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A.D.S.R. Durgapur
Paschim Bardhaman

09 SEP 2024

DEVELOPMENT AGREEMENT
OR
CONSTRUCTION AGREEMENT

THIS DEVELOPMENT AGREEMENT OR CONSTRUCTION AGREEMENT is made before the Additional District Sub-Registrar Office at Durgapur on this 9th day of September, 2024,

BETWEEN

1. **Mrs. RINA CHAKRABORTY, PAN No. - AMNPC2011J, AADHAAR No. - 9640 0931 9112**, Wife of Late SHIBCHARAN CHAKRABORTY, Daughter of Amulya Ganguly, Resident of LS-(N) Security Camp, Durgapur R.E. College, P.O. & P.S.- Durgapur, District - Paschim Bardhaman, West Bengal, India, PIN - 713209, Sex: Female, By Caste: Hindu, Occupation: Housewife, Citizen of India; and
2. **Mrs. SADHANA SARKAR, PAN No. - HHKPS4361E, AADHAAR No. - 9606 7005 1991**, Wife of SAILEN SARKAR, Resident of S.S - 41, Srinagar Pally, P.O. & P.S.- Durgapur, District - Paschim Bardhaman, West Bengal, India, PIN - 713213, Sex: Female, By Caste: Hindu, Occupation: Housewife, Citizen of India;

hereinafter referred to and called as hereinafter called and referred to as **LAND OWNERS** or **VENDOR** or the **FIRST PARTY** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **ONE PART**

AND

MANALI CONSTRUCTION [PAN No. - ANGPD2521C,], having its Registered Office at B/19, Arvil Park, Fuljhore, Holding No. 54/N, P.O. - Durgapur, P.S. - New Township, District - Paschim Bardhaman, PIN Code - 713206, State - West Bengal, India; Head office at Sonamukhi, P.S. - Sonamukhi, District - Bankura, PIN Code - 722207; **being represented by its sole proprietor Sri SHYAMAL DUTTA [PAN No. - ANGPD2521C & Aadhaar - 6527 8942 2637],** Son of Late Shanti Ranjan Dutta, by Occupation - Business, Nationality - Indian, Residing at 11/35, SEPCO Township, B-zone, Near Kali Mandir, P.O. & P.S. - Durgapur, District - Paschim Bardhaman, PIN Code - 713205, State - West Bengal, India;

hereinafter referred to as the **"DEVELOPER" or SECOND PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors or successor-in-office, legal representatives, executors, administrators and/or assigns) of the **OTHER PART**.

WHEREAS the **LAND OWNERS** or **VENDOR** or the **FIRST PARTY** are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of **BASTU / BAID** land or premises or the property admeasuring about more or less **8 (Eight) Decimal**, being situated at District - Paschim Bardhaman formerly Burdwan, Additional District Sub-Registry Office & Sub-Division - Durgapur, Durgapur Municipal Corporation, Ward No. - 20, Holding No. - 903/N & 901/N, P.S. - Durgapur, Mouza - Bhiringi, J.L. No. - 119, PIN Code - 713213,

Sch No.	Plot Number	Khatian Number	Land Use		Area of Land	Land Owner(s)	Sale Deed Number
			Proposed	ROR			
L1	L.R. - 4459	LR - 10684	Bastu	Baid	3 (Three) Decimal	Mrs. RINA CHAKRABORTY	1- 3348 / 1992
L2	L.R. - 4459	LR - 10018	Bastu	Bastu	5 (Five) Decimal	Mrs. SADHANA SARKAR	1- 713 / 1989
GRAND TOTAL :					8 (Eight) Decimal		

Total Land = 8 (Eight) Decimal, hereinafter called the "**SCHEDULE PROPERTY**" (**LAND**), which was duly purchased by the present Land Owners (Mrs. RINA CHAKRABORTY & Mrs. SADHANA SARKAR) from respective Land Owners as per above respective registration sale Deed and they duly muted the Schedule mention property in their own name and the present Land Owners have hold and possessed the schedule land area more particularly described in the below mentioned Schedule Property.

WHEREAS the LAND OWNER serial number - 1 (**Mrs. RINA CHAKRABORTY**) has been purchased all the piece and parcel of the "**SCHEDULE PROPERTY**" from Sri Ranjit Kumar Kundu son of Late Rajendra Nath Kundu of Srinagar Pally, Durgapur - 713213 by virtue of a Sale Deed being No. - 1 - 3348 for the year 1992 dated 13.05.1992 before the office of A.D.S.R. Durgapur.

AND previously said Sri Ranjit Kumar Kundu son of Late Rajendra Nath Kundu of Srinagar Pally, Durgapur - 713213, purchased the L1 of the SCHEDULE LAND from 1) Smt. Bhendu Bala Ghosh, 2) Sri Lalu Ghosh and 3) Sri Bhelu Ghosh of Bhiringi, Durgapur - 713213, on 03/05/1989 by virtue of a Sale Deed being No. - 1-3162 / 1989.

AND WHEREAS in respect of the L1 of the SCHEDULE LAND the Certificate of Mutation / Parcha dated 09/12/2013 has been issued by the Revenue Officer, Block Land & Land Reforms Office, Faridpur - Durgapur, District - Paschim Bardhaman in favour of the LAND OWNER serial number - 1 (**Mrs. RINA CHAKRABORTY**).

AND WHEREAS the LAND OWNER serial number - 2 (**Mrs. SADHANA SARKAR**) has been purchased all the piece and parcel of the "**SCHEDULE PROPERTY**" from 1) Smt. Bhendu Bala Ghosh, 2) Sri Lalu Ghosh and 3) Sri Bhelu Ghosh of Bhiringi, Durgapur - 713213 by virtue of a Sale Deed being No. - 1 - 713 for the year 1989 dated 03.02.1989 before the office of A.D.S.R. Durgapur.

AND previously said 1) Smt. Bhendu Bala Ghosh, 2) Sri Lalu Ghosh and 3) Sri Bhelu Ghosh of Bhiringi, Durgapur - 713213, purchased the L2 of the SCHEDULE LAND in the year 1988 by virtue of a Sale Deed being No. - 1-4715 / 1988.

AND WHEREAS in respect of the L2 of the SCHEDULE LAND the Certificate of Mutation / Parcha dated 04/11/2015 has been issued by the Revenue Officer, Block Land & Land Reforms Office, Faridpur - Durgapur, District - Paschim Bardhaman in favour of the LAND OWNER serial number - 2 (**Mrs. SADHANA SARKAR**).

AND WHEREAS previously, the Land owners and the other Developer ("SHYAM DEVELOPERS") have entered into a Development Agreement dated 30.04.2024 duly registered being No. 1 230604454 for the year 2024, in Book - I, Volume number 2306-2024, Page from 82392 to 82431 before the A.D.S.R. Durgapur dated 30.04.2024 and the said Deed of Development Agreement is hereby stand cancelled by the Deed of Cancellation or Declaration being No - ~~1~~.....09503..... dated 09.09.2024 and now this Development Agreement is being made afresh.

AND WHEREAS two land owners (Mrs. RINA CHAKRABORTY & Mrs. SADHANA SARKAR) is being situated side by side, therefore, contiguous land amalgamated as total land measuring about **8 (Eight) Decimal** (more or Less) of land area (L-1 & L-2) situated at Mouza - Bhiringi, J.L. No. - 119, PIN Code - 713213, under the jurisdiction of Durgapur Municipal Corporation within Holding No. - 903/N (Mrs. RINA CHAKRABORTY) & 901/N, (Mrs. SADHANA SARKAR) P.S. - Durgapur, District - Paschim Bardhaman formerly Burdwan, West Bengal, India, Therefore, total land measuring about **8 (Eight) Decimal** (more or Less) of land area (L-1 & L-2) which elaborately mention in the "**SCHEDULE PROPERTY**" (LAND),

AND WHEREAS, the Land Owners have desired to develop the Schedule Property by construction of a Multi-storeyed Building Complex Compound upto maximum limit of floor consisting of so many flats, parking space, shops and amenities for residential feature and provide many others daily needs to pleasantness the inhabitants in their modern lifestyle inside the said compound as residential aspect.

AND WHEREAS, for the above aspiration, the Land Owners has been searched a new Developer to develop the land more particularly described in the below mentioned Schedule Property into a Multi-storeyed Building Complex Compound to the Residential accommodation with a residential benefit.

AND WHEREAS, this Development Agreement is being made afresh between the Land Owners (Serial No. 1. Mrs. RINA CHAKRABORTY and Serial No. 2. Mrs. SADHANA SARKAR) and the Developer as "**MANALI CONSTRUCTION**".

AND WHEREAS, the "**MANALI CONSTRUCTION**" herein have approached the Land Owners with an intention to develop the said property of the Land Owners and pursuant to the negotiations by and between the parties hereto and subject to the necessary approval being granted by the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 which approval/sanction is agreed to be persuaded by the Developers at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the Durgapur Municipal Corporation which responsibility is agreed to be shouldered by the Developers herein as a result of which hereof the Land Owners are desirous of appointing the Developers as develops of the said property by erecting new Multi-storeyed Building Residential Complex compound thereon, more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions hereinafter appearing:

AND WHEREAS, the Developer or the SECOND PARTY is a Proprietorship Firm and the said Developer firm has already earned credential and experience over various project of Multi-storeyed Building (Housing) Complex.

AND WHEREAS, the Developer accepts the proposal of the Land Owners to develop the said Schedule Property by erecting new Multi-storeyed Building Residential Complex Compound (as per approved Plan).

AND WHEREAS, the Land Owner and Developer has mutually agreed that the name of the Multi-storeyed Building Complex for Residential purposes is "**HARA KUSUM APARTMENT PHASE - 30**" more particularly described in the Schedule hereunder.

AND WHEREAS the Land Owners shall also execute a Development Power of Attorney by appointing the "**MANALI CONSTRUCTION**" for obtaining all sanctions clearances and permissions and for doing all necessary acts, deeds and things for developing and ancillary works thereto in respect of the said property and all costs and expenses in connection with the same will be borne and paid by the Developer.

NOW WHEREAS BOTH THE PARTIES are cordially related to each other and after deep deliberation they made this present deed and it is here by mutually agreed to avoid future disagreement amongst the parties to have an instrument in writing AND THIS AGREEMENT WITNESSETH and it is mutually agreed by and between the parties as follows:

ARTICLE-I

DEFINITION

Unless this presents it is repugnant or inconsistent with:

1. **LAND OWNERS** shall mean the Land Owners mentioned in this indenture hereinabove and/or its successors, legal representative, heirs, executors, administrators and assigns.
2. **"DEVELOPER"** or the **SECOND PARTY** shall mean "M/s. MANALI CONSTRUCTION" being represented by its sole proprietor Sri SHYAMAL DUTTA as mentioned in this indenture hereinabove and/or its heirs, successors, Successor-in-office, legal representative, executors, administrators, nominees, liquidator and/ or assigns.
3. **PROPERTY** shall mean all the land premises mentioned in the Schedule hereunder written within the limits of the Durgapur Municipal Corporation, District - Paschim Bardhaman, and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line which more particularly described in the below mentioned Schedule Property.
4. **BUILDING** means the Multi-storeyed Building Residential Complex of high rise thereon (as per approved Plan) namely "**HARA KUSUM APARTMENT - 30**" for residential purposes only to be constructed on the schedule property in accordance with the plan to be sanction by the Durgapur Municipal Corporation in the name of the Land Owner and the cost, fees, responsibilities, construction charges and expenses shall carried by the Developer hereinafter.
5. **BUILDING PLAN** shall mean approved drawing sketch or plan of the residential cum residential project of building to be sanctioned by the

Durgapur Municipal Corporation in accordance with the building rules in the name of the Land Owners and it shall also include variation, modification, alteration thereon may be made by the Land Owners as an amendment plan and all revision, renewals and extensions thereon if any may be made by the Land Owners as a revised plan and the cost responsibilities or the construction charges and expenses will be provide by the Developer.

6. **ARCHITECT** shall mean person or firm to be appointed or nominated by the Land Owners and the Developer to made drawing sketch or plan of the residential cum residential project for Construction of the proposed building.
7. **ADVOCATE** shall mean person knowing about law and legal matter or legal firm to be appointed or nominated by the Land Owners and the Developer for prepare and maintain of legal matters and registration process.
8. **CHARTER ACCOUNTANT** shall mean person knowing about law, accountant and legal matter or legal firm to be appointed or nominated by the Land Owners and the Developer for prepare and maintain of legal matters and registration process.
9. **TRANSFER** arising as grammatical variant or shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer or space/flat in multi-storied building to the intending purchaser and/or purchasers thereof save and expect the Land Owners' and Developer's allocation hereinafter special referred to.
10. **TRANSFEREES** shall mean the person or body of individual, firm, limited, firm, association or persons to whom any space/flat in the building is proposed to be transferred on ownership basis for Residential purpose by a Deed Conveyance for a valuable consideration by the Land Owners and Developer jointly or the respective space/flat of the said building and/or otherwise.
11. **TIME** shall mean the Project construction shall be completed a total period of 2 (Two) years from the date of commencement of this agreement and if the Developer fail to deliver the land owner allocation within stipulated period then the Developer will pay the penalty to the Land owner which will amicably finalize by the Developer and the Land Owners jointly. If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant.
12. **COMMENCEMENT** This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.
13. **COVERED AREA** shall mean the plinth area of the building measuring at the floor level of the ground floor or any storied and as shall be computed by inclusion of the thickness of the internal and external walls.
14. **COMMON AREA** shall mean the area of the lobbies, staircase, landing and other portions of the building intended or required for ingress in and egress from any portion/flat or for providing free access to such

portion/flat for the use of the flats/rooms i.e. common Security person Quarters (if any), water pump room in the ground floor and open terrace of the top floor etc. as per sanctioned building plan or plans and/or as may be decided by the Developer in consultation with the Land Owners.

15. **COMMON PORTIONS** shall mean the common installation in the building for common use and utility i.e. plumbing, electrical, drainage, and other installations, fittings, fixtures and machinery which are not exclusive for any portion/flat.
16. **COMMON FACILITIES AND AMENITIES** shall include corridors, staircase, elevator, water pump, pump house, overhead tank, and such other facilities which may be mutually agreed upon by and between the parties and required for the location free enjoyment, maintenance, upkeep and/or proper management of the building.
17. **PROPORTIONATE** shall mean where it refers to the share of any purchaser(s) who shall be agreed to purchase or own any flat or portion in the New Building including the land or common area or parts then such proportionate shares shall be the same as to the covered area of the flats in the new building the Land Owners' area and where it refers to share of any rates/taxes, common expenses then such share of the whole shall be determined on the basis of which such rates/taxes as are being respectively levied.
18. **PROJECT** shall mean the development of land by construction of the proposed Multi-storeyed building Residential Complex Compound with a residential benefit in the name of "HARA KUSUM APARTMENT - 30" for selling of the flats/portion/parking of the Building.
19. **AMALGAMATION** shall mean the Developer has every right to purchase and/or develop the said schedule property of the Land Owners and has also every right to purchase and/or develop adjoining land or contiguous land of other land owners (person(s) or organization or company) with merge a vast plot of Land for the construction of a superstructure as per approved Plan of the Project namely "HARA KUSUM APARTMENT - 30". That the Land Owners or the First Party has not raised any objection in respect of amalgamation of the beside plot or adjoining plot or contiguous plot of land of the below mention Schedule Land Property for the construction of a superstructure and the Developer has every right to Develop the schedule land and its adjoining land / plot and/or contiguous plot of land of the below mention Schedule Land Property as per approved Plan.
20. **SINGULAR** shall include the plural and vice versa.
21. **MASCULINES** shall include the feminine and vice versa.
22. **HOLDING ORGANISATION** shall mean Association, Limited Firm or Co-operative or Registered Society that may be nominated or formed by the Land Owners/Developer.
23. **COMMON ELEMENTS** shall mean those limited common elements which are for the use COMMON ELEMENTS of or benefit of all the units as more fully and particularly described of all the units as more fully and particularly described in the SECOND SCHEDULE hereinafter written.

24. **ROOF** shall mean and includes the roof of the said building on the top of the terrace and the roof right will be exclusively belongs to the all flat owners.
25. **FLAT** shall mean and include covered area and super build up area of the respective flat where it refers to the share of any purchaser or purchasers who shall be agreed to purchase or own any flat or portion in the New Building including the land or common area or parts thereon.
26. **PARKING** shall mean and include 125 sq. ft. of build up area where it refers to the share of any purchaser or purchasers who shall be agreed to purchase or own any parking or portion in the New Building premises subject to purchaser or purchasers should be purchased the flat on the proposed building of the schedule property. (including the land or common area or parts thereon,
27. **SUPER BUILT UP AREA** shall mean Carpet area + Proportionate share of common area = Total Super built up area.
28. **ALLOCATION OF THE LAND OWNERS** shall mean that the Land Owners thereto in consideration of allowing the Developer to develop the said schedule landed property as stated in the First Schedule herein below by raising the development and construction of a Multistoried Building Complex over the said schedule landed property and this development Agreement proposed to any construction which is beneficial to Developer and as per the approve sanctioned plan of the Competent Authority and in lieu of which the Land Owners also taken benefit arising out of this Project namely "HARA KUSUM APARTMENT - 30", the Developer agreed that they shall be bound to handover or allot
1. That the Developer or the Second Party has agreed to provide following spaces as the Land Owner's Allocated area and spaces to the First Party or Land Owners within the proposed Multi-storeyed Building Residential Complex ("HARA KUSUM APARTMENT - 30") to be constructed over the below mention Schedule Property (Land) which detailed indication as follows:
- A. Land Owner's Allocated Flats**
- a. The Land Owner serial number 2 **Mrs. SADHANA SARKAR** as follows :-
- i. 2 (two) Flat/Apartment 2BHK Flat for i) Flat No. 2A (North - East), on the Second Floor, measuring about 492 Sq. Ft. Carpet area and 820 Sq. Ft. Super Build Up area and ii) Flat No. 3A (North - East), on the Third Floor, measuring about 492 Sq. Ft. Carpet area and 820 Sq. Ft. Super Build Up area in favour of Land Owner serial number 1 **Mrs. RINA CHAKRABORTY**, in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities & amenities of the said building and
- b. The Land Owner serial number 2 **Mrs. SADHANA SARKAR** as follows :-
- i. 1 (one) Flat/Apartment 1BHK Flat on the Ground Floor measuring about 400 Sq. Ft. more or less Super Build Up area in favour of Land Owner serial number 2 **Mrs. SADHANA SARKAR**, in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and

facilities & amenities of the said building and

- c. The Land owners shall not provide or pay any charges in respect of water connection cost and transformer installation for electricity.

B. Land Owner's Remuneration :-

- a) **The Developer and the Land Owner has agreed that there is no monetary transaction in lieu of this Development Agreement.** Accordingly, the Land Owner has not received any remuneration from the Developer.

29. **ALLOCATION OF THE DEVELOPER** shall mean ALL THAT area except Land Owners allocated area will be allocated in favour of the Developer in respect of the Super built up area raising the development and construction of a Multistoried Building Complex over the said schedule landed property and this development Agreement proposed to any construction which is beneficial to Developer and as such the Developer will be sell each and every unit / flat / parking to earn money which calculate on the basis of the Super built up area in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities of the said building.
30. **RERA** stands for **Real Estate Regulatory Authority** came into existence as per the Real Estate (Regulation and Development) Act, 2016 which aims to protect the home purchasers and also boosts the real estate investments. **RERA** shall mean here that the Land owners Serial No. 1 & 2 and the Developer and all the individual proposed Flat / Apartment buyers / purchasers have to be strictly following the guideline of the **RERA**.
31. **ADVERTISEMENT** shall mean that the Land owners do hereby allow and permit the Developer to display Advertisement / glow-sign board at project site or any other places at any time after execution of this Agreement. That the Developer with the consent of the Land Owners shall have liberty to generate funds by advertisements, selling, booking of the shops/ offices/ flats/ apartments / parking of the multistoried building proposed to be constructed on time over the said plot of land. The Developer or Board Meeting resolution as per fixation of booking Rate of the units/ flats, the Developer shall be entitled for booking of the units/ flats of the proposed construction of the building complex and to receive the payments in lieu of such sale/ booking of the units/ flats over the said schedule landed property in respect of the Developer portion except the Land Owners allocated Flat / Apartment.
32. **INTENDING BUYERS / PURCHASERS** shall mean that the Land Owners and the Developer shall have full liberty to sale of flat or built up spaces (i.e. apartments) out of the multistoried building proposed to be constructed on stipulated time period over the said plot of schedule land together with the undivided share and interest in the said plot of land to the intending buyers / purchaser and therefore the developer shall also have absolute right, power and authority to receive all moneys from such buyers being the agreed sale price thereof and to retain and appropriate the same.

ARTICLE-II

COMMENCEMENT AND FIELD OF THIS AGREEMENT

1. This agreement shall come into effect automatically and immediately on execution of these presents by and between the parties hereto subject to condition mentioned in the agreement.
2. Field of this Agreement means and include all acts & rules in connection with the promotion and implementation of the said project till the execution of Registered Deed of Sale or Conveyance or Transfer in favour of the forthcoming purchaser(s) or its nominee/nominees in terms of the Agreement to the respective fiat owner(s) portion in the proposed building together with undivided right, title and interest in the land of the said schedule property premises.

ARTICLE-III

LAND OWNERS' REPRESENTATION

1. That the Land Owners or the First Party or the One Part are absolutely seized, owned and possessed and sufficiently entitled to all those pieces or parcels of land proposed to use as Housing Complex or premises one of which is the property admeasuring more or less **8 (Eight) Decimal** more particularly described in the below mentioned Schedule Property.
2. That the Schedule Property is free from all sorts of encumbrances, attachments, charges, acquisition, requisition, legal flaws, claims, demands, dues, notices, religious or family disputes, legal proceeding in any court of law etc. in any nature whatsoever.
3. That the said Schedule Property is majorly own acquired property of the Land Owners.
4. The Land Owners has agreed to cooperate with the Developer for the construction of a superstructure on the land the said Schedule Property.
5. That the said Schedule Property is not affected by any Road Alignment.
6. That from this date of execution of this Development Agreement, the Land Owners or the First Party have not entered into any other agreement with any person in respect of the said Schedule Property or create any change on the said Schedule Property and during pendency of this agreement for development of the said Schedule Property; the First Party shall not enter into any agreement with any other Developer or Promoter whatsoever and all the previous deeds, documents and agreements if any in respect of the "Schedule Property" (the Land Schedule No. L-1 & L-2), have cancelled and non-effective from this deed of execution and/or not create any change in respect of the proposed Multistoried Building to be constructed by the Developer on the said Schedule Property.
7. That no notice of attachments, acquisition or requisition received from any competent authority in respect of the said Schedule Property.
8. That the land Owners has no embargo or outstanding dues in respect of Income Tax and/or the land Owners has not received any notice of attachments from the Income Tax Authority under the provisions of the Income Tax Act 1961.
9. That the Land Owners shall comply with all application(s) and requisitions for the purpose of development of the said property.

ARTICLE-IV**LAND OWNERS' RIGHT AND OBLIGATIONS AND REPRESENTATIONS**

1. The Land Owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said plot.
2. The Land Owners have absolute right and authority to develop the said plot of land.
3. The Land Owners will not carry any liability which has been created by the Developer by collecting money from any perspective buyers or by purchasing goods from different vendors during the construction and validity period of this agreement.

ARTICLE-V**DEVELOPER'S RIGHT AND RESPONSIBILITIES**

The scope of work envisaged to be done by the Developer hereunder shall include:

2. That the Developer accepts the proposal of the Land Owners to develop the said schedule property by erecting new Multi-storeyed Building Residential Complex cum residential complex thereon, more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions herein provided.
3. The Developer shall be erecting the earth and construction of new building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential use and shop can be constructed for residential use. The Developers' responsibility shall include coordinating with all other statutory authorities and to complete construction of the building as well as project on the strength of work, man power, including architect, engineer, plumbing, electrification, beautification, sanitary fittings and installation of other facilities and amenities to provide to the prospective purchaser(s).
4. All outgoings including others rates, taxes duties and other imposition by the Durgapur Municipal Corporation or other competent Authority in respect of the said property up to the date of execution of this agreement shall be paid by the Land Owners and thereafter all such taxes whatsoever shall be paid by the Developer.
5. All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.
6. The Developer under no circumstances is entitled to handover to any other developer leaving behind the instant agreement to take Loan or borrow any amount.
7. The Developer is/will entitled to take Loan or borrow any amount from any Nationalized Bank or any Private Bank or any financial institution in respect of the below mentioned Scheduled Property and in this transection the Developer has taken full responsibility and liability to repay the said Loan amount or borrowing amount. It is pertinent to mention here that the Land Owners has not taken any responsibility and liability to repay the said Loan

amount or borrowing amount of the Nationalized Bank or any Private Bank or any financial institution in respect of the below mentioned Scheduled Property.

8. That any person claiming under them shall not interfere, question, hinder, inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfilment of all obligations of the Developer towards the Land Owners.
9. The Developers will complete the construction of the building as well as project with the standard materials as would be available in market, good, proper and substantial more fully and particularly described in the Fourth Schedule hereunder written and in compliance with the said drawings and specifications as are contained in the said plan to be sanctioned by the Durgapur Municipal Corporation.
10. The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owners and to submit the same to the concerned authority in the name of the Land Owners at its own cost and responsibilities and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed New Building or project.
11. The Developer hereby undertakes to indemnify and keep indemnified to the Land Owners from and against any and all actions, charges, claims of any third party arising out of due to the negligence of noncompliance of any law, rules and regulations of the Durgapur Municipal Corporation or Government or any other Govt. or local bodies or authorities as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.
33. The Developer will complete the Project construction within a total period of 2 (Two) years from the date of commencement of this agreement and if the Developer fail to deliver the land owner allocation within stipulated period then the Developer will pay the penalty to the Land owner which will amicably finalize by the Developer and the Land Owners jointly. If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant.
34. The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the Land Owners indemnified.
35. The Developer shall obtain all necessary "No-Objection" certificates and procure "Completion Certificate" from all statutory and legal norms and keep the Land Owners indemnified.
36. That the Developer or the Second Party has agreed to provide following spaces as the Land Owner's Allocated area and spaces to the First Party or Land Owners Serial No. 1 & 2 within the proposed Multi-storeyed Building Residential Complex to be constructed over the below mention Schedule

Property (Land) which detailed indication in the Article - XXI of the Allocation of the Land Owners

ARTICLE-VI

CONSIDERATION

1. The intending purchaser(s) and two + one Flat / unit of the Land Owner's Allocated area and spaces shall have the right to use/enjoy the common areas and common facilities also of the building as described in the Schedule-II mentioned herein under together with other flat purchasers.
2. The Developers will make arrangement for obtaining completion certificate from the Durgapur Municipal Corporation and handover the same to the Land Owners within six months from the date of handing over the possession to the owners as well as to the prospective purchaser(s).
3. Right of sales/transfer of Owners allocation and rights to enter into agreement for sale/transfer by deed of Conveyance of Owners allocation to the prospective buyers of Owners allocation shall laying upon the individual Owner only.
4. Be it stated here that, besides the owners share, the Developer will entitled to get the balance portion of the Buildings with a right to sale to any intending buyer or buyers which the Developer deemed fit and proper.

ARTICLE- VII

PROCEDURE

1. The Land Owners shall execute a Registered Development Power of Attorney in favour of the Developer after completion of the Registered Development Agreement or Construction Agreement.
2. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the Developer till the separation of apportionment of the flats in question among all consumers or purchasers.

ARTICLE- VIII

POSSESSION

After obtaining conversion certificate from the respective authority, the Land Owners shall handover to the Developer the physical possession of the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of any person or persons claiming under them. The delivery of possession must be in writing and should be signed both the Land Owners and the Developer subject to prior payment of money to the claimants as mentioned hereinbefore.

ARTICLE- IX

BUILDING

1. The Developer will at its own cost and responsibilities and on the basis of specification as per sanctioned Building plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner a total period of 2 (Two) years from the date of commencement of this agreement and if the Developer fail to deliver the land owner allocation

within stipulated period then the Developer will pay the penalty to the Land owner which will amicably finalize by the Developer and the Land Owners jointly. If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant.

2. The Developer will install and erect pumps, underground water storage, overhead reservoirs, electrification, Generator Back-up and permanent electric connection from the WBSEB / WBSEDCL / DPL / DVC in the said Building at their own costs and until permanent electric connection is obtained, save and except the Security Deposit and Service charges will be paid for installation of new connection by WBSEB / WBSEDCL / DPL in the said Building.
3. The Developer shall at its own costs and expenses and without create any financial or other liability on the Land Owners, construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developer during the period of construction subject to the sanction of the appropriate Authority.
4. All cost, charges and expense relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land Owners shall have no liability whatsoever in this context.

ARTICLE - X

RATES AND TAXES

1. The Developer hereby undertakes and agrees to pay the Municipal tax, Holding Tax, water and other taxes as being paid by the Land Owners under this agreement till the development of the property from the date of taking over the possession.
2. On completion of the building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.
3. Goods and Services Tax (GST) will be applicable as per Government statue.

ARTICLE - XI

SERVICE AND CHARGES

1. On completion of the building and after possession of their respective allocated areas in the building, the Developer and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.
2. The service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other equipment or common use maintenance and general management of the building.
3. The Developer in consultation with the Land Owners and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management administration / maintenance and other schemes and as well Association of Owners of the respective flats as and when forms.

ARTICLE- XII**COMMON RESTRICTION**

1. The transferees and occupiers shall, in any event not use the allotted area as warehouse or go-down or storehouse and shall not store any inflammable or combustible articles/ materials, such as hide skin, plastic, kerosene, foreign liquor country spirit etc. which may cause fire hazard to the said building.
2. None of the transferees and occupiers shall demolish or permit to demolition of any of the structure in their allocated portion or any part thereof.
3. Subject to the Developer fulfilling its obligation and commitments as specified herein the time, the Land owners shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.

ARTICLE- XIII**LEGAL COMPLIANCE**

1. None it is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the appropriate acts, rules and statute purpose.

ARTICLE- XIV**OWNERS INDEMNITY**

The owners hereby undertake to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land Owners.

ARTICLE- XV**TITLE DEEDS**

The Developers shall preserved all original documents and the title deed/deeds and other allied papers related to the said land, at the time of execution of this agreement and the Developers shall delivered Xerox copy of all documents and the title deed/deeds and other allied papers related to the said schedule land against proper accountable receipt to the Land Owners. The Developers shall make available all original documents and the title deed/deeds for the purpose of verification of the Government Authority or Board of the Society or the Bank Authority or Bank's empanelment advocate as and when called for and without any hindrances.

ARTICLE- XVI**VALIDITY OF THE AGREEMENT**

1. The Project construction shall be completed a total period of 2 (Two) years from the date of commencement of this agreement and if the Developer fail to deliver the land owner allocation within stipulated period then the Developer will pay the penalty to the Land owner which will amicably finalize by the Developer and the Land Owners jointly. If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant. And thereafter this development agreement will stand cancelled/dismissed/terminated automatically.
2. Under Section 202 of Indian Contract Act will be taken into consideration in case of death of any of the Land Owners after execution of Development

Agreement.

3. This development agreement will not stand cancelled/dismissed/terminated. If the terms and condition of this Agreement will not fulfill or violate, then both parties amicably compliance the same within 15 days.

ARTICLE- XVII

FORCE MAJEURE

1. Force Majeure is herein defined as:
 - a. Any cause which is beyond the control of the Developer
 - b. Natural Phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.
 - c. Accidents and disruption including but not limited to fires, explosive or equipment and power shortage.
 - d. Transportation delay due to force majeure of accidents.
 - e. Pandemic or Epidemic or Lockdown (Govt. Notification or circular) etc.
2. The Developer and/or land owners shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or owner mutually agree to extent time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and Land Owners.

ARTICLE- XVIII

JURISDICTION

Courts of Durgapur along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these present between the parties hereto including specific performance of contract.

ARTICLE- XIX

GENERAL CONDITIONS

1. All appendices in this agreement are integral parts of this agreement.
2. All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties in presence of two witnesses and counter signed by the Advocate.

ARTICLE- XX

DEVELOPERS INDEMNITY

The Developer hereby undertakes to keep the Owners indemnified from and against all third parties' claims action arising out of any part or act of commission of the Developer in or relating to the construction of the said residential building complex.

ARTICLE- XXI

ALLOCATION OF THE LAND OWNERS

ALLOCATION OF THE LAND OWNERS shall mean that the Land Owners thereto in consideration of allowing the Developer to develop the said schedule landed property as stated in the First Schedule herein below by raising the development and construction of a Multistoried Building Complex over the said schedule landed property and this development Agreement proposed to any construction which is beneficial to Developer and as per the approve sanctioned plan of the Competent Authority and in lieu of which the Land Owners also taken benefit arising out of this Project namely "HARA KUSUM APARTMENT - 30" the Developer agreed that they shall be bound to handover or allot

1. Land Owner's Allocated Flats

a. The Land Owner serial number 2 **Mrs. SADHANA SARKAR** as follows :-

- i. 2 (two) Flat/Apartment 2BHK Flat for i) Flat No. 2A (North - East), on the Second Floor, measuring about 492 Sq. Ft. Carpet area and 820 Sq. Ft. Super Build Up area and ii) Flat No. 3A (North - East), on the Third Floor, measuring about 492 Sq. Ft. Carpet area and 820 Sq. Ft. Super Build Up area in favour of Land Owner serial number 1 **Mrs. RINA CHAKRABORTY**, in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities & amenities of the said building and

b. The Land Owner serial number 2 **Mrs. SADHANA SARKAR** as follows :-

- i. 1 (one) Flat/Apartment 1BHK Flat on the Ground Floor measuring about 400 Sq. Ft. more or less Super Build Up area in favour of Land Owner serial number 2 **Mrs. SADHANA SARKAR**, in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities & amenities of the said building and

c. The Land owners shall not provide or pay any charges in respect of water connection cost and transformer installation for electricity.

2. Land Owner's Remuneration :-

- b) **The Developer and the Land Owner has agreed that there is no monetary transection in lieu of this Development Agreement.** Accordingly, the Land Owner has not received any remuneration from the Developer.

ARTICLE- XXII

ALLOCATION OF THE DEVELOPER

ALLOCATION OF THE DEVELOPER shall mean ALL THAT area except Land Owners allocated area will be allocated in favour of the Developer in respect of the Super built up area raising the development and construction of a Multistoried Building Complex over the said schedule landed property and this development Agreement proposed to any construction which is beneficial to Developer and as such the Developer will be sell each and every unit / flat / parking to earn money which calculate on the basis of the Super built up area in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities of the said building.

ARTICLE- XXIII

MISCELLANEOUS

1. The Land Owners and the Developer herein entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe the Developer and the Land Owner but as joint Development Agreement between the parties hereto.

2. Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land Owners if delivery by hand and duly acknowledge and/or sent by prepaid registered post with acknowledgement due and shall likewise any notice require to be given by the Land Owners shall be deemed without prejudice of the owner mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.
3. There is no existing agreement regarding the development and/or the sale of the said plot of land and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners and the conforming hereto both hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises except the Developer herein.
4. Each terms of this agreement shall be consideration for the other terms.
5. Lift shall be installed for the use of the owners of the flats positively.
6. It is agreed that the Land Owners may be purchase any land which is connected/adjacent to the schedule property and the Developer shall be given No-objection to develop the said land also with a view to an amendment development agreement. The Developer may develop comprising the land taken from the Land Owners and schedule premises taken from the Land Owners and schedule premises may be used for entry/exit purpose to other lands acquired from the Land Owners.
7. The Developer has every right to purchase and/or develop the said schedule property of the Land Owners and has also every right to purchase and/or develop adjoining land or contiguous land of other land owners (person(s) or organization or company) with merge a vast plot of Land for the construction of a superstructure as per approved Plan of the Project namely "HARA KUSUM APARTMENT - 30". That the Land Owner or the First Party has not raised any objection in respect of amalgamation of the beside plot or adjoining plot or contiguous plot of land of the below mention Schedule Land Property for the construction of a superstructure and the Developer has every right to Develop the schedule land and its adjoining land / plot of the below mention Schedule Land Property as per approved Plan.
8. That the Land Owner or the First Party has not raised any objection in respect of amalgamation of the beside plot or adjoining plot or contiguous plot of the below mention Schedule Land Property for the construction of a superstructure and the Developer has every right to Develop the schedule land and its adjoining land / plot of the below mention Schedule Land Property.
9. The Developers shall be liable to pay all charges and deposits for obtaining sewer, Water and Electricity connections and meters in the proposed building.
10. **No right, title of the scheduled property (First Schedule as Land) is transferred in favour of the Developer by virtue of this Development Agreement.**

Handwritten signature and initials, possibly 'S. K. S.' or similar, written in dark ink.

FIRST SCHEDULE ABOVE REFERRED TO:
(LAND)

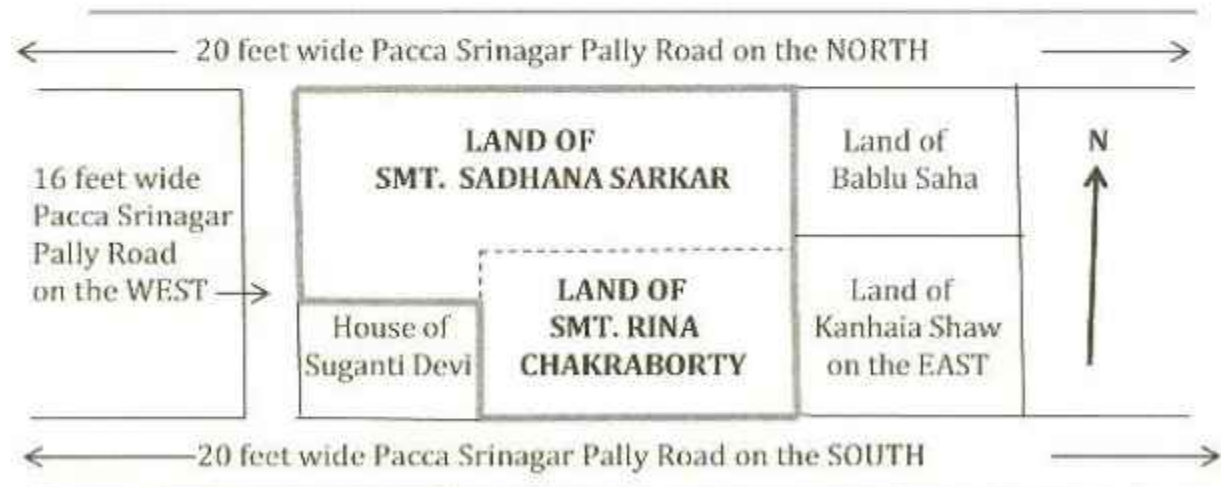
all those pieces or parcels of **BASTU / BAID** land or premises or the property admeasuring about more or less **8 (Eight) Decimal**, being situated at District - Paschim Bardhaman formerly Burdwan, Additional District Sub-Registry Office & Sub-Division - Durgapur, Durgapur Municipal Corporation, Ward No. - 20, Holding No. - 903/N & 901/N, P.S. - Durgapur, Mouza - Bhiringi, J.L. No. - 119, PIN Code - 713213,

Sch No.	Plot Number	Khatian Number	Land Use		Area of Land	Land Owner(s)	Sale Deed Number
			Proposed	ROR			
L1	L.R. - 4459	LR - 10684	Bastu	Baid	3 (Three) Decimal	Mrs. RINA CHAKRA-BORTY	1 - 3348 / 1992
L2	L.R. - 4459	LR - 10018	Bastu	Bastu	5 (Five) Decimal	Mrs. SADHANA SARKAR	1 - 713 / 1989
GRAND TOTAL :					8 (Eight) Decimal		

ROR of Total Land = 8 (Eight) Decimal within the limits of Durgapur Municipal Corporation and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line and bounded of follows :-

- On the North** : 20 feet wide Pacca Srinagar Pally Road
On the South : 20 feet wide Pacca Srinagar Pally Road
On the East : Land of Kanhaia Shaw & Bablu Saha
On the West : 16 feet wide Pacca Srinagar Pally Road & House of Suganti Devi

ROUGH SKETCH AS LOCATION OF THE FIRST SCHEDULE LAND
(NOT IN SCALES)



SECOND SCHEDULE ABOVE REFERRED TO:
Common Uses

1. Staircase on all floors.
2. Staircase landing on all floors.
3. Common passage and lobbies on the ground floor.

4. Water tank, water pump, water pipe line and all other common plumbing installations.
5. Septic tank and sanitary line installations.
6. Common electrical wirings, fittings and fixture.
7. Drainage and sewers.
8. Pump set for lifting water to overhead water tank.
9. Firefighting system installation.
10. Boundary wall and main gates.
11. Such other common parts, area, equipment, installations, fixtures, fittings and spaces on or about the said buildings as are necessary for passage to or use and occupancy of the said flats in common and as may be specified and/or determined from time to time to be common parts after constructions and completion of the said building but excluding the roof and/or terrace and covered and uncovered car parking space and areas.
12. Lift facility on all floors.
13. Garret room on top floor and lift machine room & security room on ground floor.
14. Roof of the building.

THIRD SCHEDULE ABOVE REFERRED TO:

General Specification of the Building

- A. **FOUNDATION:** R.C.C. Column foundation and R.C.C. Framed structure based on individual columns from ground to top floor.
- B. **WALL:** 8" thick brickwork for outside wall and 3" thick Brick work all inside walls.
- C. **PLASTERING:** Sand Cement Mortar Plaster on inside and outside walls, ceiling etc.
- D. **DOORS:** on standard size fitting with handle and one household, one ring and one bolt for each of the inside flash door. The PVC frame with Pella will be fitted with each kitchen and toilet.
- E. **WINDOWS:** Iron glass Panel including Glass of 3mm thick and M.S. Grill.
- F. **KITCHEN:** Black stone over platform with a Black stone sink fitted with one Babcock point and 2'-0" height over oven platform also with white local glaze tiles finishing.
- G. **TOILET:** Tiles on Floor and Dado up to 5'-0" height finished with local glaze tiles. One Indian Type water close white local pan for single toilet and one Extra English type commode only W.C.. If provided, including P.V.C. Lowdown white local cistern, one C.P. Babcock point one C.P. Shower point shall be provided in each toilet
- H. **FLOORING:** In general flooring of Tiles in all bed rooms, drawing-cum-dining room, kitchen, toilet and etc.
- I. **DINNING/DRAWING:** One white local washbasin.
- J. **PLUMBING SANITATION:** Blue P.V.C. pipe to be used for outer and inner water connection as concealed works and P.V.C. Hedonist sanitary pipes and Fittings will be provided
- K. **ELECTRIC:** All wiring will be concealed up to and two lights, one fan and one 5 amp plug points in each bed room and one light and one exhaust fan points in each kitchen and two lights, one fan, one 5 amp plug in each

Signature

Drawing-cum-dining room and one light point in each Toilet will be provided.

- L. **PAINTING:** Plaster of Paris will be provided on Inner sidewalls & ceiling of flats and to the outer walls of the Building will be finished with snow cream.
- M. **WATER SUPPLY:** water supply will be provided by Durgapur Municipal Corporation with pumps through overhead reservoir.
- N. **COMMON FACILITIES:** Septic Tank, Water Supply Arrangements, Path ways, Lift, Boundary wall, Roof, meter space and other as stated hereinabove.
- O. **LIFT DETAILS:** One (1 set) semi-automatic lift with SS body as per approved plan.
- P. **ELECTRIC METER:** Charges of procurement of Main Electric Meter will be provided on separately by the individual flat owners and the landowners. In case of installation of Transformer, the costs of the same are also to be borne by all flat owners and all the charges for the same will be paid proportionately.
- Q. **EXTRA WORK:** Any extra work viz. difference costs of site mosaic and enable, 3/4th part of balcony grill, costs of collapsible gate and other works then developer's standard specification given, hereinabove shall be treated as extra work and such amount will be paid by all proposed flat owners before the execution of the work. The rates of extra work will be at per prevailing market price to be decided by the Developer & Land Owners. No outside work of the individual flat will be allowed for doing the said extra work (s).

FOURTH SCHEDULE REFERRED TO ABOVE SHOULD BE BORN BY THE FLAT OWNER(S)

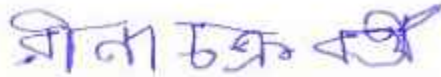
[Maintenance Charges]

- I. Repairing, rebuilding, repainting, improving or other treating of Boundary walls, Building/s, Security Room & etc.
- II. Repairing, rebuilding of Garden & Roads, Ground, Drainage, Sewerage and etc.
- III. Repairing of Lift, Generator, community electric wiring. Electrical equipment & fittings and purchasing of new Lift, Generator, electrical equipment & fittings.
- IV. Repairing, rebuilding of underground & overhead water tank, pump, pipe line for water supply.
- V. Electric charges for all common areas.
- VI. Salary and wages of staff of maintenance.
- VII. BL & LRO rent & Municipality Taxes including Holding Taxes/Panchayat taxes for individual Flat/plot and all common parts situated at the above mentioned schedule property.

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of all the Land Owners and the Developer are attested in additional pages in this Deed being nos. 1(A) 1 page i.e. in total 1 number of pages and these will be treated as a part of this deed.

IN WITNESS WHERE OF THE OWNERS AND THE DEVELOPER here in above named have hereto set their respective hands and signed this DEED at Durgapur on the date, month and year hereinabove first above written in presence of witnesses mentioned herein below.

SIGNED AND DELIVERED by the LAND OWNER NO. 1 In presence of:



(Mrs. RINA CHAKRABORTY)

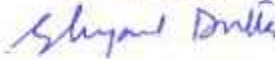
SIGNED AND DELIVERED by the LAND OWNER NO. 2 In presence of:



(Mrs. SADHANA SARKAR)

SIGNED AND DELIVERED by the DEVELOPER in presence of:

Manali Construction



Proprietor

(Sri SHYAMAL DUTTA, proprietor of MANALI CONSTRUCTION)

WITNESS in presence of:

1. **Mr. NIMAI CHANDRA DAS**

Son of Late Tarapada Das

Resident of Village & P.O:- Gourbazar,

P.S:- Faridpur, District:- Paschim Bardhaman,

West Bengal, India, PIN Code :- 713381.



2. **Mr. SANTANU BASU**

Son of Late SATYADAS BOSE

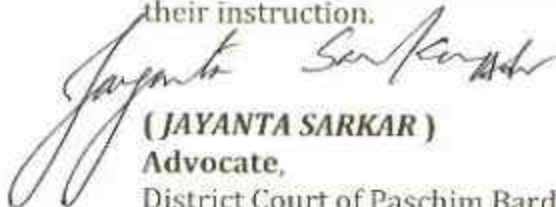
Resident of 4, No. Bose Road, P.O:- Burdwan,

P.S:- Burdwan, District:- Purba Bardhaman,

West Bengal, India, PIN:- 713101



Drafted & Printed at my office to perused the Records & Documents & I read over & Explained in Mother Languages to all parties to this deed and all of them admit that the same has been correctly written as per their instruction.



(JAYANTA SARKAR)

Advocate,

District Court of Paschim Bardhaman & Durgapur Court.

Enrolment No. = WB/65/1992 of West Bengal Bar Council.

হস্তাঙ্গুলীর টিপ ছাপ ও ফটো/Fingers Print & Photo

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



সান্না চন্দ্রিকা

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

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

স্বাক্ষর
Signature

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



Sadhana Sarker

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

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

স্বাক্ষর
Signature

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



Shyamt Datta

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

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

স্বাক্ষর
Signature

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

ফটো

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

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

স্বাক্ষর
Signature

DETAILS OF IDENTIFIER WITH PHOTO

(শনাক্তকারীর সচিত্র বিবরণ)

1. Name of Identifier (শনাক্তকারীর নাম): Nimai chandra Das
2. Father / Husband Name (পিতা/স্বামীর নাম): Tara Das Das
3. Occupation (পেশা): Law clerk
4. Permanent Address (স্থায়ী ঠিকানা)
 Village/Town (গ্রাম): Tourbar
 Post Office (পোস্ট অফিস): Tourbar
 Police Station (থানা): Fakirpur
 District (জেলা): Paschim Bardhaman State (রাজ্য): N.B PIN 713381
5. Relationship with Seller (দলিলের বিক্রেতা / দাতাগণের সহিত সম্পর্ক): Client
6. Aadhar No: 5085 2156 1907 OR
 Pan: OR
 Epic No: OR

আমি (শনাক্তকারী)..... অত্র দলিলের (Query No/Year)
 বিক্রেতা / দাতা গনকে শনাক্ত করিলাম।

I, Nimai chandra Das as identifier am identifying
 the executants of the concerned deed (Query No / Year) 2602384999 / 2024

ছবি সহ দশ আঙ্গুলের টিপ ছাপ

Left Hand বাম হাত						
	Thumb বুড়াসুঁ	1st Finger ডাঙনী	Middle মধ্যমা	Ring আঙ্গুলিকা	Small Finger কনিষ্ঠা	
Right Hand ডান হাত						

Nimai chandra Das

Date

Identifier Signature
 (শনাক্তকারীর স্বাক্ষর)



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



192024250199119168

GRN Details

GRN:	192024250199119168	Payment Mode:	SBI Epay
GRN Date:	09/09/2024 12:48:49	Bank/Gateway:	SBlePay Payment Gateway
BRN :	9718800713855	BRN Date:	09/09/2024 12:49:01
Gateway Ref ID:	IGARULMDY0	Method:	State Bank of India NB
GRIPS Payment ID:	090920242019911915	Payment Init. Date:	09/09/2024 12:48:49
Payment Status:	Successful	Payment Ref. No:	2002384999/2/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr SHYAMAL DUTTA
Address:	SEPCO TOWNSHIP DURGAPUR 5
Mobile:	7501639622
Period From (dd/mm/yyyy):	09/09/2024
Period To (dd/mm/yyyy):	09/09/2024
Payment Ref ID:	2002384999/2/2024
Dept Ref ID/DRN:	2002384999/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002384999/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	6910
2	2002384999/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	14
Total				6924

IN WORDS: SIX THOUSAND NINE HUNDRED TWENTY FOUR ONLY.

Major Information of the Deed

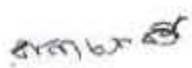
Deed No :	I-2306-09506/2024	Date of Registration	09/09/2024
Query No / Year	2306-2002384999/2024	Office where deed is registered	
Query Date	08/09/2024 6:58:11 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	JAYANTA SARKAR Durgapur Court, Durgapur - 16, Thana : New Township, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 7501639622, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
	Rs. 55,75,760/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Srinagar Pally Party Office Road, Mouza: Viringl, Ward No: 20 JI No: 119, Pin Code : 713213

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-4459 (RS :-)	LR-10684	Bastu	Bald	3 Dec		20,90,910/-	Width of Approach Road: 56 Ft., Adjacent to Metal Road,
L2	LR-4459 (RS :-)	LR-10018	Bastu	Bastu	5 Dec		34,84,850/-	Width of Approach Road: 56 Ft., Adjacent to Metal Road,
		TOTAL :			8Dec	0 /-	55,75,760 /-	
		Grand Total :			8Dec	0 /-	55,75,760 /-	

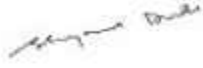
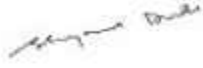
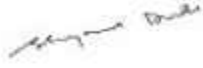
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mrs RINA CHAKRABORTY (Presentant) Wife of Late SHIBCHARAN CHAKRABORTY Executed by: Self, Date of Execution: 09/09/2024 , Admitted by: Self, Date of Admission: 09/09/2024 ,Place : Office	 09/09/2024	 Captured RTI 09/09/2024	 09/09/2024
LS-(N) SECURITY CAMP, R.E. COLLEGE, DURGAPUR, City:- Durgapur, P.O:- Durgapur, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713209 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX6 , PAN No.: AMxxxxxx1J, Aadhaar No: 96xxxxxxxx9112, Status :Individual, Executed by: Self, Date of Execution: 09/09/2024 , Admitted by: Self, Date of Admission: 09/09/2024 ,Place : Office				
2	Mrs SADHANA SARKAR Wife of SAILEN SARKAR Executed by: Self, Date of Execution: 09/09/2024 , Admitted by: Self, Date of Admission: 09/09/2024 ,Place : Office	 09/09/2024	 Captured LT 09/09/2024	 09/09/2024
S.S. - 41, SRINAGAR PALLY,, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX5 , PAN No.: HHxxxxxx1E, Aadhaar No: 96xxxxxxxx1991, Status :Individual, Executed by: Self, Date of Execution: 09/09/2024 , Admitted by: Self, Date of Admission: 09/09/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	MANALI CONSTRUCTION SONAMUKHI, City:- Sonamukhi, P.O:- SONAMUKHI, P.S:-Sonamukhi, District:-Bankura, West Bengal, India, PIN:- 722207 Date of Incorporation:XX-XX-1XX4 , PAN No.: ANxxxxxx1C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SHYAMAL DUTTA Son of Late: SHANTI RANJAN DUTTA Date of Execution - 09/09/2024, Admitted by: Self, Date of Admission: 09/09/2024, Place of Admission of Execution: Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td colspan="2"> Sep 9 2024 4:25PM </td> <td> L1 28/09/2024 </td> <td> 09/09/2024 </td> </tr> </tbody> </table> 11/35, SEPCO TOWNSHIP, B-ZONE,, City:- Durgapur, P.O:- DURGAPUR, P.S:-Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713205, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4, PAN No.: ANxxxxxx1C, Aadhaar No: 65xxxxxxx2637 Status : Representative, Representative of : MANALI CONSTRUCTION (as PROPRIETOR)	Name	Photo	Finger Print	Signature	Mr SHYAMAL DUTTA Son of Late: SHANTI RANJAN DUTTA Date of Execution - 09/09/2024, Admitted by: Self, Date of Admission: 09/09/2024, Place of Admission of Execution: Office		 Captured		Sep 9 2024 4:25PM		L1 28/09/2024	09/09/2024
Name	Photo	Finger Print	Signature										
Mr SHYAMAL DUTTA Son of Late: SHANTI RANJAN DUTTA Date of Execution - 09/09/2024, Admitted by: Self, Date of Admission: 09/09/2024, Place of Admission of Execution: Office		 Captured											
Sep 9 2024 4:25PM		L1 28/09/2024	09/09/2024										

Identifier Details :

Name	Photo	Finger Print	Signature
Mr NIMAI CHANDRA DAS Son of Late Tarapada Das Vill Gourbazar, City:- Not Specified, P.O:- Durgapur, P.S:-Faridpur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713381		 Captured	
	09/09/2024	09/09/2024	09/09/2024

Identifier Of Mrs RINA CHAKRABORTY, Mrs SADHANA SARKAR, Mr SHYAMAL DUTTA

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs RINA CHAKRABORTY	MANALI CONSTRUCTION-3 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mrs SADHANA SARKAR	MANALI CONSTRUCTION-5 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Srinagar Pally Party Office Road, Mouza: Viringl, Ward No: 20 JI No: 119, Pin Code : 713213

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 4459, LR Khatian No:- 10684	Owner:শ্রী: দাস, Gurdian:শ্রী:দাস, Address:শ্রী, Classification:শ্রী, Area:0.03000000 Acre,	Mrs RINA CHAKRABORTY

L2	LR Plot No:- 4459, LR Khalian No:- 10018	Owner:सधना सार्कार, Gurdian:श्रीमती . Address:बिला . Classification:का. Area:0.05000000 Acre,	Mrs SADHANA SARKAR
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On 09-09-2024

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 13:50 hrs on 09-09-2024, at the Office of the A.D.S.R. DURGAPUR by Mrs RINA CHAKRABORTY, 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 55,75,760/-

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

Execution is admitted on 09/09/2024 by 1. Mrs RINA CHAKRABORTY, Wife of Late SHIBCHARAN CHAKRABORTY, LS-(N) SECURITY CAMP, R.E. COLLEGE, DURGAPUR, P.O: Durgapur, Thana: Durgapur, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713209, by caste Hindu, by Profession House wife, 2. Mrs SADHANA SARKAR, Wife of SAILEN SARKAR, S.S. - 41, SRINAGAR PALLY, P.O: Durgapur, Thana: Durgapur, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession House wife

Indetified by Mr NIMAI CHANDRA DAS, Son of Late Tarapada Das, Vill Gourbazar, P.O: Durgapur, Thana: Faridpur, Paschim Bardhaman, WEST BENGAL, India, PIN - 713381, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 09-09-2024 by Mr SHYAMAL DUTTA, PROPRIETOR, MANALI CONSTRUCTION (Sole Proprietorship), SONAMUKHI, City:- Sonamukhi, P.O:- SONAMUKHI, P.S:-Sonamukhi, District:-Bankura, West Bengal, India, PIN:- 722207

Indetified by Mr NIMAI CHANDRA DAS, Son of Late Tarapada Das, Vill Gourbazar, P.O: Durgapur, Thana: Faridpur, Paschim Bardhaman, WEST BENGAL, India, PIN - 713381, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14.00/- (E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/09/2024 12:49PM with Govt. Ref. No: 192024250199119168 on 09-09-2024, Amount Rs: 14/-, Bank: SBI EPay (SBlePay). Ref. No. 9718800713855 on 09-09-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,010/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,910/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 548, Amount: Rs.100.00/-, Date of Purchase: 05/07/2023, Vendor name: SOMNATH CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/09/2024 12:49PM with Govt. Ref. No: 192024250199119168 on 09-09-2024, Amount Rs: 6,910/-, Bank: SBI EPay (SBlePay). Ref. No. 9718800713855 on 09-09-2024, Head of Account 0030-02-103-003-02

Santanu Pal

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 2306-2024, Page from 172688 to 172719
being No 230609506 for the year 2024.



Santanu Pal

Digitally signed by SANTANU PAL
Date: 2024.09.09 18:41:57 +05:30
Reason: Digital Signing of Deed.

(Santanu Pal) 09/09/2024

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