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certified that the Document
is Admitted to Registration the
Signature Sheet and the Endr-
gements Attached with this
Documents are the Part of this
Document.

A.D.S.R. Durgadev
Durgadev

06 DEC 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 6th
DAY OF DECEMBER, 2023, Contd...P/2

Recd ✓

Sl No. 520 Date 05 DEC 2023
Sold to R. K. Builders and Developers Pvt.
Address D.G. P-13
Value of Stamp 5000/-
Date of Purchase of the Stamp
Paper from Treasury
Name of the Treasury from where
Purchase: Durgapur

02 NOV 2023



Ram Prasad Banerjee
Stamp Vender
A.D.S.R. Office, Durgapur-16
Licence No-1793



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

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BETWEEN

1. **Sri Jaspal Singh Panesar** (Pan No-AJDPS2825B) (Aadhar No-2260 3541 0868) son of Sri Gurudayal Singh Paneswar , by occupation: Business, by faith: Sikh, by nationality: Indian residing at C/O-Bengal Timbers Works Nachan Road Benachity P.O-Durgapur-13 P.S-Durgapur, District Paschim Bardhaman , West Bengal.

Hereinafter called the **Landowner** (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include their respective heirs, successors, legal representatives, administrators, executors and assigns) of the **ONE PART**;

AND

"R.K Builders and Developers Private Limited" { A company constituted under the Companies Act 2013 (CIN No-U70109WB2021PTC243590) (PAN- AAKCR8455K) Having its registered Office at House No-1/4/7, Sukanta Sarani , Subhaspally Benachity P.O-Durgapur-13, P.S-Durgapur, Pin -713213, District-Paschim Bardhaman represented by its Director 1. Rabi Singh (Pan No BPIPS1400J) son of Sagar Singh by Nationality - Indian, by faith- Hindu, by Occupation- Business, residing at House No-1/4/7, Sukanta Sarani , Subhaspally, Benachity P.O-Durgapur-13, P.S-Durgapur, Pin -713213, District-Paschim Bardhaman.

[Hereinafter called the **DEVELOPER**]

(which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-business/interest, administrators and assigns) of the **OTHER PART**.

WHEREAS the property mentioned and described in the **SCHEDULE** hereunder written below was originally belongs to Smt Archana Banerjee , Sri Gopal Chandra Chattapadhyay and Anandamoy Mukherjee

And said Archana Banerjee acquired an area of 13 decimals Of LR Plot No-496 , an area of 20 decimals of LR Plot No-497 and Gopal Chandra Chattapadhyay which they acquired an area of 3 decimals of Plot 496 by way of purchase vide deed No-8862 Of 1987 and Deed No 2919 of 1971 respectively from recorded owner. And they transferred the said portion of said plots by regd deed of sale being no-1884 of 2007 in favour of Gurdayal Singh Paneswar And another Owner namely Anandamoy Mukherjee who acquired an area of 16 decimals of plot no- 496 and an area of 20 decimals of plot no- 497 by way of purchase vide deed no- 3349 Of 2000 from the then owner and he transferred the said portion of said plots by way of regd deed of Sale 1883 Of 2007 in favour of Jaspal Singh Panesar and their names was duly recorded in LR records of rights and under Khatian no-778 & 779



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And thereafter said Gurudayal Singh Paneswar transferred an area Of 15 decimals Of Plot No- LR-496, and an area Of 21 decimals Of LR Plot No- 497 (Total-36 decimals) by registered deed of Gift being no-2259 Of 2022 in favour of his son Jaspal Singh Panesar and by force of sale deed and Gift Déed said Jaspal Singh Panesar became absolute owner of an area of 31 decimals Of LR Plot No - 496 and an area Of 41 decimals of LR Plot No-497 and nature of both plots and its area converted as Commercial Bastu vide Case No- CN/2023/2311/804 and paid land revenue .

All the landowner owned and possessed the schedule hereto and the said property is free from all encumbrances, charges and liens whatsoever and they have paid up to date rent to the Government in respect of the property described in the schedule hereunder written and have been enjoining the same therein.

AND WHEREAS the Owner are desirous of developing the said land by erecting and/or constructing building or multistoried buildings over schedule described land but as the Owner have no experience in the field of construction and/or development of properties, the Owners approached the Developer and made an offer to the Developer to develop the said land by way of constructing and/or erecting **Multi** storied building or buildings at the said land subject to the approval of all Government & Statutory Authorities and if the authority of Durgapur Municipal Corporation Sanction building plan and the **Landowners will have no claim over the total construction area except their own allocation.**

AND WHEREAS the Developer has accepted the aforesaid offer of the Owners and after a joint meeting held between the Owner and the Developer, the Owner has appointed the Developer herein as the sole and exclusive Developer to develop the said land by way of constructing and/erecting and/or building multi-storied building or buildings at the said land in accordance with the plan to be sanctioned by the competent authorities from all concern, Durgapur Municipal Corporation, ADDA, and/or any other competent authority or authorities concerned in the name of the Owners on the terms and conditions appearing hereinafter.

AND WHEREAS the Developer shall construct a **Commercial cum Residential Complex** in the said property as per the Floor area and height to be sanctioned by the Durgapur Municipal Corporation or any other Authority subject to leaving open spaces for common amenities and facilities, land scalping, car parking, facilities and services which may enhance the value, viability and reputation of the Complex and to do all acts, deed and things necessary for the purpose of developing and constructing viz. preparing the Building Plan and obtaining sanction thereof from the Durgapur Municipal Corporation or any other Authority and/or any other appropriate Authority .

R. Singh



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It is mutually agreed by both party Landowner shall be entitled to get 28 % of the total Constructed Built Up Area and developer shall be entitled to get 72 % of total constructed Built Up area and such Developer's Allocation or interest in the said property is in lieu of the cost of construction, value addition and enterprise. The aforesaid flats will be allocated on various floors of the building and various directions after sanction of building plan and drawing of architect.

AND WHEREAS the Developer shall undertake, declare and promise the construction of the Complex on the said property belonging to the Owner and for such purpose to appoint Soil Surveyors, Architects and Civil Engineers and to obtain the sanction of the Building Plan from the competent authority or any other statutory Authority and to construct the building and all such funds shall be arranged and cost by the Developer.

AND WHEREAS the Owners have accepted the proposal of the Developer subject to the terms and conditions as more fully written herein below:-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

A. OWNER: Owner Shall mean Jaspal Singh Panesar and in his absence his legal heirs and successor

B. BUILDING: shall mean up to maximum limit of floors consisting of so many Commercial and residential flats, garages etc. to be constructed according to the plan including any modification and/or addition thereof sanctioned by the Durgapur Municipal Corporation from time to time and to be constructed on the "said property" more fully and specially and specifically described in the First Schedule written hereunder, and the said building is hereinafter referred to as the "SAID BUILDING".

C. BUILT-UP AREA/COVERED: Shall in relation to the Unit/Flat shall mean the plinth area of that Unit/Flat (including the area of bathrooms, balconies & terrace, if any, appurtenant thereto & also the thickness of the walls (external or internal), the columns & pillars therein provided that if any wall, column.

D. PARKING SPACE: Shall mean the space in the Basement (if any) and/or on the Ground Floor of the Building/s as also in the open space surrounding the Building that may be earmarked by the Developer herein for Parking Cars on extra costs if any purchaser desire to purchase.

E. COMMON EXPENSES: Shall include all expenses for the management, maintenance and upkeep the Unit/Flat and the buildings, the common portions therein and the premises and the expenses for common purposes of the Unit/Flat and shall be payable proportionately by the Purchaser/s herein periodically as maintenance charges.



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- F. COMMON PORTIONS:** Shall mean the common areas and installations in the Building and the premises, which are mentioned, described, enumerated, provided and given in the THIRD SCHEDULE hereunder written and/or given.
- G. COMMON PURPOSES:** Shall include the purpose of maintaining and managing the Premises, the Building & in particular the common portions, rendition of services in common to the Unit/Flat, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit/Flat owners & occupiers relating to their mutual rights and obligations for the beneficial use & enjoyment of their respective Unit/s/Flat/s exclusively & the common portions in common.
- H. Municipality:** Shall mean the Durgapur Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon approve, sanction, modify and/or revise the Plans.
- I. DATE OF POSSESSION:** Shall mean the date on which the Purchaser/s herein take/s actual physical possession of the said Unit/Flat after discharging all his liabilities and obligations.
- J. DEVELOPER:** Shall mean "R.K Builders and Developers Private Limited" and its successors, successors-in-Office & assigns.
- K. OWNERS AREA:-** Shall mean as described in Second Schedule.
- L. DEVELOPER'S AREA:** Shall mean as described in Third Schedule.
- M. DEVELOPMENT AGREEMENT:** Shall mean the date of Execution of Agreement Between the Owners herein & the Developer herein relating to the development, promotion, construction, erection & building of building/s at & upon the said premises and shall include all modifications, alterations & changes, if any, made therein & all extensions, if any, thereof from time to time.
- N. UNIT/FLAT:** Shall mean any Commercial cum residential Unit/Flat or any other covered space in the Building, which is capable of being exclusively owned, used and/or enjoyed.
- O. ARCHITECT:** Shall mean such Architect(s) whom the Developer may from time to time, appoint as the Architect(s) of the Building.
- P. PROJECT:** Shall mean the work of development undertake and to be done by the Developer herein in respect of the premises in pursuance of the Development Agreement and/or any modification or extension thereof till such development, erection, promotion, construction and building of building/s at and upon the said premises be completed and possession of the completed Unit/s/Flat/s/Car Parking Space/s/ and Others be taken over by the Unit/Flat and occupiers.
- Q. PREMISES:** Shall mean as described in First Schedule.
- R. PLAN:** Shall mean the sanctioned and/or approved by authority of Durgapur Municipal Corporation and shall also include variations/modifications, alterations therein that may be made by the Owners herein and/or the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any.



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THIS AGREEMENT SHALL BE DEEMED TO HAVE COMMENCED ON AND WITH EFFECT FROM THE DAY OF EARTH CUTTING and SANCTION OF PLAN.

That in lieu of taking full consideration as written in the SECOND SCHEDULE hereunder the land owner granted exclusive right on the handing over the physical possession of the said property to the developer on condition that the said development work will be done at Developer's in costs & expenses by construction of proposed multi-storied building up to maximum limit of floors consisting of so many flats, Flats, garages, etc. on the "Said Premises" so desired by the developer in pursuance to the sanctioned plan so to be sanctioned from time to time along with any subsequent modification, rectification addition & renovation thereof so to be approved by the Durgapur Municipal Corporation and/or any other concerned authority / authorities from time to time subject to condition that the developer shall recover all the said development costs & expenses of the building as well as the price of the said premises by sell, mortgage, lease etc. and/or in any other mode of transfer in whatever manner including the terms of transfer of property Act, 1982 of its allocation as fully & particularly described in the THIRD SCHEDULE written herein below and in such every transfer the land owner personally shall signed, execute and/or register as well as will sign all necessary paper, documents, agreement for sell & all deed of conveyance as vendor in said transfer in pursuance of direction of the developer. But the Landowners shall not invest any money for the aforesaid development projects save & except the costs to be borne by the Landowners as stated in this agreement.

That the land owner in pursuance of this agreement has handed over the peaceful physical vacate possession of the said premises for the said development projects to the developer simultaneously with the execution of this agreement and the same shall remain with the developer till the completion of the project and to give over the possession with registered deed of conveyance(s) by each of unique owners thereof and the developer by this agreement shall have every right and power to start all kinds of developments works of the project on and from the date of signing of this agreement including obtaining plan from the Durgapur Municipal Corporation including to prepare plans for development of the said property described in the schedule hereunder written and to submit the same to Durgapur Municipal Corporation.

AND to sell and dispose of all or any of the flat or flats, Flat or Flats and parking space in respects of developer's allocated portion that may be constructed on the said property on ownership basis and/or in any other manner that may be thought fit and proper by the said developer at the price or for the amount that the said developer may think fit and proper.

And to collect and receive of advance money and or part payment or full consideration from the intending purchaser for booking and sell of such flats or flats, Flats and parking space and also to receive and collect or demand the rent from the tenants of the building standing on the said plot and for that act or purpose to make sign and execute and/or give proper and lawful discharge for the same AND to execute from time to time agreements or agreement for sell and ownership basis of such flats, Flats, or garage conveyance in respect of the building that may be constructed on the said plot and also to execute and sign conveyance, transfer or surrender in respect of the said property or any part their of and present documents or document for registration and admit the execution of any such documents or document before the appropriate registering authority.

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That the land owner shall on the day of signing of this agreement and/or thereafter as and when asked by the developer execute, registry and grant to the developer and/or its nominee or nominees a registered general power of attorney authorizing the developer and/or its nominee/nominees as per direction of the developer in the manner as the developer may think fit and proper including to make agreement for sell of unit/units along with undivided proportionate share of land by taking full and/or part of sell price or consideration thereof with power to sign, execute and present before any registering authority all deed of conveyance and/or conveyance and register thereof on behalf of the land owner to the intending purchaser/purchasers, in respect of the developers allocation. However, the land owner declares that he will personally signed all agreements for sell and all deeds of conveyance for selling of the developers allocation as fully stated in the THIRD SCHEDULE written herein below.

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 purposes 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 the same found the landowner and the landowner shall sign on the said plan /plans application, papers, documents, etc. as and when the developer asked for the same without demanding any remuneration and/or money for the same.

That by virtue of this agreement the developer is hereby empowered to raise the construction of the proposed new building / buildings on the above mentioned property investing is own finance and the developer may take construction loan from any financial institutions or any banks against the developers allocation.

That the developer shall be authorized in the name of the land owner, if necessary, to apply for temporary and/or permanent connection for electricity, sewerage, drainage, water and / or other facilities, if needed, for the construction of the building as well as completion of the projects at the costs of the developers.

That the Developer shall complete the Development work/Construction of building/flat at its own cost and expenses in pursuance of the sanctioned building plan within **60 months** from the date of sanctioned plan with further additional period of Twelve (12) months, if needed, and both the cases the time shall be computed on and from the date of obtaining of the sanctioned building plan from the appropriate authority/authorities.

That the Landowners shall pay all taxes, fees, outgoings and etc. including arrears to the Government, Durgapur Municipal Corporation and/or any other authority/authorities before the concerned authority/authorities in respect of said premises till the date of signing of this agreement and thereafter all the taxes, rates fees, outgoings etc. in respect of the said premises shall be borne by the Developer till the date of handing over the allocation to the respective flat owners including Landowners without realization the same from the Landowners.

That if any dispute arises regarding the title and ownership of the said premises of the Landowner herein from any person (s) or any other then the Landowner at his own costs and expenses to clear the said property having establishing of right and marketable title in the name of Landowners with free from all encumbrances.



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Though the Landowner admit that no suits and/or proceedings and/or litigations are pending before any court of law of the said property or any part thereof. If fails, then he will be liable to pay the costs and expenses which the Developer incurred for the said project till that date, to the Developer.

The Landowner herein shall answer and comply with all requisitions made by the Advocate of the Developer for establishing of right, title and interest of the Landowners in the said property.

That the Landowners shall not claim any other consideration in any manner save and except the Landowner's total consideration as written in the second schedule herein below having considered as full and final consideration and /or price of the said premises and the Developer shall have exclusive right to sell its allocation of the project by construction of multistoried building up to maximum number of floors consisting of so many flats, Flats, garages, etc. so to be sanctioned by the Authorities from time to time to realize the Development costs and expenses including other miscellaneous expenses of the project and in that sale proceedings the Landowner shall join therein as Vendor.

The respective flat owners of each of the flats bear the costs of preparation, stamping charges, Registration fees, remuneration of Advocate and/or other necessary charges/fees in connection with the registration of Agreement for sale and Deed of conveyance to purchase their respective flat/flats.

That the name of the building will be finalized after making consultation between the Landowners & the developer.

That the Developer shall have exclusive right to amalgamate the "said property" to any other adjacent plot of land/lands situated around the "said property" without taking any prior permission from the Landowners in the manner whatever the Developer may deem fit and proper. The Landowners shall sign and execute all necessary Agreement (S), documents, deed of amalgamation and other paper/papers in whatsoever manner and/or nature to the Developer, without raising any objection and demanding any amount in respect thereof, but the Landowners' allocation will remain same as written in this agreement.

That the Landowners during the continuance of the development work of the project shall not cause any impediment of hindrance or obstruction in whatsoever nature and/or manner in the construction of the proposed building and/or project caused by the Developer.

That the Developer shall obtain the electric connection on entirety of the building from W.B.S.E.D.C.L but all the flat owners and/or each of their nominee(s), shall pay the proportionate amount of total costs to the Developer for the said electric connection including all expenses for electric meter and connection in their respective flat or flats.

That the Landowners shall not sell, lease, mortgage, let out and/or charge the said premises and/or any part thereof to any third party on and from the date of execution of this Agreement to till date of completion of the project including subsisting of this Agreement and also the Landowners shall not do any acts, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any portion fallen under the Developer's allocation in the said proposed building. It is further declared by the Landowners that he did not sign and/or execute any agreement in any manner with any Third party in respect of the first schedule property and subsequently if any short of agreement/agreements is/are found then the same will be treated as cancelled.




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That all flat owners shall bear the proportionate Municipal taxes, fees and/or other outgoings in respect of the said building and premises including the services charges for common areas proportionately according to each of their occupied area from the date of taking possession of each of their respective unit/flat. But each of the unit owners prior to mutation of their respective flats before the Durgapur Municipality in their respective names shall pay the aforesaid taxes including common services and maintenance charges of the building to the Developer as suggested by the Developer till the date of formation of Association/society by all unit owners at their own costs and expenses of the said building.

The Developer hereby undertakes to keep the Landowner indemnified against any Third party, claims, suits, costs, proceedings and claims from any third party including and or statutory authorities and/or adjacent neighbor(s) which may arise out of the Developer's actions with regard to the development and/or construction of the building on the said premises.

IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS:

The Landowner including other flat owners will not use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade and activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

The respective owners in each of their respective fields shall abide by all laws, byelaws, rules and regulations of the Government, Durgapur Municipal Corporation statutory bodies and /or local bodies as the case may be.

The respective owners shall keep the interior walls, ewers, drains, pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupation of the building indemnified from and against the consequence of any branch.

That the Landowners shall have no right or power to terminate this agreement and the power of attorney (s) given in favor of the Developer till the completion of the aforesaid development project including to sell the Developer's Allocation written in the Schedule, herein below to all intending purchaser/purchasers without any prior written permission from the Developer..

That the Developer shall be entitled to make advertisement in all kinds of newspapers and/or in other manners which the Developer may deem fit and proper including the fixing of hoarding /signboard on the said premises inviting the intending purchaser /purchasers to purchase the flats/garages/covered spaces fallen under the Developer's allocation till the date of completion of the said development project.

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The Landowners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partner hip between the Landowners and the Developer in any manner, nor shall the parties hereto be constituted as Association of persons.

That the Landowners shall handover to the Developer all the original copy of title Deed and all other relevant documents papers what the possessed simultaneously with the signing of this agreement.

The Developer shall form scheme, rules, regulations and bye laws for the management and the administration of the said building and/or common parts thereof and all the units/flats owners shall abide by the same without raising any objection till the date of frames of any further Rules, regulations etc. by the society/Association /organization to be formed by the Landowners and other flat owners at their own costs and expenses.

It is agreed and settled by both parties that if after sanction of plan or during erection of flat ,if municipal authority further sanctioned any upper floor on that score landowner will get 28% over constructed floor.

That all the flat owners will have sole rights in respect of the last Top Floor in the said-new multi- storied building to be used jointly in the manner what they like.

Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledgement and shall likewise be deemed to have been served on the Developer by the owner if delivered by hand and acknowledged or otherwise sent by repaid Registered post with Due Acknowledgement by either of the party to the other at the address given herein.

That the Developer shall have right and/or authority to deal with its allocation to negotiate with any person/ persons and/or enter into any contract and/or agreement and/or borrow money and /or take advance against its allocation along with acquired right under this agreement from any bank and /or financial institutiort.

That the Developer shall be authorized to sign in their own names as Attorneys on behalf of the Landowners by dint of this agreement at the time of signing any agreement (s) for sale with the intending purchaser/purchasers for selling and/or booking of the Developer's Allocation.

The court under which jurisdiction the land is situated shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

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**FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF LAND /PREMISES)**

District Paschim Bardhaman, P.S-Durgapur , Mouza: Gopalmath, J.L No - 03, Total Area: 72 decimal under LR Khatian no-779, LR Plot No-496 (Area -31 decimals) and LR Plot No-497 Area-41 decimals) Converted as Commercial Bastu .

Which butted and bounded as follows:

On the North : RS PLOT NO 550

On the South: N.H-02

On the East : RS PLOT NO-553 & 555

On the West: Donee's Land

**SECOND SCHEDULE ABOVE REFERRED TO
(LANDOWNER'S ALLOCATION)**

LANDOWNERS' ALLOCATION shall be entitled to get 28 % of the total Constructed area (Commercial units, Flat & Parking) Built Up Area each as per Sanction Plan.

**THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER 'S ALLOCATION)**

DEVELOPER'S ALLOCATION shall mean 72% Of construction area of Commercial units, Flat and Parking including common facilities of the building along with undivided proportionate share of the "said property / premises" absolutely shall be the property of the Developer except the **Landowner allocation** fully from intending purchase/purchasers in any manner what the Developer thinks fit and proper as the absolute owner thereof along with absolute power of handing over any possession thereof with and/or without registration to any intending purchaser/purchasers.

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OWNERS RIGHTS & REPRESENTATION

1. The Owners hereby declare to be the absolute owner, well and sufficiently seized and possessed of the said property which is free from, charges, encumbrances, liens, and is not subject to any impediment, land ceiling or acquisition proceeding from any authority in respect of the whole or any part of the said property.

2. The Owners shall sign and execute all papers and documents necessary as per instruction and requirement of the Developer for obtaining necessary sanction and/or clearance and/or no objection certificates from the Competent Authorities and from other Authorities and sanctions of the necessary plans, elevations and specifications from the Durgapur Municipal Corporation and/or any other statutory authority for construction of the building Complex on the said property including necessary sanctions, clearance and/or permissions from the concerned authorities for the purpose of installation and/or connection of gas, electricity, power, telephone meters, lines.

And Whereas **The Owner shall also execute a revocable Power of Attorney** by appointing the Directors of the Developer for obtaining all sanctions clearances and permissions and for doing all necessary acts, deeds and things for developing and ancillary works thereto in respect of the said property and all costs and expenses in connection with the same will be borne and paid by the Developer.

3. The Owners shall execute all documents, sign all papers and do all acts, deeds and things necessary for selling, forming Flat Owner's Association or Society or Cooperative etc and to execute the Agreement for Sale and execute and register the Deed of Conveyance/Sale in favour of the buyer /s or transferee /s of the apartments/ flats /floor spaces to be constructed on the said property together with proportionate undivided share and interest in the land and the common areas and facilities as per the request of the Developer, in the Developer's Allocation.

4. The Owners shall not create any encumbrance and/or charge and/or impediment of any nature whatsoever or enter into any agreement or in any way deal with the said property or any part thereof.

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5. The Owners hereby permit, authorize and empowers the Developer to proceed with the Development Project including soil testing, excavation, erection, construction of plinth and upper stories as and when it may be permitted by law to do so and it is made clear that all day to day work or administration or construction, preparation of scheme for development and construction of the building Complexes, taking advances from the prospective purchasers/buyers in respect of the Developer's Allocation. Selection and retention of professional services shall be solely entrusted to and will be the sole responsibility of the Developer and the Owner will not be responsible or liable for any claims, demands, costs, and charges etc. in respect thereof in any manner whatsoever.

6. The Owners shall not be responsible in any way or manner whatsoever to the Developer or his/ their nominee or nominees or any prospective buyer of the apartments/flats/ floor spaces to be constructed on the said property in respect of the Developer Allocation or any payment which the Developer may receive from such prospective buyer or in respect of any obligation of the Developer to any such nominee or nominees or prospective buyer under any agreement which may be entered into by and between them.

7. On completion of the Complex and taking Possession over of the Owners' Allocation the Owners shall handover all the original documents and papers of the land to the developer and /or the flat Owner's Association or Society or Cooperative as may be formed. The Owners shall deliver or cause to be delivered to the Developer certified copies of the documents of title related to the said property as are in the possession and custody of the Owners and the Developer shall render all assistance in obtaining such certified copies of documents at the cost of the Developer.

For investigation of title of the Owners in the said property the Owners shall make available the original of such documents of title to the Developer against proper acknowledgement for inspection and scrutiny by the Developer's Solicitor/Advocate until the execution of the Deed of Conveyance/Sale for transfer referred to hereinabove provided that the possession and/or custody of the original documents of title shall remain with the Owners and shall be handed over to the Developer as and when required by the Developer.



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8. The Owners shall as and when call upon by the Developer or his nominee or nominees or the prospective purchaser or transferee of the apartments/flats/ floor spaces execute and register the Deed of Conveyance or the Deed of Sale, as the case may be, at the cost of the Developer.

9. The construction shall be completed within the period of **60 months** from the date of sanction of the Building Plan by the Durgapur Municipal Corporation or any other appropriate authority within which period, the construction of the proposed building Complex shall be completed by the Developer subject to force majeure and including Acts of God, Civil disobedience, non availability of essential building materials or any other inevitable cause beyond the control of the Developer. However, the Owner hereby agrees that the Developer will get extension of a further period of **12 months** from the Owners.

10. The Owners shall be responsible and liable for any defect of title of the said property and that the Owners assure and undertake to make good the same and to keep the Developer harmless and indemnified from all losses, demands and claims and pay the liquidated damages.

11. The Owners agree and undertake not to raise any objection or create any impediment or hindrance to the Developer to develop and construct the Commercial cum Residential Complex on the said property in accordance with the sanctioned Building Plan.

12. The Owners in no case shall be liable or responsible in any manner whatsoever in respect of any liability under any statute or law arising out of and incidental to the construction of the building in the said property and all such liability shall always be of the Developer and the Developer shall keep the Owners indemnified from all or any such losses, demands, claims of any nature or manner made by any person whatsoever and wheresoever's.

13. The Owners shall bear and pay the Income Tax, Wealth Tax, Sales Tax, Service Tax, TDS, GST or any other Tax, levy, cess and maintenance charges in respect of the Owners' Allocation after building has been built and possession has been handed over to the Owners.



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ARTICLE-V DEVELOPER'S RIGHT

1. The Developer shall develop the said property and construct and/or carry out and/or complete the said project Complex as more fully stated hereinabove.
2. The Developer will allots flats, Garage and Commercial space for Flat to the individual Owner in terms of building plan duly approved by the competent authority.
3. The construction work will be completed by the Developer within 60 months from, obtaining the Building Plan sanctioned from the Durgapur Municipal Corporation or any other statutory Authority and the commercial/residential spaces and spaces in the new building as described in **Article- IV** will be physically handed over to the Owners within the said stipulated period mentioned hereinabove, subject to force major or situations beyond the control of the Developer, wherein the time will be extendable as per mutual agreement. However, the Developer may request the Owners and get an extension of a further period of 12 months from the Owners.
4. The Developer shall have the right to proceed with the Project including appointing architect, obtaining sanction of building plan, soil testing, excavation, erection, construction of plinth and upper stories as and when it may be permitted by law to do so and it is made clear that all day to day work or administration or construction, preparation of scheme for development and construction of the Complex having Commercial cum Residential spaces, selection and retention of professional services shall be solely entrusted to and will be the sole responsibility of the Developer and the Owners shall not be responsible for costs, charges etc. in respect thereof in any manner whatsoever.
5. The Developer shall construct and build the Building Complex in phases and shall have the right to sell the said constructed and built up areas in phases and also to give possession in phases.
6. The Developer shall have the right to make, choose and decide the specifications of the Flats/Spaces/ Floor areas in the Complex Project on the said property.
7. The Flats/ Spaces/ Floor area shall be uniform and that there shall be no difference in respect of the Owners allocation / share and that of the Developer unless there is a specific request from the purchaser/s or Intending purchaser/s subject to payment of extra cost/price as decided by the Developer.



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5. The Developer shall have the right to modify, add, alter, and change the building plan of the Complex in respect of the said property sanctioned by the Durgapur Municipal Corporation or any other statutory authority as and when required and/or necessary.

6. The Developer, if required or necessary shall have the right to raise funds and to get/obtain financial assistance from banks, financial institutions, companies, firm, and individuals and for such purpose to secure his share and/or interest in the Complex Project on the said property.

7. The Developer shall have the right to advertise and market the Floor area and spaces within the Developer's allocation in the Complex to be built and constructed on the said property at its own cost and expense immediately on execution of these presents.

8. The Developer shall select the nominee or nominees and/or the prospective purchasers/buyers in respect of the Developer's Allocation of the flats/apartments/floor spaces in the said property.

9. The Developer may take advances from the said prospective purchasers/buyers of the Developer's Allocation through agreement for sale, wherein the Owners shall readily sign as vendors but the Owners shall not be liable or responsible to the said prospective purchasers/buyers of the Developer's Allotment in any manner whatsoever.

10. The Developer shall always be liable or responsible in respect of any liability under any statute or law arising out of and incidental to the construction of the building on the said property and all such liability shall always be of the Developer and the Developer undertakes to keep the Owners indemnified from all or any such losses, demands, claims of any nature or manner made by any person whatsoever and wheresoever's.

11. The Developer shall not be liable to bear or pay the Income Tax, Wealth Tax, Sales Tax, Service Tax, TDS or GST or any other Tax, levy or cess levied in respect of the Owners' Allocation, once handed over to the Owners.

Ref



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

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12. That the Developer shall pay the registration cost of the Flats and cost of electric installation , water connection or any kind development cost within six months from the date of possession of the flats by the developer ..

13. and it is agreed by the Developer that they will fulfil all the commitments as mentioned in para 15 and if they refuses to do the same then the Landowners will have every right to seek remedy before the court of Law and right to revoke the power of attorney.

(GENERAL SPECIFICATION)

As Per Brochure

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of Executants and Developers are attested in additional pages in this deed and these will be treated as a part of this deed.

Ry



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Durgapur, Paschim Bardhaman

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

Witness :

1. Jayprakash Kumar
No. 6, Laxmi Narayan Road, 1st
Miley Gate
Dgt - 03.

Jayprakash Kumar

Signature of Landowner

R. K Builders and Developers Pvt. Ltd.

Rabi Singh

Director

2. Subrata Das
City Centre
Durgapur - 16

Signature of Developer

Drafted & Typed by me which read over & explained in his mother languages who admits its true & correct.

Drafted by me

Rokshakar Chatterjee

Rokshakar Chatterjee

License No - D.P.R - 27

A.D.S.R Office, Durgapur

Typed by me

Shri Subal Chandra Sutradhar

Shri Subal Chandra Sutradhar

City centre Durgapur - 16



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

06 DEC 2023

হস্তাঙ্গুলীর টিপ ছাপ ও ফটো/Fingers Print & Photo

					
	বৃহদাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



Jaspal Singh Panesar

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর
Signature *Jaspal Singh Panesar*

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



Arabi Singh

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর
Signature *Arabi Singh*

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



ফটো

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর
Signature _____

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



ফটো



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

06 DEC 2023

DETAILS OF IDENTIFIER WITH PHOTO

(শনাস্তকারীর সচিত্র বিবরণ)

1. NAME (নাম) : Sanjay Banuwal
2. FATHER/ HUSBAND NAME : LT. Brahma Nand Lal
(পিতা/ স্বামীর নাম)
3. OCCUPATION (পেশা) : Business
4. PERMANENT ADDRESS (স্থায়ী ঠিকানা)
VILLAGE/TOWN (গ্রাম) Main Gate
POST OFFICE (পোস্ট অফিস) Main Gate
POLICE STATION (থানা) Durgapur PIN 713203
DISTRICT(জেলা) PB STATE (রাজ্য) WB
5. RELATIONSHIP WITH SELLER/BUYER (দলিলের বিক্রেতা/দাতা গনের সহিত সম্পর্ক) _____
6. AADHAR NO 8614 1299 3328
PAN _____
EPIC NO _____

আমি (শনাস্তকারী) _____ অএ দলিলের (Query No.) _____

বিক্রেতা/দাতা গনকে শনাস্ত করিলাম।

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

ছবি সহ দশ আঙ্গুলের টিপ ছাপ

LEFT HAND						
RIGHT HAND						

Sanjay Banuwal
IDENTIFIER SIGNATURE
(শনাস্তকারীর স্বাক্ষর)

Handwritten text at the top of the page, possibly a title or header.

Multiple lines of handwritten text in the upper middle section of the document.



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Durgapur, Paschim Bardhaman

06 DEC 2023

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



192023240308928198

GRN Details

GRN:	192023240308928198	Payment Mode:	SBI Epay
GRN Date:	06/12/2023 12:23:07	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0329158172727	BRN Date:	06/12/2023 12:23:30
Gateway Ref ID:	40645176	Method:	Axis Bank-Retail NB
GRIPS Payment ID:	061220232030892818	Payment Init. Date:	06/12/2023 12:23:07
Payment Status:	Successful	Payment Ref. No:	2002995670/3/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr RABI SINGH
Address:	1/4/7 SUKANTA SARANI SUBHASPALLY BENACHITY DGP-13
Mobile:	9434474691
Period From (dd/mm/yyyy):	06/12/2023
Period To (dd/mm/yyyy):	06/12/2023
Payment Ref ID:	2002995670/3/2023
Dept Ref ID/DRN:	2002995670/3/2023


Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C -	Amount (₹)
1	2002995670/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	70010
2	2002995670/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	14
			Total	70024

IN WORDS: SEVENTY THOUSAND TWENTY FOUR ONLY.

PAID




Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

06 DEC 2023

Major information of the Deed



Deed No :	I-2306-11645/2023	Date of Registration	06/12/2023
Query No / Year	2306-2002995670/2023	Office where deed is registered	
Query Date	05/12/2023 7:26:10 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	Rokshakar Chatterjee City Centre, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 9434474691, Status :Deed Writer		
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. 3,69,87,079/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,010/- (Article 48(g))	Rs. 14/- (Article:E. E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: Paschim Bardhaman, P S - Durgapur, Municipality: DURGAPUR MC, Road: G. T. Road (Gopalmath), Road Zone : (On Road – On Road), Mouza: Gopalmath, JI No. 3, Pin Code : 713217

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
I.1	LR-496 (RS -556)	LR-779	Other Commercial Usage	Vastu	31 Dec		1,59,24,992/-	Width of Approach Road: 200 Ft., Adjacent to Metal Road,
L2	LR-497 (RS -556)	LR-779	Other Commercial Usage	Vastu	41 Dec		2,10,62,087/-	Width of Approach Road: 200 Ft., Adjacent to Metal Road,
		TOTAL :			72Dec	0 /-	369,87,079 /-	
		Grand Total :			72Dec	0 /-	369,87,079 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr JASPAL SINGH PANESAR (Presentant) Son of GURUDAYAL SINGH PANESWAR Executed by: Self, Date of Execution: 06/12/2023 , Admitted by: Self, Date of Admission: 06/12/2023 ,Place : Office	 <small>06/12/2023</small>	 LTI <small>06/12/2023</small> Captured	 <small>06/12/2023</small>
BENGAL TIMBERS WORKS, NACHAN ROAD, BENACHITY, City:- Durgapur, P.O:- BENACHITY, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJxxxxxx5B, Aadhaar No: 22xxxxxxxx0868, Status :Individual, Executed by: Self, Date of Execution: 06/12/2023 , Admitted by: Self, Date of Admission: 06/12/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	R.K BUILDERS AND DEVELOPERS PRIVATE LIMITED HOUSE NO 1/4/7, SUKANTA SARANI, SUBHASPALLY, BENACHITY, City:- Durgapur, P.O:- BENACHITY, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 . PAN No.:: Aaxxxxxx5k,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr RABI SINGH Son of Mr SAGAR SINGH Date of Execution - 06/12/2023, , Admitted by: Self, Date of Admission: 06/12/2023, Place of Admission of Execution: Office	 <small>Dec 8 2023 1:42PM</small>	 LTI <small>06/12/2023</small> Captured	 <small>06/12/2023</small>
House No. 1/4/7, Sukanta Sarani, Subhaspally, Benachity, City:- Durgapur, P.O:- Benachity, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, . PAN No.:: BPxxxxxx0J, Aadhaar No: 81xxxxxxxx9597 Status : Representative, Representative of : R.K BUILDERS AND DEVELOPERS PRIVATE LIMITED (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sanjay Barnwal Son of Late Brahma Nand Lal Maingate, City- Durgapur, P.O.- Maingate, P.S.-Durgapur, District:- Paschim Bardhaman, West Bengal, India. PIN:- 713203.		 Captured	
	06/12/2023	06/12/2023	06/12/2023

Identifier Of Mr JASPAL SINGH PANESAR, Mr RABI SINGH

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr JASPAL SINGH PANESAR	R.K BUILDERS AND DEVELOPERS PRIVATE LIMITED-31 Dec

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr JASPAL SINGH PANESAR	R.K BUILDERS AND DEVELOPERS PRIVATE LIMITED-41 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S.- Durgapur, Municipality: DURGAPUR MC, Road: G. T. Road (Gopalmath), Road Zone : (On Road – On Road), Mouza: Gopalmath, JI No: 3, Pin Code : 713217

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 496, LR Khatian No:- 779	Owner: $\text{Jaspal Singh Panesar}$, Gurdian: Rabi Singh , Address: Gopalmath , Classification: agr , Area: 0.31000000 Acre.	Mr JASPAL SINGH PANESAR
L2	LR Plot No:- 497, LR Khatian No:- 779	Owner: $\text{Jaspal Singh Panesar}$, Gurdian: Rabi Singh , Address: Gopalmath , Classification: agr , Area: 0.41000000 Acre.	Mr JASPAL SINGH PANESAR

Endorsement For Deed Number : I - 230611645 / 2023

On 06-12-2023

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

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

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

Presented for registration at 11:40 hrs. on 06-12-2023, at the Office of the A.D.S.R. DURGAPUR by Mr JASPAL SINGH PANESAR, 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 3,69,87,079/-

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

Execution is admitted on 06/12/2023 by Mr JASPAL SINGH PANESAR, Son of GURUDAYAL SINGH PANESWAR, BENGAL TIMBERS WORKS, NACHAN ROAD, BENACHITY, P.O: BENACHITY, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession Business

Identified by Mr Sanjay Barnwal, , Son of Late Brahma Nand Lal, Maingate, P.O: Maingate, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713203, by caste Hindu, by profession Others

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

Execution is admitted on 06-12-2023 by Mr RABI SINGH, Director, R.K BUILDERS AND DEVELOPERS PRIVATE LIMITED, HOUSE NO 14/7, SUKANTA SARANI, SUBHASPALLY, BENACHITY, City- Durgapur, P.O:- BENACHITY, P.S.-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213

Identified by Mr Sanjay Barnwal, , Son of Late Brahma Nand Lal, Maingate, P.O: Maingate, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713203, by caste Hindu, by profession Others

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 06/12/2023 12:23PM with Govt. Ref. No: 192023240308928198 on 06-12-2023, Amount Rs: 14/-, Bank: SBI EPay (SBIEPay), Ref. No: 0329158172727 on 06-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,010/-

Description of Stamp

1. Stamp. Type: Impressed. Serial no 520, Amount: Rs.5,000.00/-, Date of Purchase: 05/12/2023, Vendor name: RAM PRASAD BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/12/2023 12:23PM with Govt. Ref. No: 192023240308928198 on 06-12-2023, Amount Rs: 70,010/-, Bank: SBI EPay (SBIEPay), Ref. No: 0329158172727 on 06-12-2023, Head of Account 0030-02-103-003-02

(Santanu Pal)

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2023, Page from 210996 to 211022

being No 230611645 for the year 2023.



Digitally signed by SANTANU PAL
Date: 2023.12.06 17:58:47 +05:30
Reason: Digital Signing of Deed.

(Santanu Pal) 06/12/2023

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. DURGAPUR

West Bengal.