, except the Land Owners' Area/Alocation, 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—

- 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 assigned and handed over by the Land Owners/First Party to the Second Party, for its development into a multi-storied residential complex, with residential and other units.
- (h) LAND OWNERS' AREA/ENTITLEMENT: Subject to the other provisions of this Agreement, "Land Owners' Allocation/Entitlement" shall mean—
  - 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 Owners 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 Owners in lieu of appointing the Second Party as the developer for the said land and the Land Owners 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 multistoried residential building.

The Land Owners shall own, hold, possess, use and enjoy the Land Owners' 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 Owners' Allocation/Entitlement" to the Land Owners, the Developer has paid a sum of Rs. 24,50,000/-(Rupees twenty four lakh fifty thousand) to the Land Owners before/with the execution of this Agreement, with the condition that the Land Owners shall return/get adjusted the sum before they are allotted and handed over the said "Land Owners' Allocation/Entitlement" by the Developer.

- (i) LAND OWNERS/FIRST PARTY: "Land Owners"/"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.
- (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.

### (I) PURCHASER: "Purchaser" shall include—

- if he/she be an individual, then his/her heirs, successors, executors, administrators and/or permitted assigns;
- 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-ininterests 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.

 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

Page 10 of 32

- 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 multistoried 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 OWNERS' DUTIES, OBLIGATIONS & RESPONSIBILITIES:

- (1) That the Land Owners have 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 Owners 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 Owners to the Developer;
- (b) the Land Owners have made out a clear and marketable title to the said land free from all reasonable doubts;
- (c) the Land Owners 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 Owners—
  - shall, at their 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 them to the Developer;
- (d) there is no minor interest involved in the said land;
- (e) there subsists no agreement or contract between the Land Owners 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 Owners have 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.
- (4) That the Land Owners 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 they hereby further assure that they 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 Owners doth further acknowledge that they hereby give the Developer full power and authority to do and perform all acts, deeds and things, for and on behalf of the Land Owners, 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

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- (b) the other necessary documents from the Municipal Corporation with respect to the said construction/development work.
- (6) That the Land Owners 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 Owners—
  - (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 Owners/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, 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 Owners doth hereby specifically declare and acknowledge that they hereby empower and authorise the Developer—
  - 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 Owners 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 Owners doth grant their no-objection for the same and shall not ever raise any objection thereto.
- (9) That the First Party hereby assures that neither they, nor any of their legal heirs or successors or any other person claiming under them, 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 their legal heirs or successors or any other person claiming under them.

## 6. DEVELOPER'S DUTIES, OBLIGATIONS & RESPONSIBILITIES:

(1) That the Developer hereby confirms and assures that it is fully acquainted with and aware of the Page 16 of 32 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 Owners, 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 Owners shall not have any liability and/or responsibility 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 Owners' Area 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 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.
- (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 Aliocation, 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.

- That it is hereby further agreed that, in case of a need, (6) the Land Owners and all persons claiming through them 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 Owners, join in the Agreements for Sale/Sale Deeds/ Conveyance Deeds/Transfer Deeds as Confirming Party to Agreement/Sale/Conveyance/Transfer by the Land Owners of their 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 Owners 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 Owners 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 Owners 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 Owners 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 Page 20 of 32

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 Owners, 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 things incidental thereto, perform all including engaging/appointing Advocates, briefing them, signing 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 Owners may themselves 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 Owners, shall be able to defend such legal action and do and perform all things incidental thereto as effectually as the Land Owners may themselves do and perform in order to defend the legal action.

### ALLOTMENT & HANDING OVER OF LAND OWNERS' ALLOCATION:

(1) The Developer shall, after the building plan is approved/sanctioned by the Municipal Corporation Page 21 of 32 and/or other competent authorities for the time being in force, allot the Land Owners' Allocation to the Land Owners.

- (2) The allotment of Land Owners' Area shall be made, by mutual consent between the Developer and the Land Owners, in such a manner that the Land Owners' Area 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 Owners' Allocation to the Land Owners along with the necessary documents, including the Possession Certificate (of the Land Owners' Area).
- (4) The Developer shall obtain Completion/Occupancy Certificate from the competent authorities, and handover the same to the Land Owners at the time of handing over the Land Owners' Allocation to them.

### 8. SUPPLEMENTATION & ENHANCEMENT:

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

### 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,—

- the Developer shall return the Land Owners all the original documents received from them, 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 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 Owners without claiming or getting any reimbursement of the same; and the Land Owners 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 Owners (and vice versa).
- (4) LAND OWNERS' RIGHT TO VISIT THE SITE: The Land Owners 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 they Page 24 of 32

notices any unusual or non-permissible action/operation at site, they 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.

- (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 Owners 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.

- (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
  Page 26 of 32

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 hereto for the purpose the parties 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 other competent Municipal Corporation and/or authorities for the time being in force.
- (13) NO PARTNERSHIP: The Land Owners 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, Page 27 of 32

nor shall the parties hereto be deemed to constitute an association or a body of persons or individuals.

# FIRST SCHEDULE (Description of the land to be developed)

In District: Paschim Bardhaman, Sub-Division: Durgapur, Local Body: Durgapur Municipal Corporation, Police Station: Coke-Oven, Mouza: Birbhanpur (or Birvhanpur), J.L. No. 91, at PIN: 713201, all the vacant land mentioned in the table below:

SI. No.	Plot No.	Khatian No.	Proposed Use	RoR Use	Area of Land to be Developed
1.	LR-2002 RS-1649	LR-1676	Bastu	Baid	3.10 decimal
2.	LR-2002 RS-1649	LR-1874	Bastu	Baid	6.80 decimal
3.	LR-2002 RS-1649	LR-6187	Bastu	Baid	6.70 decimal
76.61	CLUES BUILD	a Halley		Total	16.60 decimal

The aforesaid 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 & Manas

Mukherjee,

in the East (or thereabouts): by land of SC Das, and

in the West (or thereabouts): by 76' wide Shyampur More to

Amlajora Road via Nadiha (Road

Zone: Shyampur More - Shibtala).

11

### 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, 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	1	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 Owners 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:

SIGNATURE OF LAND OWNERS/FIRST PARTY

IN	PR	ESE	NC	EC	F:
----	----	-----	----	----	----

Divigation -11

For Maa Kali Developers

SIGNED & DELIVERED BY:

IN PRESENCE OF:

For Maa Kali Developers Makeder Chakrobord

SIGNATURE OF DEVELOPER/SECOND PARTY

Tapan Kimer Adhikari

Page 31 of 32

2. Jedorajit Muhrerja 40 - Anijit Muhreja Zoral Cortor, Sagardhanga Dwyapur-11

Drafted by:

(Somnath Banerjee)

Advocate, High Court at Calcutta

(Enrolment No. 866/WB/1990)



### Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





GRIPS P	yment Detail
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GRIPS Payment ID:

030320232032014778

Payment Init. Date:

03/03/2023 14:15:10

Total Amount:

34025

No of GRN:

COLE

Bank/Gateway:

SBI EPay

Payment Mode:

SBI Epay

BRN:

1592251700937

**BRN Date:** 

03/03/2023 14:15:53

Payment Status:

Successful

Payment Init. From:

Department Portal

### **Depositor Details**

Depositor's Name:

Mr SOMNATH BANERJEE

Mobile:

9333364555

### Payment(GRN) Details

Sl. No.

GRN

Department

Amount (₹)

1

192022230320147808

Directorate of Registration & Stamp Revenue

34025

Total

34025

IN WORDS:

THIRTY FOUR THOUSAND TWENTY FIVE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the

pages below.





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





A		-	
CDA	1000	Total Line	I o
GRN	Lize	4.36.6	ю

GRN:

BRN:

192022230320147808

GRN Date:

03/03/2023 14:15:10

CHL9140541

Gateway Ref ID:

GRIPS Payment ID:

Payment Status:

1592251700937

030320232032014778

Successful

Payment Mode:

Bank/Gateway:

SBI Epay

SBIePay Payment

Gateway

BRN Date:

Method:

Payment Init. Date:

Payment Ref. No:

03/03/2023 14:15:53

State Bank of India NB 03/03/2023 14:15:10

2000549799/9/2023

[Query No. \*/Query Year]

### Depositor Details

Depositor's Name:

Mr SOMNATH BANERJEE

Address:

HIGH COURT BAR ASSOCIATION

Mobile:

9333364555

Period From (dd/mm/yyyy): 03/03/2023 Period To (dd/mm/yyyy):

03/03/2023

Payment Ref ID:

Dept Ref ID/DRN:

2000549799/9/2023 2000549799/9/2023

### **Payment Details**

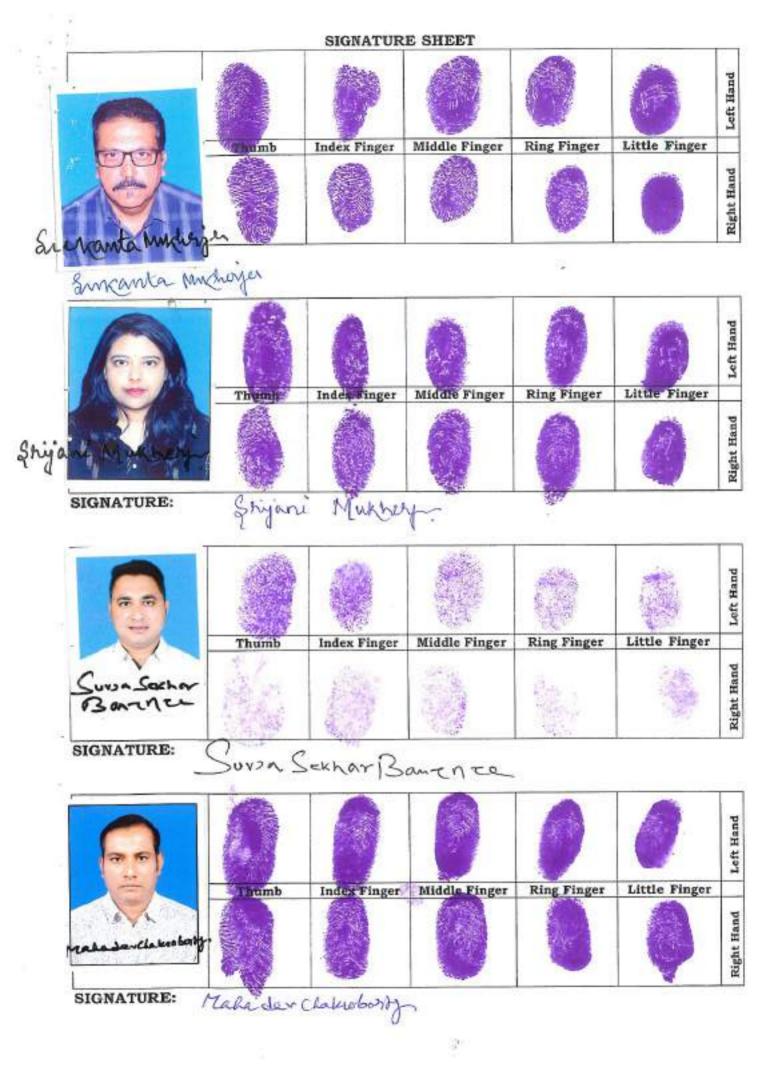
Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000549799/9/2023	Property Registration-Stamp duty	0030-02-103-003-02	9511
2	2000549799/9/2023	Property Registration- Registration Fees	0030-03-104-001-16	24514

Total

34025

IN WORDS:

THIRTY FOUR THOUSAND TWENTY FIVE ONLY.



### Major Information of the Deed

Deed No :	I-1901-01842/2023	Date of Registration	03/03/2023			
Query No / Year	1901-2000549799/2023	Office where deed is registered				
Query Date	28/02/2023 3:23:20 PM	A.R.A I KOLKATA, Di	strict; Kolkata			
Applicant Name, Address & Other Details	Somnath Banerjee High Court, Bar Association Rook Kolkata-700001,Thana: Hare Str Mobile No.: 9333364555, Status	reet, District : Kolkata, WEST E	BENGAL, PIN - 700001,			
Transaction	The state of the s	Additional Transaction				
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agree than Immovable Propert 24,50,000/-]	ement : 1], [4311] Other			
Set Forth value	ET BENEVICE WATER	Market Value	TRY BUSINESS			
		Rs. 85,56,543/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 10,011/- (Article:48(g))		Rs. 24,598/- (Article:E,	E, B)			
100		) from the applicant for issuing	the assement slip.(Urbai			

### Land Details:

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

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
-	LR-2002 (RS:-1649)	LR-1676	Bastu	Baid	3.1 Dec		110000000000000000000000000000000000000	Width of Approach Road: 76 Ft.,
L2	LR-2002 (RS:-1649)	LR-1874	Bastu	Baid	6.8 Dec		Victorial and Control of the	Width of Approach Road: 76 Ft.,
L3	LR-2002 (RS:-1649)	LR-6187	Bastu	Baid	6.7 Dec			Width of Approach Road: 76 Ft.,
		TOTAL :			16.6Dec	0 /-	85,56,543 /-	
	Grand	Total:			16.6Dec	0 /-	85,56,543 /-	

#### Land Lord Details:

SI No	Name,Address,Photo,Finger	orint and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Dr Sukanta Mukherjee (Presentant) Son of Late Harinarayan Mukherjee Executed by: Self, Date of Execution: 03/03/2023 , Admitted by: Self, Date of Admission: 03/03/2023 ,Place : Office	2330012		Sucanca muchy
		***************************************	03/03/2023	6302663
	Nagar, P.S:-Baguiati, Distric	t:-North 24-Parg rofessionals, Cit dividual, Execut	ganas, West Beng izen of: India, PA ed by: Self, Date	
2	Name	Photo	Finger Print	Signature
	Ms Srijani Mukherjee			

2	Name	Photo	Finger Print	Signature
	Ms Srijani Mukherjee Daughter of Dr Sukanta Mukherjee Executed by: Self, Date of Execution: 03/03/2023 , Admitted by: Self, Date of Admission: 03/03/2023 ,Place : Office			Soymi Muranying
	Therallows 4:	03/01/2023	03/03/2023	03/02/2023

DD 58/1, Narayan Tala East, Aswini Nagar, Baguiati, Kolkata, City:- Not Specified, P.O:- Aswini Nagar, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700159 Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.:: CIxxxxxx1D, Aadhaar No: 86xxxxxxxx2914, Status: Individual, Executed by: Self, Date of Execution: 03/03/2023, Admitted by: Self, Date of Admission: 03/03/2023, 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:

0	Name,Address,Photo,Finger print and Signature				
1	Name	Photo	Finger Print	Signature	
William St.	Mr Surja Sekhar Banerjee Son of Late Sunil Banerjee Date of Execution - 03/03/2023, , Admitted by: Self, Date of Admission: 03/03/2023, Place of Admission of Execution: Office			S.,,, Sun - B	
		Her 3 2023 4:36PM	LTI 93/93/2023	65/03/2023	

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.:: AQxxxxxxx2R, Aadhaar No: 61xxxxxxxxx5858 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 - 03/03/2023, , Admitted by: Self, Date of Admission: 03/03/2023, Place of Admission of Execution: Office			processor commension of
		Mar 3 2023 4:38PM	L19 83/93/2923	03/03/2023

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			Dolarge Da.
	03/03/2023	03/03/2023	03/03/2023

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Dr Sukanta Mukherjee	MAA KALI DEVELOPERS-3.1 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Dr Sukanta Mukherjee	MAA KALI DEVELOPERS-6.8 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	Ms Srijani Mukherjee	MAA KALI DEVELOPERS-6.7 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, Jl 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:শুকুৰারায়ৰ মুখোদাধ্যায়, Gurdian:জ্ঞানেকুৰাখ , Address:ৰিজ , Classification:বাইদ, Area:0.06700000 Acre.	Seller is not the recorded Owner as per Applicant.	
L2 LR Plot No:- 2002, LR Khatian No:- 1874		어머니의 아이들은 아이들은 아이들은 아이들은 아이들은 아이들은 아이들은 아이들은		
L3	LR Plot No:- 2002, LR Khatian No:- 6187	Owner:সুকার মুখার্কী, Gurdian:যরিবারায়ব , Address:বিজ , Classification:বাইদ, Area:0.06700000 Acre,	Seller is not the recorded Owner as per Applicant.	

#### On 03-03-2023

#### 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 16:28 hrs on 03-03-2023, at the Office of the A.R.A. - I KOLKATA by Dr Sukanta Mukherjee , 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 85.56.543/-

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

Execution is admitted on 03/03/2023 by 1. Dr Sukanta Mukherjee, Son of Late Harinarayan Mukherjee, DD 58/1, Narayan Tala East, Aswini Nagar, Baguiati, Kolkata, P.O: Aswini Nagar, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Professionals, 2. Ms Srijani Mukherjee, Daughter of Dr Sukanta Mukherjee, DD 58/1, Narayan Tala East, Aswini Nagar, Baguiati, Kolkata, P.O: Aswini Nagar, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Advocate

Indetified 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 03-03-2023 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

Indetified 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 03-03-2023 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

Indetified 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 24,598.00/- (B = Rs 24,500.00/- ,E = Rs 14.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 24.514/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2023 2:15PM with Govt. Ref. No: 192022230320147808 on 03-03-2023, Amount Rs: 24,514/-, Bank: SBI EPay (SBIePay), Ref. No. 1592251700937 on 03-03-2023, Head of Account 0030-03-104-001-16

rayment or oramp bury

Certified that required Stamp Duty payable for this document is Rs. 10,011/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 9,511/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 482, Amount: Rs.500.00/-, Date of Purchase: 02/03/2023, Vendor name: S CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2023 2:15PM with Govt. Ref. No: 192022230320147808 on 03-03-2023, Amount Rs: 9,511/-, Bank: SBI EPay (SBIePay), Ref. No. 1592251700937 on 03-03-2023, Head of Account 0030-02-103-003-02

July

Pradipta Kishore Guha
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2023, Page from 69958 to 70002

being No 190101842 for the year 2023.



Digitally signed by pradipta kishore guha
Date: 2023.03.08 16:18:39 +05:30
Reason: Digital Signing of Deed.

Jeluly

(Pradipta Kishore Guha) 2023/03/08 04:18:39 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA West Bengal.

(This document is digitally signed.)