

7046

P-6996/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 634269

certified that the Document
is Admitted to Registration the
Signature Sheet and the Endr-
osements attached with this
Document are the Part of the
Document

9 JUL 2023

QUERY NO. 2001790975/2023

DEVELOPMENT AGREEMENT

Bengali
Adv

SINo. 332 Date 04.07.23
Sold to VINAYAK PROPERTIES
Address DGP-12

Value of Stamp 500

Date of Purchase of the stamp

Pepar from Treasury 20 JUN 2023

Name of the Treasury from
Durgapur

Chatterjee

Somnath Chatterjee

Stamp Vendar

A.D.S.R. Office, Durgapur-10

Licence No.-1/2016.17



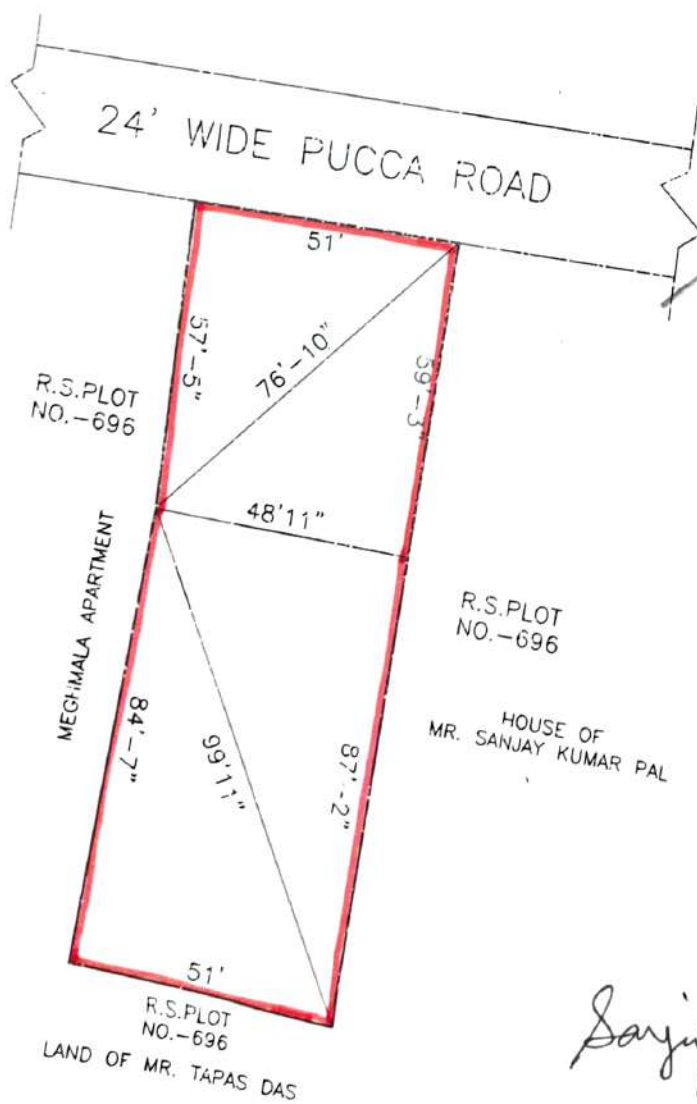
Add. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

19 JUL 2023

SKETCH PLAN SHOWING MORE OR LESS 10 KATHA OF LAND BY RED
BOUNDED IN LAYOUT PORTION OF R.S. PLOT-696(P) OF MOUZA-KURURIA
J.L.NO-56, P.S-DURGAPUR, DIST-PASCHIM BARDHAMAN.



R.S. INDEX MAP
SCALE: - 1" = 330'



Drawn by:-

Gorai
15/07/2023
UJWAL GORA
LAND SURVEYOR
SL NO. A/94 OF 2007-2008
NEHRU YUVAKENDRA-NADIA,
Ichabur, Paschim Bardhaman

Sanjay K. Pal



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

19 JUL 2023

DETAILS OF IDENTIFIER WITH PHOTO

(শনাক্তকারীর সচিত্র বিবরণ)

1. NAME (নাম) : SOUVIK ROY
2. FATHER/ HUSBAND NAME : ALOK ROY
(পিতা/ স্বামীর নাম)
3. OCCUPATION (পেশা) : OTHERS
4. PERMANENT ADDRESS (স্থায়ী ঠিকানা)
VILLAGE/TOWN (গ্রাম) Dangark Bazar
POST OFFICE (পোস্ট অফিস) Dangark Bazar
POLICE STATION (থানা) Kanura PIN 713148
DISTRICT(জেলা) Panchen Barchman STATE (রাজ্য) W.B
5. RELATIONSHIP WITH SELLER/BUYER (দলিলের বিক্রেতা/দাতা গনের সহিত সম্পর্ক) _____
6. AADHAR NO 4398 2382 4531
PAN _____
EPIC NO _____

আমি (শনাক্তকারী) _____ অএ দলিলের (Query No.) _____
বিক্রেতা/দাতা গনকে শনাক্ত করিলাম।

I, Souvik Roy as identifier identifying the executants
of the concerned deed (Query No.) 2001790975 /2023

ছবি সহ দশ আঙ্গুলের টিপ ছাপ

LEFT HAND						
RIGHT HAND						

Souvik Roy
IDENTIFIER SIGNATURE
(শনাক্তকারীর স্বাক্ষর)



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



192023240132753048

GRN Details

GRN: 192023240132753048 Payment Mode: SBI Epay
GRN Date: 18/07/2023 16:29:03 Bank/Gateway: SBIEpay Payment Gateway
BRN : 9258049306735 BRN Date: 18/07/2023 16:30:09
Gateway Ref ID: 202319939023446 Method: State Bank of India New PG CC
GRIPS Payment ID: 180720232013275303 Payment Init. Date: 18/07/2023 16:29:03
Payment Status: Successful Payment Ref. No: 2001790975/3/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr RANEN GOPAL TEWARI
Address: DURGAPUR
Mobile: 7908633193
Period From (dd/mm/yyyy): 18/07/2023
Period To (dd/mm/yyyy): 18/07/2023
Payment Ref ID: 2001790975/3/2023
Dept Ref ID/DRN: 2001790975/3/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001790975/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	6511
2	2001790975/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	10014
Total				16525

IN WORDS: SIXTEEN THOUSAND FIVE HUNDRED TWENTY FIVE ONLY.

PAID

Major Information of the Deed

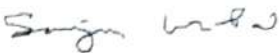
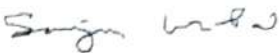
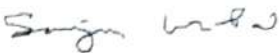
Deed No :	I-2306-06996/2023	Date of Registration	19/07/2023
Query No / Year	2306-2001790975/2023	Office where deed is registered	
Query Date	15/07/2023 5:27:16 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	Swapan Kumar Dutta Durgapur Court,Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 9735168110, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
	Rs. 40,83,750/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,011/- (Article:48(g))	Rs. 20,014/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Sabujnagar Road, Mouza: Kururia, JI No: 56, Pin Code : 713203

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-446 (RS :-696)	LR-2546	Bastu	Baid	10 Katha		40,83,750/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
Grand Total :					16.5Dec	0 /-	40,83,750 /-	

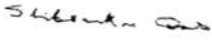
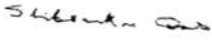
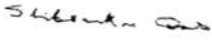
nd Lord Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Mr Sanjoy Kumar Pal (Presentant) Son of Madan Gopal Pal Executed by: Self, Date of Execution: 19/07/2023 , Admitted by: Self, Date of Admission: 19/07/2023 ,Place : Office </td><td>  </td><td>  </td><td>  </td></tr> <tr> <td>19/07/2023</td><td>LTI 19/07/2023</td><td>19/07/2023</td><td></td></tr> </tbody> </table> Rammohan Sarani, Sabuj Nagar, Amrai, Durgapur Steel Project, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713203 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ALxxxxxx1G, Aadhaar No: 86xxxxxxxx8561, Status :Individual, Executed by: Self, Date of Execution: 19/07/2023 , Admitted by: Self, Date of Admission: 19/07/2023 ,Place : Office	Name	Photo	Finger Print	Signature	Mr Sanjoy Kumar Pal (Presentant) Son of Madan Gopal Pal Executed by: Self, Date of Execution: 19/07/2023 , Admitted by: Self, Date of Admission: 19/07/2023 ,Place : Office				19/07/2023	LTI 19/07/2023	19/07/2023	
Name	Photo	Finger Print	Signature										
Mr Sanjoy Kumar Pal (Presentant) Son of Madan Gopal Pal Executed by: Self, Date of Execution: 19/07/2023 , Admitted by: Self, Date of Admission: 19/07/2023 ,Place : Office													
19/07/2023	LTI 19/07/2023	19/07/2023											

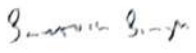
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	VINAYAK PROPERTIES B-95, Joy Jayanti Sarani, Bidhannagar, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212 , PAN No.: AAxxxxxx0Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Mr Shibsankar Das Son of Ananga Mohan Das Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission: 19/07/2023, Place of Admission of Execution: Office </td><td>  </td><td>  </td><td>  </td></tr> <tr> <td>Jul 19 2023 1:15PM</td><td>LTI 19/07/2023</td><td>19/07/2023</td><td></td></tr> </tbody> </table> Rishi Arabinda Pally, Street No. 4D, Durgapur-1,, City:- Durgapur, P.O:- Durgapur, P.S:-Coke Oven, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713201, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BKxxxxxx1F, Aadhaar No: 69xxxxxxxx1928 Status : Representative, Representative of : VINAYAK PROPERTIES (as PARTNER)	Name	Photo	Finger Print	Signature	Mr Shibsankar Das Son of Ananga Mohan Das Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission: 19/07/2023, Place of Admission of Execution: Office				Jul 19 2023 1:15PM	LTI 19/07/2023	19/07/2023	
Name	Photo	Finger Print	Signature										
Mr Shibsankar Das Son of Ananga Mohan Das Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission: 19/07/2023, Place of Admission of Execution: Office													
Jul 19 2023 1:15PM	LTI 19/07/2023	19/07/2023											
2	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Mr Ranen Gopal Tewari Son of Debasish Tewari Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission: 19/07/2023, Place of Admission of Execution: Office </td><td>  </td><td>  </td><td>  </td></tr> <tr> <td>Jul 19 2023 1:17PM</td><td>LTI 19/07/2023</td><td>19/07/2023</td><td></td></tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Ranen Gopal Tewari Son of Debasish Tewari Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission: 19/07/2023, Place of Admission of Execution: Office				Jul 19 2023 1:17PM	LTI 19/07/2023	19/07/2023	
Name	Photo	Finger Print	Signature										
Mr Ranen Gopal Tewari Son of Debasish Tewari Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission: 19/07/2023, Place of Admission of Execution: Office													
Jul 19 2023 1:17PM	LTI 19/07/2023	19/07/2023											

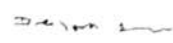
Rajbandh Bankali Tala, City:- Durgapur, P.O:- Rajbandh, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx7G, Aadhaar No: 56xxxxxxxx3788 Status : Representative, Representative of : VINAYAK PROPERTIES (as PARTNER)

3	Name	Photo	Finger Print	Signature
	Mr Santosh Singh Son of Jitan Singh Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission: 19/07/2023, Place of Admission of Execution: Office			
		Jul 19 2023 1:18PM	LTI 19/07/2023	19/07/2023

Hat Tala Road West, Karangapara, City:- Durgapur, P.O:- Durgapur, P.S:-Coke Oven, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713201, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: FExxxxxx8M, Aadhaar No: 68xxxxxxxx6694 Status : Representative, Representative of : VINAYAK PROPERTIES (as PARTNER)

4	Name	Photo	Finger Print	Signature
	Mr Chanchal Mondal Son of Bhairav Mondal Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission: 19/07/2023, Place of Admission of Execution: Office			
		Jul 19 2023 1:19PM	LTI 19/07/2023	19/07/2023

Village:- Badhna, P.O:- Panchet Dam, P.S:-NIRSHA, District:-Dhanbad, Jharkhand, India, PIN:- 828206, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CNxxxxxx6M, Aadhaar No: 60xxxxxxxx4938 Status : Representative, Representative of : VINAYAK PROPERTIES (as PARTNER)

5	Name	Photo	Finger Print	Signature
	Mr Debajyoti Banerjee Son of Arup Kumar Banerjee Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission: 19/07/2023, Place of Admission of Execution: Office			
		Jul 19 2023 1:19PM	LTI 19/07/2023	19/07/2023

9/28, Ranapratap Raod, A-zone, Durgapur Steel Town West, City:- Durgapur, P.O:- Durgapur, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713204, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxx8R, Aadhaar No: 20xxxxxxxx4554 Status : Representative, Representative of : VINAYAK PROPERTIES (as PARTNER)

Applicant Details :

Name	Photo	Finger Print	Signature
Mr Souvik Roy Son of Mr Alok Roy South Canel Par, Panagarh, City:- Durgapur, P.O:- Panagarh Bazar, P.S:- Kanksa, District -Paschim Bardhaman, West Bengal, India, PIN:- 713148			
	19/07/2023	19/07/2023	19/07/2023
Identifier Of Mr Sanjoy Kumar Pal, Mr Shibsankar Das, Mr Ranen Gopal Tewari, Mr Santosh Singh, Mr Chanchal Mondal, Mr Debajyoti Banerjee			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Sanjoy Kumar Pal	VINAYAK PROPERTIES-16.5 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Sabujnagar Road, Mouza: Kururia, JI No: 56, Pin Code : 713203

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 446, LR Khatian No:- 2546	Owner: সঞ্জয় কুমার পাল, Gurdian: মদন গোপাল, Address: নিজ , Classification: বাইদ, Area: 0.20000000 Acre,	Mr Sanjoy Kumar Pal

On 19-07-2023

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

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

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

Presented for registration at 12:04 hrs on 19-07-2023, at the Office of the A.D.S.R. DURGAPUR by Mr Sanjoy Kumar Pal ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 40,83,750/-

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

Execution is admitted on 19/07/2023 by Mr Sanjoy Kumar Pal, Son of Madan Gopal Pal, Rammohan Sarani, Sabuj Nagar, Amrai, Durgapur Steel Project, P.O: Durgapur, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713203, by caste Hindu, by Profession Business

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

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

Execution is admitted on 19-07-2023 by Mr Shibsankar Das, PARTNER, VINAYAK PROPERTIES (Partnership Firm), B-95, Joy Jayanti Sarani, Bidhannagar, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212

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

Execution is admitted on 19-07-2023 by Mr Ranen Gopal Tewari, PARTNER, VINAYAK PROPERTIES (Partnership Firm), B-95, Joy Jayanti Sarani, Bidhannagar, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212

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

Execution is admitted on 19-07-2023 by Mr Santosh Singh, PARTNER, VINAYAK PROPERTIES (Partnership Firm), B-95, Joy Jayanti Sarani, Bidhannagar, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212

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

Execution is admitted on 19-07-2023 by Mr Chanchal Mondal, PARTNER, VINAYAK PROPERTIES (Partnership Firm), B-95, Joy Jayanti Sarani, Bidhannagar, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212

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

Execution is admitted on 19-07-2023 by Mr Debajyoti Banerjee, PARTNER, VINAYAK PROPERTIES (Partnership Firm), B-95, Joy Jayanti Sarani, Bidhannagar, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212

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

ment of Fees

Certified that required Registration Fees payable for this document is Rs 20,014.00/- (B = Rs 20,000.00/- , E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 20,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/07/2023 4:30PM with Govt. Ref. No: 192023240132753048 on 18-07-2023, Amount Rs: 10,014/-, Bank: SBI EPay (SBlePay), Ref. No. 9258049306735 on 18-07-2023, Head of Account 0030-03-104-001-16
Online on 19/07/2023 2:31PM with Govt. Ref. No: 192023240134257778 on 19-07-2023, Amount Rs: 10,000/-, Bank: SBI EPay (SBlePay), Ref. No. 4510417150533 on 19-07-2023, Head of Account 0030-03-104-001-16

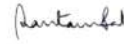
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,011/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 6,511/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 332, Amount: Rs.500.00/-, Date of Purchase: 04/07/2023, Vendor name: SOMNATH CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/07/2023 4:30PM with Govt. Ref. No: 192023240132753048 on 18-07-2023, Amount Rs: 6,511/-, Bank: SBI EPay (SBlePay), Ref. No. 9258049306735 on 18-07-2023, Head of Account 0030-02-103-003-02
Online on 19/07/2023 2:31PM with Govt. Ref. No: 192023240134257778 on 19-07-2023, Amount Rs: 0/-, Bank: SBI EPay (SBlePay), Ref. No. 4510417150533 on 19-07-2023, Head of Account



Santanu Pal

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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 2306-2023, Page from 120275 to 120307
being No 230606996 for the year 2023.



Digitally signed by SANTANU PAL
Date: 2023.07.24 12:41:28 +05:30
Reason: Digital Signing of Deed.

Santanu Pal

(Santanu Pal) 2023/07/24 12:41:28 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)

THIS DEVELOPMENT AGREEMENT IS MADE ON 19TH DAY OF JULY, 2023

BETWEEN

MR. SANJOY KUMAR PAL [PAN- ALPPP8681G] [AADHAAR NO. 8655 6973 8561]

Son of Madan Gopal Pal, By Caste- Hindu, by nationality Indian, by Occupation- Business, resident of Rammohan Sarani, Sabuj Nagar, Amarai, Durgapur Steel Project, P.O.- Durgapur, P.S.- Durgapur, Dist- Paschim Bardhaman, West Bengal, Pin- 713203 HEREINAFTER refereed 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 heirs, representatives, executors, administrators, successors and assigns) of the **FIRST PART**

AND

VINAYAK PROPERTIES [PAN-AAXFV1440Q], a Partnership Firm having its registered office at B-95, Joy Jayanti Sarani, Bidhannagar, P.O.- Durgapur-12, P.S.-New Township, Dist.-Paschim Bardhaman, Pin-713212, West Bengal, represented by its Partners namely

1. **MR. SHIBSANKAR DAS** [PAN NO. BKJPD0301F] [AADHAAR-6922 6763 1928], Son of Ananga Mohan Das, by Nationality Indian, by faith-Hindu, by Occupation- Business, resident of Rishi Arabinda Pally, Street No. 4D, Durgapur-1, P.O.- Durgapur, P.S.- Coke-Oven, Dist.- Paschim Bardhaman, West Bengal, Pin.- 713201,
2. **MR. RANEN GOPAL TEWARI** [PAN NO. AFNPT9657G] [AADHAAR-5625 6038 3788], Son of Debasish Tewari, by Nationality Indian, by faith-Hindu, by Occupation-Business, resident of Rajbandh Bankali Tala, P.O.- Rajbandh, P.S.- Kanksa, Durgapur (m corp.), Dist.- Paschim Bardhaman, West Bengal, Pin.- 713212,
3. **MR. SANTOSH SINGH** [PAN NO. FEUPS1878M] [AADHAAR-6800 9944 6694], Son of Jitan Singh, by Nationality Indian, by faith-Hindu, by Occupation-Business, resident of Hat Tala Road West, Karangapara, P.O.- Durgapur, P.S.- Coke-Oven, Durgapur (m corp.), Dist.- Paschim Bardhaman, West Bengal, Pin.- 713201,
4. **MR. CHANCHAL MONDAL** [PAN NO. CNRPM9116M] [AADHAAR-6011 0044 4938], Son of Bhairav Mondal, by Nationality Indian, by faith-Hindu, by Occupation- Business, resident of Vill.- Badhna, P.O.- Panchet Dam, P.S.- Nirsa, Dist.- Dhanbad, Jharkhand, Pin.- 828206, and
5. **MR. DEBAJYOTI BANERJEE** [PAN NO. ANYPB2198R] [AADHAAR-2031 8306 4554], Son of Arup Kumar Banerjee, by Nationality Indian, by faith-Hindu, by Occupation-Business, resident of 9/28, Ranapratap Road, A- Zone, Durgapur Steel

Town West, P.O.- Durgapur, P.S.- Durgapur, Dist.- Paschim Bardhaman, West Bengal, Pin.- 713204, hereinafter jointly & severally called the "**DEVELOPER(S)**" (which term shall include their heirs, executors, representatives and assigns) of the **SECOND PART**.

WHEREAS the schedule mentioned land was owned, possessed and was recorded in the ROR having every right, title, interests thereon in the name of Sri Ajit Kumar Das, S/o. Nityananda Das, Sri Bhajahari Pal, S/o. Late Chandra Pal, Smt. Katubala Dasi, W/o. Late Renunanda Hadi & Smt. Patubala Dasi, W/o. Late Madan Hadi as aforesated who became the recent owners of the said land and forming part of the R.S. Plot No. 696 corresponding to L.R. Plot No. 446 admeasuring 22 Kathas or equivalent to 36 decimals.

AND WHEREAS the land owners during their peaceful possession jointly transferred measuring 22 Kathas or equivalent to 36 decimals of land comprising in R.S. Plot No. 696 corresponding to L.R. Plot No. 446 in favour of the present Vendor Sri Sanjoy Kumar Pal, S/o. Madan Gopal Pal by way of Regd. Sale Deed being No. I-5771 for the year 2002, registered at ADSR Durgapur, dated- 29.10.2002 and then the Vendor(s) has been in possession and enjoyment of the Schedule property and paying taxes and levies thereon having every right, title, interests thereon & is free from all such encumbrances, liens and appendages thereto and without any interferences, objection or interruption from anybody having permanent, heritable and transferrable right, title and interest therein as he become the owner of the land and forming part of the R.S. Plot No. 696 corresponding to L.R. Plot No. 446 admeasuring 22 Kathas or equivalent to 36 decimals of land and duly recorded his name in L.R. records of Rights and obtained L.R. Parcha being Khatian No. 2546 and provided a Sketch Plan related the aforesaid land.


AND WHEREAS the LAND OWNER(S) as the 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)/VENDOR is desirous of construction of a multi storied building containing several self-contained flats 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)/ VENDOR is 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 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 his own fund.

That the developers agreed to provide to the land owners **30% (Thirty) percent** structure of Salable Area of Flats according to approved Building Plan of DMC together with the undivided impartibly proportionate interest in the said land. The Allocations of OWNER(S) and Developer's will be final after received of Approved Building Plan from Durgapur Municipal Corporation.

The Developer will get entire building/s together with the undivided importable proportionate interest in the said land and the common portions & structure of Salable Area both Flats and Parking according to approved Building Plan of DMC together with the undivided importable proportionate interest in the said land after providing "landowners' allocation as mentioned above in this agreement.

That the developers agreed to provide the to the land owner Rs. 20,00,000/- (Rupees Twenty Lakh) only as interest free security deposit which would be adjusted at the time of handover of Landowner's allocation Flat. The Builder shall make said payment (Security deposit) part by part such as at the time of execution of Development Agreement, the Builder already provide a sum of Rs. 10,00,000/- (Rupees Ten Lakh) only on 18/07/2023 through Demand Draft(subject to payment/adjustment of TDS @ 10%) and at the time of starting of construction work of proposed Building, the Builder shall pay rest amount of Rs. 10,00,000/- (Rupees Ten Lakh) only in favour of the Land Owner as per mutual understanding of both parties and the said entire amount shall be adjusted at the time of delivery of "Landowner's Allocation part in favour of the Landowner.

The Allocations of OWNER(S) and Developer's will be final after received of Approved Building Plan from Durgapur Municipal Corporation.

AND WHEREAS I being satisfied with the said offer have agreed to enter into an agreement for development of said property as per terms and conditions set-forth below.

NOW THIS DEED OF AGREEMENT WITNESSETH and is hereby agreed between the parties hereto as follows.-

ARTICLE :- 1 , DEFINATION

1. OWNNER : Shall mean the said **MR. SANJOY KUMAR PAL** [PAN- ALPPP8681G] [AADHAAR NO. 8655 6973 8561] Son of Madan Gopal Pal, and includes herheirs, representative, executors, administrator and assigns.

2. DEVELOPER Shall mean the said **VINAYAK PROPERTIES** [PAN- AAXFV1440Q], a Partnership Firm having its registered office at B-95, Joy Jayanti Sarani, Bidhannagar, P.O.- Durgapur-12, P.S.-New Township, Dist.-Paschim Bardhaman, Pin-713212, West Bengal, represented by its Partners namely 1. MR. SHIBSANKAR DAS [PAN NO. BKJPD0301F] [AADHAAR-6922 6763 1928], Son of Ananga Mohan Das, by Nationality Indian, by faith-Hindu, by Occupation-Business, resident of Rishi Arabinda Pally, Street No. 4D, Durgapur-1, Durgapur (m corp.), Dist.- Paschim Bardhaman, West Bengal, Pin.- 713201, 2. MR. RANEN GOPAL TEWARI [PAN NO. AFNPT9657G] [AADHAAR-5625 6038 3788], Son of Debasish Tewari, by Nationality Indian, by faith-Hindu, by Occupation-Business, resident of Rajbandh Bankali Tala, P.O.- Rajbandh, P.S.- Kanksa, Durgapur (m corp.), Dist.- Paschim Bardhaman, West Bengal, Pin.- 713212, 3. MR. SANTOSH SINGH [PAN NO. FEUPS1878M] [AADHAAR-6800 9944 6694], Son of Jitan Singh, by Nationality Indian, by faith-Hindu, by Occupation-Business, resident of Hat Tala Road, West Karangapara, P.O.- Durgapur, P.S.- Coke-Oven, Durgapur (m corp.), Dist.- Paschim Bardhaman, West Bengal, Pin.- 713201, 4. MR. CHANCHAL MONDAL [PAN NO. CNRPM9116M] [AADHAAR-6011 0044 4938], Son of Bhairav Mondal, by Nationality Indian, by faith-Hindu, by Occupation-Business, resident of Vill.- Badhna, P.O.- Panchet Dam, P.S.- Nirsa-cum-chirkunda, Dist.- Dhanbad, Jharkhand, Pin.- 828206, and 5. MR. DEBAJYOTI BANERJEE [PAN NO. ANYPB2198R] [AADHAAR-2031 8306 4554], Son of Arup Kumar Banerjee, by Nationality Indian, by faith-Hindu, by Occupation-Business, resident of 9/28, Ranapratap Road, A- Zone, P.O.- Durgapur, P.S.- Durgapur Steel Town West, Durgapur (m corp.), Dist.- Paschim Bardhaman, West Bengal, Pin.- 713204, and includes their heirs, representative, executors, administrator and assigns and successors.

3. PREMISES : Shall mean 10 Katha of land, under Mouza- Kururia, J.L.No-56, R.S. Plot No-696 corresponding to L.R. Plot No. 446, without any Structure and proposed for Residential Housing Complex.

4. NEW BUILDING : Shall mean and include the multi storied building up to its Higher Limit or as may be extended further to be constructed at the said land in accordance with the plan to be sanctioned by the appropriate authority Durgapur Municipal Corporation or further storied if the authority granted.

6. COMMON FACILITIES 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 OWNER(S)ship Act 1972, or mutually agreed upon by the OWNER(S)s of the flats.

7. 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.

1. 8. OWNER(S)'S ALLOCATION, Shall mean 30% (Thirty) percent of saleable area according to Approved Building Plan of DMC together with the undivided impartible proportionate interest in the said land.
2. 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.

9. DEVELOPER'S ALLOCATION, after land owner allocation entire building/s together with the undivided impartible proportionate interest in the said land and the common portions after providing land owner allocation as mentioned in Para- 8 of approved Building Plan area of DMC together with the undivided impartible proportionate interest in the said land without transferring any OWNER(S)ship right in favour of the developer.

10. 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.

11. BUILDING PLAN, shall mean the plan or plans for the construction of the new building to be submitted or to be sanctioned by the appropriate authority of Durgapur Municipal Corporation with the alterations and modifications as may be made by the developers with the approval of the appropriate authority from time to time.

12. 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.

13. 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.

14. TRANSFeree shall mean the person, firm, limited company, association of persons or a body of individuals whether incorporated or to whom any space/ super buildup area in the building has been transferred.

15. TITLE DEED, shall mean an includes the following deeds and documents :-

A. Regd. Sale Deed being No. I-5771 of 2002

B. Parcha

C. rent receipt

D. Sketch Plan

16. WORDS IMPORTING, singular shall includes plural and vice -versa. Masculine gender shall includes feminine or neuter genders likewise importing feminine genders shall includes masculine and neuter genders shall includes masculine and feminine 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. OWNER(S)S RIGHTS AND REPRESENTATIONS

1. The OWNER(S) 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.
2. There is no legal bar or otherwise for the OWNER(S) 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 OWNER(S) 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, waqf, mortgage, and acquisitions whatsoever.

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6. There is no suit or proceeding regarding the title of affecting the title of the OWNER(S) in respect of the said premises or any parts thereof.

ARTICLE-IV. DEVELOPERS RIGHTS

1. The OWNER(S)s hereby grand subject to what has been hereinafter provided the exclusive rights to the developers to built, construct, erect and complete the said building compromising 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 OWNER(S) by demolishing the existing building and by constructing new building thereon.
2. The developers shall be entitled to prepare, modify or alter the plan with approval of the OWNER(S) and submit the same to the appropriate authority in the name of the OWNER(S) 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(S) 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 OWNER(S)S ALLOCATION of the building.
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.

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ARTICLE -V . APARTMENT CONSIDERATION

- I. In consideration of the OWNER(S)s having agreed to permit to the developer to sell the flat of the said premises and 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 or Durgapur Municipal Corporation/ZILA PARISHAD Paschim Bardhaman and

obtain all necessary permission and or approvals and or consent in the name of the land OWNER(S).

- 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) This agreement shall become effective from the date of execution of this Agreement.
- E) The new building will be constructed at the said premises within 30 Months from the date of sanction of the building plan or commencement of the building work whichever is later which is the essence of this contract. The said time will be enhanced for further 6 months for unavoidable circumstances.
- F) The aforesaid shall constitute the apartment consideration for grant of exclusive right for development for the said premises.

ARTICLES-VI. OWNER(S)'S ALLOCATION

- 3. In consideration of the above, the Developer will get entire constructed area except OWNER(S)'s allocation part in the premises in the said land including common facilities and amenities as per sanctioned plan of Durgapur Municipal Corporation, Dist- Paschim Bardhaman.
- 4. The Developer shall also construct erect and complete the said building at his own costs with entire common facilities and amenities of the building including electric lines fittings, lift, pump etc.
- 5. 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.
- 6. The Developer shall have no right, title and interest whatsoever in the OWNER(S)'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(S).
- 7. 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.
- 8. The Land owner shall bound to pay the development fees against all the Flats of "Landowner's Allocation Part".

ARTICLE -VII , DEVELOPER'S ALLOCATION

In consideration of the above, the developer shall be entitled to get total constructed area in the premises save and except OWNER(S)'s allocation as mentioned in the schedule below in the said land 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)'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 OWNER(S) and this agreement by itself shall be treated as consent by the OWNER(S) provided however the developer will not be entitled to deliver possession of Developer's allocation to any of its transferees until the Land OWNER(S) shall make a Regd. Development Power of Attorney in favour of the Developer for transfer of Flats as per Developer's Allocation in favour of prospective Purchasers.

ARTICLE-VIII . PROCEDURE

1. Upon execution of these presents the OWNER(S) shall grant a Regd. Development Power of Attorney in favour of the present Developer.
2. Immediately upon the Developer obtaining peaceful possession of the said premises/ vacant land with structure thereon the developer shall be entitled to demolish. The existing structure at its OWNER(S)'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(S) and for which purpose the OWNER(S) 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(S).
4. The OWNER(S) shall grant to the developer and /or nominee or nominees a Registered Development Power of Attorney and a Notarized General power of Attorney as may be required for the purpose of obtaining the Sanctioned Plan 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

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the matter with the DMC 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(S) in the deed of conveyance or transfer as the case may be the developer shall as the Constituted Attorney of the OWNER(S) is entitled to execute the deed of conveyance of transfer for and on behalf of the OWNER(S).
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(S) 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(S) 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 or any type of loan the land lord/OWNER(S) will not responsible but any major problem or any dispute regarding land or any legal bar/affair of any Loan Barden, the developer will not responsible and the OWNER(S) 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. That if any Land dispute is arise during construction work, in that case the Land OWNER(S) shall make compensate of all losses, damages if happen due to dispute of Land.

ARTICLE-X . SPACE ALLOCATION

1. That after completion of the building the OWNER(S) shall be entitled to obtain physical possession of the OWNER(S)'s allocation 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(S) 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(S) and OWNER(S) shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.
 3. The OWNER(S) 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(S) and the OWNER(S) 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(S).
 5. Both the OWNER(S) and DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.
 6. In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna and also make a Maintaining office of the developer etc. In other words the entire roof right will be developed upon the Developers and the Developer shall have and will unconditionally enjoy the right to erect further and future structure on and over the roof after obtaining Sanctioned plan from the competent authority in that case the OWNER(S) also have a right to claim proportionately as agreed before.

ARTICLE-XI . BUILDING

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1. 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 completed entirely by the developers within 30 months including the enhanced period of 6 Months from the date of Sanction of the building plan from the competent authority.
 2. The developer shall erect the said building at his own cost as per specification and drawings in the sanctioned plan with common amenities 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 OWNER(S)ship basis.

3. The developer shall be authorized in the name of the OWNER(S) 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(S) 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(S) 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(S) in writings.
5. All cost, charges and expenses including architect's fees shall be paid discharged and borne by the developer and the OWNER(S)s 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)'s allocation also include lift in the building the OWNER(S) shall be liable to contribute only of Electric Meter cost for his own allocation.

ARTICLES-XII. COMMON FACILITIES

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 OWNER(S)s 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(S) requesting the OWNER(S) to take possession of the OWNER(S)'s allocation in the building and the developer can registered and delivered the flats to the prospective purchasers.
3. As and from the date of service of notice of possession, the OWNER(S) and developer and the flat OWNER(S)'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(S) 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)'S OBLIGATION

1. The OWNER(S) 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(S) 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 Developer in all times before or after completion of the construction.

ARTICLE -XIV . DEVELOPERS' OBLIGATION

1. The developer hereby agrees and consents with the OWNER(S) to complete the construction of the new building within 30 months including the enhanced period of 6 Months from the date of Sanction of the building plan from the competent authority.

ARTICLE -XV. OWNER(S)'S INDEMNITY

1. The OWNER(S) 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(S) hereby declare that the OWNER(S)'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)'s declare that they have good right absolute authority, and power to enter into this agreement with the developer and the OWNER(S)s

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 OWNER(S) 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 OWNER(S) 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

1. The OWNER(S) 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(S) but as joint venture between the parties.
2. It is hereby expressly agreed by and between the parties hereto that it shall be entire responsibility of the OWNER(S) to defend all suits and proceeding which and the OWNER(S)'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 her own cost. The OWNER(S) 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)'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 OWNER(S)s 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 OWNER(S)s, if delivered to the developer by hand and duly acknowledgement due to the residence of the OWNER(S) 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(S) 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(S) or affecting the estate and interest in the said premises and it is being expressly agreed and understood that in no event the OWNER(S) 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 OWNER(S)' indemnity against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
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 OWNER(S) shall frame a scheme for the management and administration of the said building and or common parts thereof OWNER(S) 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(S) 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).

ARTICLE -XIV . FORCE MAJEURE

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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, Pandemic Covid-19 or any such allied pandemic circumstances arise, 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(S) beyond the force Majeure then time will not be essence of the contract and the OWNER(S) will not claim any damage for that.

ARTICLE -XV . BREACH & CONSEQUENCE

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, Paschim 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 of them Mr. Swapan Kumar Dutta, Advocate of Durgapur Court, appointed by the Developer and another will be appoint by the aggrieved person(s) 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 DURGAPUR COURT, Paschim Bardhaman as stated above.

FIRST SCHEDULED ABOVE REFERRED TO

All that piece and parcel of land measuring about **10 Katha** of land, under **Mouza- Kururia, J.L.No-56**, comprising in **R.S. Plot No-696** corresponding to **L.R. Plot No. 446**, under **L.R. Khatian No. 2546**, situated at Sabuj Nagar, Kururia and Sub Division & Sub Registry Office- Durgapur P.S- Durgapur, within Durgapur Municipal Corporation Area, Dist- Paschim Bardhaman, W.B., India, this property. Classification

of land is Baid and proposed use for Residential Housing Complex. One Sketch Map is annexed herewith with border "RED", which is part and parcel of this Agreement.

Butted and Bounded by :-

North:- 24 Feet wide Metal Road;

South:- R.S Plot No. 696(P);

East:- R.S Plot No. 696(P);

West:- R.S Plot No. 696(P).

SCHEDULE - B

Part-I

(SPECIFICATION)

WATER SUPPLY	DMC Water
WALLS	Conventional brickwork
BRICKS	Conventional/Fly ash bricks
CEMENT	Ultra Tech/Birla/Ambuja/Durgapur
WALL FINISH	Interior- wall putty Exterior- Combination of weather coat.
FLOORING	Floor 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, one wash basin, to be provided.
TOILET	Ceramic tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 7 feet. branded sanitary and one western type commode, one Indian type commode, Concealed plumbing and pipe work.
DOORS	Flush solid core/panel doors, and supreme or duraplast made PVC door in toilet.
WINDOWS	Aluminum sliding, smoke glass.
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. Switches belong to ISI mark, 1 nos of 15 amp point to be provided for each unit.
REINFORCEMENT	SAIL/SHYAM TMT-5000/Elegant.
ELECTRIC METER	Individual meter of each unit.

AMENITIES	Adequate standby generator for common areas, services. Lift provided for every floor in the building.
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Part-II

(Common Areas & Installations-common to the Co-Owners)

1. Paths passages and driveways in the premises other than those reserved by the Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Developer for use of any Co-Owner.
2. Staircases, lobby and landing of marble/granite/tiles of any description flooring having windows with standard section of aluminum and glass panes with stair cover on the ultimate roof.
3. Electric Sub-Station with transformer, control panels and accessories and wirings and the space required therefore.
4. Electrical wiring and fittings and fixtures for the common areas and installations including staircases, lobby and landings and operating the lifts.
5. Electrical installations with main switch and meter and space required therefore.
6. Lift machineries accessories and equipments (including lift machine rooms) and lifts wells for installing the same.
7. Fire fighting equipments including water reservoir tank and pump.
8. Water pump with electric motor and sump pump with motor.
9. Equipments and accessories to augment municipal water supply.
10. Overhead water tank and underground water reservoir with distribution pipes from the overhead water tank connecting to different Units, if any, and from the underground water reservoir and water filtration plant to the over-head water tank.

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of the OWNER(S)/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 WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the OWNER(S) AND DEVELOPER at DURGAPUR in the presence of:

WITNESSES:

1) Souvik Roy
S/o - ALOK Roy
P/O - Panagab Boran
Pin - 713148.

2) Jangam Chakraborty
S/o - Suman Chakraborty
S.M. + P.O. - Krishnamagar
PS - Bangalore
Dist. - Bankura
Pin - 722202

Sayen K. Pal.

Signature of the Land OWNER

VINAYAK PROPERTIES

Shibankar Das.
Partner

VINAYAK PROPERTIES

Ramen Gopal Teakhi
Partner

VINAYAK PROPERTIES

Santosh Singh.
Partner

VINAYAK PROPERTIES

Debjyoti Banerjee
Partner

VINAYAK PROPERTIES

Chanchal Khandelwal
Partner

Signature of the Land 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

Hiranya Maji

Hiranya Maji
Advocate

En. No.F/363/128/2019

ডান হাত Right Hand					
★	বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					



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

Shibsankar Das.

ডান হাত Right Hand					
★	বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					



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

Ranen Gopal Tewari

ডান হাত Right Hand					
★	বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					



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

Santosh Singh.

ডান হাত Right Hand					
★	বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					



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

Chanchal Kaurdal

ডান হাত Right Hand						
★	বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small	
বাম হাত Left Hand						



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

Debayot Banerjee

ডান হাত Right Hand					
★	বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					



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

Sanjoy K. S. P.

ডান হাত Right Hand					
★	বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					

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

ডান হাত Right Hand					
★	বৃদ্ধাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					

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