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11 AUG 2023

**DEVELOPMENT AGREEMENT**

**OR**

**CONSTRUCTION AGREEMENT**

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THIS DEVELOPMENT AGREEMENT OR CONSTRUCTION AGREEMENT is made before the Additional District Sub-Registrar Office at Durgapur on this 25<sup>th</sup> day of July, 2023,

**BETWEEN**

1. **Sri UPENDRA CHANDRA BARUI**, having PAN - AHZPB2724J, Aadhaar - 6669 4821 9853, Son of Late Parsuram Barui, aged about 67 years, by faith - Hindu, by occupation - Businesses, Nationality - Indian, Resident of Netaji Subhas Pally, Shyampur, P.O. - Durgapur, PIN - 713201, P.S. - Coke-Oven, District - Paschim Bardhaman formerly Burdwan, West Bengal, India; and
2. **Sri DEBABRATA BARUI**, having PAN - AKGPB4053L, Aadhaar - 2429 2901 5908, Son of Sri Upen Chandra Barui, aged about 35 years, by faith - Hindu, by occupation - Businesses, Nationality - Indian, Resident of Netaji Subhas Pally, Shyampur, P.O. - Durgapur, PIN - 713201, P.S. - Coke-Oven, District - Paschim Bardhaman formerly Burdwan, West Bengal, India; and

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

**AND**

**SHYAM DEVELOPERS**, having PAN No. - AFAPS4921H, having its Registered Office at B/19, Arvil Park, Fuljhore, Holding No. 54/N, P.O. - Durgapur, P.S. - New Township, District - Paschim Bardhaman, PIN Code - 713206, State - West Bengal, India, is a Partnership Firm under the Indian Partnership Act, 1932;

*As per resolution of the Board of Partners of "SHYAM DEVELOPERS", it has been resolved and passed unanimously at a meeting of the Board of Partners held on 24<sup>th</sup> June 2023, that the said Partnership Firm is represented by its following two Partners out of four Partners as an authorized signatory of all documents and deeds.*

**SHYAM DEVELOPERS** is being represented by its Two Partners out of Four Partners namely as follows:

1. **Sri SHYAMAL DUTTA**, having PAN: ANGPD2521C, Aadhaar - 6527 8942 2637, son of Late Shanti Ranjan Dutta, aged about 49 years, by faith - Hindu, by occupation - Businesses, Nationality - Indian, permanent resident of 11/35, SEPCO Township, B-Zone, Near Kali Mandir, Durgapur, District - Paschim Bardhaman formerly Burdwan, West Bengal, PIN Code - 713205, India, as the First Partner;

AND

2. **Sri SOUGATA ROY**, having PAN: **ANMPR3546D**, Aadhaar - **5612 0193 8521**, son of Sri Madhu Sudan Roy, aged about 39 years, by faith - Hindu, by occupation - Businesses, Nationality - Indian, permanent resident of 18/2, Chandidas Avenue, B-Zone, Durgapur, District - Paschim Bardhaman formerly Burdwan, West Bengal, PIN Code - 713205, India, as the Second Partner;

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

WHEREAS the **LAND OWNERS** or **VENDOR** or the **FIRST PARTY** are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of **BASTU / DANGA** land or premises or the property admeasuring about more or less **23.3 Decimal**, being situated at District - Paschim Bardhaman formerly Burdwan, Additional District Sub-Registry Office & Sub-Division - Durgapur, Durgapur Municipal Corporation, Ward No. - 42, Holding No. - 0048069 P.S. - Coke-oven, Mouza - Birbhanpur, J.L. No. - 91, PIN Code - 713201,

Sch. No.	Plot No.	Khatian No.	Land use Pro-posed	Land use ROR	Area of Developing Land as per Parcha / ROR	Name of Owner
L-1	L.R - 691	L.R-696	Other Commercial Usage	Danga	0.3 Decimal	Sri Upendra Chandra Barui
L-2	L.R - 692	L.R-696	Other Commercial Usage	Bastu	12 Decimal	Sri Upendra Chandra Barui
L-3	L.R - 710	L.R-696	Other Commercial Usage	Baid	1 Decimal	Sri Upendra Chandra Barui
L-4	L.R - 693	L.R-4911	Other Commercial Usage	Bastu	5 Decimal	Sri Debabrata Barui
L-5	L.R - 694	L.R-4911	Other Commercial Usage	Bastu	5 Decimal	Sri Debabrata Barui
					23.3 Decimal	

**Total Land = 23.3 Decimal**, hereinafter called the "**SCHEDULE PROPERTY**" (**LAND**), which was duly purchased by the present Land Owners (Sri Upendra

Chandra Barui, Sri Debabrata Barui) from respective Land Owners as per above respective registration sale Deed and they duly muted the Schedule mention property in their own name and they have hold and possessed as well as present owner of land area more particularly described in the below mentioned Schedule Property.

WHEREAS Sri Upendra Chandra Barui, son of Parashuram Barui purchased a piece and parcel of land measuring 4.5 katha or 7.425 decimal, out of 14 Katha or 23.30 decimals more or less of Schedule mentioned Land (L-1 to L-3) from Sri Bimal Krishna Kundu son of Bhim Chandra Kundu, of Netaji Shubhas Palli, Durgapur-1 vide a Sale Deed being No. 3852 of 2005 of Additional District Sub-Registry Office Durgapur and after that mutated his name in L.R. R.O.R. as Khatian No. - 696.

AND WHEREAS Sri Upendra Chandra Barui, son of Parashuram Barui. purchased a piece and parcel of land measuring 3.5 katha or 5.775 decimal out of 14 Katha or 23.30 decimals more or less of Schedule mentioned Land (L-1 to L-3) from Sri Bimal Krishna Kundu son of Bhim Chandra Kundu, of Netaji Shubhas Palli, Durgapur-1 vide a Sale Deed being No. 326 of 2006 of Additional District Sub-Registry Office Durgapur and after that mutated his name in L.R. R.O.R. as Khatian No. - 696.

AND WHEREAS Sri Debabrata Barui son of Sri Upendra Chandra Barui purchased a piece and parcel of land measuring 3 katha or 5 decimal out of 14 Katha or 23.30 decimals more or less of Schedule mentioned Land (L-4 to L-5) from Chhotelal Khotik and others vide a Sale Deed being No. 797 of 2007 of Additional District Sub-Registry Office Durgapur and after that mutated his name in L.R. R.O.R. as Khatian No. - 4911.

AND WHEREAS Sri Debabrata Barui son of Sri Upendra Chandra Barui purchased a piece and parcel of land measuring 3 katha or 5 decimal out of 14 Katha or 23.30 decimals more or less of Schedule mentioned Land (L-4 to L-5) from Smt. Chandana Ghosh and others, vide a Sale Deed being No. 6576 of 2010 of Additional District Sub-Registry Office Durgapur and after that mutated his name in L.R. R.O.R. as Khatian No. - 4911.

AND WHEREAS total land measuring about 23.30 decimal (more or Less) of land area (L-1 to L-5) situated at Mouza - Birbhanpur, JL No. 91, under the jurisdiction of Durgapur Municipal Corporation within Shyampur, P.O. - Durgapur, PIN - 713201, P.S. - Coke-Oven, District - Paschim Bardhaman formerly Burdwan, West Bengal, India; Individual Land share as follows:

In the L.R. Khatian No. - 696, in the name of Sri Upendra Chandra Barui,

- i) R.S. Plot No. - 1160, corresponding to L.R. Plot No. - 691, measuring more or less 0.30 decimal,
  - ii) R.S. Plot No. - 1159, 1160 corresponding to L.R. Plot No. - 710 measuring more or less 1 decimal,
  - iii) R.S. Plot No. - 1159, 1157 corresponding L.R. Plot No. - 692 measuring more or less 12 decimal;
- Total in three Plots 13.30 decimal, and

In the L.R. Khatian No. - 4911, in the name of Sri Debabrata Barui,

- i) R.S. Plot No. - 1158 corresponding to L.R. Plot No. - 694 measuring more or less 5 decimal, &
  - ii) R.S. Plot No. - 1157 corresponding to L.R. Plot No. - 693 measuring more or less 5 decimal,
- Total area in Two Plots being 10 decimal and

Therefore, total land measuring about 23.30 decimal (more or Less) of land area (L-1 to L-5) which elaborately mention in the **"SCHEDULE PROPERTY" (LAND)**,

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

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

AND WHEREAS, Sri SHYAMAL DUTTA, Sri SOUGATA ROY, Sri SUJIT PANDEY and Sri GOUTAM MISHRA have been meet in a round table open discussion in consecutive date at the office of the "SHYAM TRANSPORT", Ambuja, City Centre, Durgapur - 713216, in presence of Advocate, Charter Accountant and well-wishers with a view to create a new Partnership Firm among them to act as a Developers of various Project of Multi-storeyed Building Complex including residential and commercial Project and new Partnership Firm would be come under an agreement to effectively complete the Project of Multi-storeyed Building Complex over the

Land Development Schedule No. L-1 to L-5 more particularly described in the below mentioned Schedule Property and its contiguous land.

AND WHEREAS, a Deed of Partnership has been made on 22<sup>nd</sup> day of May 2023 before Smt. Atabi Banerjee, the Ld. Notary, Government of West Bengal, Registered No. – 48/2007, Durgapur – 713216, amongst

1. **Sri SHYAMAL DUTTA**, having PAN: **ANGPD2521C**, Aadhaar – **6527 8942 2637**, son of Late Shanti Ranjan Dutta, aged about 49 years, by faith - Hindu, by occupation - Businesses, Nationality – Indian, permanent resident of 11/35, SEPCO Township, B-Zone, Near Kali Mandir, Durgapur, District – Paschim Bardhaman formerly Burdwan, West Bengal, PIN Code – 713205, India, as the First Partner;
2. **Sri SOUGATA ROY**, having PAN: **ANMPR3546D**, Aadhaar – **5612 0193 8521**, son of Sri Madhu Sudan Roy, aged about 39 years, by faith - Hindu, by occupation - Businesses, Nationality – Indian, permanent resident of 18/2, Chandidas Avenue, B-Zone, Durgapur, District – Paschim Bardhaman formerly Burdwan, West Bengal, PIN Code - 713205, India, as the Second Partner;
3. **Sri SUJIT PANDEY**, having PAN: **AMUPP8781H**, Aadhaar – **3456 6069 6761**, son of Sri Sailendranath Pandey, aged about 60 years, by faith - Hindu, by occupation - Businesses, Nationality – Indian, permanent resident of Village & Post – Andal Gram, P.S.- Andal, District – Paschim Bardhaman formerly Burdwan, West Bengal, PIN Code - 713321, India, as the Third Partner; and
4. **Sri GOUTAM MISHRA**, having PAN: **AEAPM2698J**, Aadhaar – **8142 7063 1789**, son of Late Dasarath Mishra, aged about 61 years, by faith - Hindu, by occupation - Businesses, Nationality – Indian, resident of Village & Post – Durlabhpur, District - Bankura, West Bengal, PIN Code - 722133, India, as the Fourth Partner;

in the name and style of the Partnership firm is “**SHYAM DEVELOPERS**”, having PAN No. – **AFAFS4921H**, having its Registered Head Office and Principal place of business at B/19, Arvil Park, Fuljhore, Holding No. 54/N, P.O. - Durgapur, P.S. – New Township, District – Paschim Bardhaman, PIN Code – 713206, State – West Bengal, India under the Indian Partnership Act, 1932;

The Board of Partners of “**SHYAM DEVELOPERS**” has been passed a resolution at a meeting of the Board of Partners held on 24<sup>th</sup> June 2023, that the said Partnership Firm is represented by its First & Second Partners out of four Partners as an authorized signatory of all documents and deeds.

AND WHEREAS, the Land owner Serial No. 1. Sri Upendra Chandra Barui and the Land owner Serial No. 2. Sri Debabrata Barui have agreed that the below mention Schedule Property (the Land Schedule No. L-1 to L-5) is free from all sorts of encumbrances, attachments, charges, acquisition, requisition, legal flaws, claims, demands, dues, notices, religious or family disputes, legal proceeding in any court of law etc. in any nature whatsoever and all the previous deeds, documents and agreements if any in respect of the "Schedule Property" (the Land Schedule No. L-1 to L-5), have cancelled and non-effective from this deed of execution and they have not claim any amount and/or thing which is not mention here, whatsoever from the "SHYAM DEVELOPERS".

AND WHEREAS, this Development Agreement is being made afresh between the Land Owners (Serial No. 1. Sri Upendra Chandra Barui and Serial No. 2. Sri Debabrata Barui) and the Developer as "SHYAM DEVELOPERS".

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

AND WHEREAS, the Developer or the SECOND PARTY is a Partnership Firm under the Indian Partnership Act, 1932 and the said Developer firm has already earned credential and experience over various project of Multi-storeyed Building (Housing) Complex.

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

AND WHEREAS, the Land Owners and the Partners of the Developer Firm have been unanimously resolved that the project name will be "SHYAMSUNDAR HERITAGE" on the below mentioned Schedule Property.

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

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

### ARTICLE-I

#### DEFINITION

Unless this presents it is repugnant or inconsistent with:

1. **LAND OWNERS** shall mean the Land Owners mentioned in this indenture hereinabove and/or its successors, legal representative, heirs, executors, administrators and assigns.
2. **"DEVELOPER"** or the **SECOND PARTY** shall mean **"SHYAM DEVELOPERS"** being represented by its Partners as mentioned in this indenture herein below and/or its successors-in-office, legal representative, heirs, executors, administrators, nominees, liquidator and/ or assigns.

**SHYAM DEVELOPERS**, having PAN No. - **AFAFS4921H**, having its Registered Office at B/19, Arvil Park, Fuljhore, Holding No. 54/N, P.O. - Durgapur, P.S. - New Township, District - Paschim Bardhaman, PIN Code - 713206, State - West Bengal, India, is a Partnership Firm under the Indian Partnership Act, 1932; A Deed of Partnership has been made on 22<sup>nd</sup> day of May 2023 before Smt. Atabi Banerjee, the Ld. Notary, Government of West Bengal, Registered No. - 48/2007, Durgapur - 713216, amongst **Four Partners** namely as follows:-

- A. **Sri SHYAMAL DUTTA**, having PAN: **ANGPD2521C**, Aadhaar - **6527 8942 2637**, son of Late Shanti Ranjan Dutta, aged about 49 years, by faith - Hindu, by occupation - Businesses, Nationality - Indian, permanent resident of 11/35, SEPCO Township, B-Zone, Near Kali Mandir, Durgapur, District - Paschim Bardhaman formerly Burdwan, West Bengal, PIN Code - 713205, India, hereinafter called the First Partner;
- B. **Sri SOUGATA ROY**, having PAN: **ANMPR3546D**, Aadhaar - **5612 0193 8521**, son of Sri Madhu Sudan Roy, aged about 39 years, by faith - Hindu, by occupation - Businesses, Nationality - Indian, permanent resident of 18/2,

Chandidas Avenue, B-Zone, Durgapur, District - Paschim Bardhaman formerly Burdwan, West Bengal, PIN Code - 713205, India, hereinafter called the Second Partner;

C. **Sri SUJIT PANDEY**, having PAN: **AMUPP8781H**, Aadhaar - **3456 6069 6761**, son of Sri Sailendranath Pandey, aged about 60 years, by faith - Hindu, by occupation - Businesses, Nationality - Indian, permanent resident of Village & Post - Andal Gram, P.S.- Andal, District - Paschim Bardhaman formerly Burdwan, West Bengal, PIN Code - 713321, India, hereinafter called the Third Partner.

D. **Sri GOUTAM MISHRA**, having PAN: **AEAPM2698J**, Aadhaar - **8142 7063 1789**, son of Late Dasarath Mishra, aged about 61 years, by faith - Hindu, by occupation - Businesses, Nationality - Indian, permanent resident of Village & Post - Durlabhpur, District - Bankura, West Bengal, PIN Code - 722133, India, hereinafter called the Fourth Partner.

3. **PROPERTY** shall mean all the land premises mentioned in the Schedule hereunder written within the limits of the Durgapur Municipal Corporation, District - Paschim Bardhaman, and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line which more particularly described in the below mentioned Schedule Property.

4. **BUILDING** shall mean the new Multi-storeyed Building Residential cum Commercial Complex Compound namely "**SHYAMSUNDAR HERITAGE**", for residential purposes with a commercial benefit only to be erected, promoted, constructed, developed and built up in the premises of the schedule property in accordance with the plan to be sanctioned by the Durgapur Municipal Corporation.

5. **BUILDING PLAN** shall mean approved drawing sketch or plan of the residential cum commercial project of building to be sanctioned by the Durgapur Municipal Corporation in accordance with the building rules in the name of the Land Owners and it shall also include variation, modification, alteration thereon may be made by the Land Owners as an amendment plan and all revision, renewals and extensions thereon if any may be made by the Land Owners as a revised plan and the cost responsibilities or the construction charges and expenses will be provide by the Developer.

6. **ARCHITECT** shall mean person or firm to be appointed or nominated by the Land Owners and the Developer to made drawing sketch or plan of the residential cum commercial project for Construction of the proposed building.

7. **ADVOCATE** shall mean person knowing about law and legal matter or legal firm to be appointed or nominated by the Land Owners and the Developer for prepare and maintain of legal matters and registration process.
8. **CHARTER ACCOUNTANT** shall mean person knowing about law, accountant and legal matter or legal firm to be appointed or nominated by the Land Owners and the Developer for prepare and maintain of legal matters and registration process.
9. **TRANSFER** arising as grammatical variant or shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer or space/flat in multi-storied building to the intending purchaser and/or purchasers thereof save and expect the Land Owners' and Developer's allocation hereinafter special referred to.
10. **TRANSFEREES** shall mean the person or body of individual, firm, limited, firm, association or persons to whom any space/flat in the building is proposed to be transferred on ownership basis for Residential purpose by a Deed Conveyance for a valuable consideration by the Land Owners and Developer jointly or the respective space/flat of the said building and/or otherwise.
11. **TIME** shall mean the Project construction shall be completed a total period of 10 (ten) years from the date of approve sanctioned plan and additional grace period of 6 (six) months if required. If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant.
12. **COMMENCEMENT** This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.
13. **COVERED AREA** shall mean the plinth area of the building measuring at the floor level of the ground floor or any storied and as shall be computed by inclusion of the thickness of the internal and external walls.
14. **COMMON AREA** shall mean the area of the lobbies, staircase, landing and other portions of the building intended or required for ingress in and egress from any portion/flat or for providing free access to such portion/flat for the use of the flats/rooms i.e. common Security person Quarters (if any), water pump room in the ground floor and open terrace of the top floor etc. as per sanctioned building plan or plans and/or as may be decided by the Developer in consultation with the Land Owners.

*Signature*

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

*Signature*

Owners/Developer.

23. **COMMON ELEMENTS** shall mean those limited common elements which are for the use COMMON ELEMENTS of or benefit of all the units as more fully and particularly described of all the units as more fully and particularly described in the SECOND SCHEDULE hereinafter written.
24. **ROOF** shall mean and includes the roof of the said building on the top of the terrace and the roof right will be exclusively belongs to the all flat owners.
25. **FLAT** shall mean and include covered area and super build up area of the respective flat where it refers to the share of any purchaser or purchasers who shall be agreed to purchase or own any flat or portion in the New Building including the land or common area or parts thereon.
26. **PARKING** shall mean and include 125 sq. ft. of build up area where it refers to the share of any purchaser or purchasers who shall be agreed to purchase or own any parking or portion in the New Building premises subject to purchaser or purchasers should be purchased the flat on the proposed building of the schedule property. (including the land or common area or parts thereon,
27. **SUPER BUILT UP AREA** shall mean Carpet area + Proportionate share of common area = Total Super built up area.
28. **ALLOCATION OF THE LAND OWNERS** shall mean that the Land Owners thereto in consideration of allowing the Developer to develop the said schedule landed property as stated in the First Schedule herein below by raising the development and construction of a Multistoried Building Complex over the said schedule landed property and this development Agreement proposed to any construction which is beneficial to Developer and as per the approve sanctioned plan of the Competent Authority and in lieu of which the Land Owners also taken benefit arising out of this Project namely "**SHYAMSUNDAR HERITAGE**". the Developer agreed that they shall be bound to handover or allot 3 (three) Flat/Apartment 3BHK Flat for i) Flat No. 3F, on the Third Floor, ii) Flat No. - A situated on the beneath of the Top Floor and iii) Flat No. - A situated on the Top Floor, and Two Number of Covered Car Parking on Basement Floor, area measuring 125 sq. feet more or less in favour of Land Owners in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities & amenities of the said building.

*Signature*

- a. One Flat/Apartment should be on the Flat No. 3F, on the Third Floor, as 3BHK (three bed room, one drawing cum dining, one kitchen, two toilets and at least Three Balcony) at East- North- West facing in favour of Land owner;
- b. Second Flat/Apartment should be on the Flat No. – A situated on the beneath of the Top Floor, as 3BHK (three bed room, one drawing cum dining, one kitchen, two toilets and at least Three Balcony) at East-South-West facing in favour of Land owner;
- c. Third Flat/Apartment should be on the Flat No. – A situated on the Top Floor, as 3BHK (three bed room, one drawing cum dining, one kitchen, two toilets and at least Three Balcony) at East-South-west facing in favour of Land owner;
- d. Two Number of Covered Car Parking on Basement Floor, area measuring 125 sq. feet more or less in favour of Land Owners;
- e. That the Developer or the Second Party have agreed to pay a sum of **Rs. 2,80,00,000/- (Rupees Two Crore Eighty lakh) only** to both the Land owner Serial No. 1. Sri Upendra Chandra Barui & the Land owner Serial No. 2. Sri Debabrata Barui or the First Party in the following manner:  
It is pertinent to mention here that Sri SHYAMAL DUTTA, one of the partner of the Developer or the Second Party has already been paid Rs. 2,80,00,000/- (Rupees Two Crore Eighty lakh) only with written acknowledgement / receipt to both the Land owners Serial. No. 1. Sri Upendra Chandra Barui & Serial No. 2. Sri Debabrata Barui.

*Sri Upendra Chandra Barui*  
*Sri Debabrata Barui*

29. **ALLOCATION OF THE DEVELOPER** shall mean ALL THAT area except Land Owners allocated area will be allocated in favour of the Developer in respect of the Super built up area raising the development and construction of a Multistoried Building Complex over the said schedule landed property and this development Agreement proposed to any construction which is beneficial to Developer and as such the Developer will be sell each and every unit / flat / parking to earn money which calculate on the basis of the Super built up area in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities of the said building.
30. **RERA** stands for **Real Estate Regulatory Authority** came into existence as per the Real Estate (Regulation and Development) Act, 2016 which aims to protect the home purchasers and also boosts the real estate investments. **RERA** shall mean here that the Land owners Serial No. 1 & 2 and the Developer

**"SHYAM DEVELOPERS"** and its Four Partners and all the individual proposed Flat / Apartment buyers / purchasers have to be strictly following the guideline of the **RERA**.

31. **ADVERTISEMENT** shall mean that the Land owners do hereby allow and permit the Developer to display Advertisement / glow-sign board at project site or any other places at any time after execution of this Agreement. That the Developer with the consent of the Land Owners shall have liberty to generate funds by advertisements, selling, booking of the shops/ offices/ flats/ apartments / parking of the multistoried building proposed to be constructed on time over the said plot of land. The Developer or Board Meeting resolution as per fixation of booking Rate of the units/ flats, the Developer shall be entitled for booking of the units/ flats of the proposed construction of the building complex and to receive the payments in lieu of such sale/ booking of the units/ flats over the said schedule landed property in respect of the Developer portion except the Land Owners allocated Flat / Apartment.
32. **BOARD MEETING** shall mean that a Board or committee will consist to fulfilment the object of the project to smoothly complete the new Multi-storeyed Building Complex Compound for residential purposes with a commercial benefit only to be erected, promoted, constructed, developed and built up in the premises of the schedule property in accordance with the plan to be sanctioned by the Durgapur Municipal Corporation and in view of that the Board members are consist of seven persons in which four persons as the partners of the Developer or their authorised person and three persons from administrative part of the project or their authorised person (if any legal aspect or compliance has to be decided, then advocate will present on that Board meeting). All the decision of the Board meeting shall be written in Board meeting resolution book. Selling Rate will be finalised time to time as per market potentiality. In the Board meeting a special resolution will be taken or written whichever is/was not written in this Development Agreement.
33. **INTENDING BUYERS / PURCHASERS** shall mean that the Land Owners and the Developer shall have full liberty to sale of flat or built up spaces (i.e. apartments) out of the multistoried building proposed to be constructed on stipulated time period over the said plot of schedule land together with the undivided share and interest in the said plot of land to the intending buyers / purchaser and therefore the developer shall also have absolute right, power and authority to receive all moneys from such buyers being the agreed sale price thereof and to retain and appropriate the same.

*Signature*

**ARTICLE-II****COMMENCEMENT AND FIELD OF THIS AGREEMENT**

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

**ARTICLE-III****LAND OWNERS' REPRESENTATION**

1. That the Land Owners or the First Party or the One Part are absolutely seized, owned and possessed and sufficiently entitled to all those pieces or parcels of land proposed to use as Housing Complex or premises one of which is the property admeasuring more or less 23.3 Decimal, more particularly described in the below mentioned Schedule Property.
2. That the Schedule Property is free from all sorts of encumbrances, attachments, charges, acquisition, requisition, legal flaws, claims, demands, dues, notices, religious or family disputes, legal proceeding in any court of law etc. in any nature whatsoever.
3. That the said Schedule Property is majorly own acquired property of the Land Owners.
4. The Land Owners has agreed to cooperate with the Developer for the construction of a superstructure on the land the said Schedule Property.
5. That the said Schedule Property is not affected by any Road Alignment.
6. That from this date of execution of this Development Agreement, the Land Owners or the First Party have not entered into any other agreement with any person in respect of the said Schedule Property or create any change on the said Schedule Property and during pendency of this agreement for development of the said Schedule Property; the First Party shall not enter into any agreement with any other Developer or Promoter whatsoever and all the previous deeds, documents and agreements if any in respect of the "Schedule Property" (the Land Schedule No. L-1 to L-5), have cancelled and non-effective from this deed

*Signature*

of execution and/or not create any change in respect of the proposed Multistoried Building to be constructed by the Developer on the said Schedule Property.

7. That no notice of attachments, acquisition or requisition received from any competent authority in respect of the said Schedule Property.
8. That the land Owners has no embargo or outstanding dues in respect of Income Tax and/or the land Owners has not received any notice of attachments from the Income Tax Authority under the provisions of the Income Tax Act 1961.
9. That the Land Owners shall comply with all application(s) and requisitions for the purpose of development of the said property.

#### ARTICLE-IV

##### LAND OWNERS' RIGHT AND OBLIGATIONS AND REPRESENTATIONS

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

#### ARTICLE-V

##### DEVELOPER'S RIGHT AND RESPONSIBILITIES

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

1. That the Developer accepts the proposal of the Land Owners to develop the said schedule property by erecting new Multi-storeyed Building Residential Complex cum commercial complex thereon, more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions herein provided.
2. The Developer shall be erecting the earth and construction of new building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential use and shop can be constructed for commercial use. The

Developers' responsibility shall include coordinating with all other statutory authorities and to complete construction of the building as well as project on the strength of work, man power, including architect, engineer, plumbing, electrification, beautification, sanitary fittings and installation of other facilities and amenities to provide to the prospective purchaser(s).

3. All outgoings including others rates, taxes duties and other imposition by the Durgapur Municipal Corporation or other competent Authority in respect of the said property up to the date of execution of this agreement shall be paid by the Land Owners and thereafter all such taxes whatsoever shall be paid by the Developer.
4. All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.
5. The Developer under no circumstances is entitled to handover to any other developer leaving behind the instant agreement to take Loan or borrow any amount.
6. The Developer is/will entitled to take Loan or borrow any amount from any Nationalized Bank or any Private Bank or any financial institution in respect of the below mentioned Scheduled Property and in this transection the Developer has taken full responsibility and liability to repay the said Loan amount or borrowing amount. It is pertinent to mention here that the Land Owners has not taken any responsibility and liability to repay the said Loan amount or borrowing amount of the Nationalized Bank or any Private Bank or any financial institution in respect of the below mentioned Scheduled Property.
7. That any person claiming under them shall not interfere, question, hinder, inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfilment of all obligations of the Developer towards the Land Owners.
8. The Developers will complete the construction of the building as well as project with the standard materials as would be available in market, good, proper and substantial more fully and particularly described in the Fourth Schedule hereunder written and in compliance with the said drawings and specifications as are contained in the said plan to be sanctioned by the Durgapur Municipal Corporation.
9. The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owners and to submit the same to the

concerned authority in the name of the Land Owners at its own cost and responsibilities and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed New Building or project.

10. The Developer hereby undertakes to indemnify and keep indemnified to the Land Owners from and against any and all actions, charges, claims of any third party arising out of due to the negligence of noncompliance of any law, rules and regulations of the Durgapur Municipal Corporation or Government or any other Govt. or local bodies or authorities as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.
34. The Developer will complete the Project construction within a total period of 10 (ten) years from the date of approve sanctioned plan and additional grace period of six months if required. If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant.
35. The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the Land Owners indemnified.
36. The Developer shall obtain all necessary "No-Objection" certificates and procure "Completion Certificate" from all statutory and legal norms and keep the Land Owners indemnified.
37. That the Developer or the Second Party has agreed to provide following spaces as the Land Owner's Allocated area and spaces to the First Party or Land Owners Serial No. 1 & 2 within the proposed Multi-storeyed Building Residential Complex to be constructed over the below mention Schedule Property (Land) which detailed indication in the Article - XXI of the Allocation of the Land Owners

#### ARTICLE-VI

#### CONSIDERATION

1. The intending purchaser(s) and **three** Flat / unit of the Land Owner's Allocated area and spaces shall have the right to use/enjoy the common areas and common facilities also of the building as described in the Schedule-II mentioned herein under together with other flat purchasers.



2. The Developers will make arrangement for obtaining completion certificate from the Durgapur Municipal Corporation and handover the same to the Land Owners within six months from the date of handing over the possession to the owners as well as to the prospective purchaser(s).
3. Right of sales/transfer of Owners allocation and rights to enter into agreement for sale/transfer by deed of Conveyance of Owners allocation to the prospective buyers of Owners allocation shall laying upon the individual Owner only.
4. Be it stated here that, besides the owners share, the Developer will entitled to get the balance portion of the Buildings with a right to sale to any intending buyer or buyers which the Developer deemed fit and proper.

#### ARTICLE- VII

##### PROCEDURE

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

#### ARTICLE- VIII

##### POSSESSION

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

#### ARTICLE- IX

##### BUILDING

1. The Developer will at its own cost and responsibilities and on the basis of specification as per sanctioned Building plan shall construct, erect and

complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner a total period of 10 (ten) years from the date of approve sanctioned plan with further additional grace period of Six (6) months if required. If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant.

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

#### ARTICLE- X

##### RATES AND TAXES

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

#### ARTICLE- XI

##### SERVICE AND CHARGES

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

**ARTICLE- XII**

**COMMON RESTRICTION**

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

**ARTICLE- XIII**

**LEGAL COMPLIANCE**

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

**ARTICLE- XIV**

**OWNERS INDEMNITY**

The owners hereby undertake to keep the Developer indemnified against all

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

**ARTICLE- XV**

**TITLE DEEDS**

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

**ARTICLE- XVI**

**VALIDITY OF THE AGREEMENT**

1. The validity of this agreement is Ten years from the date of approve sanctioned plan and thereafter this development agreement will stand cancelled/dismissed/terminated automatically. If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant.
2. The Project construction shall be completed a total period of 10 (ten) years from the date of approve sanctioned plan with further additional grace period of Six (6) months if required and If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant. And thereafter this development agreement will stand cancelled/dismissed/terminated automatically.
3. Under Section 202 of Indian Contract Act will be taken into consideration in case of death of any of the Land Owners after execution of Development Agreement.
4. This development agreement will not stand cancelled/dismissed/terminated. If the terms and condition of this Agreement will not fulfill or violate, then both parties amicably compliance the same within 15 days.

**ARTICLE- XVII****FORCE MAJEURE**

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

**ARTICLE- XVIII****JURISDICTION**

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

**ARTICLE- XIX****GENERAL CONDITIONS**

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

**ARTICLE- XX****DEVELOPERS INDEMNITY**

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

**ARTICLE- XXI****ALLOCATION OF THE LAND OWNERS**

5. **ALLOCATION OF THE LAND OWNERS** shall mean that the Land Owners thereto in consideration of allowing the Developer to develop the said schedule landed property as stated in the First Schedule herein below by raising the development and construction of a Multistoried Building Complex over the said schedule landed property and this development Agreement proposed to any construction which is beneficial to Developer and as per the approve sanctioned plan of the Competent Authority and in lieu of which the Land Owners also taken benefit arising out of this Project namely "**SHYAMSUNDAR HERITAGE**". The Developer agreed that they shall be bound to handover or allot 3 (three) Flat/Apartment 3BHK Flat for i) Flat No. 3F, on the Third Floor, ii) Flat No. – A situated on the beneath of the Top Floor and iii) Flat No. – A situated on the Top Floor, and Two Number of Covered Car Parking on Basement Floor, area measuring 125 sq. feet more or less in favour of Land Owners in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities & amenities of the said building.

- a. One Flat/Apartment should be on the Flat No. 3F, on the Third Floor, as 3BHK (three bed room, one drawing cum dining, one kitchen, two toilets and at least Three Balcony) at East- North- West facing in favour of Land owner;
- b. Second Flat/Apartment should be on the Flat No. – A situated on the beneath of the Top Floor, as 3BHK (three bed room, one drawing cum dining, one kitchen, two toilets and at least Three Balcony) at East-South-West facing in favour of Land owner;
- c. Third Flat/Apartment should be on the Flat No. – A situated on the Top Floor, as 3BHK (three bed room, one drawing cum dining, one kitchen, two toilets and at least Three Balcony) at East-South-west facing in favour of Land owner;
- d. Two Number of Covered Car Parking on Basement Floor, area measuring 125 sq. feet more or less in favour of Land Owners;
- e. That the Developer or the Second Party have agreed to pay a sum of **Rs. 2,80,00,000/- (Rupees Two Crore Eighty lakh) only** to both the Land owner Serial No. 1. Sri Upendra Chandra Barui & the Land owner Serial No. 2. Sri Debabrata Barui or the First Party in the following manner:

*Sri Upendra Chandra Barui*

It is pertinent to mention here that Sri SHYAMAL DUTTA, one of the partner of the Developer or the Second Party has already been paid Rs. 2,80,00,000/- (Rupees Two Crore Eighty lakh) only with written acknowledgement / receipt to both the Land owners Serial. No. 1. Sri Upendra Chandra Barui & Serial No. 2. Sri Debabrata Barui.

**ARTICLE- XXII**

**ALLOCATION OF THE DEVELOPER**

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

**ARTICLE- XXIII**

**MISCELLANEOUS**

1. The Land Owners and the Developer herein entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and the Land Owner but as joint Development Agreement between the parties hereto.
2. Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land Owners if delivery by hand and duly acknowledge and/or sent by prepaid registered post with acknowledgement due and shall likewise any notice require to be given by the Land Owners shall be deemed without prejudice of the owner mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.
3. There is no existing agreement regarding the development and/or the sale of the said plot of land and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners and the conforming hereto both hereby unanimously and severally

declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises except the Developer herein.

4. Each terms of this agreement shall be consideration for the other terms.
5. Lift shall be installed for the use of the owners of the flats positively.
6. It is agreed that the Land Owners may be purchase any land which is connected/adjacent to the schedule property and the Developer shall be given No-objection to develop the said land also with a view to an amendment development agreement. The Developer may develop comprising the land taken from the Land Owners and schedule premises taken from the Land Owners and schedule premises may be used for entry/exit purpose to other lands acquired from the Land Owners.
7. The Developer has every right to purchase and/or develop the said schedule property of the Land Owners and has also every right to purchase and/or develop adjoining land or contiguous land of other land owners (person(s) or organization or company) with merge a vast plot of Land for the construction of a superstructure as per approved Plan of the Project namely "SHYAMSUNDAR HERITAGE". That the Land Owner or the First Party has not raised any objection in respect of amalgamation of the beside plot or adjoining plot or contiguous plot of land of the below mention Schedule Land Property for the construction of a superstructure and the Developer has every right to Develop the schedule land and its adjoining land / plot of the below mention Schedule Land Property as per approved Plan.
8. That the Land Owner or the First Party has not raised any objection in respect of amalgamation of the beside plot or adjoining plot or contiguous plot of the below mention Schedule Land Property for the construction of a superstructure and the Developer has every right to Develop the schedule land and its adjoining land / plot of the below mention Schedule Land Property.
9. The Developers shall be liable to pay all charges and deposits for obtaining sewer, Water and Electricity connections and meters in the proposed building.
10. **No right, title of the scheduled property (First Schedule as Land) is transferred in favour of the Developer by virtue of this Development Agreement.**

*Signature*

**FIRST SCHEDULE ABOVE REFERRED TO:****(LAND)**

all those pieces or parcels of **BASTU / DANGA** land or premises or the property admeasuring about more or less **23.3 Decimal**, being situated at District - Paschim Bardhaman formerly Burdwan, Additional District Sub-Registry Office & Sub-Division - Durgapur, Durgapur Municipal Corporation, Ward No. - 42, Holding No. - 0048069 P.S. - Coke-oven, Mouza - Birbhanpur, J.L. No. - 91, PIN Code - 713201,

Sch. No.	Plot No.	Khatian No.	Land use Pro-posed	Land use ROR	Area of Developing Land as per Parcha / ROR	Name of Owner
L-1	L.R - 691	L.R-696	Other Commercial Usage	Danga	0.3 Decimal	Sri Upendra Chandra Barui
L-2	L.R - 692	L.R-696	Other Commercial Usage	Bastu	12 Decimal	Sri Upendra Chandra Barui
L-3	L.R - 710	L.R-696	Other Commercial Usage	Baid	1 Decimal	Sri Upendra Chandra Barui
L-4	L.R - 693	L.R-4911	Other Commercial Usage	Bastu	5 Decimal	Sri Debabrata Barui
L-5	L.R - 694	L.R-4911	Other Commercial Usage	Bastu	5 Decimal	Sri Debabrata Barui
					<b>23.3 Decimal</b>	

**Total Land = 23.3 Decimal**

Individual share of the Land owner's as follows:-

Land owner serial number 1) Sri Upendra Chandra Barui has **13.3 Decimal** land;

Land owner serial number 2) Sri Debabrata Barui has **10 Decimal** land and ;

ROR of Total Land = **23.3 Decimal** within the limits of Durgapur Municipal Corporation and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line and bounded of follows :-

On the North : 100 Feet wide Durgapur - Bankura State Highway

On the South : House of Panchu Gopal Biswas

On the East : Plot of Kanu Ghosh and Shyam Developers

On the West : Plot of Bishu Adhikari and Durga sarkar

**SECOND SCHEDULE ABOVE REFERRED TO:****Common Uses**

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

**THIRD SCHEDULE ABOVE REFERRED TO:****General Specification of the Building**

- A. **FOUNDATION:** R.C.C. Column foundation and R.C.C. Framed structure based on individual columns from ground to top floor.
- B. **WALL:** 8" thick brickwork for outside wall and 3" thick Brick work all inside walls.
- C. **PLASTERING:** Sand Cement Mortar Plaster on inside and outside walls, ceiling etc.
- D. **DOORS:** on standard size fitting with handle and one household, one ring and one bolt for each of the inside flash door. The PVC frame with Pella will be fitted with each kitchen and toilet.
- E. **WINDOWS:** Iron glass Panel including Glass of 3mm thick and M.S. Grill.

*Signature*  
Sulhan  
Ashu

- F. **KITCHEN:** Black stone over platform with a Black stone sink fitted with one Babcock point and 2'-0" height over oven platform also with white local glaze tiles finishing.
- G. **TOILET:** Tiles on Floor and Dado up to 5'-0" height finished with local glaze tiles. One Indian Type water close white local pan for single toilet and one Extra English type commode only W.C.,. If provided, including P.V.C. Lowdown white local cistern, one C.P. Babcock point one C.P. Shower point shall be provided in each toilet
- H. **FLOORING:** In general flooring of Tiles in all bed rooms, drawing-cum-dining room, kitchen, toilet and etc.
- I. **DINNING/DRAWING:** One white local washbasin.
- J. **PLUMBING SANITATION:** Blue P.V.C. pipe to be used for outer and inner water connection as concealed works and P.V.C. Hedonist sanitary pipes and Fittings will be provided
- K. **ELECTRIC:** All wiring will be concealed up to and two lights, one fan and one 5 amp plug points in each bed room and one light and one exhaust fan points in each kitchen and two lights, one fan, one 5 amp plug in each Drawing-cum-dining room and one light point in each Toilet will be provided.
- L. **PAINTING:** Plaster of Paris will be provided on Inner sidewalls & ceiling of flats and to the outer walls of the Building will be finished with snow cream.
- M. **WATER SUPPLY:** water supply will be provided by Durgapur Municipal Corporation with pumps through overhead reservoir.,
- N. **COMMON FACILITIES:** Septic Tank, Water Supply Arrangements, Path ways, Lift, Boundary wall, Roof, meter space and other as stated hereinabove.
- O. **LIFT DETAILS:** Two (2 set) semi-automatic lift with SS body as per approved plan.
- P. **ELECTRIC METER:** Charges of procurement of Main Electric Meter will be provided on separately by the individual flat owners and the landowners. In case of installation of Transformer, the costs of the same are also to be borne by all flat owners and all the charges for the same will be paid proportionately.
- Q. **EXTRA WORK:** Any extra work viz. difference costs of site mosaic and enable, 3/4th part of balcony grill, costs of collapsible gate and other works then our standard specification given, hereinabove shall be treated as extra work and such amount will be paid by all proposed flat owners before the

execution of the work. The rates of extra work will be at per prevailing market price to be decided by the Developer & Land Owners. No outside work of the individual flat will be allowed for doing the said extra work (s).

**FOURTH SCHEDULE REFERRED TO ABOVE SHOULD BE BORN BY THE FLAT**

**OWNER(S)**

**[Maintenance Charges]**

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

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

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

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

*Upendra Ch. Barui*

(Sri UPENDRA CHANDRA BARUI)

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

*Debabrata Barui*

(Sri DEBABRATA BARUI)

SIGNED AND DELIVERED by the Partners No. 1 represented as the DEVELOPER in presence of:

For SHYAM DEVELOPERS

*Shyam Dutta*  
Partner

(Sri SHYAMAL DUTTA, partner of SHYAM DEVELOPERS)

SIGNED AND DELIVERED by the Partners No. 2 represented as the DEVELOPER in presence of:

For SHYAM DEVELOPERS

*Sougata Roy*  
Partner

(Sri SOUGATA ROY, partner of SHYAM DEVELOPERS)

WITNESS in presence of:

1. **Mr. NIMAI CHANDRA DAS**  
Son of Late Tarapada Das  
Resident of Vill. & P.O:- Gourbazar, P.S:- Faridpur,  
District:- Paschim Bardhaman,  
West Bengal, India, PIN Code :- 713381.

*Nimai chandra Das*

2. **Mr. MITHUN DUTTA**  
Son of Mr SWAPAN DUTTA  
Resident of Fuljhore Danga Para, P.O:- Durgapur,  
P.S:- New Township, District:- Paschim Bardhaman,  
West Bengal, India, PIN:- 713206

*Mithun Dutta*

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

*Jayanta Sarker*

(JAYANTA SARKAR)

Advocate,

District Court of Paschim Bardhaman & Durgapur Court.  
Enrolment No. = WB/65/1992 of West Bengal Bar Council.

## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

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



Shyam Dulder

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।  
Pass port size photograph & Finger Print of both hand attested by me

স্বাক্ষর  
Signature..... Shyam Dulder

## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

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



Subrata Roy

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।  
Pass port size photograph & Finger Print of both hand attested by me

স্বাক্ষর  
Signature..... Subrata Roy

## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

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



Perinchaek Barui

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।  
Pass port size photograph & Finger Print of both hand attested by me

স্বাক্ষর  
Signature..... Perinchaek Barui

## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

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



Debasita Barui

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।  
Pass port size photograph & Finger Print of both hand attested by me

স্বাক্ষর  
Signature..... Debasita Barui

## DETAILS OF IDENTIFIER WITH PHOTO

(শনাক্তকারীর সচিত্র বিবরণ)

1. NAME (নাম) : Nimai Chandra Das
2. FATHER/ HUSBAND NAME : Late Tarapada Das  
(পিতা/ স্বামীর নাম)
3. OCCUPATION (পেশা) : Law Clerk
4. PERMANENT ADDRESS (স্থায়ী ঠিকানা)  
VILLAGE/TOWN (গ্রাম) Gourbazar  
POST OFFICE (পোস্ট অফিস) Gourbazar  
POLICE STATION (থানা) Faridpur S. PIN 713381  
DISTRICT(জেলা) Paschim Bardhaman STATE (রাজ্য) West Bengal
5. RELATIONSHIP WITH SELLER/BUYER (দলিলের বিক্রেতা/দাতা গনের সহিত সম্পর্ক) Others
6. AADHAR NO 5085 2156 1907  
PAN \_\_\_\_\_  
EPIC NO \_\_\_\_\_

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

I, Nimai Chandra Das as identifier identifying the executants  
of the concerned deed ( Query No.) \_\_\_\_\_.

ছবি সহ দশ আঙ্গুলের টিপ ছাপ

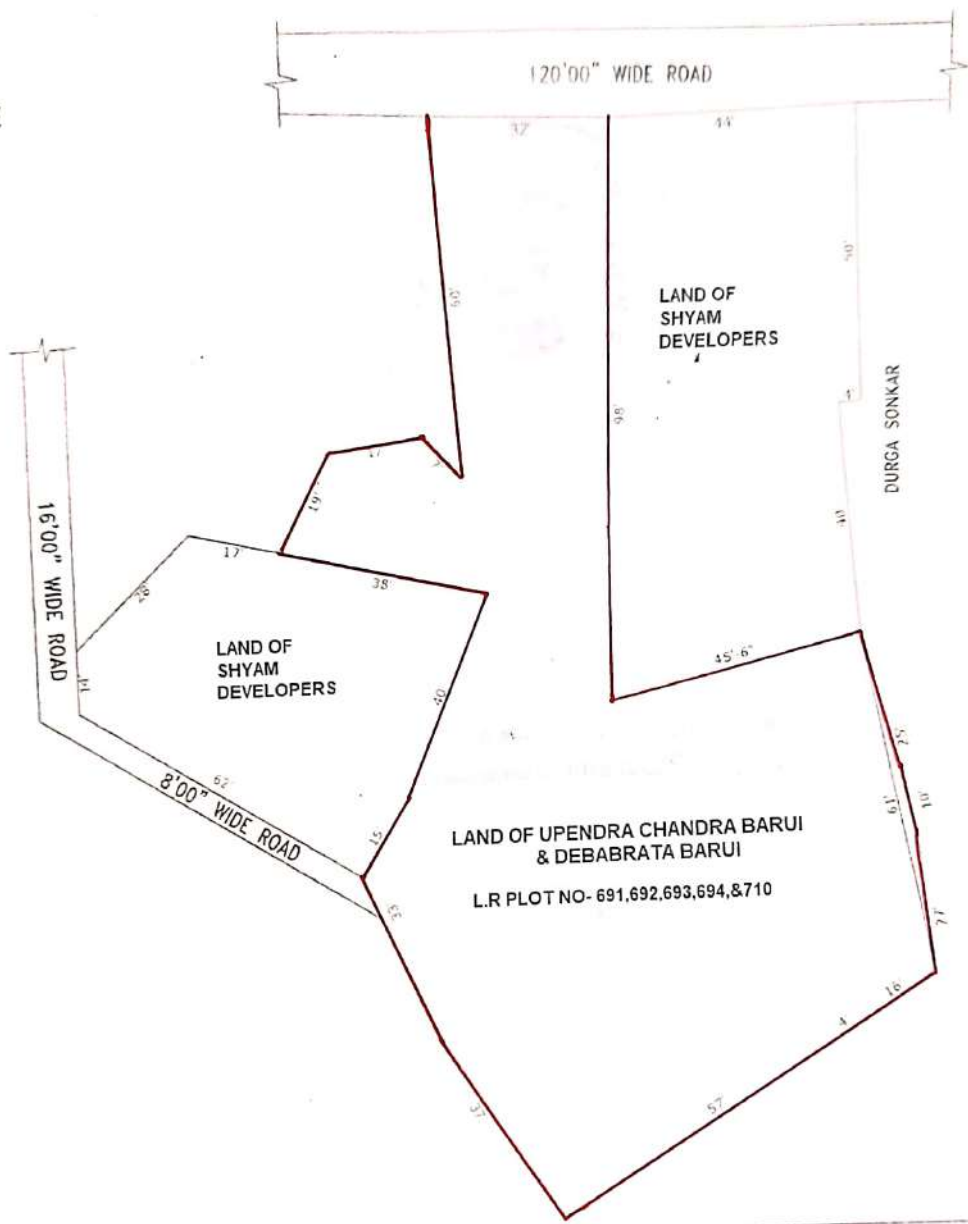
LEFT HAND						
RIGHT HAND						

Nimai Chandra Das

IDENTIFIER SIGNATURE  
(শনাক্তকারীর স্বাক্ষর)



PLAN SHOWING BY RED MARK IN L.R PLOT  
 NO.- 691,692,693,694,710 OF  
 MOUZA-BIRBHANPUR, P.S.-COKE OVEN, J.L. NO.-91,  
 DIST.- PASCHIM BARDHAMAN, WEST BENGAL.  
 TOTAL AREA-23.3DEC. (MORE OR LESS)



BUYER SIGNATURE-

For SHYAM DEVELOPERS  
*Shyamendu Datta*  
 Partner

For SHYAM DEVELOPERS  
*Swagata Roy*  
 Partner

ENG. SIGNATURE-

(AS PER DEED PLAN) NTS

*Santanu Das*  
**SANTANU DAS**  
**LBS. O.C.E.**  
 Enlisted of Uttarpara Subang (Municipality)  
 Regd. No.-82/11 2023 2024

OWNER SIGNATURE-

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



192023240166569201

GRN Details

GRN: 192023240166569201 Payment Mode: Online Payment  
GRN Date: 11/08/2023 14:43:08 Bank/Gateway: UCO Bank  
BRN: 46837800 BRN Date: 11/08/2023 14:45:45  
GRIPS Payment ID: 110820232016656919 Payment Init. Date: 11/08/2023 14:43:08  
Payment Status: Successful Payment Ref. No: 2001916377/1/2023  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: SHYAM DEVELOPERS  
Address: B/19 Arvil Park Fuljhore Durgapur Paschim Bardhaman, West Bengal,  
713206  
Mobile: 9083345946  
Contact No: 8016799871  
Depositor Status: Buyer/Claimants  
Query No: 2001916377  
Applicant's Name: Mr JAYANTA SARKAR  
Identification No: 2001916377/1/2023  
Remarks: Sale, Development Agreement or Construction agreement  
Period From (dd/mm/yyyy): 11/08/2023  
Period To (dd/mm/yyyy): 11/08/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001916377/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	39011
2	2001916377/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	280014
			<b>Total</b>	<b>319025</b>

IN WORDS: THREE LAKH NINETEEN THOUSAND TWENTY FIVE ONLY.



## Major Information of the Deed







No :	I-2306-07937/2023	Date of Registration	11/08/2023
Query No / Year	2306-2001916377/2023	Office where deed is registered	
Query Date	26/07/2023 10:09:16 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	JAYANTA SARKAR Durgapur Court, Durgapur - 16, Thana : New Township, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 7501639622, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 2,80,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,66,89,084/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,011/- (Article:48(g))	Rs. 2,80,014/- (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:- Coke Oven, Municipality: DURGAPUR MC, Road: Railgate to Bankura Road, Mouza: Birvhanpur, JI No: 91, Pin Code : 713201

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-691 (RS :-)	LR-696	Other Commercial Usage	Danga	0.3 Dec		3,43,636/-	Width of Approach Road: 120 Ft., Adjacent to Metal Road,
L2	LR-692 (RS :-)	LR-696	Other Commercial Usage	Bastu	12 Dec		1,37,45,452/-	Width of Approach Road: 120 Ft., Adjacent to Metal Road,
L3	LR-710 (RS :-)	LR-696	Other Commercial Usage	Baid	1 Dec		11,45,454/-	Width of Approach Road: 120 Ft., Adjacent to Metal Road,
L4	LR-693 (RS :-)	LR-4911	Other Commercial Usage	Bastu	5 Dec		57,27,271/-	Width of Approach Road: 120 Ft., Adjacent to Metal Road,
L5	LR-694 (RS :-)	LR-4911	Other Commercial Usage	Bastu	5 Dec		57,27,271/-	Width of Approach Road: 120 Ft., Adjacent to Metal Road,
<b>TOTAL :</b>					<b>23.3Dec</b>	<b>0 /-</b>	<b>266,89,084 /-</b>	
<b>Grand Total :</b>					<b>23.3Dec</b>	<b>0 /-</b>	<b>266,89,084 /-</b>	

**and Lord Details :**



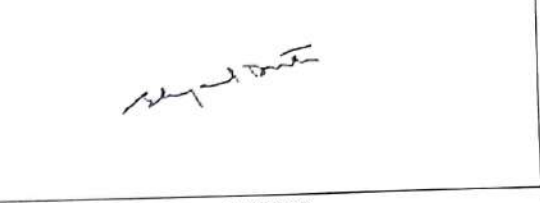


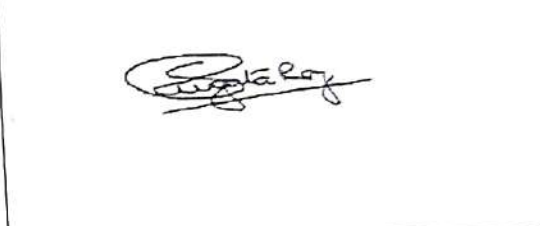
SI No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Name</b></p> <p><b>Mr UPENDRA CHANDRA BARUI (Presentant )</b>                      Son of Late Parashu Ram Barui                      Executed by: Self, Date of Execution: 28/07/2023                      , Admitted by: Self, Date of Admission: 11/08/2023 ,Place : Office</p>	<p><b>Photo</b></p>  <p>11/08/2023</p>	<p><b>Finger Print</b></p>  <p>LTI 11/08/2023</p>	<p><b>Signature</b></p>  <p>11/08/2023</p>
<p>Netaji Subhas Pally Shyampur, 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.:: ahxxxxxx4j, Aadhaar No: 66xxxxxxxx9853, Status :Individual, Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 11/08/2023 ,Place : Office</p>				
2	<p><b>Name</b></p> <p><b>Mr DEBABRATA BARUI</b>                      Son of Mr Upen Chandra Barui                      Executed by: Self, Date of Execution: 28/07/2023                      , Admitted by: Self, Date of Admission: 11/08/2023 ,Place : Office</p>	<p><b>Photo</b></p>  <p>11/08/2023</p>	<p><b>Finger Print</b></p>  <p>LTI 11/08/2023</p>	<p><b>Signature</b></p>  <p>11/08/2023</p>
<p>Netaji Subhas Pally Shyampur, 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.:: akxxxxxx3l, Aadhaar No: 24xxxxxxxx5908, Status :Individual, Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 11/08/2023 ,Place : Office</p>				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<p><b>SHYAM DEVELOPERS</b>                      B/19 Arvil Park, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206 , PAN No.:: AFxxxxxx1H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>			

**Representative Details :**

Name, Address, Photo, Finger print and Signature

1	Name	Photo	Finger Print	Signature
<p><b>Mr SHYAMAL DUTTA</b>                      Son of Late Santi Ranjan Dutta                      Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 11/08/2023, Place of Admission of Execution: Office</p>				
<p>Aug 11 2023 8:02PM</p>	<p>LTI 11/08/2023</p>	<p>11/08/2023</p>	<p>11/35 Sepco Township, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713205, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: anxxxxxx1c, Aadhaar No: 65xxxxxxx2637 Status : Representative, Representative of : SHYAM DEVELOPERS (as PARTNER)</p>	
2	Name	Photo	Finger Print	Signature
<p><b>Mr SOUGATA ROY</b>                      Son of Mr MADHU SUDAN ROY                      Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 11/08/2023, Place of Admission of Execution: Office</p>				
<p>Aug 11 2023 8:02PM</p>	<p>RTI 11/08/2023</p>	<p>11/08/2023</p>	<p>18/2 Chandi Das Avenue B Zone, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713205, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxx6D, Aadhaar No: 56xxxxxxx8521 Status : Representative, Representative of : SHYAM DEVELOPERS (as PARTNER)</p>	

**Identifier Details :**

Name	Photo	Finger Print	Signature	
<p><b>NIMAI CHANDRA DAS</b>                      of Late Tarapada Das                      Gourbazar, City:- Not Specified, P.O:- Durgapur, P.S:-Faridpur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713205</p>				
<p>11/08/2023</p>	<p>11/08/2023</p>	<p>11/08/2023</p>	<p>Representative of Mr SHYAMAL DUTTA , Mr SOUGATA ROY , Mr UPENDRA CHANDRA BARUI , Mr DEBABRATA BARUI</p>	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
	Mr UPENDRA CHANDRA BARUI	SHYAM DEVELOPERS-0.3 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr UPENDRA CHANDRA BARUI	SHYAM DEVELOPERS-12 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr UPENDRA CHANDRA BARUI	SHYAM DEVELOPERS-1 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr DEBABRATA BARUI	SHYAM DEVELOPERS-5 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mr DEBABRATA BARUI	SHYAM DEVELOPERS-5 Dec

## Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Coke Oven, Municipality: DURGAPUR MC, Road: Railgate to Bankura Road,  
Mouza: Birvhanpur, JI No: 91, Pin Code : 713201

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 691, LR Khatian No:- 696		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 692, LR Khatian No:- 696		Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 710, LR Khatian No:- 696		Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 693, LR Khatian No:- 4911		Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 694, LR Khatian No:- 4911		Seller is not the recorded Owner as per Applicant.



11-08-2023

**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 13:55 hrs on 11-08-2023, at the Office of the A.D.S.R. DURGAPUR by Mr UPENDRA CHANDRA BARUI , one of the Executants.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,66,89,084/-

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

Execution is admitted on 11/08/2023 by 1. Mr UPENDRA CHANDRA BARUI , Son of Late Parashu Ram Barui , Netaji Subhas Pally Shyampur, P.O: Durgapur, Thana: Coke Oven, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713201, by caste Hindu, by Profession Business, 2. Mr DEBABRATA BARUI , Son of Mr Upen Chandra Barui , Netaji Subhas Pally Shyampur, P.O: Durgapur, Thana: Coke Oven, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713201, by caste Hindu, by Profession Business

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

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

Execution is admitted on 11-08-2023 by Mr SHYAMAL DUTTA , PARTNER, SHYAM DEVELOPERS (Partnership Firm), B/19 Arvil Park, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206

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

Execution is admitted on 11-08-2023 by Mr SOUGATA ROY , PARTNER, SHYAM DEVELOPERS (Partnership Firm), B/19 Arvil Park, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India PIN:- 713206

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,80,014.00/- ( B = Rs 2,80,000.00/- ,E = Rs 14.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 2,80,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/08/2023 2:45PM with Govt. Ref. No: 192023240166569201 on 11-08-2023, Amount Rs: 2,80,014/-, Bank: UCO Bank ( UCBA0000190), Ref. No. 46837800 on 11-08-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,011/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 39,011/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 1959, Amount: Rs.1,000.00/-, Date of Purchase: 18/07/2023, Vendor name: SOMNATH CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/08/2023 2:45PM with Govt. Ref. No: 192023240166569201 on 11-08-2023, Amount Rs: 39,011/-, Bank: UCO Bank ( UCBA0000190), Ref. No. 46837800 on 11-08-2023, Head of Account 0030-02-103-003-02

*(Santanu Pal)*

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

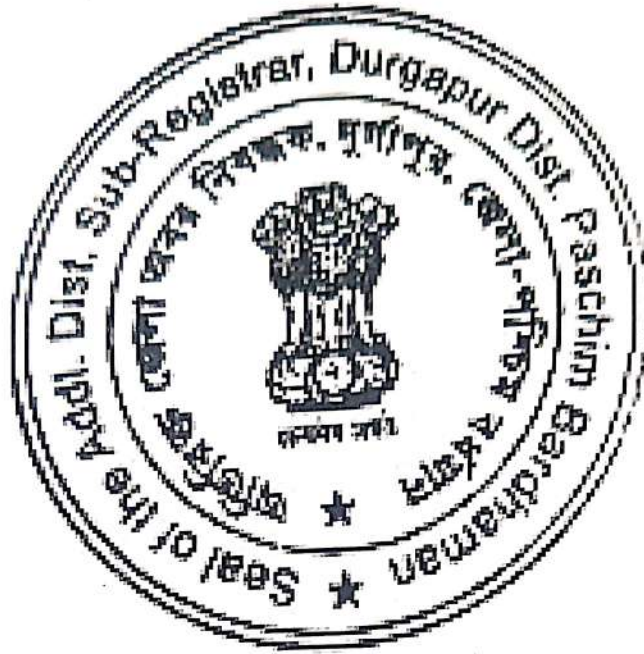


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2023, Page from 132927 to 132968

being No 230607937 for the year 2023.



Digitally signed by SANTANU PAL  
Date: 2023.08.16 17:33:15 +05:30  
Reason: Digital Signing of Deed.

*Santanu Pal*

(Santanu Pal) 2023/08/16 05:33:15 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. DURGAPUR  
West Bengal.

(This document is digitally signed.)