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> A.D.S.R. Durgapur Paschim Bardhaman

> > 1 JUL 2024

DEVELOPMENT AGREEMENT

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Addl. Dist. Sub-Registrar Durgapur, Paschim Saxihaman

1 1 JUL 2024

BETWEEN

MR. CHHOTELAL RAM SUBODH KUMAR @ C SUBODH KUMAR [PAN NO. BSNPS5968R] [AADHAAR NO. 782313872833], Son of Late Chhotelal Ram, By Caste, Hindu, by nationality Indian, by Occupation-Business, resident of No. 83, Triruveedhi Amman Koli Street, P.O.- Eranavoor, P.S.-Ennore, Dist- Chennai, Tamil Nadu, India, Pin- 600057, hereinafter referred to and called as "LANDOWNER" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heir, representative, executor, administrator, successor and assign) of the FIRST PART.

AND

RMG BUILDCON [PAN NO.ABJFR4470R], a Partnership Firm having its registered Office at Holding No. 649/N, Shrishti Nagar, Road-71, Hari Bazar, Landmark- Shrishti Enclave, P.O.- Durgapur-06, P.S.- New Township, Dist- Paschim Bardhaman (W.B.), Pin-713206, represented by its partners namely

(1)MR.NILKANTA CHAND [PAN NO. ATUPC6488M] [AADHAAR NO. 4177 2578 7504]son of Pradip Chand, by Nationality - Indian, by faith -Hindu, by Occupation-Business, Resident of Vill.- Baidyanathpur, P.O.- Amdahi, P.S.-Faridpur, District - PaschimBardhaman, West Bengal, India, Pin.-713381,

(2)MR. AVINASH KUMAR [PAN NO. AYRPK7047E] [AADHAAR NO. 414244909657] Son of Kanhaiya Lal Agrawal, by Nationality - Indian, by faith -Hindu, by Occupation- Business, Resident of AryaSamaj Road, Near Kanni Ram Chowk, P.O.-Daltonganj, P.S.- Daltonganj, District - Falamu, Jharkhand, India, Pin.- 822101, hereinafter referred to and called as "THE 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 SECOND PART.

WHEREAS the schedule mentioned land originally belonged to Sri Haradhan Das & Sri Dhiren Chandra Das, both are sons of Late Biswanath Das and they became

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owned & possessed by dint of Regd. Sale Deed being Nos. I-436 & I-437 both of 1978, registered at ADSR Durgapur and their names duly mutated in BL & LRO Faridpur-Durgapur.

AND WHEREAS Sri Haradhan Das & Sri Dhiren Chandra Das, both are sons of Late Biswanath Das, during their peaceful possession transferred land measuring an area 9 Katha or 14.85 Decimal under Plot No. R.S.-1016/3175, L.R.-1205 at Mouza-Jemua in favour of Sri Jagadish Chandra Prasad, Son of Late Ram Narayan Lal by way of Regd. Sale Deed being No. I-6819 for the year 2012, registered in Book-I, CD Volume No. 17, page from 4447 to 4458, at the Office of ADSR Durgapur, dated- 01.08.2012 and after such purchased Sri Jagadish Chandra Prasad mutated his name under L.R. Khatian No. 2778.

AND THEREAFTER said Sri Jagadish Chandra Prasad, Son of Late Ram Narayan Lal, during his peaceful possession transferred land measuring an area 6 Katha or 9.9 Decimal under R.S. Plot No. 1016/3175 corresponding to L.R. Plot No. 1205 within Mouza-Jemua, in favour of the present land Owner Mr. C Subodh Kumar, Son of Chhotelal Ram, by way of Regd. Sale Deed being No. I-1445 for the year 2023, registered in Book-I, Volume No. 2306-2023, Page from 24644 to 24658, at the Office of ADSR Durgapur, dated-23.02.2023.

AND after such purchased, the present land owner recorded his name in LR, record of right under separate LR. Parcha being Khatian No. 4151.

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 Owners/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

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 OWNNER(S): Shall mean the said MR. CHHOTELAL RAM SUBODH KUMAR @ C SUBODH KUMAR [PAN NO. BSNPS5968R] [AADHAAR NO. 782313872833], Son of Chhotelal Ramand includes his/her heirs, representative, executors, administrator and assigns.

DEVELOPER. Shall mean RMG BUILDCON[PAN NO.ABJFR4470R], represented by its partners namely(1) MR.NILKANTA CHAND[PAN-ATUPC6488M] son of Sri Pradip Chand. (2)MR. AVINASH KUMAR[PAN NO. AYRPK7047E] [AADHAAR NO. 4142 4490 9657] Son of Kanhaiya Lal Agrawal and includes their heirs, representative, executors, administrator and assigns and successors.

- PREMISES. Shall mean land measuring 6 Katha or 9.9Decimal comprising in R.S. Plot
 No. 1016/3175 corresponding to L.R. Plot No. 1205 recorded in L.R. Khatian No.
 2778. present L.R. Khatian No. 4151, situated at District Paschim Bardhaman,
 Additional District Sub Registrar Office & Sub Division Durgapur, P.S. –New
 Township, within the limit of Jemua Gram Panchayat, under Mouza-Jemua, J.L. No. –
 105, Classification of land Baid and proposed use for Residential Housing Complex.
- 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 JEMUA GRAM PANCHAYAT.
- 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.
- 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.
- OWNERS'ALLOCATION Shall mean the Non-refundable amount, Flats and Parking mentioned in the Second Schedule according to Approved Building Plan of JEMUA GRAM PANCHAYAT together with the undivided impartible proportionate interest in the said land.

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- a) That the payment to the land owner any sum by way of consideration as mutually agreed upon. It can be lump sum payment, some portion of construction area or some percentage of sales realization, subject to TDS as per Income Tax Act 1961 as applicable time to time.
- 4. 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 and the right to use thereof in the premises upon construction of the said building as per approved Building Plan of JEMUA GRAM PANCHAYAT.
- 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.
- 6. BUILDING PLAN, shall mean the plan or plans for the construction of the new building to be submitted or to be sanctioned by the JEMUA GRAM PANCHAYAT with the alterations and modifications as may be made by the developers with the approval of the appropriate authority from time to time.
- 7. 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.
- 8. 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.
- 9. TITLE DEED, shall mean an includes the following deeds and documents.-
 - A. Regd. Sale Deed being No. I-1445 for the year 2023.
 - B. Regd. Sale Deed being No. I-6819 for the year 2012.
 - C. Regd. Sale Deed being No. I-436 for the year 1978.



D. Regd. Sale Deed being No. I-437 for the year 1978.

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10. 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

- The owner is 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.
- There is no legal bar or otherwise for the owner to obtain the certificate under the provision of the Income Tax Act, 1961 or other consents and permission that may be required.
- There is no excess vacant land in the said premises and is not vested under the urban land(celling and regulation) act, 1976.
- 4. That the land owner 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.
- The said premises are free from all encumbrances, charges, liens, lispendents, attachments, trusts, debtors, walkf, mortgage, and acquisitions whatsoever.
- 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.
- 7. That the Developer shall bound to inform and handover a copy of Approved Building Plan within 30 days from the date of received from the competent authority and also bound to provides specific Allocation of all Landowners as per share ratio mentioned above by executing a separate "Allocation Agreement" in favour of the Landowners. It is also mentioned that the Developer have right to choice 50% of Flats & Car Parking spaces of their "Landowners' Allocation Part".



ARTICLE-IV: DEVELOPERS RIGHTS

2. The developers shall be entitled to prepare, modify or alter the plan with approval of the owner and submit the same to the appropriate authority in the name of the owner 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

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 AND WHEREAS the First Parties/Land Ownersagreed the following allocation as per their "Landowners" allocation area as follows :-

MR. CHHO' RAM SUBOI KUMA SUBOI KUMA	BHK Flat, being No. 3C on 3 rd Floor measuring Super Built-up Area of 1097.74 Sq. Ft. and Built-up Area of 877.92 Sq. Ft. along with Car
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- according to the approved & permitted by the JEMUA GRAM PANCHAYAT along with Security Deposit amount of Rs. 25,00,000/-(Rupees Twenty Five Lakh) only which is non-refundable.
- In consideration of the owners having agreed to permit to the developer to sell the flats and with/without Car Parking Spaces(except Land owners' 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 JEMUA GRAM PANCHAYAT and ADDA Paschim Bardhaman 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 36 months from the date of received Sanctioned Plan from Jemua Gram Panchayat authority, with further additional period of 6 months if needed, 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

- 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 JEMUA GRAM PANCHAYAT.
- 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. That after execution of this Development Agreement any legal problem will arise in near future, the Landowner shall clear the same in favour of the Developer and if any cost or expenses arise, the Landowner shall solely compensate the same or due to such reason if the construction work of the Developer will stop for certain period, that period will exclude from the entire duration for completion of the said proposed Project.
- That the Landowner shall bound to provide Development Charges in respect of her each Allocation Flats and Parking space according to the Norms of the Developer.

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 owners' 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 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 owners 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 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.



- 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 with structure thereon the developer shall be entitled demolish. The existing structure at its Developer's costs and expenses by his contractor and all salvage materials arising there from shall belong to the Developer.
- 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 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 infavour 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.



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 or any type of loan 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

- 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 owner 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.
- 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.
- Both the OWNERS and DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.

ARTICLE-XL BUILDING

 The developers shall at his 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

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completed entirely by the developers within 36months from the date of received Sanctioned Plan from Jemua Gram Panchayat authority, with further additional period of 6 months if needed...

- 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 owner 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 owner 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.
- 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

- The developer shall pay and bear the property taxand 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 developer can registered



and delivered 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 owner 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

- 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 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 work; the owner shall bound to provide all expenses of construction work as per mutual settlement with the Developer.



- The Developer RMG BUILDCON [PAN NO.ABJFR4470R], 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, it required then demolishing the existing structures over the said landed property thereon.
- 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.

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- 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.
- 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 currency 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 36months from the date of received Sanctioned Plan from Jemua Gram Panchayat authority, 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 owners 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 to the prospective buyer. In case the Developer fails to deliver the possession of the flats to the prospective buyers 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.

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ARTICLE -XV. OWNER'S INDEMNITY

- The owner hereby undertakes that the developer shall be entitled to the said construction of the new building and shall enjoy its allotted space 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.
- That if the Owner intended to sale Owner's allocation through the Developer in that case the Developer will get Sale price as per mutual understanding of both parties.

ARTICLE -XVI. DEVELOPER INDEMNITY

- The developer hereby undertake to keep the owner 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.
- The developer hereby undertake to keep the owner 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.

ARTICLE-XVII. LEGAL PROCEEDING

- The owner 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 owner 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 owner to defend all suits and proceeding which and the owner's 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 owner 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 owner's also undertake to sign and execute all such additional application and other 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 owner 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 in terms thereof provided however the developer shall be entitle to borrow money from any Bank without creating any financial liability of the owner or affecting the estate and interest in the said premises and it is being expressly agreed and understood that in no event the owner or any other estate shall be responsible and/or made liable for payment of any dues of such banks and for that purpose, the developer shall keep the owners' indemnity against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- The name of the building shall be as desired by the parties after completion of the proposed building.
- 6. Both the developer and the Owner shall frame a scheme for the management and administration of the said building and or common parts thereof Owner 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 (the Stamp duty or Registration fees and all other expenses towards the registration will be borne by the intending-purchaser).

(And)

ARTICLE -XIV. FORCE MAJEURE

- 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.
- 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.
- 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 -XV: BREACH & CONSEQUENCE

The owners have every right to cancel and/or rescind this Agreement and Development power of Attorney after 36 months and grace period of 6 months if the Developer shall unable to complete the construction work or fail to make payment 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 is 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 owners in any manner whatsoever.

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-XVI. JURISDICTION



The Court at Durgapur, Faschim Bardhaman shall have the jurisdiction to try and entertain all actions, suits proceedings arising out of this agreement.

ARTICLE -XVII. 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 bi, 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

Picce and parcel of Baid land measuring an area 6 Katha or 9.9 Decimal comprising ISS. Plot No. 1016/3175 corresponding to L.R. Plot No. 1205 under L.R. Khatian No. 2778, present L.R. Khatian No. 4151, situated at District – Paschim Bardhaman, Additional District Sub – Registrar Office & Sub – Division – Durgapur, P.S. –New Township, within the limit of Jemua Gram Panchayat, under Mouza–Jemua, J.L. No. – 105, Classification of land – Baid and proposed use for Residential Housing Complex.

BUTTED & BOUNDED BY:-

North : R.S. Plot No. 1016/3175(P);

South , R.S. Plot No. 1016/3175(F);

East R.S. Plot No. 1016/3175(F);

West . 24 Feet Wide Kancha Road.

SECOND SCHEDULE ABOVE REFERRED TO (LAND OWNER'S ALLOCATION)

1	MR. CHHOTELAL RAM SUBODH KUMAR @ C SUBODH KUMAR	The Landowner MR. CHHOTELAL RAM SUBODH KUMAR @ C SUBODH KUMAR will get one 3-BHK Flat, being Flat No. 3C on 3 rd Floor measuring Super Built-up Area of 1097.74 Sq. Ft. and Built-up Area of 877.92 Sq. Ft. according to approved Plan or area together with the undivided impartibly proportionate interest in the said land according to the approved & permitted by the
		JEMUA GRAM PANCHAYAT along with Security Deposit amount of Rs. 25,00,000/- (Rupees Twenty Five Lakh) only which is non-refundable.

Adv

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 and the right to

seem all entire building including common facilities of the building along with and wided proportionate share of the said "property/premises" absolutely shall be the property of the Developer except the Landowners' allocation as stated above and the right to use thereof in the premises upon construction of the said building as per approved Building Plansof JEMUA GRAM PANCHAYAT.

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 and DEVELOPER are attested in additional pages in this deed and the same are treated as part and parcel of this deed.

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

SIGNED AND DELIVERED by the Land Owner and Developer at DURGAPUR in the presence of.

WITNESSES.

14 Souria Reay 1. Spo. Plan (ay Jo- Francy & Bart.

2) Biswaruf Banik Go. Hadan Banik

Plo - Vidyasagar Pully Bennolity

PN - 713213

Signature of Land Owner

RMG BUILDCON

Stilleanter chand

RMG BUILDCON

annach timas Partner

Signature of the Developer

Drafted and Typed at my office & I read over & Explained in Mother languages to all parties to thisdeed and all of them admit that the same has been correctly written as per their instruction

Hinanya maji

Hiranya Maji Advocate, Durgapur Court En.No.F 363/128/2019.





উপরের হবি ও টিপ গুলি আমার হারা প্রত্যায়িত হইল color passport size photograph, finger print & attested by me (Sy C Subodh from

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বাম হাত eft Hand					N	iu.

উপরের ছবি ও টিপ গুলি আমার ছারা প্রত্যায়িত হইল color passport size photograph, finger print & attested by me Nilkanta chand

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উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রতায়িত ইইল color passport size photograph, finger print & attested by me account Lines.

ভান হাত Right Hand					
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বাম হাত Left Hand					

উপরের ছবি ও টিপ ভলি আমার হরা প্রতায়িত হইল color passport size photograph, finger print & attested by me

DETAILS OF IDENTIFIER WITH PHOTO

(শনাক্তকারীর সচিত্র বিবরণ)

1:	NAME (না	ম)	* 1 <u>**</u>	SouriA	<	cy_	
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Govt. of West Bengal rectorate of Registration & Stamp Revenue GRIPS eChallan





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11/07/2024 12:05:12

SBI Epay

GRN Date:

Bank/Gateway:

Payment Mode:

Method:

SBIePay Payment

Gateway

BRN:

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Gateway Ref ID:

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State Bank of India NB

GRIPS Payment ID:

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Payment Status:

Successful

Payment Init. Date: Payment Ref. No:

2001815656/2/2024

[Query No/*/Query Year]

positor Details

Depositor's Name:

Ms RMG BUILDCON

Address:

Durgapur 06

Mobile:

9735168110

Period From (dd/mm/yyyy): 11/07/2024

Period To (dd/mm/yyyy):

11/07/2024

Payment Ref ID:

2001815656/2/2024

Dept Ref ID/DRN:

2001815656/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C	Head of A/C	Amount (₹)
1	2001815656/2/2024	Description Property Registration- Stamp duty Property Registration- Registration Fees	0030-02-103-003-02 0030-03-104-001-16	
2	2001815656/2/2024	Property Registration - Registration 1 Cos	Total	29525

TWENTY NINE THOUSAND FIVE HUNDRED TWENTY FIVE ONLY. IN WORDS:

Major Information of the Deed

	1-2306-07136/2024	Date of Registration	11/07/2024	
100	2306-2001815656/2024	Office where deed is re		
Surry No Year Surry Date	10/07/2024 12:56:44 PM	A.D.S.R. DURGAPUR, District Paschim Bardhaman		
Applicant Name, Address & Other Details	Swepan Kumar Dutta Durgapur Court, Thana: Durgapur 713216, Mobile No.: 9735168110	pur, District : Paschim Bardhaman, WEST BENGAL, PIN 110, Status : Advocate		
	I lat is more	Additional Transaction		
Tennsaction [u110] Sale, Development A agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agre- than Immovable Proper 25,00,000/-]	ement : 1], [4311] Other	
		Market Value		
Set Forth value		Rs. 15,23,075/-		
0.4601		Registration Fee Paid		
Stampduty Paid(SD) Rs. 5,011/ (Article:48(g))		Rs. 25,014/- (Article:E,	E, B)	

Land Details:

District. Paschim Bardhaman, P.S.- New Township, Gram Panchayat: JEMUA, Mouza: Jemua, Jl No: 105, Pin Code:

/132 Sch	Plot	Khatian		Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
11117	Number LR 1205 IRS			6 Katha		15,23,075/-	Width of Approach Road: 24 FL,	
	1016/31/5) Grand	Total :		-	9,9Dec	0 /-	15,23,075 /-	

		ure	Signature
Name	Photo	Finger Print	
Mr Chhotelal Ram Subodh Kumar, (Alias: C Subodh Kumar) (Presentant) Son of Chhotelal Ram Executed by: Self, Date of Execution: 11/07/2024 Admission: 11/07/2024, Place Othice	110///024	Captured	Min Chintend for

Cechnal, Tamil Nadu, India, PIN:- 600057 Sex: Male, By Caste: Hindu, Occupation:

Citizen of: IndiaDate of Birth:XX-XX-1XXZ, PAN No.:: BSxxxxxx8R, Aadhaar No:

XXXX2833, Status: Individual, Executed by: Self, Date of Execution: 11/07/2024

Tited by: Self, Date of Admission: 11/07/2024, Place: Office

Developer Details:

51 Name, Address, Photo, Finger print and Signature

9

RMG BUILDCON

Flolding No. 649/N, Shrishti Nagar, Road-71, Hari Bazar, Landmark-Shrishti Enclave, City:- Durgapur, P.O:-Durgapur, P.S.-New Township, District -Paschim Bardhaman, West Bengal, India, PIN:- 713206 Date of Incurporation:XX-XX-2XX4, PAN No.: ABxxxxxx0R, Aadhaar No Not Provided by UIDAI, Status:Organization, I-secured by: Representative

Representative Details:

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Mr Nilkanta Chand Son of Pradip Chand Parts of Execution 11/07/2024, Admitted by: Self, Date of Admission: 11/07/2024, Place of Admission of Execution: Office	AL 11 1920 4 2399	Captured	Salleante affinal

Village: Baidyanathpur, P.O.- Amdahi, P.S.-Faridpur, District: Paschim Bardhaman, West Bengal, India, PIN: 713381, Sex: Malo, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4, PAN No.:: ATxxxxxx8M, Aadhaar No: 41xxxxxxxx7504 Status: Representative, Representative of RMG BUILDCON (as PARTNER)

		The state of the s		
2	Name	Photo	Finger Print	Signature
	Mr Avinash Kumar Son of Kanhaiya Lal Agrawal Date of Execution 11/07/2024, Admitted by: Self, Date of Admission: 11/07/2024, Place of Admission of Execution: Office		Captured	the same terms and the same terms are
		Jul 11 2001 1-39796	110//2024	11/0/170024

Arya Samaj Road, Noar Kanni Ram Chowk, City:- Not Specified, P.O:- Daltonganj, P.S:-DALTONGANJ SADAR, District:-Palamu, Jharkhand, India, PIN:- 822101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8, PAN No.:: AYxxxxxx7E, Aadhaar No: 41xxxxxxxxx965/ Status: Representative, Representative of: RMG BUILDCON (as PARTNER)

or Coy-Durgapur II O. F PS Korksa District West Bengal, India,





Finger Print



11/0//2024

11/07/2024

11/07/2024

Bereiter C. Mr. Ochotolal Ram Subodh Kumar, Mr. Nilkanta Chand, Mr. Avinash Kumar

Transfer of property for L1

SI.No From

Mr Chhotelal Ram Subodh Kumar

To. with area (Name-Area) RMG BUILDCON-9.9 Dec

Land Details as per Land Record

Destrict Paschim Bardhaman, P.S.: New Township, Gram Panchayat: JEMUA, Mouza, Jemua, Jl No: 105, Pin Code:

713200 Sch No 11	Plot & Khatian Number		Details Of Land	Owner name in English as selected by Applicant
		1205, LR Khatian	Ownorth year gast. Gurdian added to Address offeren. Classification: 4%, Area 0.09900000 Acre.	Mr Chhotelal Ram Subodh Kumar



sability(Rule 43,W.B. Registration Rules 1962)

annual rule 21 of West Bongal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 Samp Act 1899.

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

for registration at 12:45 hrs on 11-07-2024, at the Office of the A.D.S.R. DURGAPUR by Mr. Chhotelal Subodh Kumar Alias C Subodh Kumar, Executant,

Certificate of Market Value(WB PUVI rules of 2001)

Confice that the market value of this property which is the subject matter of the deed has been assessed at Rs 15.23.075

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

Execution is admitted on 11/07/2024 by Mr Chhotelal Ram Subodh Kumar, Alias C Subodh Kumar, Son of Chhotelal Ram, No. 83, Trinivoedhi Amman Koli Stroet, P.O: Eranavoor, Thana: ENNORE, , Chennai, TAMIL NADU, India, PIN -600057, by caste Hindu, by Profession Business

Indetified by Mr Souvik Roy, , , Son of Mr Alok Roy, Panagarh Bazar, P.O: Panagarh Bazar, Thana: Kanksa, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713148, by caste Hindu, by profession Advocate

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

L xocubon is admitted on 11-07-2024 by Mr Nilkanta Chand, PARTNER, RMG BUILDCON (Partnership Firm), Holding No. 649/N, Shrishti Nagar, Road-71, Han Bazar, Landmark- Shrishti Enclave, City:- Durgapur, P.O.- Durgapur, P.S.-New Township, District: Paschim Bardhaman, West Bengal, India, PN:- 713206

Indetried by Mr Souvik Roy, , , Son of Mr Alok Roy, Panagarh Bazar, P.O. Panagarh Bazar, Thana: Kanksa, Gty/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713148, by caste Hindu, by profession

Execution is admitted on 11-07-2024 by Mr Avinash Kumar, PARTNER, RMG BUILDCON (Partnership Firm), Holding No. 649/N, Shrishti Nagar, Road-71, Han Bazar, Landmark-Shrishti Enclave, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Peschim Bardhaman, West Bengal, India, PIN:- 713206

Indetified by Mr Souvik Roy, , , Son of Mr Alok Roy, Panagarh Bazar, P,O; Panagarh Bazar, Thana: Kanksa, City/Town, DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713148, by caste Hindu, by profession Auxocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,014.00/- (B = Rs 25,000.00/- ,E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 25,014/-Description of Online Paymont using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/07/2024 12 05PM with Govt. Ref. No: 192024250116329728 on 11-07-2024, Amount Rs: 25.014/-, Blank SHI F Pay (SBIoPay), Ref. No. 8216/12496/15 on 11-07-2024, Head of Account 0030-03-104-001-16

Stamp Duty payable for this document is Rs. 5,011/- and Stamp Duty paid by Stamp Rs 500.00/-.

pressed, Serial no 2445, Amount: Rs.500.00/-, Date of Purchase: 27/06/2024, Vendor name:

COLSE Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB 11-07-2024, 12:05PM with Govt. Ref. No: 192024250116329728 on 11-07-2024, Amount Rs: 4,511/-, Bank: SBiePay), Ref. No. 8216712496715 on 11-07-2024, Hoad of Account 0030-02-103-003-02

Rentandel

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 129830 to 129859
being No 230607136 for the year 2024.



Digitally signed by SANTANU PAL Date: 2024.07.12 19:29:51 +05:30 Reason: Digital Signing of Deed.

(Santanu Pal) 12/07/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

State St.