

SLNO-759/24 -1-

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 958385

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ADDL. DIST. SUB-REGISTRAR
BISHNUPUR, BANKURA

29 FEB 2024

DEVELOPMENT ARGEEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON 29th DAY OF February 2024

BETWEEN

(1) SRI SABITABRATA BANERJEE [PAN NO. AIJPB5628G] son of Mr. Shyamal Kumar Banerjee, By Caste: Hindu, by nationality Indian, by Occupation- Business, resident of Chakbazar Bishnupur, P.O.- Bishnupur, P.S.- Bishnupur, Dist- Bankura, West Bengal, Pin- 722122.

Shyamal Kumar Banerjee

(2) **SMT. KABERI BANERJEE [PAN NO. CMOPB7442P]** wife of Sri Somen Banerjee, By Caste: Hindu, by nationality Indian, by Occupation- Business, resident of Vill.- Radhanagar, P.O.- Bon Radhanagar, P.S.- Bishnupur, Dist- Bankura, West Bengal, Pin- 722157.

(3) **SRI DEBNANDAN ROY [PAN NO. AJGPR8036A]** son of Late Krishnadas Roy, By Caste: Hindu, by nationality Indian, by Occupation- Business, resident of Rasikganj Bishnupur, P.O.- Bishnupur, P.S.- Bishnupur, Dist- Bankura, West Bengal, Pin- 722122.

(4) **SMT ITU BHATTACHARJEE [PAN NO. AUIPB2995F]** wife of Subir Bhattacharjee, By Caste: Hindu, by nationality Indian, by Occupation- Household, resident of Near Shiv Mandir, Sijua Shiv Mandir, Kapuria, Dhanbad, Jharkhand Pin- 828103.

All are jointly & severally hereinafter referred to and called as "**LANDOWNER(S)**"(which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, representatives, executors, administrators, successors and assigns) of the **FIRST PART**.

AND

VINAYAK PROCON [PAN. - AAXFV7755N], a partnership firm having its principle place of business at Sardar Vallabh Bhai Patel Road, Saptarshi Park, P.O.- Durgapur- 06, P.S.- New Township, Dist.- Paschim Bardhaman, Pin 713206, West Bengal, India, represented by its partners namely

(1) **MR. SHAMBHU KHARA [PAN.-BRVPK6304C]**, S/o. Late Sundarlal Khara, by faith-Hindu, by occupation-Business, by nationality-indian, by resident of Raghunathpur Municipality, A Zone, Durgapur (M Crop) Dist.- Paschim Bardhaman, Pin.-713204, West Bengal, India,

(2) **MR. RANEN GOPAL TEWARI [PAN.-AFNPT9657G]**, S/o. Late Debasish Tiwari, by faith-Hindu, by occupation-Business, by nationality-indian, by resident of Rajbandh, Bankali Tala, Durgapur(M Corp), Dist.-Paschim Bardhaman, Pin.-713212, West Bengal, India

(3) **MR. PINTU DUTTA [PAN.-AQYPD6012B]**, S/o. Biren Dutta, by faith-Hindu, by occupation-Business, by nationality-indian, by resident of H/29, Milanpally, Kururia Danga A Zone Amrai, Durgapur(M Corp), Dist.-Paschim Bardhaman, Pin.-713203, West Bengal, India



(4) **MR. SHIBSANKAR DAS** [PAN.-BKJPD0301F], S/o. Anangamohan Das, by faith-Hindu, by occupation-Business, by nationality-indian, by resident of Rishi Arabinda Pally, Street No -4D ,Durgapur-1, Durgapur(M Corp), Dist.-Paschim Bardhaman, Pin.-713201, West Bengal, India hereinafter referred to and called as "DEVELOPER" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective heirs, representatives, executors, administrators, successors and assigns) of the **OTHER PART**.

WHEREAS Firstly, the land measuring an area 7 Decimal under R.S. & L.R. Plot No.12 within Mouza- Turkisitarampur, J.L. No. 100, originally belonged to Sri Paban Kumar Chowdhury, Son of Sri Banwarilal Chowdhury, who purchased the said land from previous owner Smt. Sandhyarani Chakraborty by way of Regd. Deed of Sale, Vide Sale Deed No. I-1577 for the year 1986, registered at ADSR Bishnupur, dated- 03.04.1986 and also purchased land measuring an area 7 Decimal under R.S. & L.R. Plot No. 12 within Mouza- Turkisitarampur, J.L. No.100 from previous owner Smt. Sandhyarani Chakraborty by way of Regd. Deed of Sale, Vide Sale Deed No. I-1576 for the year 1986, registered at ADSR Bishnupur, dated- 03.04.1986.

AND WHEREAS said Sri Paban Kumar Chowdhury, Son of Sri Banwarilal Chowdhury, during his peaceful possession transferred land measuring an area 14 Decimal under R.S. & L.R. Plot No. 12 within Mouza- Turkisitarampur, J.L. No. 100 in favour of (1) Sri Sourabh Goswami, Son of Mr. Manjulal Goswami, (2) Sri Arghya Goswami and (3) Sri Arya Goswami, both are sons of Mr. Dukkha Bhanjan Goswami by way of Regd. Deed of Sale Vide Sale Deed No. I-274 for the year 2006, registered at DSR Office Bankura, dated- 10.02.2006.

WHEREAS, the land measuring an area 6.25 Decimal under R.S. & L.R. Plot No. 13 within Mouza- Turkisitarampur, J.L. No. 100, originally belonged to Sri Sachidulal Nandi, Son of Late Gobinda Chandra Nandi and his wife namely Nandarani Nandi, who received the said land from Indira Bayen by way of Regd. Sale Deed being No. I-1741 for the year 1983, registered at SR Bishnupur and from Narendranath Dey & others by way of Regd. Sale Deed being No. I-1716 for the year 1977, registered at SR Bishnupur respectively.

WHEREAS, then the land measuring an area 6.25 Decimal under R.S. & L.R. Plot No. 13 within Mouza- Turkisitarampur, J.L. No. 100, has been transferred by Sri Sachidulal Nandi, Son of Late Gobinda Chandra Nandi and Nandarani Nandi wife of Late Sachidulal Nandi in favour of Sri

Dipak Nandi, Son of Late Sachi Dulal Nandi by way of Regd. Gift Deed being No. I-2518 for the year 2006, registered at ADSR Bishnupur, dated- 27.03.2006.

AND WHEREAS said Sri Dipak Nandi, Son of Late Sachi Dulal Nandi, during his peaceful possession transferred land measuring an area 6.25 Decimal under R.S. & L.R. Plot No. 13 within Mouza- Turkisitarampur, J.L. No. 100 in favour of (1) Sri Sourabh Goswami, Son of Mr. Manjulal Goswami, (2) Sri Arghya Goswami and (3) Sri Arya Goswami, both are sons of Mr. Dukkha Bhanjan Goswami, by way of Regd. Deed of Sale, Vide Sale Deed being No. I-4388 for the year 2019, registered in Book-I, Volume No. 0103-2019, Page from 90809 to 90829, at the Office of ADSR Bishnupur, dated- 23.12.2019.

AND WHEREAS said Sri Sourabh Goswami, Son of Mr. Manjulal Goswami, Sri Arghya Goswami and Sri Arya Goswami, during their peaceful possession transferred land measuring an area 14 Decimal under R.S. & L.R. Plot No. 12 within Mouza- Turkisitarampur, J.L. No. 100 and land measuring an area 6.25 Decimal under R.S. & L.R. Plot No. 13 within Mouza- Turkisitarampur, J.L. No. 100 i.e. total land measuring an area 20.25 Decimal in two Plots in favour of (1) Sri Sabitabrata Banerjee, son of Mr. Shyamal Kumar Banerjee, (2) Smt. Kaberi Banerjee, wife of Sri Somen Banerjee & (3) Sri Debnandan Roy, son of Late Krishnadas Roy, by way of Regd. Deed of Sale, Vide Sale Deed being No. I-5142 for the year 2023, registered in Book-I, Volume No. 0103-2023, Page from 80964 to 80988, at the Office of ADSR Bishnupur, dated- 16.10.2023.

AND after such purchased the land owners no (1), (2), (3) mutated their names in separate L.R. Parcha under Khatian Nos. 4716, 4717 & 4718 and converted said land into Bastu and then the landowners no (1), (2), (3) are absolute owners of total 20.25 Decimal of land under R.S. & L.R. Plot No. 12, 13 within Mouza - Turkisitarampur, J.L. No. 100 under the jurisdiction of Bishnupur Municipality.

AND WHEREAS said Sri Subir Bhattacharjee son of Late Mrityunjoy Bhattacharjee had acquired the land measuring an area 2.50 Decimal under R.S. & L.R. Plot No. 14 within Mouza- Turkisitarampur, J.L. No. 100 by the dint of Regd. Sale Deed being No. I-2036 for the year 1980 at the Office of SR Bishnupur & during his peaceful possession transferred land measuring an area 2.50 Decimal under R.S. & L.R. Plot No. 14 within Mouza- Turkisitarampur, J.L. No. 100 in favour of his wife namely (4) Smt Itu Bhattacharjee, by way of Regd. Deed of Gift, Vide Gift Deed being

No. I-03212 for the year 2008, registered in Book-I, CD Volume No. 12, Page from 3378 to 3396, at the Office of ADSR Bishnupur, dated- 23.09.2008.

AND after such the land owner no (4) mutated her name in separate L.R. Parcha under Khatian Nos. 1976 and then the landowner no (4) is absolute owner of total 2.50 Decimal of land under R.S. & L.R. Plot No. 14 within Mouza-Turkisitarampur, J.L. No. 100 under the jurisdiction of Bishnupur Municipality.

AND WHEREAS the landowners are absolute owners of total 22.75 Decimal of land under R.S. & L.R. Plot No. 12, 13 & 14 within Mouza - Turkisitarampur, J.L. No. 100 under the jurisdiction of Bishnupur Municipality.

AND WHEREAS the LAND OWNER(S) as the sole and absolute OWNER(S) seized and possessed of or otherwise well sufficiently entitled to all that land particularly mentioned and described in the schedule hereunder written and hereinafter for the sale of brevity referred to as the said property.

AND WHEREAS the OWNER(S) are desirous of construction of a multi storied building containing several self-contained flats and Car parking spaces and Residential Housing Complex etc. But for want of time, experience and fund she is unable to proceed with such a project.

AND WHEREAS the OWNER(S) are in need of a Firm/ Company/person who would take up the project and start and complete the multi storied building containing several self-contained flats and car parking spaces etc by taking all sorts of steps for developing the said property and for completing the proposed building by providing fund from its own source.

AND WHEREAS the DEVELOPER is engaged in civil construction and development of immovable properties. The OWNER(S) approached the DEVELOPER to take up the project and complete the same by providing their own fund.

That the developers agreed to provide to the land owners 40% (Forty) percent structure of total Built-up Area of Flats according to approved Building Plan of Bishnupur Municipality together with the undivided impartibly proportionate interest in the said land. The Allocations of OWNER(S) and Developer will be final after received of Approved Building Plan from Bishnupur Municipality.

The Developer will get undivided importable proportionate interest in the said land and the common portions i.e., 60% (Sixty) percent structure of total Built-up Area both Flats and Parking according to approved Building Plan of Bishnupur Municipality together with the undivided importable proportionate interest in the said land after providing land owners' allocation as mentioned above in this agreement.

AND WHEREAS the Second Party having a business of Development and Construction of Multistoried Building and for the same the First Party being Land Owners of the Schedule mentioned Plot of Land willing to handover the said land for Development & construction of Multistoried Building (up to its higher limit according to approved Building Plan) comprising of Several Flats/Apartment and on the other hand the Developer also agreed to take this Plot of Land from the Land Owner/First Parties for this Project purpose.

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

ARTICLE: -1: DEFINITIONS

i. **OWNNER(S)** : Shall mean the said (1) **SRI SABITABRATA BANERJEE** son of Mr. Shyamal Kumar Banerjee, (2) **SMT. KABERI BANERJEE** wife of Sri Somen Banerjee.(3) **SRI DEBNANDAN ROY** son of Late Krishnadas Roy, (4) **SMT ITU BHATTACHARJEE** wife of Subir Bhattacharjee and includes his/her/their heirs, representative, executors, administrator and assigns.

DEVELOPER : Shall mean **VINAYAK PROCON [PAN NO. AAXFV7755N]**, represented by one of its partner namely **MR. SHAMBHU KHARA** S/o. Late Sundarlal Khara, **MR. RANEN GOPAL TEWARI** S/o. Late Debasish Tiwari, **MR. PINTU DUTTA** S/o. Biren Dutta & **MR. SHIBSANKAR DAS** S/o. Anangamohan Das and includes their heirs, representative, executors, administrator and assigns and successors.

ii. **PREMISES** : Shall mean total 22.75 Decimal comprising in R.S. & L.R. Plot No. 12, 13 & 14 under L.R. Khatian Nos. 4716, 4717, 4718 & 1976, situated at District - Bankura, Additional District Sub - Registrar Office & Sub - Division - Bishnupur, P.S. - Bishnupur, within the limit of Bishnupur Municipality, under Mouza- Turkisitarampur, J.L. No. - 100, Classification of land - Bastu and proposed use for Residential cum Commercial Housing Complex.

iii. NEW BUILDING : Shall mean and include the multi storied building up to its highest limit or as may be extended further to be constructed at the said land in accordance with the plan to be sanctioned by the Bishnupur Municipality authority.

iv. COMMON FACILITES AND AMENITIES : Shall mean and include corridor, stair ways, passage ways, Pump room, Tube-well, Over-head tank, Septic Tank ,Sock Well, Water pump and Motor and other facilities, which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of building and land there under as per Apartment Ownership Act 1972 or mutually agreed upon by the owners of the flats.

v. SALEABLE PLACE : Shall mean the space in the new building available for independent use and occupation after making due provisions for common facilities and amenities and the space required thereof.

vi. OWNERS' ALLOCATION: Shall mean 40% (Forty) percent of salable area of the newly built construction according to Approved Building Plan of Bishnupur Municipality together with the undivided impartible proportionate interest in the said land.

vii. DEVELOPER'S ALLOCATION : Shall mean all entire rest of the building including common facilities of the building along with undivided proportionate share of the said "property/premises" absolutely shall be the property of the Developer except the Landowners' allocation (i.e. 40% of the newly built, construction) and the right to use thereof in the premises upon construction of the said building as per approved Building Plan of Bishnupur Municipality.

viii. ARCHITECT : Shall mean the person who may be appointed by the developer for designing and planning of the said building and obtain the sanction building plan.

ix. BUILDING PLAN: Shall mean the plan or plans for the construction of the new building to be submitted or to be sanctioned by the Bishnupur Municipality authority with the alterations and modifications as may be made by the developers with the approval of the appropriate authority from time to time.

x. COVERED AREA: Shall mean the plinth area of the said unit/flat/ parking space including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the plinth area of the common portions. Provided that if any wall be common between two units/ flats/ then one half of the area which shall be included in each unit/ flat.

xi. TRANSFER: Shall mean its grammatical variations include transfer by possession and title/ or by any other means as may be adopted for effecting what is to be understood transfer of space/ super build up area in the multistoried building to the purchaser thereof although the same may not amount to be a transfer in law.

xii. TITLE DEED: Shall mean an includes the following deeds and documents:-

- A. Regd. Sale Deed being No. I- 5142 for the year 2023.
- B. Regd. Sale Deed being No. I-4388 for the year 2019.
- C. Regd. Sale Deed being No. I-2518 for the year 2006
- D. Regd. Sale Deed being No. I-274 for the year 2006.
- E. Regd. Sale Deed being No. I-1576 for the year 1986.
- F. Regd. Sale Deed being No. I-1577 for the year 1986.
- G. Regd. Sale Deed being No. I-2036 for the year 1980.
- H. Regd. Gift Deed being No. I-3212 for the year 2008.
- I. Regd. Sale Deed being No. I-1741 for the year 1983
- J. Regd. Sale Deed being No. I-1716 for the year 1977
- K. L.R.R.O.R.
- L. Conversion Certificates.

xiii. WORDS IMPORTING: singular shall includes plural and vice -versa. Masculine gender shall includes famine or neuter genders likewise importing famine genders shall includes masculine and neuter genders shall includes masculine and famine genders.

ARTICLE-II: COMMENCEMENT

THIS AGREEMENT shall be deemed to have commenced on and with effect from the date of execution of this agreement or the date as stipulated in the above.

ARTICLE-III: OWNERS RIGHTS AND REPRESENTATIONS

1. The owners is/are absolutely seized and possessed of land or otherwise well and sufficiently entitled to the said premises and ALL THAT exclusive right, title, interest in the said land/ premises and has a good, clear and absolute marketable title to enter into this agreement with the developer.
2. There is no legal bar or otherwise for the owners to obtain the certificate under the provision of the Income Tax Act, 1961 or other consents and permission that may be required.
3. There is no excess vacant land in the said premises and is not vested under the urban land (ceiling and regulation) act, 1976.
4. That the land owners handed over the said land/ premises as mentioned in the schedule below from that day for develop/ erect the multistoried building to the developer as agreed terms and conditions here under written.
5. The said premises are free from all encumbrances, charges, liens, lispendents, attachments, trusts, debtors, walkf, mortgage, and acquisitions whatsoever.
6. There is no suit or proceeding regarding the title of affecting the title of the owners in respect of the said premises or any parts thereof.

ARTICLE-IV: DEVELOPERS RIGHTS

1. The owners hereby grant subject to what has been hereinafter provided the exclusive rights (except the Landowners' allocation) to the developers to built, construct, erect and complete the said building comprising of various sizes of flats in order to sell the said flat to the intended purchaser/ purchasers for their residential purpose by entering into an agreement for sale and/or transfer and/ or construction in respect of developers allocation in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modifications made or caused by the developer with the approval of the owners by constructing new building thereon.
2. The developers shall be entitled to prepare, modify or alter the plan with approval of the owners and submit the same to the appropriate authority in the name of the owners as its own cost and charges and developers shall pay and bear the expenses required to be paid or deposited for obtaining



sanction of the building plan from the appropriate authorities, if required, for construction of building at the premises.

3. The owner shall put the developers into possession of the said premises in terms of this agreements and the developers shall be entitled to deal with the said premises on the terms and conditions here in contents and also in accordance with the power and authorities to be conferred on the developer in accordance with a general power of attorney specifically for the purpose of development for construction of a new building as contemplated in this presence with power to sale, transfer, lease, late out, mortgage in respect of the **DEVELOPER ALLOCATION ONLY**.

4. Simultaneously after execution of these presents the developers shall be at liberty to take possession of the premises and hold the same at its discretion for the purpose of said construction.

ARTICLE -V : APARTMENT CONSIDERATION

1. AND WHEREAS the First Parties/Land Owner agreed the following allocation as per his "Landowner's" allocation area as follows :-

(1) SRI SABITABRATA BANERJEE, (2) SMT. KABERI BANERJEE, (3) SRI DEBNANDAN ROY (4) SMT ITU BHATTACHARJEE : The Landowners SRI SABITABRATA BANERJEE, SMT. KABERI BANERJEE, SRI DEBNANDAN ROY & SMT ITU BHATTACHARJEE will get 40% ratio of the total built up area according to approved Plan or area together with the undivided impartibly proportionate interest in the said land according to the approved & permitted by the Bishnupur Municipality.

2. In consideration of the owners having agreed to permit to the developer to sell the flats and Car Parking Spaces (except Land owner's own allocation) of the said premises and to construct, erect, and complete the building on the said premises the developers agreed:-

A) That the developers shall construct the building in question over the scheduled property at their own cost, expenses and efforts in term of the sanctioned building plan of the said proposed building from the competent authority of Bishnupur Municipality and obtain all necessary permission and or approvals and or consent in the name of the land owners.

B) In respect of the construction of the building to pay cost of supervision of the development, construction of the building at the said premises.

- C) To bear all costs, charges and all expenses of construction in the building at the said premises.
- D) The new building will be constructed at the said premises **within 24 months** from the date of received of all permission from various authorities, which is the essence of this contract. The said time will be enhanced for further 6 months for unavoidable circumstances.
- E) The aforesaid shall constitute the apartment consideration for grant of exclusive right for development for the said premises.

ARTICLES-VI: OWNER'S ALLOCATION

1. In consideration of the above the Owners allocation already mentioned in the Second Schedule below together with proportionate right, title and interest in the said land including common faculties and amenities as per sanctioned plan of Bishnupur Municipality.
2. The Developer shall also construct erect and complete the said building with entire common facilities and amenities of the building including electric lines fittings, lift, pump etc.
3. If there is any addition and alteration of the sanctioned plan the developer will be responsible for that and for further submission of Revised plan the necessary costs will be incurred by the Developer.
4. The Developer shall have no right, title and interest whatsoever in the owner's allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities, which shall solely and exclusively belong and continue to belong to the owner.
5. There is no monetary transaction between the owner and the Developer (dealing of money) for executing This agreement.

ARTICLE -VII :DEVELOPER'S ALLOCATION

In consideration of the above, the developer shall be entitled to get all Flats and with/without Car Parking Spaces, except Land owner's own allocation upon constructed area in the premises including common facilities and amenities in the entire portion of the saleable space in the building to be constructed including the right to use thereof to be available at the said premises upon construction of the said building after providing for the owner's allocation and the developer shall be entitled to enter into an agreement for sale and transfer its own name relating to Developer's allocation with any transferees for their residential purpose and to receive and collect all money in respect thereof

which shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereto that for the purpose entering into such agreement it shall not obligatory on the part of the developer to obtain any further consent of the Land owner and this agreement by itself shall be treated as consent by the owners provided however the developer will not be entitled to deliver possession of Developer's allocation to any of its transferees until the developer shall make over possession of the owners allocation to the owners and comply with all other obligation of the developer to the owners his agreement provided that the deeds of transfer of the flats under developer's allocation shall be executed by the owners and developer jointly till the execution of further Development Power of Attorney with selling Rights in favour of the Developer.

ARTICLE-VIII : PROCEDURE

1. Upon execution of these presents the owner shall grant a General power of Attorney in favour of the partners of the Developers firm.
2. Immediately upon the Developer obtaining peaceful possession of the said premises/vacant land.
3. That as far as necessary all dealings by the developer in respect of the new building shall be in the name of the owner and for which purpose the owner undertake to give the Developer or its nominee or nominees power of Attorney in form and manner as requested by the Developer. It is being understood however that such dealings shall not in any manner fasten or create any financial liabilities upon and against the owner.
4. The owner shall grant to the developer for the purpose of obtaining the Sanctions or all necessary permission and approvals for different authorities in connection with the construction of the building and Electricity and also for pursuing and following up the matter with the municipality or other appropriate authority or authorities for the purpose of amendment or alteration of the said plan.
5. That in the event executing of any default or delay or refusal on the part of the owner in the deed of conveyance or transfer related to Developer's allocation as the case may be the developer shall as the Constituted Attorney of the owner is entitled to execute the deed of conveyance of transfer for and on behalf of the owner.
6. The Developer is carrying on business as a builder and shall be entitled to enter in to agreement for sale of various portion with to various persons intended to own the constructed spaces and for the purpose of proper enjoyment of the Developer's allocation or the persons with whom the



Developer shall enter into any agreement for sale of flats/units/and /or other built up areas the Developer shall be entitled to nominate such person or persons for the purpose of obtaining such transfer of the flat/units/parking space and undivided proportionate share in the said premises attributable there to in respect of the Developer's allocation and the owner hereby agree to execute the deed of conveyance or to transfer such undivided proportionate share to the land comprised in the said premises directly in favour of such person or persons it being expressly agreed that the Owner shall not be entitled to claim any further consideration for sale or transfer and this agreement for development by itself will be the consideration for sale and transfer of such undivided proportionate share.

ARTICLE-IX : CONSTRUCTION

The developer shall be solely and exclusively responsible for the construction of the said building and the Developer will take all sorts of precaution to avoid accident and also started construction after soil Test. In case of any accident or labour problem the land lord/owner will not responsible but any major problem or any dispute regarding land or any legal bar/affair of any Loan Burden the developer will not responsible and the owner shall have to clear up the said problem and in that case the delayed time will be added to the total completion period of the project.

ARTICLE-X : SPACE ALLOCATION

1. That after completion of the building the owner shall be entitled to obtain physical possession of the owner's allocation as stated above and the balance constructed area and other portion of the said building shall belong to the developer and to that effect the developer shall supply a copy of the completion certificate from the planner/architect or competent authority.
2. The developer shall be exclusively entitled to the building with exclusive right to transfer from the Developer's allocation and to transfer or otherwise deal with or to dispose of the same without any right claim or interest therein whatsoever of the of owner and owner shall not in and any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.
3. The owner and/or Developer shall be entitled to transfer or otherwise deal with their respective allocation even before the completion of construction.
4. The Developer shall be exclusively entitled to the Developer's allocation with exclusive right to enter into agreement for sale or transfer or dispose of the same without any right claim and interest

therein whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation and no further consent shall be required and this agreement by itself shall be covered the consent of the Owner.

5. Both the OWNER(S) and DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.

ARTICLE-XI : BUILDING

1. The developers shall at their own cost structure, erect and complete and multi storied building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time and such construction of the building shall be completed entirely by the developers **within 24 months** from the date of received of all permission from various authorities including 6 months grace period if required.

2. The developer shall erect the said building at their own cost as per specification and drawings in the sanctioned plan with common anilities and facilities for the flat holders shall be provided as are required and to be provided as residential building, self-contained apartment and constructed space for sale and/or residential flat and/or constructed space therein on ownership basis.

3. The develops shall be authorized in the name of the owners in so far as necessary to apply and obtain quotas, entitlements and other allocation of or for cement, steel, bricks and other building materials allocation to the owners for the construction of the building and to similarly apply for an obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other impute and facilities required for the construction of enjoyment of the building for which purpose the power shall execute in favour of the developer a Development Power of Attorney any other authorities as shall be required by the developers.

4. The developer shall at liberty at its own cost and expenses and without causing any financial or other liability on the owner will construct and complete the building in various unit and/or apartment herein according to the building plan and amendment thereto or modification thereof made or cost to be made by the developer without the consent of the owner in writings.

5. All cost, charges and expenses in respect of the construction of the new building including architect's fees shall be paid discharged and borne by the developer and the owners shall have no liabilities in this context.

6. The developers shall at his own cost will install electricity wiring, water, pipe line, sewage connection in portion of the owner's allocation also include lift in the building the owner shall be liable to contribute only of Electric Meter cost for his own allocation. ✓

ARTICLES-XII: COMMON FACILITES

1. The developer shall pay and bear the property tax and other dues and outgoings in respect of this building according to dues as on land from the date of handed over the vacant possession by the owners till as provided hereafter. ✓

2. As soon as the building is completed and the Electricity, wiring, sewerage line, water pipe line are ready according to the specification and plan thereof and certificate to the architect from the competent authority herein produce to that affect the developer shall give written notice to the owner requesting the owner to take possession of the owner's allocation in the building and the owner can register and deliver the flats to the purchaser after due execution of the deed by the owner after full and final satisfaction of the owner.

3. As and from the date of service of notice of possession, the owner and developer and the flat owner's shall be responsible to pay and bear the proportionate share of the service charges for the common facilities in the building i.e. proportionate share of the premises for water, fire and Scavenging charges and taxes light, Sanitation and lift maintenance operation, repair and renewal charges for bill collection management of the common facilities and renovation, replacement, repair and maintenance charges and expenses for the building and of the common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installation, applications and equipments, stairways, corridors, passage ways and other common facilities whatsoever as may be mutually agreed from time to time.

4. The owners shall not do any act, deed or thing whereby the developer shall be prevented from construction and completion of the said building, subject to the conditions of this agreement.

ARTICLE -XIII : OWNER'S OBLIGATION



1. The owner agrees and covenant with the developer not to cause any interference or hindrance in the construction work of the building at the said premises by the developer or its contractors, engineers and all workmen under its employment if work be done legally and as per agreement.
2. The owner hereby agrees and covenant with the developer not to do any act deed or thing whereby the developer shall be prevented from selling, assign and or disposing of any of the part of the said building or any other things relating to Developer's allocation at the said premises.
3. The original title deeds and documents in respect of the said premises shall be kept by the owners during construction period and after completion of the construction, the Owners shall deliver all Title Deeds and allied Title documents in respect of this Project Land to the Flat owner's Association subject to full and final satisfaction of the owners as per agreed terms of payment and the owners if they not willing to handover of their own Title Deeds and allied Title documents in their favour, in that case the Owners singly/jointly/severally shall bound to each and every times as per requirement of intending purchasers and also at the times of Bank Loan searching(s) & verification(s) of every individual intending purchasers bound to provides the same in originals as per their demands.
4. That if any dispute arises regarding said Project Land as mentioned in the Schedule below after started of construction works, the owner shall bound to compensate the lose of the developer for expenses made in already constructed works as per mutual settlement between both the parties.

ARTICLE -XIV : DEVELOPERS' OBLIGATION

1. The Developer **VINAYAK PROCON [PAN NO. AAXFV7755N]**, confirms, accepts and assurance the Owner that they are fully acquainted with, aware of the process/formalities related to similar project in Municipal Area and fully satisfied with the papers /documents related to the ownership, physical measurement of the land and free possession, suitability of the land viability of the said project and will raise no objection with regard and thereto.
2. The developer confirms and assures the owners that they have the financial and other resources to meet and comply with all financial and other obligations needed for execution of the total project within schedule time under this agreement and the owners do not have any liability and or responsibility to finance and execute the project or part thereof.



3. That the Developer shall develop and/or construct the said landed property in its own name and account and at its own expenses, expertise in its own right, interest and shall alone be liable and responsible for the development of the said property,

4. The Developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision & security of reputed Architect/Planner, authorized/ Licensed by appropriate authority. The building Plan should comply with the standard norms of the multistoried buildings including structural design and approval of the local sanctioning authority/ Municipality/Govt. agencies. Any variation/alteration/modification from the original approved drawing/ plan needs approval of the owners & the Architect before submission to the appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both the owners and developers. However, basic character of the project consisting of flats/apartment/parking space and common space and common space like garden/water will remain intact unless agreed to by both the owners and Developers.

5. That the Developer shall be responsible for any acts deeds or things done towards any funds collection from one or more prospective buyer of the proposed flats, relating to Developer's allocation.

6. That the Developer shall be responsible for complying with the Rules & Regulation in all matters including constructions of the building according to the sanctioned plan and shall be responsible for complying with all provisions of law that may be in force from time to time and the Owner shall not be responsible for any infringement of law that may be in force from time to time during the Continuation of this Agreement and in future. The Owner part shall not be responsible for any accident or damage or loss during the course of the construction of the proposed building. The second part shall be responsible the said incident or damage or loss during construction.

7. That the Developer shall complete the Development work/Construction of building/flat at its own cost and expenses **within 24 months** from the date of received of all permission from various authorities, with further additional period of 6 months if needed.

8. That the Developer shall not make Owner responsible for any business loss and/or any damages etc or due to failure on the Developer to correctly construct the Flats and/or to deliver correctly the

same to the intending purchasers and in such case the Developer shall have been the entire responsibility.

9. That the developer shall agree to indemnify the land owner from the obligation of paying Income tax, sales tax or any other duties levies either by the state GOVT. or Central GOVT. or statutory local authorities from his part which are required to pay for the profit which he derived after selling the flats related to his allocation to the prospective buyer. In case the Developer fails to deliver the possession of the flats to the prospective buyers from developer's allocation then the developers himself shall be responsible and answerable for the same. In case for any default in the part of developer any legal action will take, then the Developer shall personally liable for the said consequences under any circumstances the owner are not responsible for the same.

ARTICLE -XV: OWNER'S INDEMNITY

1. The owner hereby undertakes that the developer shall be entitled to the said construction of the new building and shall enjoy its allotted space for the construction purpose without any interference and or disturbance.

2. The owner hereby declare that the owner's have a clear marketable title in respect of the said premises without any claim, right title, interest of any person or persons and the owner's declare that they have good right absolute authority, and power to enter into this agreement with the developer and the owners hereby also undertake to indemnify and to keep the developer indemnified against any and all other particular claims action and demands whatsoever.

ARTICLE -XVI: DEVELOPER INDEMNITY

1. The developer hereby undertake to keep the owners indemnified against all kinds of claim, damages, compensation, action out of any sort of act of commission the developer and/ or of any other person working it in or related to the construction of the said building at the said premises.

2. The developer hereby undertake to keep the owners indemnified against all suits, proceedings, costs, claims that may arise out of the said premises and/or the matter of construction of the said building and/or for any defect therein of any nature whatsoever.

3. That the Developer shall not Mortgage the Schedule Land of the land owners with any bank (National or Private) or any financial institution for obtaining project loan for construction of Flat/ Apartment/etc.

ARTICLE-XVII: LEGAL PROCEEDING

1. The owners and the developer have entered in to this agreement on principal to principal basis voluntarily and with full knowledge the contract and nothing contained herein shall be deemed to construe as partnership between the developer and the owners but as joint venture between the parties.

2. It is hereby expressly agreed by and between the parties hereto that it shall be tire responsibility of the owners to defend all suits and proceeding which and the owners shall execute any such additional power of attorney and/or authorization as may required may arise in respect of the development of the said premises at his own cost. The owners hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter by the developer for the purpose and the owners also undertake to sign and execute all such additional application and others documents as the case may be provided that all such acts, deeds and things do not in any way infringe of the rights of the owners and/or go against the spirit of this Agreement.

3. Any notice required to be given by the developer shall without prejudice to another mode of service available demand to have been served on the owners, if delivered to the developer by hand and duly acknowledgement due to the residence of the owners shall likewise be deemed to the have been served on the developer by hand or send by pre-paid Registered post to the Registered Office of the developer.

4. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the owner of the premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in the developer other than an exclusive license to the developer to commercially exploit the same.

5. The name of the building shall be as desired by the parties after completion of the proposed building.

6. Both the developer and the Owners shall frame a scheme for the management and administration of the said building and or common parts thereof Owners hereby agree to abide by all the rules and regulations as such management society holding organization do hereby give their consent to abide by the same.

7. The owner undertake and agrees to execute and register all conveyance and transfer in favour of the persons with whom the developer enters in to an agreement related to Developer's allocation (the Stamp duty or Registration fees and all other expenses towards the registration will be borne by the intending purchaser).

ARTICLE -XVIII : FORCE MAJEURE

1. The developer shall not be consider to be liable for any obligation hereunder to be extent that the performance of the relevant obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

2. Force majeure shall mean floor, earth quake, riot, war, storm, tempest, civil commotion, strike and/or other further commission beyond to the reasonable control of the developer.

3. That if any dispute arises in between the Developer and the Owner beyond the force Majeure then time will not be essence of the contract and the owner will not claim any damage for that.

ARTICLE -XIX : BREACH & CONSEQUENCES

The owners have every right to cancel and/or rescind this Agreement and Development power of Attorney after **24 months** and grace period of 6 months if the Developer shall unable to complete the construction work or fail to deliver the owners allocation according to this agreement, the Developer shall be liable to pay extra compensation amount as mutually decided by both parties.

That, this Agreement and Development Power of Attorney issued by the land owners are valid for this particular Project only as per sanction building plan issued by the Authority concern and after completion and delivery of all Flats and with/without Car Parking Spaces in favour of prospective purchasers of this Project, this Agreement and Development Power of Attorney shall become inoperative and the Developer shall not be entitled to claim any right and interest from the land owner in any manner whatsoever.

Handwritten initials

In the event of either Party to this agreement committing breach of any of their obligations under this agreement the aggrieved Party shall be entitled to specific performance and also to recover damages compensation to make good the loss sustained by the aggrieved Party on account of such breach from the Party committing the breach. In the event of the developer not commencing construction of the new building upon expiry of the said stipulated and also to recover damages compensation to make good the loss sustained by the aggrieved Party on account of such breach from the Party committing the breach.

ARTICLE-XX: JURISDICTION

The Court at Bishnupur under Dist.- Bankura shall have the jurisdiction to try and entertain all actions, suits proceedings arising out of this agreement.

ARTICLE -XXI: ARBITRATION

If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and condition herein contained or touching these presents or determination of any liability of any of the parties under this agreement. They will try first among themselves to solve that dispute or problem with friendly manner. If it will not possible by them the same shall be referred to arbitration of two arbitrators one to be appointed by each of the parties in dispute and same be deemed to be referred within the meaning of the Arbitration Act, 1996 or any statutory modifications hereunder in force and the parties herein further agreed that all disputes will come under the jurisdiction of BANKURA COURT, Dist.- Bankura as stated above.

FIRST SCHEDULED ABOVE REFERRED TO

[DESCRIPTION OF LAND OF (1) SRI SABITABRATA BANERJEE, (2) SMT. KABERI BANERJEE, (3) SRI DEBNANDAN ROY (4) SMT ITU BHATTACHARJEE]

All that piece and parcel of total land measuring an area 22.75 Decimal comprising in R.S. & L.R. Plot No. 12, land area 14 Decimal & R.S. & L.R. Plot No. 13, land area 6.25 Decimal under L.R.

[Handwritten signature]

Khatian Nos. 4716, 4717 & 4718 & R.S. & L.R. Plot No. 14, land area 2.50 Decimal under L.R. Khatian Nos. 1976, situated at Mouza- Turkisitarampur, J.L. No. - 100, under P.S. - Bishnupur, District - Bankura, Additional District Sub - Registrar Office & Sub - Division - Bishnupur, within the limit of Bishnupur Municipality, Classification of land – Bastu in respect of LR Plot no. 12 & 13 and Classification of land – Danga in respect of LR Plot no. 14 and proposed use for Residential cum Commercial Housing Complex.

BUTTED & BOUNDED BY:-

North : R.S. & L.R. Plot No. 11;

South : R.S. & L.R. Plot No. 15, 14, 13 & 6 Feet Wide Kancha Road;

East : 40' ft width Govt. Pucca Road & 6 Feet Wide Kancha Road & R.S. & L.R. Plot No. 13 & 14;

West : R.S. & L.R. Plot No. 11, 14 & 15.

The above schedule land is vacant (Construction less) at present.

SECOND SCHEDULE ABOVE REFERRED TO

(LAND OWNER'S ALLOCATION)

(1) SRI SABITABRATA BANERJEE, (2) SMT. KABERI BANERJEE, (3) SRI DEBNANDAN ROY (4) SMT ITU BHATTACHARJEE :

The Landowners SRI SABITABRATA BANERJEE, SMT. KABERI BANERJEE, SRI DEBNANDAN ROY & SMT ITU BHATTACHARJEE will get **40 %** ratio of the total built up area of the newly built construction according to approved Plan or area together with the undivided impartibly proportionate interest in the said land according to the approved & permitted by the Bishnupur Municipality.

THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

Shall mean all entire building including common facilities of the building along with undivided proportionate share of the said "property/premises" absolutely shall be the property of the Developer except the Landowners' allocation as stated above i.e. the 60% of the newly constructed building and the right to use thereof in the premises upon construction of the said building as per approved Building Plan of Bishnupur Municipality.

SPECIFICATIONS

- WATER SUPPLY :** Under Ground Water
- WALLS :** Conventional brickwork
- WALL FINISH:** Interior –Wall Putty
Exterior – Combination of weather coat.
- FLOORING:** Vitrified Tiles in all Bedrooms, Living-cum-Dining, Kitchen, Balcony.
- KITCHEN :** Kitchen platform made of Granite Slab tiles, up to the height of three feet from the platform. Stainless steel sinks, to be provided.
- TOILET:** Anti skit tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 6 Feet. sanitary C.I. Pipe and one western type commode, one Indian type commode, Concealed plumbing and pipe work.
- DOORS:** Flush doors and PVC Door in Toilet.
- WINDOWS:** Aluminum Sliding with MS Grill.
- COMMON LIGHTING :** Overhead illumination for compound and common path lighting inside the complex.
- WIRING:** Standard concealed wiring for electricity. Average 25(Twenty Five) points for 2 BHK & 30 (Thirty) Points for 3 BHK. Telephone and Television at extra costs.
- ELECTRIC:** Individual meter of each unit.

AMENITIES: Adequate standby generator for common areas and sufficient power supply inside individual flat. Lift provided for every floor in the building.

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of the LANDOWNER(S) and DEVELOPER are attested in additional pages in this deed and the same are treated as part and parcel of this deed.

IN WITNESS WHERE OF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the Land Owner's and Developer at Bishnupur in the presence of: **WITNESSES:**

1. Satyajit Chandra Kar
S/o Late Sudip Kar
Vill - Sekhpara
P.O + P.S. Bishnupur
Dist - Bankura 722122
2. Amit Kumar Chatterjee
S/o late Asoke Chatterjee
Gopalganja, Jugi para.
Bishnupur, Bankura.
3. Aponkar Bhattacharyee
S/o. Shyam Bhattacharyee.
Bishnupur, Station Road.
Pin-722122

Sabitabrata Banerjee
Signature of land owner 1

Kaberi Banerjee
Signature of land owner 2.

Abinandan Roy
Signature of land owner 3.

Shri Bhattacharjee
Signature of land owner 4.

1. Shambhu Khara
2. Ramesh Gopal Tewari
3. Pintu Sutta
4. Shishankar Das.


Signature of the Developer's

Drafted and Typed at my office & 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
Signature of the scribe -


Md Jahid Iqbal

Md Jahid Iqbal [Deed Writer]
License No - 57,
Bishnupur A.D.S.R Office.


SPECIMEN FROM FOR TEN FINGER PRINTS

						
	Thumb	Fore	Middle	Ring	Little	
Right Hand						Developer
	Thumb	Fore	Middle	Ring	Little	


Signature : *Shambhu Khora*

						
	Thumb	Fore	Middle	Ring	Little	
Left Hand						Developer
	Thumb	Fore	Middle	Ring	Little	

Signature : *Ranen Gopal Tewari*


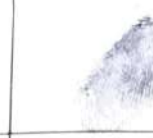






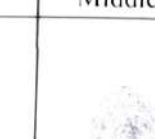
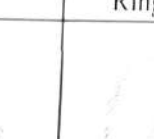

						
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Left Hand						Developer
	Thumb	Fore	Middle	Ring	Little	

Signature : *Pintu Jutta*










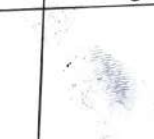

						
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Left Hand						Developer
	Thumb	Fore	Middle	Ring	Little	

Signature : *Shibrankam Das.*








SPECIMEN FROM FOR TEN FINGER PRINTS

						
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Right Hand						owner
	Thumb	Fore	Middle	Ring	Little	

Signature: *Sabitabrata Banji*

						
	Thumb	Fore	Middle	Ring	Little	
Left Hand						owner
	Thumb	Fore	Middle	Ring	Little	

Signature: *Kaberi Banerjee*












						
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Left Hand						owner
	Thumb	Fore	Middle	Ring	Little	

Signature: *Abinandan Roy*

						
	Thumb	Fore	Middle	Ring	Little	
Left Hand						owner
	Thumb	Fore	Middle	Ring	Little	

Signature: *Ili Bhattacharjee*

SPECIMEN FROM FOR TEN FINGER PRINTS

						 <i>Saharshant Kishor</i> Identification
Right Hand	Thumb	Fore	Middle	Ring	Little	
						

Signature : Saharshant Kishor

Left Hand	Thumb	Fore	Middle	Ring	Little	
Right Hand						

Signature :

Left Hand	Thumb	Fore	Middle	Ring	Little	
Right Hand						

Signature :

Left Hand	Thumb	Fore	Middle	Ring	Little	
Right Hand						

Signature :