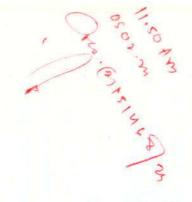


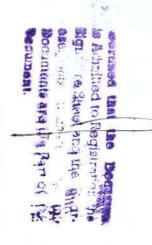




शिक्यविका पश्चिम बंगाल WEST BENGAL

S 786270





0 5 FEB 2024

DEVELOPMENT AGREEMENT

Dist. : Paschim Bardhaman

Mouza : Viringi

P.S. : Durgapur

Area of Land : 15.8 Decimal

pg. 1

Khudi rom SI. No.47 Sold to..... Date Address KHUDIRAM MONDAL
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Addl. Dist. Sub-Registrer Durgapur, Paschini Bardhairas

0 5 FEP and

ebruary, 2024. Construction or Development Agreement is made on this the 5th Day of

: THAT HAS ENTERED INTO BETWEEN:

assigns) of the FIRST PARTY. thereof mean and include their respective heirs, executors, administrators and West Bengal, India, PIN:- 713213; hereinafter referred to as the LAND OWNER / Citizen of India, Occupation: Retired Person, resident of Bhiringi, Manasa Tala, MR SHIBA PRASAD KONAR Son of Late Nirod Baran Konar, By Caste: Hindu, a VENDOR (which expression shall unless repugnant to the context or meaning Durgapur, P.O:- Benachity, P.S:-Durgapur, District:-Paschim Bardhaman,

IN FAVOUR OF :-

by nationality Indian, and being the R/o Ishan Apartment, Nachan Road, Near T.N. West Bengal, India, PIN:- 713213 hereinafter referred to as the DEVELOPER(s) / Institution, Durgapur, P.O:- Benachity, P.S:-Durgapur, District:-Paschim Bardhaman, INDRANIL KAR S/o Sri Mihir Baran Kar, by faith: Hindu, Occupation: Business, M/s. KR CONSTRUCTION, a partnership firm having its office at Bhiringi, Nachan representatives and assigns). representatives', SECOND PARTY(s) (unless repugnant to the context shall mean and include their Bardhaman, West Bengal, India, PIN:- 713213 represented by one of its Partner MR City:-Durgapur, heirs, successors, executors, P.O:- Benachity, P.S:- Durgapur, administrators, trustees,

owner(s) thereof as the schedule mentioned land is therefore owned, possessed and ADSR at Durgapur and from then by paying taxes and levies thereon, as absolute Deed Being No.: I-01444 for the year 1988 registered before the Office of the purchased by the aforestated Vendor from the one Sudhanshu Sekhar Laha vide the schedule property as the said land admeasuring 9 Katha 9 Chatak below property as he is in uninterrupted ownership, possession and enjoyment of WHEREAS the stated Vendor is/are now the absolute owner of the said schedule thereon in the name of the stated Vendor thereof. recorded in the ROR in LR Khatian No.: 5126 having every right, title, interests

approached the First Party and therefore the First party(s) agreed to the proposal of Second Party after having come to know of such intentions of the First party; constructed thereon through any Sincere, Responsible and Reputed Builder and the developed into a Multi-storied residential cum commercial Building complex the Second Party with regard to the development & construction of the proposed AND WHEREAS the first party(s) desired to get the aforesaid landed property Multi-storied Building complex upon the said below schedule landed property

not having sufficient funds for the development and construction work and for the construction of a multi-storied residential cum commercial building complex(s) up and construction work and as such & after prolong discussion between the party(s) said reason the First Party(s) is in search of a Developer for the said development Corporation (DMC) and / or other competent authority(s) but the owner / vendor, of parking space(s), to the maximum limit of floor consisting of so many flats, unit(s), complex(s), and NOW THEREFORE the desire to develop the First schedule property space(s), etc. as per plan approved by Durgapur Municipal





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aid property forming into a residential complex(s). gn and appoint the second party(s) as Developer(s) to develop and construct the

PARTIES AND THEREFORE REDUCED IN WRITING AS HERETO: NOW THIS INDENTURE WITNESSETH AND IS AGREED AMONG

names and details as envisaged above as First and Second Party thereto. I - OWNER(S) / VENDOR(S) / LANDLORD(S) & DEVELOPER(S): - Shall mean

Schedule below, is the subject matter of this Development Agreement. being conveyed by the First Party/Owner in favour of Second Party, for Development into a Multi-storied residential complex, more-fully described in the jurisdiction of Durgapur Municipal Corporation (DMC), District - Paschim Bardhaman, in the State of West Bengal, more-fully described in the Schedule below, No.: 2096, L.R. Plot No.: 4393, comprised in the undersigned L.R. Khatian No under LRROR) be the same a little more or less at Mouza: Viringi, J.L. No.: 68(119), R.S. Plot - LAND:- Shall mean the area admeasuring a total of 15.8 Decimal (as

- per the plan(s) to be sanctioned by the Municipal Corporation of Durgapur (DMC) and/or by the competent authorities. Durgapur and/or other concerned authorities for the time being in force as permissible under the rules and regulations of the Municipal Corporation of BUILDING: - Building shall mean the building to be constructed at the said with the maximum Floor Area Ratio (F.A.R.) available or
- 1.2 time, appoint as the Architect(s) of the said Building. Architect(s) and/or Engineer(s) whom the Developer(s) may from time-to-ARCHITECT(S) / STRUCTURAL ENGINEER: Shall mean
- Registration thereof and all Legal Matters relating thereto and also for Legal Developer for Drafting of all Agreements, Sale-Agreements, Sale-Deeds, and Durgapur Court, Dist.: - Paschim Bardhaman, as panelled Advocate of the "ADVOCATE" shall mean Mr. Rakesh Chakraborty, Ld. Advocate
- 1.4 appropriate authority(s) either State, public body(s) and/or Central Govt. revise such Plans. that may recommend, comment upon, approve, sanction, modify and/or Corporation (DMC) and shall also include other concerned, competent and CORPORATION: Shall mean Durgapur Municipal
- 1.5 thereof, if any. the Developer herein, if any, as well as all revisions, renewals and extensions include variations / modifications, alterations therein that may be made by sanctioned by the Durgapur Municipal Corporation (DMC) and shall also PLAN: - Shall mean the sanctioned and approved Plan of the said building(s)
- 1.6 percent) of the Built up area of such residential spaces / unit(s); of such acknowledged by the Vendor, the Developer will deliver 50% (Fifty percent) of the Built up area of such commercial spaces/Unit(s), and 40% (Forty to allow the Developer to appropriate himself/themselves out of the profits Second Party(s) as Developer of the said property and the Vendor(s) agreeing OWNER'S AREA: - In consideration of the Vendor(s) having appointed the the said development as SI hereinafter provided.



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impartible and proportionate interest over the said schedule landed property. authority(s) from such schedule landed property and area of the stated sanctioned and approved Plan from the DMC or from such competent Vendor as below stated of the proposed building together with undivided,

- 1.7 with undivided, impartible and proportionate interest unto the said land as may be sanctioned and approved by the competent authority(s) together building except the said aforestated owner's part with such maximum floors DEVELOPER'S AREA: Shall mean the entire proposed multi-storied
- 1.8 and such other areas undivided, proportionate share and/or portion attributable to such Unit/Flat wherever and whenever the context so intends or permits, shall include the use of the common portions appurtenant thereto & the concerned Unit(s) and Building(s) lying erected at and upon the premises and the right to common UNIT: Shall mean any Unit(s) / Flat(s) / Garage(s) /spaces, etc. in the
- 1.9 and building of building(s) at and upon the said premises till completion and extension thereof till such development, erection, promotion, construction and everything whatsoever in respect of the said premises in pursuance of assistance and assurance from the Owner(s) / Vendor(s) in terms of anything handover of the same. the Development Agreement and/or any modification / and to be done solely by the aforestated Developer(s) herein with utmost PROJECT: Shall mean the work of development or construction, undertake alteration
- 1.10 other rules, laws or policies affecting or likely to affect the project or any part Developer(s). circumstances prohibitory order from Municipality or any other statutory Body or any FORCE MAJEURE: Shall include natural calamities, act of god, flood, tidal air raid, strike, lockout, lockdown, pandemic, transport strike, Court, Government Regulations, new and/or changes in any municipal or waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, thereof, beyond the shortage of control or reasonable estimation of the essential commodities and/or notice or

1.11 PURCHASER(S): shall mean and include:

- If he / she / they be an individual then his / her / their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- = If it be a Hindu Undivided Family (HUF) then its members for the time being and/or permitted assigns and their respective heirs, executors, administrators, legal representatives,
- iii. If it be permitted assigns; a Company then its successor or successors-in-interests and/or
- iv. If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- < If it be a Trust then its Trustees / members for the time being in force and their successor(s)-in-interest and assigns.

and shall be effective on and from and with effect from the date of execution of this III - COMMENCEMENT AND EFFECTIVENESS: - This indenture has commenced





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competent authority(s) of such development works unto the said property by the calculated w.e.f. the date of approval and sanction of plan from the DMC or the Developer unto the Schedule below property of the First Party(s) / Owner(s) / apartments / units / garages and works-men room, spaces, etc. shall be erected by structures (if any) over the said landed property thereon. The new multi-storied expenses, expertise in its own right, interest and shall alone be liable and responsible instability / disturbances, Act of God, Pandemic, lockdown, etc. or non-availability of the materials / labours, riot, flood, earth quake, political causes beyond the control and authority of the Developer(s) viz. unusual price hike Vendor(s), by 36 Months with a grace period of 06 Building Complex comprising of Ground plus such Maximum floors as for the development of the said property; if required then demolishing the existing schedule below landed property in its own name and account and at its own Developer(s). However, the said period may get extended by reasons of proven DURATION: - That the Developer(s) shall develop and/or construct the said the local municipal concerned authorities consisting of Flats Months and that shall be

residential building comprising of Ground plus such Maximum floors and shall be Authority (ADDA) and/or other competent authority(s) over the First Schedule followed by such other requisites from the according to the sanctioned & approved plan from Durgapur Municipal Corporation SCOPE OF WORK:- The Developer(s) shall construct / erect the multi-storied Asansol Durgapur Development

VI: - OWENER DUTY, OBLIGATION & LIABILITY:-

- That the owner has offered the total area of land thereon measuring 15.8 further, in case of amalgamation with land of other thereby giving a Development POA to the stated Developers herein. Provided also in the name of the same said Owner(s) followed by other owner hereof and Plot No.: 2096(P) or with such other plots nos and other adjacent plots which is when required, then amalgamating the adjacent schedule plot of land with RS apartments, parking spaces and such spaces, etc. provided wherein that as and Decimal / 9 Katha 9 Chatak (more/less) for development and construction of a landowners for the same project. landowner(s) shall sign a memo of understanding (MOU) with other adjacent multi-storied residential cum commercial building complex consisting of flats / landowner(s),
- 12 absolute authority to grant exclusive rights to develop the provisions of the said ULC Act, the Owner has good right, full power and Subject to the Competent Authority granting permission and/or sanction under conditions herein contained. Developer shall be entitled to develop the said property subject to the terms and described in the Schedule hereunder written to the Developer and the said property
- 3 That the Owner / Vendor hereby declares and acknowledges that:-
- a) mentioned plot No acquisition proceedings have been initiated in respect of the schedule
- 6 and/or any other party(s) / person(s) except M/s. KR CONSTRUCTION either There is no such indenture / legal document among the Owner / Vendor for Sale and otherwise or for development and construction of multi-storied residential building and the said land is free from all such encumbrances.



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such costs and consequences thereof. any person(s) then he / she / they shall be prosecuted as per the prevailing laws owner executes or registers any agreement / deeds / documents in favour of for the time being in force and in that event the owner shall be liable for any also confirms vide this indenture that after execution of this deed, if any of the

- 4 developer(s) portion / share as mentioned above and as such shall not intrude / Flats to the prospective buyer(s) as Land Owner maintaining all terms & agreement for sale and all deeds and agreements of conveyance for selling the That the Owner has agreed that either he shall be in-person present before the other works. The Owner / Vendor hereby acknowledge not to interfere on the favour of the Developers for execution of such documents followed by such conditions or whatsoever or shall execute a Development Power of Attorney in Registering Authority whatsoever with the amount so received from the prospective and/or to such other authority(s) to sign all the
- 5 at their own costs and expenses get in all outstanding estates and clear all hereditaments, possession or otherwise. including all claims by defects in the title and all encumbrances and claims on or to the said property conveyed free from all reasonable doubts and all such encumbrances and shall hereditaments and premises agreed to be developed and ultimately to be That the Vendor shall make out a clear and marketable title to the said property, way of sale, exchange, mortgage, gifts,
- 6. and execution of this Agreement, the aftermath of which the said landowner(s) event the landowner shall be solely liable for such costs and consequences can very well initiate civil and criminal cases against him / them and in that shall be prosecuted as per law for the time being in force and the Second Party agreements / deeds / contracts against the said landed property after signing that if any of the recorded landowner's execute any further and/or such of the intended project. Furthermore, the First Party consents in this indenture ever cause any interferences or unwanted disturbances in the smooth progress the legal heirs and successors shall, due to any reason and/or cause whatsoever; That the First party hereby assures the Second party(s) that neither he nor any of
- 7 share of the stated development shall change nor the Vendor shall object and/or project, only when the developer can arrange execution of a MOU with the land of the stated Vendor herein as schedule below for the sake of the proposed NOC to the Developer that they can amalgamate the said plot of land into the plots. Moreover and most importantly, the Vendor hereby authorizes and grants adjacent such plots of land of the adjacent owners with the schedule below when required, then amalgamating combine and merger of any and/or the apartments, parking spaces and such spaces, etc. provided wherein that as and construction of a multi-storied residential building complex consisting of flats / That the Owner has offered the total area of land thereon for development and shall raise any such objection thereto for such amalgamation. amalgamating landowners; and declare further that by doing so neither the
- 00 That on and from the time of execution of these presents, the vendor shall deliver or cause to be delivered all such certified copy(s) and photo-state copy(s)



approvals, etc. in relation to the said landed property which is hereby agreed to of title documents (viz., original title deed(s), parcha, khajna, holding tax used to borrow fund. The Vendor/Owner shall be bound to produce originals developer with assurance by the developer that those documents shall not be The Owner / receipts, etc.) pertaining to the schedule landed property as and when required. documentations / papers, approvals, etc. whatsoever required. developed by the Builder / Developer against proper receipt by the deeds, parcha, other requisite documentations N.O.C. Vendor further assures to extend maximum co-operation for and for giving declarations, affidavits, other requisite papers,

- 9. That the Vendor hereby declares that no notice from Government or any other notice for acquisition or requisition of plots or any part thereof) has been enactments, Government Ordinances, Order or Notification (including any body or authority or under the Durgapur Municipal Corporation Act or Land received by or served upon them or any other person/s interested therein nor is Acquisition Act or The Defence of India Act or under any other legislative of improvement of the Municipal, Government body or the said plot or any part thereof included in any intended or publishes scheme Public
- That the Owner / Vendor agrees and acknowledges that he gives his full and construction of the multi-storied residential building cum complex(s) on the for the owner and on his behalf in respect of all activities related to developing authority & power to Second Party to do & execute all lawful acts, deeds things said land i.e., to receive the sanctioned plan and other documents from authorities or public body(s). Durgapur Municipal Corporation, and such other statutory authority
- 11. That immediately on the execution of these presents, the Vendor herein has and/or executing all the applications, indenture(s), agreement to sale and deed decided to execute a Development Power of Attorney in favour of the to obtain necessary approval(s) from various authorities in connection with the appropriate authorities for all and any license permission, NOC or consent etc.; documentations / papers, execute and verify all application and/or objection to Developers or their Nominee(s) as the case may be for the purpose of signing development and such papers to be submitted by the Developers on behalf of property hereby agreed to be developed or such other whereabouts, on behalf of the Vendor. If any such delay is caused in developing the said development of the property hereby agreed to be developed by the Developers Government authority in connection with the development to facilitate the Corporation of Durgapur (DMC), ADDA, or any other Government or Semiconsequences arising thereof shall be at the costs & consequences on the part of the Vendor alone. to the Competent Authority, Urban Land Ceiling, Municipal intending purchaser(s), proceedings, plans, other requisite
- 12. different types of applications and other proformas. It is also agreed that all the Public authorities and to obtain commencement certificate, etc. for obtaining building plans and other assurances and submit the same to the Municipal and applications, writings, undertakings for amalgamation, layout, sub-division, Vendor hereby authorize the Developers to sign and



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except as provided otherwise in this Agreement shall be borne and paid by the costs, charges and expenses to be incurred in pursuance of this clause save and

- 13. That the Vendor declares that the property in question is the recorded property from the competent Court / authority(s) relating to minor's interest along and interested in the said property and hence the question of obtaining the sanction in the LR.R.O.R at the concerned BL&LRO Dept. However, there is no minor within the purview of section-20 of the urban land ceiling and Regulation act. with the said property does not even arise. That the said land is not coming
- 14. To execute necessary documents (if required) and present the same before the appropriate authority for formation of Association under the provisions of West Development) Act, 2016; aka RERA Development) Act, 2016 aka WBHIRA and/or Real Estate (Regulation and Bengal Apartment Ownership Act, 1972, Real Estate (Regulation
- That the land by Agreement is not prohibited by Govt. i.e., does not come under with the contents of this deed, and the first party and his land dose not any Govt. Land, Settled Land, Bhudan Land, Forest Land and the first party satisfied reserved cast under C.N.T. Act
- 16. such legal proceedings, affidavit, application, etc. and to engage Ld. Advocate That the Developers can take and initiate legal proceedings which are required such on sale of flats / apartments / etc. to the prospective buyers save and and to do all such act, deed and things required to be done on behalf and as owner(s) in connection with the same and said project; to prosecute and defend behalf of the owner. Furthermore, if any legal action is taken against land to be taken in connection with the work of development and construction on consideration money. except owner's allocation and accept booking money, advance

VII- DEVELOPER DUTY, LIABILITY & RESPONSIBILITY:-

- That the Developer confirms and assures the owner that they're acquainted right, title, interest and suitability of the site and viability of such proposed documentations related to ownership, measurement of the said land, possessory Corporation Area or at the Sub-Div. and was satisfied with the papers with and aware of the process / formalities related to similar project in
- 12 That the developer confirms and assures the owner that they have financial owner does not have any liability and/or responsibility of any such financing obligations required for execution of the project within such time-frame and the sources and other resources to meet and comply with financial and other and execute the project or part thereof except such consideration for each flats as detailed under
- 3 entire job of planning, designing and execution under close supervision and That the developer has agreed to carry out the total project by entrusting the professionals authorized and licensed by appropriate authority(s). The building reputed Architect / Planner, Advocate(s), and



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and quality of material used, the architect's decision will be final and binding authority for subsequent revision. In case of any dispute in design, construction attorney and the architect before submission to the Corporation / appropriate the original approved drawing / plan need approval from the owner or his on both owner and developers. However, basic character of the project Corporation / Govt. agencies. Any variation / alteration / modification from including structural design and approval from local sanctioning authority plan should comply with the standard norms of the multi-storied building/s water / drainage will remain intact unless agreed by both the parties. consisting of flats/apartment/parking space and common space like garden /

- 4. maximum co-operation towards the same. approvals in relation to the sanctioning of plan followed by such other legalities other person(s) to do all the necessary paper work, etc. for getting necessary That the Developer shall be asking for help / assistance from the owner / such such documents and the owner(s) have acknowledge to deliver
- other spaces in the said buildings to be constructed on the said property or to That the Developers shall be at liberty to allot the dwelling units of flats / such be made by the Developers at their own costs and expenses and at their own building or buildings to be constructed on the said land with such party or enter into any package deal agreement for allotment of completed units may deem fit and proper. All such allotments and arrangements shall, however, parties and at such price and on such terms and conditions as the Developers contravention of any law, norms, rules and conditions imposed in N.O.C thereof are to be allotted shall not in any manner be inconsistent with or in responsible to such party or parties, provided, however, that the price and the terms and conditions at or on which the said building or buildings or part the intention being that the Developers shall alone be
- 6. That the Developer(s) shall not have any rights of delegation of such right consisting of dwelling units / flats / apartment, parking space(s) / space(s), etc. develop the said property by constructing thereon the multi-storied building to the owner's share. Only the Developer(s) above-named shall be entitled to authority or interest in the development of the said property except in relation party / owner nor shall any person claiming through him have any right, created in its favour by virtue of this Development Agreement and the First and other structures at the sweet will and discretion of the developer(s).
- 7 The Developers shall be entitled to enter into usual Agreement within the space(s) / space(s), etc. with various intending buyers, on what is known as ownership basis, on such terms and conditions and at such price as the Developers share and allocation for sale of units / flats / apartment, parking Developers thinks fit and proper.
- 00 That the Developer shall be responsible for any acts, deeds or things done proposed flats towards any fund collection from one or more prospective buyer of the
- 9. That the Developer shall be responsible for complying with the Rules & sanctioned plan and shall be responsible for complying with all provisions of Regulation in all matters including construction of the building according to the



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during the subsistence of this Agreement. The Owner shall not be responsible responsible for any infringement of law that may be in force from time to time for any accident or damage or loss during the course of the construction of the law that may be in force from time to time and the Owner shall not be proposed building.

- 10. That it is agreed that the Vendor and all other necessary parties claiming join as a Confirming Party to the said Conveyance. the event of Conveyance/s it can also be given in favour of the Nominee/s of other writings in favour of such person(s) as the Developers may direct and in through him shall execute Deed of Conveyance / Sale document and/or all the Developers or a proposed Co-op Housing Society. The Developers shall also
- 11. That the Developer shall complete the Development / Construction work of building/flat at its own cost and expenses in pursuance of the sanctioned plan papers / documentation. by stipulated time-frame as stated hitherto and after getting all such relevant
- 12. That the Developer shall not make the Owner responsible for any business loss intending purchasers and in such cases the Developer shall been the entire correctly construct the Flats and/or to deliver correctly the same to the and/or any damages etc. or due to failure on the part of the responsibility; needless to mention that the Owner(s) shall in every way assist the Developer. Developer to
- That Developer agrees to indemnify the land owner and vice-versa from the statutory local authorities forming part which are required to pay for the profits duties / levies either by the State Government or Central Government or obligation and/or such other liabilities of paying Income Tax, GST or any other which are derived after selling the flats to the prospective buyer(s) / investor(s) purchaser(s).
- 14. That in any event, the owner without prejudice to the foregoing declarations, herein-above provided, at its/his own cost so as to ultimately vest the said obstacles and clear all outstanding, doubts and/or defects, if any, irrevocably and unconditionally agrees and undertakes to remove property unto the Developer or his nominees free from all encumbrances and
- 15. Wherefore, it is also noted hitherto that the developer shall not acquire any right, title or interest in the said land until the deeds of transfer(s) are executed done by the developer; i.e., NO OWNERHIP OF THE by the owner and the owner shall agree to ratify all acts and things lawfully LAND IS HEREBY TRANSFERRED IN FAVOUR OF THE DEVELOPER SAID SCHEDULE
- 16. That the developer shall register the said proposed project in accordance with the relevant proviso of RERA Act as amended up-to-date at its own costs

VIII- CANCELLATION: -

indenture after 36 (thirty-six) months with a grace period of 6 Months w.e.f. the The Owner(s) Vendor(s) has every right to cancel and/or rescind this



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stage of work over the said property. Furthermore, it is expressly mentioned and owner(s) / necessary papers / documentations and/or approvals to the developer(s) by the date of sanction and approval of building Plan and submission of all such related problem and other problem(s) whatsoever in relation to the said below agreement if the Landowner / First Party fails or neglect to resolve the land broached that the Developer(s) has every right to cancel and/or rescind this schedule property. vendor(s); if the developer fails / neglects to construct such initial

IX- MISCELLANEOUS:

- a) Indian Law: This agreement / indenture shall be subject to lex-loci and lex-fori to such prevailing laws of the State and under the Jurisdiction of Durgapur
- 6 Confidentiality unless compelled / required by Law. documents concerning the transaction herewith confidential & Non-disclosure: Both parties shall keep all non-public
- 0 Ld. Court having jurisdiction to try the suit. All such disputes if cropped up in nearer future shall be adjudicated before the
- 9 Photo copies of all statutory approvals of the competent bodies e.g. connection of water, fire & electricity, sewerage disposal etc. with due approval conversion, approved building plan, installation of four passenger lift or developers to the owner time to time and vice-versa. and or any other clearances from competent authority are to be supplied by the
- e) developer/site supervisor and discuss with site supervisor but shall not disturb The owner can visit the construction site anytime with intimation to the and its architect / advocate for discussion and necessary corrective action. actions/operations observed at site can be brought to the notice of the developer construction work. However, any unusual and non-permissible
- f) and/or the competent authority under the approved standard which is hereby of total area and storied approved by the Durgapur Municipal Corporation the consideration/value/portion has to be reduced proportionately on the basis Durgapur Municipal Corporation and/or competent authority, in that context In case the Building Plan underground plus six standard is not approved by the agreed & acknowledged by the Vendor(s).
- 8 The Developer shall ensure safe & sound building design and construction, complete safety of the workmen, minimum wages, first class standard quality of obligations during execution of the project to render the first party free from materials supplied/used along-with all other legal formalities project. And the owner shall not be liable for same in any manner whatsoever legal obligations and all other risks and hazards whatsoever related to the whether during construction or after construction. and moral
- h) divided as per the ratio as stated above with all such rights. Also it is noted that in future if there arises any circumstances in relation to the roof right on the said building or building(s); then the same shall be allocated /
- 1) A successful project completion certificate from the Architect or any competent handing over of physical possession of the flats responsible for any defect and rectification thereof at their cost/expense after electric supply system and the lifts to be obtained by the developer and will be material and workmanship, of the water supply system, sewerage technical body with specific observations / comments on the design, quality of



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agreement and or deed of conveyance/transfer of the said land shall be borne including stamp duty and registration fee for execution and registration of this paid and discharged by the Developer exclusively. That all cost, charges and expenses for execution of the whole project and

S The landowner and the developers have entered into the agreement purely and them in any manner nor shall the parties hereto be constituted as association of nothing contained herein shall be deemed to constitute as a partnership between

J) That all applications, building plan along with alteration, modification and developer at its own costs and expenses in the name of the land owner without purpose to be required for said developments project shall be prepared by the developer for the purpose of the sanction of the building plan and/or any other addition thereof and other papers and documents, if any, needed by the plan/plans, application, paper, documents, etc. as and when the developer reimbursement of the same and the land owner asked for the same without demanding any remuneration and/or money for the shall sign on the said

DESCRIPTION OF THE FIRST SCHEDULE LAND

and Sub-division at Durgapur, District: Paschim Bardhaman, West Bengal; described Benachity, Durgapur - 713213 in Ward No.: 20, Holding No.: 76, at A.D.S.R. Office Durgapur Municipal Corporation (D.M.C.), P.S.: Durgapur, within Mouza: Viringi, ALL THAT Pieces and Parcels of the Plot of Land situated under the jurisdiction of with land details under following heads as hereto: No.: 068(119), over R.S. Plot No.: 2096(P), at GT Road, near Rajmahal Road,

Katha 9 Chatak or 15.8 Decimal/0.158 Acre; L.R. Plot No.: 4393 recorded in L.R. Khatian No.: 5126, measuring an area of 9

residential cum commercial building complex(s) which is Butted and Bounded as and being delivered to the aforestated Developer for construction of multi-storied LRROR) be the same a little more or less under the nature and character as 'Bastu' That the total land measuring an area of 9 Katha 9 Chhatak / 15.8 Decimal (as per

hereto:-

Premises of Mr. Pankaj Lodha & Mr. Sailesh Sarai	On the West
16 feet wide pucca road	On the East
GT Road	On the South
Premises of Mr. Pankaj Lodha & Mr. Sailesh Sarai	On the North

SPECIFICATION) (TENTATIVE SCHEDULE MENTIONING TYPE OF CONSTRUCTION AND

н	4	ယ	i	2	ш
11 01110	Walls	Plinth		Super Structure	Foundation
internal partition wall 75/125 mm, thick	External Wall 200 mm, thick brick work,	: Brick Work with sand and cement	Columns, beams and slabs	: Reinforced cement concrete covert	: Reinforced cement concrete

Finishing walls Finishing internally all walls and ceiling brick work with cement mortar

S



Addl. Dist. Sub-Registrar Durgspur, Paschim Bardhaumae

Flooring Doors Kitchen Toilet Painting Water Supply Electrical Installation Window Plumbing Work **b**. 0 Dining Main Entrance Toilet Bed room Kitchen glazed tiles on the wall Marble/Ceramic floor tiles flooring at finished with plaster of parish. slab. Kitchen slab will be made by Black glazed tiles on the wall over the kitchen the bed room, drawing cum dining, got press commercial ply. stone, Steel sink will be provided. balcony, toilet and kitchen. amp and one 5 amp plug point One light point, one fan point, one 15 plug point (5 amp) Two light points, one fan point, one points but without light and fan fittings I.S.I. standard concealed wiring up to with painting All doors and window shall be finished Aluminium window with glass fittings wood and all door panels are made by All Door frames will be One light point, one exhaust fan point and one 15 amp plug point. One light point, one exhaust fan point Water will be supplied from Municipal One bell point and one 15 amp plug point. Municipal Water Supply Connection of Durgapur Roof of the building to be finished with made white in colour. basin, and all fittings will be standard Commode with L.D.P.V.C. cistern, one Corporation made of Sal within

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net cement or otherwise.

10

6

plaster

cover

which

shall be

9

00 1



per reliability of such specification(s) as specified; demand and improved / updated [The above specification(s) may change / alter as per the then requirement and as quality (better than today) of such materials / substance(s) - and the Vendor assured not to raise any objection regarding the same]

It is hereby declared that the full names, colour passport size photographs and finger and therefore these shall be treated as part of this Legal Document. attested in the additional pages in this the Development Agreement being No. 1 (a) prints of each finger of both the hands of Owner(s) / Vendor(s) and Developers are



Addl. Dist. Sub'Registrar Burgepur, Paschim Bardhernee

their respective signatures after satisfaction with full of mental and physical indenture in vernacular before all parties and thereafter have affixes and formulated aforestated in presence of the undersigned witness and as such explained this hands on being aware of such legal terminology on this the Day, Month and Year as IN WITNESS WHEREOF the Owner / Vendor and Developer hereto have set their competencies.

IN PRESENCE OF: -SIGNED, SEALED & DELIVERED

Pin 7/182/6 sto-Rasamer Bourie WITNESS:

SIGNATURE OF FIRST PARTY Mexprasad OWNER/VENDOR

Rahul Kuman Pandey Raj Kuman Pandey Devegation -4 8/21 Ashoke A Jenie

SIGNATURE(s) OF SECOND PARTY wyour Partners DEVELOPER

RUCTION

Drafted by me & computerized at my Office as per requisition, proforma, information received and such stipulations from the vendor(s) and Developer(s); Read-over, Made-over, Explained and Interpreted to each one of the party(s) in Mother-tongue until anmitigated contentinent to this Document:

Durgapur Cou Member, Durgapur B Reg. No.-WB/1000

RAKESH CHAKRABORTY



Addl. Dist. Sub-Registrar Durgapur, Paschim Bardhanson

Men. No.-WB/1006/2013
Men. Durgapur Court
Menber, Durgapur Court
Menber, Durgapur Court
Menber, Durgapur Court

		Signature of the Executants		Signature of the Executants	and Municipal Control	Signature of the Executants	Richard Contract		xecutants	Unde
Signature:-	Little	Signature:- Little	Little	Little	Little	Little	Little	18	Little	Under Rule 44A SPECIMEN FORM FOR
Y	Ring	Ring	Ring	Ring	Ring	Ring	Ring		Ring	For
	(RIGHT HAND) Middle	(LEFT HAND) Middle	RIGHT HAND Middle	(LEFT HAND) Middle	RIGHT HAND Middle	(LEFT HAND) Middle	RIGHT HAND) Middle		Middle Middle	TEN FINGER PRINTS
	Fore	Fore	Fore	Fore	Fore	Fore	Fore		Fore	, 1908.
	Thumb	Thumb	Thumb	Thumb	Thumb	Thumb	Thumb		Thumb	



Addl. Dist. Sub-Registrar Durgapur, Paschim Bardhance

DETAILS OF IDENTIFIER WITH PHOTO

1. NAME (제외) 2 FATHER/ HUSBAND NAME OCCUPATION (CAPAIL) PARMANENT ADDRESS (স্থায়ী ঠিকান্য (পিতা/স্বামীর নাম) POST OFFICE (পোস্ট অফিস) VILLAGE/TOWN (প্রাম) DISTRICT(८५ला) POLICE STATION (थाना) (শনাক্তকারীর স্বচিত্র বিবরণ) STATE (द्राप्त्र) prame may go a may S.B PIN Se of Dames. 生さどよ (Dum Dame

RELATIONSHIP WITH SELLER/BUYER (দুলিলের বিক্রেতা /দাতা গনের সহিত সম্পর্ক)
AADHAR NO 4652225 | 88482

EPIC NO অএ দলিলের (Query No.)

আমি (শনক্তকারী)

of the concerned deed (Query No.) 2000 151468, বিক্রেতা/দ্যুতা গনকে শনক্তি করিলাম। ক্রিনক্রমন্ত্র চিক্তমন্ত্রিs identifier identifying the executants 12024

দুশ আঙ্গলের টিপ ছাপ

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rand Owal 18 am	Barondinar		

IDENTIFIER SIGNATURE (শনাক্তকারীর স্বাক্ষর)



Addl. Dist. Sub-Registrer
Durgapur, Peschim Bardhamen

6

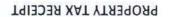


Receipt No :2023-2024/O/8747

Receipt Date: 09/09/2023

Office of the DURGAPUR MUNICIPAL CORPORATION

CITY CENTRE, DURGAPUR, PIN - 713216



87: ON gnibloH

Old. No.: 44743

Assessment No.: 3309401108293

(VIDE RULE - 61)

FORM NO. 10

Name of the Assessee : SHIBA PRASAD KONAR

Ward No: 20

Locality/Street: G.T.ROAD DGP-13

Received the sum of Rs. 237.00 (in words) RUPEES TWO HUNDRED THIRTY-SEVEN ONLY

on account of property tax and surcharge as detailed below :

	,							N	: trnomA 19	237.00
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		1	-					ΙΟΤ	: InuomA lst	737.45
nterest	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0
tmA9gradorut	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	00.0	0.00
xeTyTepertyTax	00.0	00.0	00.0	00.0	00.0	SI.E-	ZI.E-	21.8-	21.8-	84.51-
vopertyTax	00.0	00.0	00.0	00.0	00.0	84.23	84.29	84.23	84.29	26.92
	Year (Others)	1202-0202	2021-2022	202-2023	letoT 16911A	huomA funomA firit-lindA	2nd Qtr Amount q92 - Ylul	3rd Qtr finomA 390 - 150	4th Qtr Amount Ian - March	lstoT fnuomA
		Details of Ar	rear Receive	(Year wise)			Currei	14 (2023-202	(47	

Collecting Sarkar/Counter:

Bill Receipt No.:

Bank Transaction ID: 78555582342

Pay Mode: Online, Amount: 237.00

Paid At: Municipality

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Addl. Dist. Sub-Registrar Durgapur, Paschim Bardhames

Directorate of Registration & Stamp Govt. of West Bengal Revenue





GRN Details

BRN: GRN: GRN Date: 04/02/2024 22:02:33 192023240370372698 Bank/Gateway: BRN Date: Payment Mode:

240357037115 7714675793137

Gateway Ref ID:

Successful 040220242037037268

Payment Status: GRIPS Payment ID:

Payment Ref. No:

Payment Init. Date: Method:

SBI Epay

SBIePay Payment Gateway

04/02/2024 22:02:33 HDFC Retail Bank NB 04/02/2024 22:03:42

[Query No/*/Query Year] 2000151468/4/2024

Depositor Details

Depositor's Name: Mr RAKESH CHAKRABORTY

Address:

Period From (dd/mm/yyyy): Mobile: 04/02/2024

9474777815 Office: Unit No.: 2/8, 2nd Floor, Suhatta Mall, City Centre, Durgapur

Period To (dd/mm/yyyy): 04/02/2024

Dept Ref ID/DRN: Payment Ref ID: 2000151468/4/2024 2000151468/4/2024

Payment Details

Head of A/C Head of A/C Head of A/C Head of A/C Amount (1 2000151468/4/2024 Property Registration- Stamp duty 0030-02-103-003-02 39010 2 2000151468/4/2024 Property Registration- Registration Fees 0030-03-104-001-16 14	39024	Total		IN WORDS.	7
Head of A/C Description	39010 14	0030-02-103-003-02 0030-03-104-001-16	Property Registration- Stamp duty Property Registration- Registration Fees	2 2000151468/4/2024	
	Amount (Head of A/C	Head of A/C Description	No. Payment Ref No	ol.

IN WORDS: THIRTY NINE THOUSAND TWENTY FOUR ONLY.



Addl. Dist. Suy Registrar Durgapur, Paschim Bardharran

Major Information of the Deed

Deed No:	1-2306-01014/2024	Date of Registration	05/02/2024
Ouery No / Year	2306-2000151468/2024	Office where deed is registered	gistered
Query Date	17/01/2024 7:02:51 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	istrict: Paschim
Applicant Name, Address & Other Details	RAKESH CHAKRABORTY BAR ASSOCIATION AT DURGAPUR, DURGAPUR COURT, CITY CENTRE, DURGAPUR	R, DURGAPUR COURT, CI	TY CENTRE.
	OFFICE : 2/8 SUHATTA MALL, 2ND FLOOR, CITY CENTRE, BESIDE ADSR DURGAPUR) FLOOR, CITY CENTRE, B	ESIDE ADSR
	MANAGING PARTNER, AR AND ASSOCIATES, A REGD. LEGAL CONSULTANCY FIRM. Www.arassociatess.com,Thana: Durgapur, District: Paschim Bardhaman, WEST RENGAL PIN - 713216, Mobile No.: 9474777815, Status: Advocate	SSOCIATES, A REGD. LEG ana: Durgapur, District: Pas 9474777815, Status: Advo	AL CONSULTANCY schim Bardhaman, WEST cate
The second secon		Additional Transaction	
Transaction		M3081 Other than Immov	able Property,
[0110] Sale, Development	[0110] Sale, Development Agreement or Construction agreement	Agreement [No of Agreement : 1]	ment: 1]
Set Forth value		Market Value	
1		Rs. 2,01,09,085/-	
Others date Daid(DD)		Registration Fee Paid	
Rs. 40.010/- (Article:48(g))		Rs. 14/- (Article:E, E)	

Land Details:

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: G. T. Road (Viringi), Road Zone: On Road - On Road), Mouza: Viringi, Ward No: 20, Holding No: 76 JI No: 119, Pin Code: 713213

(On Road - On Road), Mouza: Viringi, Ward No: 20, Holding No: 76 JI No: 119, Pin Code: 713213

Adjacent to wead, Road, 0/- 201,09,085/-		10.0000					
Road,		2000			Cond Total	0	
Road,							
Road: 236 Ft.,	1	0.158 Acre	Vastu	Commerci al Usage	LR-5	L1 LR-4393 LR-5126 (RS:-2096)	5
o of on oss Width of Approach				- 1000000	MULLIPOL	MUIIDEI	NO
Value (In Rs.) Value (In Rs.)	Value (In Rs.)	Area of Land SetForth	ROR	Khatian Land Use	Khatian	Sch Plot	Sch

Land Lord Details :

889		>> mm×v~≥	_	N 0	
Bhiringi, Manasa Tala, City:- Durgapur, P.O:- Ben Bardhaman, West Bengal, India, PIN:- 713213 Se Person, Citizen of: India, PAN No.:: agxxxxxx3e, / Executed by: Self, Date of Execution: 05/02/2024		Mr Shiba Prasad Konar (Presentant) Son of Late Nirod Baran Konar Executed by: Self, Date of Execution: 05/02/2024, Admitted by: Self, Date of Admission: 05/02/2024, Place: Office	Name	Name, Address, Photo, Finger print and Signature	
Durgapur, P.O ndia, PIN:- 7133 N No.:: agxxxx N No.:: agxxxx	05/02/2024		Photo	print and Signatu	
:- Benachity, P.S 213 Sex: Male, B xx3e, Aadhaar No 2/2024	05/02/2024	Captured	Finger Print	ıre	
Bhiringi, Manasa Tala, City:- Durgapur, P.O:- Benachity, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: agxxxxxx3e, Aadhaar No: 45xxxxxxxx6308, Status :Individual, Executed by: Self, Date of Execution: 05/02/2024	05/02/2024	Shirty from I work	Signature		

Developer Details :

Representative Details :

_	Name	Photo	Finger Print	Signature
Sor Dat 05/ Scll Adr	Mr Indranil Kar Son of Mr Mihir Baran Kar Date of Execution - 05/02/2024, Admitted by: Self, Date of Admission: 05/02/2024, Place of Admission of Execution: Office	Z-D	Captured	& Sound Ages
		Feb 5 2024 12:18PM	05/02/2024	05/02/2024

dentifier Details:

Mr Parameswar Bauri Son of Mr Rasamoy Bauri C/o Durgapur Court, City:- Not Specified,	Name	Photo	Finger Print	Signature
District-Paschim Bardhaman, West Bengal, India, PIN:-713216 Captured Captured	Mr Parameswar Bauri Son of Mr Rasamoy Bauri C/o Durgapur Court, City:- Not Specified, P.O City Centre, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216	Cor	Captured	powed in Bonn
05/02/2024 05/02/2024 05/02/2024		05/02/2024	05/02/2024	05/02/2024

Identifier Of Mr Shiba Prasad Konar, Mr Indranil Kar

SI.No	From
4	Mr Chiha Drasad Konar
_	

Land Details as per Land Record

District: Paschim Bardhaman, P.S.- Durgapur, Municipality: DURGAPUR MC, Road: G. T. Road (Viringi), Road Zone: (On Road - On Road), Mouza: Viringi, Ward No: 20, Holding No: 76 JI No: 119, Pin Code: 713213

্সীর্ব বরণ, Mr Shiba Prasad Kon

Endorsement For Deed Number : I - 230601014 / 2024

On 05-02-2024

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

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

Presented for registration at 11:50 hrs on 05-02-2024, at the Office of the A.D.S.R. DURGAPUR by Mr Konar ,Executant. Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962) Shiba Prasad

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,01,09,085/-Certificate of Market Value (WB PUVI rules of 2001)

Execution is admitted on 05/02/2024 by Mr Shiba Prasad Konar, Son of Late Nirod Baran Konar, Bhiringi, Manasa Tala, P.O: Benachity, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN -713213, by caste Hindu, by Profession Retired Person Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Indetified by Mr Parameswar Bauri, , , Son of Mr Rasamoy Bauri, C/o Durgapur Court, P.O: City Centre, Thana: Durgapur, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713216, by caste Hindu, by profession Law Clerk

Execution is admitted on 05-02-2024 by Mr Indranii Kar, Partner, KR Construction (Partnership Firm), Bhiringi, Nachan Road, City:- Durgapur, P.O:- Benachity, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:-Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Indetified by Mr Parameswar Bauri, , , Son of Mr Rasamoy Bauri, C/o Durgapur Court, P.O: City Centre, Thana: Durgapur, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713216, by caste Hindu, by profession Law Clerk

Certified that required Registration Fees payable for this document is Rs 14.00/- (E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 14/Fees paid by Cash Rs 0.00/-, by online = Rs 14/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 04/02/2024 10:03PM with Govt. Ref. No: 192023240370372698 on 04-02-2024, Amount Rs: 14/-, Bank: SBI
EPay (SBIePay), Ref. No. 7714675793137 on 04-02-2024, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 40,010/- and Stamp Duty paid by Stamp Rs 1,000 00/-, by online = Rs 39,010/Description of Stamp
T. Stamp: Type: Impressed, Serial no 472, Amount: Rs.1.000.00/- Date of Durchass. Calcalogo.

1. Stamp: Type: Impressed, Serial no 472, Amount: Rs.1,000,00/-, Date of Purchase: 03/02/2024, Vendor name: KHUDIRAM MONDAL

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/02/2024 10:03PM with Govt. Ref. No: 192023240370372698 on 04-02-2024, Amount Rs: 39.010/-, Bank: SBI EPay (SBIePay), Ref. No. 7714675793137 on 04-02-2024, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2024, Page from 22685 to 22708

being No 230601014 for the year 2024.



ha hander

Digitally signed by SANTANU PAL Date: 2024.02.16 11:20:02 +05:30 Reason: Digital Signing of Deed.

(Santanu Pal) 16/02/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.