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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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is Admitted to Registration the
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A.D.S.R. Durgapur
Paschim Bardhaman

03 DEC 2024

DEVELOPMENT AGREEMENT

Dist.	:	Paschim Bardhaman
Mouza	:	Birvhanpur
P.S.	:	Cokeoven
Area of Land	:	9.20 Katha/15.18 dec.

THAT HAS ENTERED INTO BETWEEN

MR NITHUR SAHA S/o Nimai Saha, By Caste: Hindu, a Citizen of India, Occupation: Business, R/o Netaji Subhas Pally, Ras Bihari Street -15, City + P.O:- Durgapur, P.S:-Coke Oven, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713201 hereinafter referred to as the **LAND OWNER(s) / VENDOR(s)** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **FIRST / ONE PARTY.**

IN FAVOUR OF:

M/s. M.K BUILDERS AND DEVELOPERS, a proprietorship firm, having its office at 36/N, B.C. Roy Avenue, Ward No.: 42, City + P.O:- Durgapur, P.S:-Coke Oven, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713202 represented by its sole proprietor **MR SAGAR SAHA** S/o Nemai Saha, By Caste: Hindu, a Citizen of India, Occupation: Business, R/o Rash behari Street, 15 NS Pally, City:- Durgapur, P.O:- Durgapur, P.S:-Coke Oven, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713201 hereinafter referred to as the **DEVELOPER(s) / SECOND PARTY(s)** (unless repugnant to the context shall mean and include their representatives, heirs, successors, executors, administrators, trustees, legal representatives and assigns) of the **OTHER PARTY.**

WHEREAS the Vendor is/are now the absolute owner of the said schedule below property as he is in uninterrupted ownership, possession and enjoyment of the schedule property as the said land was purchased by the aforesaid Vendor from Smt Baby Das and Others vide **Deed Being No.: I-04296 for the year 2014 registered before the Office of the ADSR at Durgapur dated 06/06/2014** and from then by paying taxes and levies thereon, as absolute owner(s) thereof as the schedule mentioned land is therefore owned, possessed and recorded in the ROR in **LR Khatian No.: 5285** having every right, title, interests thereon in the name of the stated Vendor thereof.

And having said that, the aforesaid Vendor became the absolute owner thereof as the schedule mentioned land is therefore owned, possessed and recorded in the ROR in **LR Khatian No.: 5285** having every right, title, interests thereon in the name of the stated Vendor thereof and from then he is paying taxes and levies thereon.

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

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

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

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

II - LAND:- Shall mean the area admeasuring a total of 9.20 Katha / **15.18 Decimal** be the same a little more or less at Mouza: Birvhanpur, J.L. No.: 91, R.S. Plot No.: 1000, 1006, L.R. Plot No.: 2077, 2555, comprised in the undersigned L.R. Khatian No under the jurisdiction of Durgapur Municipal Corporation (DMC), District - Paschim Bardhaman, in the State of West Bengal, more-fully described in the Schedule below, being conveyed by the First Party/Owner in favour of Second Party, for its Development into a Multi-storied residential complex, more-fully described in Schedule below, is the subject matter of this Development Agreement.

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- 1.1 BUILDING:** - Building shall mean the building to be constructed at the said premises with the maximum Floor Area Ratio (F.A.R.) available or permissible under the rules and regulations of the Municipal Corporation of Durgapur and/or other concerned authorities for the time being in force as per the plan(s) to be sanctioned by the Municipal Corporation of Durgapur (DMC) and/or by the competent authorities.
- 1.2 ARCHITECT(S):** - Shall mean such Architect(s) whom the Developer(s) may from time-to-time, appoint as the Architect(s) of the said Building.
- 1.3 "ADVOCATE"** shall mean Mr. Rakesh Chakraborty, Ld. Advocate of Durgapur Court, Dist.: - Paschim Bardhaman, as panelled Advocate of the Developer for Drafting of all Agreements, Sale-Agreements, Sale-Deeds, and Registration thereof and all Legal Matters relating thereto and also for Legal Advices.
- 1.4 MUNICIPAL CORPORATION:** - Shall mean Durgapur Municipal Corporation (DMC) and shall also include other concerned, competent and appropriate authority(s) either State, public body(s) and/or Central Govt. that may

recommend, comment upon, approve, sanction, modify and/or revise such Plans.

- 1.5 PLAN:** - Shall mean the sanctioned and approved Plan of the said building(s) sanctioned by the Durgapur Municipal Corporation (DMC) and shall also include variations / modifications, alterations therein that may be made by the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any.

1.6 OWNER AREA: -

In consideration of the Vendor(s) having appointed the Second Party(s) as Developer of the said property and the Vendor(s) agreeing to allow the Developer to appropriate himself/themselves out of the profits arising from the said development as is hereinafter provided. As acknowledged by the Vendor, the Developer will deliver **4 (four) Nos. of Flat on the 1st (first) floor of the said building {Flat No.: A measuring 958 Sq.ft. of SBA, Flat No.: B measuring 1056 Sq.ft. of SBA, Flat No.: C measuring 1200 Sq.ft. of SBA, and Flat No.: D measuring 1039 Sq.ft. of SBA}** of such sanctioned and approved Plan from the DMC or from such competent authority(s) from such schedule landed property and area of Vendor as below stated of the proposed building together with undivided, impartible and proportionate interest over the said schedule landed property.

- 1.7 DEVELOPER'S AREA:** Shall mean the entire proposed multi-storied building except the said aforestated owner's part with such maximum floors as may be sanctioned and approved by the competent authority(s) together with undivided, impartible and proportionate interest unto the said land.

- 1.8 UNIT:** Shall mean any Unit(s) / Flat(s) / Garage(s) /spaces, etc. in the Building(s) lying erected at and upon the premises and the right to common use of the common portions appurtenant thereto & the concerned Unit(s) and wherever and whenever the context so intends or permits, shall include the undivided, proportionate share and/or portion attributable to such Unit/Flat and such other areas.

- 1.9 PROJECT:** Shall mean the work of development or construction, undertake and to be done solely by the aforestated Developer(s) herein with utmost assistance and assurance from the Owner(s) / Vendor(s) in terms of anything and everything whatsoever in respect of the said premises in pursuance of the Development Agreement and/or any modification / alteration or extension thereof till such development, erection, promotion, construction and building of building(s) at and upon the said premises till completion and handover of the same.

- 1.10 FORCE MAJEURE:** Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war,



air raid, strike, lockout, lockdown, pandemic, transport strike, notice or prohibitory order from Municipality or any other statutory Body or any Court, Government Regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Developer(s).

1.11 PURCHASER(S): shall mean and include:

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

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

IV - DURATION: - That the Developer(s) shall develop and/or construct the said schedule below landed property in its own name and account and at its own expenses, expertise in its own right, interest and shall alone be liable and responsible for the development of the said property; if required then demolishing the existing structures (if any) over the said landed property thereon. The new multi-storied Building Complex comprising of Ground plus such Maximum floors as may be approved by the local municipal concerned authorities consisting of Flats / apartments / units / garages, works-men room, spaces, etc. shall be erected by the Developer unto the Schedule below property of the First Party(s) / Owner(s) / Vendor(s), by 30 Months with a grace period of 06 Months and that shall be calculated from the date of approval and sanction of plan for such development works unto the said property by the Developer(s). However, the said period may get extended by reasons of proven causes beyond the control and authority of the Developer(s) viz. unusual price hike or non-availability of the materials / labours, riot, flood, earth quake, political instability / disturbances, Act of God, Pandemic, lockdown, etc. not more than aforesaid grace period of 06 months.

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

VI: - OWENER DUTY, OBLIGATION & LIABILITY:-

1. That the owner has offered the total area of land thereon measuring 9.20 Katha / **15.18 Decimal** / 619.73 SQ.M. (more/less) for development and construction of a multi-storied residential building complex consisting of flats / apartments, parking spaces and such spaces, etc. provided wherein that as and when required, then amalgamating the adjacent schedule plot of land with RS Plot No.: 1000(P), 1006(P) and/or with such other plot nos and other adjacent plots which is also in the name of the same said Owner(s) followed by other owner hereof and thereby giving a Development POA to the stated Developers herein.
2. Subject to the Competent Authority granting permission and/or sanction under the provisions of the said ULC-Act, the Owner has good right, full power and absolute authority to grant exclusive rights to develop the said property described in the Schedule hereunder written to the Developer and the Developer shall be entitled to develop the said property subject to the terms and conditions herein contained.
3. That the Owner / Vendor hereby declares and acknowledges that :-
 - a) No acquisition proceedings have been initiated in respect of the schedule mentioned plot.
 - b) There is no such indenture / legal document among the Owner / Vendor and/or any other party(s) / person(s) except **M/s. M.K BUILDERS AND DEVELOPERS** either for Sale and otherwise or for development and construction of multi-storied residential building and the said land is free from all such encumbrances. And, also confirms vide this indenture that after execution of this deed, if any of the owner executes or registers any agreement / deeds / documents in favour of any person(s) then he / she / they shall be prosecuted as per the prevailing laws for the time being in force and in that event the owner shall be liable for any such costs and consequences thereof.
4. That the Owner has agreed that either he shall be in-person present before the Registering Authority and/or to such other authority(s) to sign all the agreement for sale and all deeds and agreements of conveyance for selling the Flats to the prospective buyer(s) as Land Owner maintaining all terms & conditions or whatsoever or shall execute a Development Power of Attorney in favour of the Developers for execution of such documents followed by such other works. The Owner / Vendor hereby acknowledge not to interfere on the developer(s) portion / share as mentioned above and as such shall not intrude / anything whatsoever with the amount so received from the prospective buyer(s).
5. That the Vendor shall make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from all reasonable doubts and all such encumbrances and shall



at their own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, hereditaments, possession or otherwise.

6. That the First party hereby assures the Second party(s) that neither he nor any of the legal heirs and successors shall, due to any reason and/or cause whatsoever; ever cause any interferences or unwanted disturbances in the smooth progress of the intended project. Furthermore, the First Party consents in this indenture that if any of the recorded landowner's execute any further and/or such agreements / deeds / contracts against the said landed property after signing and execution of this Agreement, the aftermath of which the said landowner(s) shall be prosecuted as per law for the time being in force and the Second Party can very well initiate civil and criminal cases against him / them and in that event the landowner shall be solely liable for such costs and consequences thereto.
7. That the Owner has offered the total area of land thereon for development and construction of a multi-storied residential building complex consisting of flats / apartments, parking spaces and such spaces, etc. provided wherein that as and when required, then amalgamating combine and merger of any and/or the adjacent such plots of land of the adjacent owners with the schedule below plots. Moreover and most importantly, the Vendor hereby authorizes and grants NOC to the Developer that they can amalgamate the said plot of land into the land of the stated Vendor herein as schedule below for the sake of the proposed project; and declare further that by doing so neither the share of the stated development shall change nor the Vendor shall object and/or shall raise any such objection thereto for such amalgamation.
8. That on and from the time of execution of these presents, the vendor shall deliver or cause to be delivered all such title deeds, parcha, other requisite documentations / papers, plans, approvals, etc. in relation to the said landed property which is hereby agreed to be developed by the Builder / Developer against proper receipt by the developer with assurance by the developer that those documents shall not be used to borrow fund. The Owner / Vendor further assures to extend maximum co-operation for obtaining N.O.C. and for giving declarations, affidavits, other requisite documentations / papers, approvals, etc. whatsoever required.
9. That the Vendor hereby declares that no notice from Government or any other body or authority or under the Durgapur Municipal Corporation Act or Land Acquisition Act or The Defence of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon them or any other person/s interested therein nor is the said



plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal, Government body or Public Body or authority.

10. That the Owner / Vendor agrees and acknowledges that he gives his full authority & power to Second Party to do & execute all lawful acts, deeds things for the owner and on his behalf in respect of all activities related to developing and construction of the multi-storied residential building cum complex(s) on the said land i.e., to receive the sanctioned plan and other documents from Durgapur Municipal Corporation, and such other statutory authority / authorities or public body(s).
11. That immediately on the execution of these presents, the Vendor herein has decided to execute a Development Power of Attorney in favour of the Developers or their Nominee(s) as the case may be for the purpose of signing and/or executing all the applications, indenture(s), agreement to sale and deed of sale to such intending purchaser(s), proceedings, plans, other requisite documentations / papers, execute and verify all application and/or objection to appropriate authorities for all and any license permission, NOC or consent etc.; to obtain necessary approval(s) from various authorities in connection with the development and such papers to be submitted by the Developers on behalf of the Vendor to the Competent Authority, Urban Land Ceiling, Municipal Corporation of Durgapur (DMC), ADDA, or any other Government or Semi-Government authority in connection with the development to facilitate the development of the property hereby agreed to be developed by the Developers on behalf of the Vendor. If any such delay is caused in developing the said property hereby agreed to be developed or such other whereabouts, the consequences arising thereof shall be at the costs & consequences on the part of the Vendor alone.
12. That the Vendor hereby authorize the Developers to sign and execute applications, writings, undertakings for amalgamation, layout, sub-division, building plans and other assurances and submit the same to the Municipal and Public authorities and to obtain commencement certificate, etc. for obtaining different types of applications and other proformas. It is also agreed that all the costs, charges and expenses to be incurred in pursuance of this clause save and except as provided otherwise in this Agreement shall be borne and paid by the Developers.
13. That the Vendor declares that the property in question is the recorded property in the LR.R.O.R at the concerned BL&LRO Dept. However, there is no minor interested in the said property and hence the question of obtaining the sanction from the competent Court / authority(s) relating to minor's interest along and with the said property does not even arise. That the said land is not coming within the purview of section-20 of the urban land ceiling and Regulation act.

14. To execute necessary documents (if required) and present the same before the appropriate authority for formation of Association under the provisions of West Bengal Apartment Ownership Act, 1972, Real Estate (Regulation and Development) Act, 2016; aka WBRERA.
15. That the land by Agreement is not prohibited by Govt. i.e., does not come under Govt. Land, Settled Land, Bhudan Land, Forest Land and the first party satisfied with the contents of this deed, and the first party and his land dose not any reserved cast under C.N.T. Act
16. That the Developers can take and initiate legal proceedings which are required to be taken in connection with the work of development and construction on behalf of the owner. Furthermore, if any legal action is taken against land owner(s) in connection with the same and said project; to prosecute and defend such legal proceedings, affidavit, application, etc. and to engage Ld. Advocate and to do all such act, deed and things required to be done on behalf and as such on sale of flats / apartments / etc. to the prospective buyers save and except owner's allocation and accept booking money, advance and consideration money.

VII- DEVELOPER DUTY, LIABILITY & RESPONSIBILITY:-

1. That the Developer confirms and assures the owner that they're acquainted with and aware of the process / formalities related to similar project in Corporation Area or at the Sub-Div. and was satisfied with the papers / documentations related to ownership, measurement of the said land, possessory right, title, interest and suitability of the site and viability of such proposed project thereto.
2. That the developer confirms and assures the owner that they have financial sources and other resources to meet and comply with financial and other obligations required for execution of the project within such time-frame and the owner does not have any liability and/or responsibility of any such financing and execute the project or part thereof except such consideration for each flats as detailed under.
3. That the developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision and security of reputed Architect / Planner, Advocate(s), and such other professionals authorized and licensed by appropriate authority(s). The building plan should comply with the standard norms of the multi-storied building/s including structural design and approval from local sanctioning authority / Corporation / Govt. agencies. Any variation / alteration / modification from the original approved drawing / plan need approval from the owner or his attorney and the architect before submission to the Corporation / appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both



owner and developers. However, basic character of the project consisting of flats/apartment/parking space and common space like garden / water / drainage will remain intact unless agreed by both the parties.

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

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

10. That it is agreed that the Vendor and all other necessary parties claiming through him shall execute Deed of Conveyance / Sale document and/or all other writings in favour of such person(s) as the Developers may direct and in the event of Conveyance/s it can also be given in favour of the Nominee/s of the Developers or a proposed Co-op Housing Society. The Developers shall also join as a Confirming Party to the said Conveyance.
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 by stipulated time-frame as stated hitherto and after getting all such relevant papers / documentation.
12. That the Developer shall not make the Owner responsible for any business loss and/or any damages etc. or due to failure on the part of the Developer to correctly construct the Flats and/or to deliver correctly the same to the intending purchasers and in such cases the Developer shall be the entire responsibility; needless to mention that the Owner(s) shall in every way assist the Developer.
13. That Developer agrees to indemnify the land owner and vice-versa from the obligation and/or such other liabilities of paying Income Tax, GST or any other duties / levies either by the State Government or Central Government or statutory local authorities forming part which are required to pay for the profits 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, irrevocably and unconditionally agrees and undertakes to remove all the obstacles and clear all outstanding, doubts and/or defects, if any, save as herein-above provided, at its/his own cost so as to ultimately vest the said property unto the Developer or his nominees free from all encumbrances and defects.
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 by the owner and the owner shall agree to ratify all acts and things lawfully done by the developer; **i.e., NO OWNERSHIP OF THE SAID SCHEDULE LAND IS HEREBY TRANSFERRED IN FAVOUR OF THE DEVELOPER HEREIN.**

A handwritten signature in dark ink, possibly reading 'D. J.', is written over a circular stamp. The stamp contains some illegible text and a central emblem.

VIII- 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 Court.
- b) Confidentiality & Non-disclosure: Both parties shall keep all non-public information & documents concerning the transaction herewith confidential unless compelled / required by Law.
- c) All such disputes if cropped up in nearer future shall be adjudicated before the Ld. Court having jurisdiction to try the suit.
- d) Photo copies of all statutory approvals of the competent bodies e.g. land conversion, approved building plan, installation of four passenger lift or connection of water, fire & electricity, sewerage disposal etc. with due approval and or any other clearances from competent authority are to be supplied by the developers to the owner time to time and vice-versa.
- e) The owner can visit the construction site anytime with intimation to the developer/site supervisor and discuss with site supervisor but shall not disturb the construction work. However, any unusual and non-permissible actions/operations observed at site can be brought to the notice of the developer and its architect / advocate for discussion and necessary corrective action.
- f) In case the Building Plan underground plus six standard is not approved by the Durgapur Municipal Corporation and/or competent authority, in that context the consideration/value/portion has to be reduced proportionately on the basis of total area and storied approved by the Durgapur Municipal Corporation and/or the competent authority under the approved standard which is hereby agreed & acknowledged by the Vendor(s).
- g) The Developer shall ensure safe & sound building design and construction, complete safety of the workmen, minimum wages, first class standard quality of materials supplied/used along-with all other legal formalities and moral obligations during execution of the project to render the first party free from legal obligations and all other risks and hazards whatsoever related to the project. And the owner shall not be liable for same in any manner whatsoever whether during construction or after construction.
- h) The second party or the developer shall have the right and/or authority to deal with and negotiate with any person and or enter into any deal with the contract and/or agreement and/or agreement and/or borrow money and/or take advance from any bank/financial institution and/or also allocate flats under this agreement and within the framework of Development Power of attorney. 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 / divided as per the ratio as stated above with all such rights.
- i) A successful project completion certificate from the Architect or any competent technical body with specific observations / comments on the design, quality of material and workmanship, of the water supply system, sewerage system, electric supply system and the lifts to be obtained by the developer and will be



- responsible for any defect and rectification thereof at their cost/expense after handing over of physical possession of the flats.
- j) That all cost, charges and expenses for execution of the whole project and including stamp duty and registration fee for execution and registration of this agreement and or deed of conveyance/transfer of the said land shall be borne paid and discharged by the Developer exclusively.
 - k) The landowner and the developers have entered into the agreement purely and nothing contained herein shall be deemed to constitute as a partnership between them in any manner nor shall the parties hereto be constituted as association of persons.
 - l) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, if any, needed by the developer for the purpose of the sanction of the building plan and/or any other purpose to be required for said developments project shall be prepared by the developer at its own costs and expenses in the name of the land owner without reimbursement of the same and the land owner shall sign on the said plan/plans, application, paper, documents, etc. as and when the developer asked for the same without demanding any remuneration and/or money for the same.

DESCRIPTION OF THE FIRST SCHEDULE LAND
{The said Land's been developed}

ALL THAT Pieces and Parcels of the Plot of Land situated under the jurisdiction of Durgapur Municipal Corporation (D.M.C.), P.S.: Cokeoven, within Mouza: Birbhanpur, J.L. No.: 091, recorded within LR Khatian No.: 5285, Holding No.: 580/N at Birbhanpur Village Road, Durgapur - 713202 in Ward No.: 41 at A.D.S.R. Office and Sub-division at Durgapur, District: Paschim Bardhaman, West Bengal; described with land details under following heads as hereto:

1. R.S Plot No.: 1006(P) appertaining to L.R. Plot No.: 02077, admeasuring an area of 03 Katha;
2. R.S Plot No.: 1000(P) appertaining to L.R. Plot No.: 02555, admeasuring an area of 6.20 Katha;

That the total land admeasuring an area of 15.18 Decimal / 9.20 Katha or 619.73 SQ.M. be the same a little more or less under the nature and character as 'Bastu' and being delivered to the aforesated Developer for construction of multi-storied building complex(s) which is **Butted and Bounded as hereto:-**

On the North + South	R.S Plot No.: 1000(P) & 1006(P)
On the East	R.S Plot No.: 1006(P)
On the West	20' ft wide Road.

(TENTATIVE SCHEDULE MENTIONING TYPE OF CONSTRUCTION AND SPECIFICATION)

- | | | | |
|----|-------------------------|---|--|
| 1 | Foundation | : | Reinforced cement concrete |
| 2 | Super Structure | : | Reinforced cement concrete covert Columns, beams and slabs |
| 3 | Plinth | : | Brick Work with sand and cement |
| 4 | Walls | : | External Wall 200 mm, thick brick work, internal partition wall 75/125 mm, thick brick work with cement mortar |
| 5 | Finishing walls | : | Finishing internally all walls and ceiling shall plaster cover which shall be finished with plaster of parish. |
| 6 | Flooring | : | Marble/Ceramic floor tiles flooring at the bed room, drawing cum dining, balcony, toilet and kitchen. |
| 7 | Toilet | : | glazed tiles on the wall |
| 8 | Kitchen | : | glazed tiles on the wall over the kitchen slab. Kitchen slab will be made by Black stone, Steel sink will be provided. |
| 9 | Doors | : | All Door frames will be made of Sal wood and all door panels are made by got press commercial ply. |
| 10 | Window | : | Aluminium window with glass fittings |
| 11 | Painting | : | All doors and window shall be finished with painting |
| 12 | Electrical Installation | : | I.S.I. standard concealed wiring up to points but without light and fan fittings |
| | a. Bed room | : | Two light points, one fan point, one plug point (5 amp) |
| | b. Dining | : | One light point, one fan point, one 15 amp and one 5 amp plug point |
| | c. Toilet | : | One light point, one exhaust fan point and one 15 amp plug point. |
| | d. Kitchen | : | One light point, one exhaust fan point and one 15 amp plug point. |
| | e. Main Entrance | : | One bell point |
| 13 | Water Supply | : | Water will be supplied from Municipal Water Supply Connection of Durgapur Municipal Corporation within the premises. |
| 14 | Plumbing Work | : | Commode with L.D.P.V.C. cistern, one basin, and all fittings will be standard made white in colour. |
| 15 | Roof | : | Roof of the building to be finished with net cement or otherwise. |

[The above specification(s) may change / alter as per the then requirement and as per reliability of such specification(s) as specified; demand and improved / updated 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 prints of each finger of both the hands of Owner(s) / Vendor(s) and Developer are attested in the additional pages in this the Development Agreement being No. 1 (a) and therefore these shall be treated as part of this Legal Document.

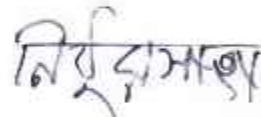
IN WITNESS WHEREOF the Owner / Vendor and Developer hereto have set their hands on being aware of such legal terminology on this the **03rd Day of December, 2024** in presence of the undersigned witness and as such explained this indenture in vernacular before all parties and thereafter have affixed and formulated their respective signatures after satisfaction with full of mental and physical competencies.

SIGNED, SEALED & DELIVERED

IN PRESENCE OF: -

WITNESS:

1. Kajal Chakraborty
Santosa Chakraborty
Sromik Nagar Colony
DGP- 713201



**SIGNATURE OF FIRST PARTY
OWNER / VENDOR**

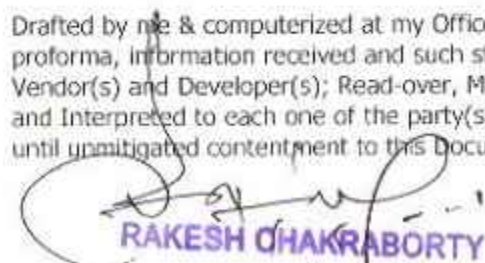
Viparome Suman Bauri
Durgapur Court



**SIGNATURE(s) OF SECOND PARTY
DEVELOPER**



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 unmitigated contentment to this Document:


RAKESH CHAKRABORTY
Advocate
Durgapur Court
Member, Durgapur Bar Assn.
Reg. No.-WB/1006/2013



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



192024250298182438

GRN Details

GRN:	192024250298182438	Payment Mode:	SBI Epay
GRN Date:	02/12/2024 12:39:16	Bank/Gateway:	SBlePay Payment Gateway
BRN :	6120992275115	BRN Date:	02/12/2024 12:39:27
Gateway Ref ID:	605143168782	Method:	State Bank of India UPI
GRIPS Payment ID:	021220242029818242	Payment Init. Date:	02/12/2024 12:39:16
Payment Status:	Successful	Payment Ref. No:	2003000271/3/2024
[Query Year] [Query Year]			

Depositor Details

Depositor's Name:	Mr RAKESH CHAKRABORTY
Address:	Office: Unit No.: 2/8, 2nd Floor, Suhatta Mall, City Centre, Durgapur
Mobile:	9474777815
Period From (dd/mm/yyyy):	02/12/2024
Period To (dd/mm/yyyy):	02/12/2024
Payment Ref ID:	2003000271/3/2024
Dept Ref ID/DRN:	2003000271/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003000271/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	2010
2	2003000271/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	14
Total				2024

IN WORDS: TWO THOUSAND TWENTY FOUR ONLY.



Office of the DURGAPUR MUNICIPAL CORPORATION
CITY CENTRE, DURGAPUR, PIN - 713216

PROPERTY TAX RECEIPT



Assessment No.: 3309402764286

Old. No.:

Receipt No.: 2020 2021/T/18061

Receipt Date: 09/07/2021

Name of the Assessee: NITHUR SAHA

Ward No.: 41

Locality/Street: RD 8/7 - BIRDHANPUR VILLAGE DGP-02

Bill Receipt No.:

Holding No.: 580/N

Received the sum of Rs. 64.00 (in words) Rupees SIXTY-FOUR ONLY
in account of property tax and surcharge as detailed below:

	Details of Arrear Received (Year wise)					Current (2020-2021)				
	Year (Others)	2017-2018	2018-2019	2019-2020	Total Arrear	1st Qtr Amount April-June	2nd Qtr Amount July-Sep	3rd Qtr Amount Oct-Dec	4th Qtr Amount Jan-March	Total Amount
PropertyTax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	67.72	67.72
RebateOnPropertyTax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.39	-3.39
SurchargeAmt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Amount:										64.33
Round-off Amount:										-0.33
Net Amount:										64.00

Paymode: Cash, Amount: 64.00

Paid At: Municipality



Collecting Sahar/Counter: TALUK NATH
GHOSH (C-02)



(Signature)

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name.....

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



সাগর সুলে

Sagar Sule

Signature of the Presentant

Executant/Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name.....

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



নিষু নৈতিক

All the above fingerprints are of the above named person and attested by the said person.

Signature of the Presentant

(3) Name.....

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত

PHOTO
PEST

ডান হাত

Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.

DETAILS OF IDENTIFIER WITH PHOTO

(শনাক্তকারীর সচিত্র বিবরণ)

1. NAME (নাম) : Kajal Chakraborty
2. FATHER/ HUSBAND NAME : Santosh Chakraborty
(পিতা/ স্বামীর নাম)
3. OCCUPATION (পেশা) : Business
4. PERMANENT ADDRESS (স্থায়ী ঠিকানা)
VILLAGE/TOWN (গ্রাম) Sromik Nagar Colony
POST OFFICE (পোস্ট অফিস) Durgapur
POLICE STATION (থানা) Cocoven PIN 713201
DISTRICT(জেলা) P. Bardhaman STATE (রাজ্য) West Bengal
5. RELATIONSHIP WITH SELLER/BUYER (দলিলের বিক্রেতা/দাতা গনের সহিত সম্পর্ক) _____
6. AADHAR NO 5237 3102 2398
PAN _____
EPIC NO _____

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

I, _____ as identifier identifying the executants
of the concerned deed (Query No.) _____.

ছবি সহ দশ আঙ্গুলের টিপ ছাপ

LEFT HAND					
RIGHT HAND					



Kajal Chakraborty

IDENTIFIER SIGNATURE

(শনাক্তকারীর স্বাক্ষর)

Major Information of the Deed

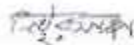
Deed No :	I-2306-11981/2024	Date of Registration	03/12/2024
Query No / Year	2306-2003000271/2024	Office where deed is registered	
Query Date	26/11/2024 4:20:20 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	RAKESH CHAKRABORTY BAR ASSOCIATION AT DURGAPUR, DURGAPUR COURT, CITY CENTRE, DURGAPUR OFFICE : 2/8 SUHATTA MALL, 2ND FLOOR, CITY CENTRE, BESIDE ADSR DURGAPUR MANAGING PARTNER, AR AND ASSOCIATES, A REGD. LEGAL CONSULTANCY FIRM, www.arassociates.com, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713218, Mobile No. : 9474777815, Status : Advocate		
Transaction	Additional Transaction		
(0110) Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement (No of Agreement : 1)		
Set Forth value	Market Value		
	Rs. 30,36,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,010/- (Article 48(g))	Rs. 14/- (Article E, E)		
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: Birbhanpur Village Road, Vourda: Birbhanpur, Ward No: 41, Holding No.580/N JI No: 91, Pin Code : 713202

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
1	LR-2077 (RS -1006)	LR-5285	Vastu	Vastu	3 Katha	9,90,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road.
2	LR-2555 (RS -1006)	LR-5285	Vastu	Vastu	6.2 Katha	20,46,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road.
TOTAL :				15.18Dec	0/-	30,36,000/-	
Grand Total :				15.18Dec	0/-	30,36,000/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Nithur Saha (Presentant) Son of Nimai Saha Executed by: Self, Date of Execution: 03/12/2024 , Admitted by: Self, Date of Admission: 03/12/2024 ,Place : Office	 03/12/2024	 LT1 03/12/2024 Captured	 03/12/2024
Aeta: Subhas Pally, Ras Bihari Street -15, 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 Date of Birth:XX-XX-1XX2 , PAN No.: avxxxxxx1q, Aadhaar No: 39xxxxxxxx1938, Status :Individual, Executed by: Self, Date of Execution: 03/12/2024 , Admitted by: Self, Date of Admission: 03/12/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	M.K BUILDERS AND DEVELOPERS 36/N, B.C. Roy Avenue, Ward No.42, City:- Durgapur, P.O:- Durgapur, P.S:-Coke Oven, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713202 Date of Incorporation:XX-XX-1XX8 , PAN No.: axxxxxx5n, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Sagar Saha Son of Mr. Nemai Saha Date of Execution - 03/12/2024, , Admitted by: Self, Date of Admission: 03/12/2024, Place of Admission of Execution: Office	 Dec 3 2024 1:23PM	 LT1 03/12/2024 Captured	 03/12/2024
Rashbahari Street, 15N S Pally, 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, Date of Birth:XX-XX-1XX8 , PAN No.: arxxxxxx5n, Aadhaar No: 51xxxxxxxx1283 Status : Representative, Representative of : M.K BUILDERS AND DEVELOPERS (as proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Kajal Chakraborty Son of Mr. Samosh Chakraborty Shanki Nagar, City:- Durgapur, P.O:- Durgapur, P.S:- Coke Oven, District:- Paschim Bardhaman, West Bengal, India. PIN:- 713202		 Captured	
	03/12/2024	03/12/2024	03/12/2024

Identifier Of Mr Nithur Saha, Mr Sagar Saha

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Nithur Saha	M.K BUILDERS AND DEVELOPERS-4.95 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Nithur Saha	M.K BUILDERS AND DEVELOPERS-10.23 Dec

Land Details as per Land Record

 District: Paschim Bardhaman, P.S:- Coke Oven, Municipality: DURGAPUR MC, Road: Birbhanpur Village Road,
 Mouza: Birbhanpur, Ward No: 41, Holding No:580/N JI No: 91, Pin Code : 713202

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2077, LR Khatian No:- 5285	Owner:বঙ্গবন্ধু শহর, Gurdian:বঙ্গবন্ধু, Address:বঙ্গবন্ধু, Classification:বঙ্গবন্ধু, Area:0.05000000 Acre,	Mr Nithur Saha
L2	LR Plot No:- 2555, LR Khatian No:- 5285	Owner:বঙ্গবন্ধু শহর, Gurdian:বঙ্গবন্ধু, Address:বঙ্গবন্ধু, Classification:বঙ্গবন্ধু, Area:0.10000000 Acre,	Mr Nithur Saha

Endorsement For Deed Number : I - 230611981 / 2024

On 03-12-2024

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 13:17 hrs. on 03-12-2024, at the Office of the A.D.S.R. DURGAPUR by Mr Nithur Saha, Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 30,36,000/-

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

Execution is admitted on 03/12/2024 by Mr Nithur Saha, Son of Nimai Saha, Netaji Subhas Pally, Ras Bihari Street - 15, P.O: Durgapur, Thana: Coke Oven, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713201, by caste Hindu, by Profession Business

Indorsed by Mr Kajal Chakraborty, Son of Mr Santosh Chakraborty, Sramik Nagar, P.O: Durgapur, Thana: Coke Oven, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713202, by caste Hindu, by profession Business

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

Execution is admitted on 03-12-2024 by Mr Sagar Saha, proprietor, M.K BUILDERS AND DEVELOPERS (Sole Proprietorship), 36/N, B.C. Roy Avenue, Ward No.42, City:- Durgapur, P.O:- Durgapur, P.S:-Coke Oven, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713202

Indorsed by Mr Kajal Chakraborty, Son of Mr Santosh Chakraborty, Sramik Nagar, P.O: Durgapur, Thana: Coke Oven, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713202, by caste Hindu, by profession Business

Payment of Fees

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/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2024 12:39PM with Govt. Ref. No: 192024250298182438 on 02-12-2024, Amount Rs: 14/-, Bank: SBI EPay (SBIPay), Ref. No. 6120992275115 on 02-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4762, Amount: Rs.5,000.00/-, Date of Purchase: 02/12/2024, Vendor name: SOMNATH CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2024 12:39PM with Govt. Ref. No: 192024250298182438 on 02-12-2024, Amount Rs: 2,010/-, Bank: SBI EPay (SBIPay), Ref. No. 6120992275115 on 02-12-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2024, Page from 219739 to 219763
being No 230611981 for the year 2024.



Santanu Pal

Digitally signed by SANTANU PAL
Date: 2024.12.06 11:07:07 +05:30
Reason: Digital Signing of Deed.

(Santanu Pal) 06/12/2024

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