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certified that the Document
is Admitted to Registration the
Signature Sheet and the End-
orsements Attached with this
Document are the Part of this
Document.

A.D.S.R. Durgapur
Durgapur

21. DEC 2022

पश्चिम बंगाल पश्चिम बंगाल

R. K BUILDERS AND DEVELOPERS PVT. LTD.

Rabi Ching

Director

DEVELOPMENT AGREEMENT

District-Paschim Bardhaman, P.S.- Durgapur, Mouza-
Dhandabag, R.S. Dag No. 1009 & L.R. Plot No. 2610, L.R.
Khatian No. 6159, Area of Land- 10 Decimal, under Durgapur
Municipality, Market Value- 46,36,368/-

1 DEC 2022

132 R K Builders & Developers Pvt Ltd

Address... Dgo.

Value of Stamp... 100/-

Date of Purchase of this
Stamp Paper from Treasurer.....

Name of the Treasury where
Stamp Paper Purchase-Durgapur

24 NOV 2022

KHODIRAM MONDAL
Stamp Vendor
Durgapur Court
City Centre, Durgapur
No. 4



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

21 DEC 2022

THIS DEVELOPMENT AGREEMENT made on this the 21st Day of December, 2022.

BETWEEN

KALPANA BURMAN, having PAN- DPIP6201Q, Wife of Late Mihir Ranjan Barman, by faith-Hindu, by Occupation-Housewife, resident of Deshbandhu Nagar, 1 No. Street, P.O. & P.S.-Durgapur, District-Paschim Bardhaman, Pin-713204, West Bengal hereinafter referred to and called as "**LANDOWNER/LANDLADY**" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, representatives, executors, administrators, successors and assigns) of the **FIRST PART**

AND

R.K BUILDERS AND DEVELOPERS PRIVATE LIMITED, being a Company incorporated according to Companies Act 1956, hereby its registered Office at 1/4/7 Sukanta Sarani, Subhas Pally, Durgapur, P.O. & P.S.-Durgapur, District-Paschim Bardhaman, Pin-713213, W.B., hereinafter referred to and called as "**DEVELOPER**" duly represented by Authorised person/Director **Mr. RABI SINGH**, having PAN- BPIPS1400J, son of Sagar Singh, by faith-Hindu, by Occupation-Business, resident of 1/4/7 Sukanta Sarani, Subhas Pally, Durgapur, P.O. & P.S.-Durgapur, District-Paschim Bardhaman, Pin-713213, W.B. (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successor-in-office legal representatives, representatives, executors, administrators, successors and assigns) of the **SECOND PART**.

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

Subject Matter of Agreement

1. Development and Construction of Building on scheduled Property: Terms and conditions agreed between the Owner and the Developer /Promoter with regard to development and construction of proposed multistoried Residential Building upto maximum limit of floor consisting of so many flats and parking space at the scheduled premises in R.S. plot No. 1009, Corresponding L.R. Plot No. 2610 measuring area 10 decimal; situated at Mouza- Dhandabag, within Dist. Paschim Bardhaman, Police Station- Durgapur, Addl. Dist. Sub-Registration office at Durgapur; (Scheduled / Said- Property).

2. Representations, Warranties and Background:

2.1 Owner's Representations: The Owner's have represented and warranted to the Developer as follows:

Signature of Rabi Singh

R. K BUILDERS AND DEVELOPERS PVT. LTD.

Rabi Singh
Director

Ram Aditya



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**Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman**

21 DEC 2022

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IT K BUILDERS AND DEVELOPERS PVT. LTD.

Trudi Singh

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a) **Ownership of Said Property:** Whereas the Schedule property once purchased by Sri Rupnarayan Yadav, S/o I.B. Yadav of Durgapur from Sri Baymkesh Mukhopadhyay and others who were the recorded owners of R.S.R.O.R. by dint of Registered deed of sale being No. 540 for the year of 1966 of Sub Registry Office of Raniganj at Durgapur and the said Rupnarayan Yadav subsequently sold the Schedule aforesaid land to Mihir Ranjan Barman by virtue of a registered deed of sale being No. 1070 for the year of 1974 registered at office of the joint Sub Registrar Raniganj at Durgapur and the said Mihir Ranjan Barman till his death owned and possessed the Schedule land and got his name recorded in the L.R. Khatian No. 1938. And Whereas after his demise the aforesaid land was jointly inherited by his wife Smt. Kalpana Barman, and three daughters Smt. Menaka Roy, Smt. Mallika Debnath, Smt. Mousumi Barman and two sons Sri. Moloy Barman and Sri Milon Kumar Barman became the owners of the aforesaid Schedule plot of land and thereafter said Smt. Menaka Roy, Smt. Mallika Debnath, Smt. Mousumi Barman Sri. Moloy Barman and Sri Milon Kumar Barman out of their natural respect and love donate/gift their proportionate share of property to their mother Kalpana Barman by virtue a registered deed of Gift being No. 6531 for the year of 2020 and since the owner Kalpana Barman has indefeasible right, title, interest and possession over the Schedule land and paid the govt. taxes and recorded her name in the LR ROR vide Khatian No. 6159 to the extent of 10 decimal of Bastu Land and she became owner and possessor of the scheduled property.

b) **Rights of Owner:** The Owner is/are seized and possessed of and well and sufficiently entitled to the Said Property. Save as mentioned herein, no person other than the Owner has any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Property or any part thereof and there are no outstanding claims or demands between the Owner and any third party and thus the entirety of the Said Property is free from all encumbrances, liens, mortgages, charges, Lispendens, trusts, debtors, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments of whatsoever or howsoever nature.

c) **No Express or implied Mortgage:** Neither the title deeds nor any other documents in respect of the Said Property or any part thereof have been deposited in favour of any party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise.

d) **No Previous Agreement:** The Owner has not dealt with the Said Property in any manner nor created any right, title or interest therein in favour of any third party in any manner whatsoever or howsoever and have not entered into been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Property.

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R. K BUILDERS AND DEVELOPERS PVT. LTD.

Ravi Singh

Director

charge and all statutory outgoings in respect thereof including land revenue have been paid in full by the Owner till the date of this Agreement.

- f) **No Covenants and Restrictions:** The Said Property is not subject to any covenants, restrictions, stipulations, easements, rights of pre-emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.
- g) **Easements Unrestricted:** No right or easement appurtenant to or benefiting the Said Property is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Property.
- h) **No Boundary Dispute:** The entirety of the Said Property is butted and bounded and there is no manner of boundary dispute in respect thereof.
- i) **No Legal Proceeding:** (1) There is no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Property or the Owner, which may in any manner prejudicially affect the due performance enforceability of this Agreement or any obligation, act, omission or transaction stated hereunder nor is there any threat of any such proceedings (2) there are no unfulfilled or unsatisfied judgment attachments, court orders, debts, notice in respect of the Said Property or the Owner (3) there is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Property and (4) there is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Property or the Owner and the Owner is not engaged, whether as plaintiff, or defendant or otherwise, in any litigation, criminal or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or agency and no litigation, criminal or arbitration proceedings are pending by or against the Owner and there are no facts which are likely to give rise to the same or to proceedings in respect of which the Owner would be liable to indemnify any person concerned.
- j) **Status of Possession:** Save as mentioned herein, the Said Property is and shall continue to be in the khas, vacant, peaceful, physical and absolute possession of the Owner and no third party or parties have or had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Property, by way of adverse possession or otherwise.
- k) **Owner has Marketable Title:** The Owner has good, free, clear, marketable,

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Dr. K. K. Builders and Developers Pvt. Ltd.

Dr. K. K. Builders and Developers Pvt. Ltd.
Rishi Singh
Director

encumbrances of any and every nature whatsoever save as mentioned herein. The Owner shall at its own cost and responsibility keep its title in the Said Property good, free, clear, marketable, bankable and transferrable, till the completion of the Project (defined in Clause 5.3 below). Some discrepancy is found in L.R.O.R and the owners are ready to cooperate or even compensate with Developer to resolve the same.

The First Party(s) as aforementioned is the absolute and lawful owner of the said immovable property as schedule below and since then she is in absolute, lawful, peaceful, physical possession and occupation over the same without any kind of let, hindrance or disturbances from any corner; of which the said property was entered in the name(s) of the First Party in the records of the landlord, the State and which has been exercising all acts of ownership over said landed property without any disturbances from any corner and by the payment of due land revenue for the said property to the Landlord the State and obtain receipts thereof in its own name and have been occupying the said landed property by exercise of all acts of ownership thereto.

2.2 Developer's Representations: The Developer has represented and warranted to the Owner as follows:

- a) **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of civil construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer has the necessary financial capacity to carry out the entire process of development / construction and at no point of time shall take plea that the Project cannot be carried out due to lack of financial capacity.
- b) **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate authorizations to that effect exist.
- c) **Decision to Develop / construct :** The Owner decided to have the Said Property developed into multistoried building and pursuant thereto discussions were held with the Developer for taking up the development and construction of multistoried building at the Said Property by constructing a cluster of ready-to-use residential buildings of mutually decided height with car parking spaces, specified areas, amenities and facilities to be enjoyed in common and land (collectively Said Complex) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (such development and construction of multistoried building collectively Project) by selling the saleable spaces and amenities in the Said Complex (Units) to prospective buyers.
- d) **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other, final terms and conditions for the Project are being recorded by this Agreement.

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Director

a) **Development of Said Property by Construction of multistoried residential building of Said Complex:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the Said Complex thereon of the Said Complex on principal to principal basis, with (1) specified inputs and responsibility sharing by the Parties as mentioned herein and (2) exchange with each other of their specified inputs as mentioned herein.

b) **Building Plans:** The Said Complex shall be constructed in accordance with architectural plans (Building Plans) which will be got prepared by the Developer by such Architect as be decided by the Developer and after approval of the Building Plans by the Owner, the Developer shall submit the same to Gram Panchayat / Municipal Authorities and other statutory authorities concerned with sanction (collectively Planning Authorities) and obtain sanction/permission, in the manner mentioned in this Agreement.

c) **Costs of Development / construction etc.:** The Developer shall bear and pay all costs and expenses of and relating to construction of the Said Complex and shall have absolute right and full authority to appoint sub-Promoters, agents, sub-agents etc.

4. Appointment and Commencement

a) **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them and the conditions precedent as recorded in Clause 3 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the Developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owner.

b) **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this agreement shall remain valid and in force all obligations of the Parties towards each other stand fulfilled and performed.

5. Sanction and Construction

a) **Survey and Measurement:** Within 30 (thirty) days from the date of this Agreement, the Said Property shall be surveyed and measured jointly by the Parties and the measurements given in the Schedule of this Agreement shall be finalized on the basis of such survey and measurement.

b) **Sanction of Building Plans:** On completion of the survey as aforesaid, the Architect shall prepare the Building Plans and the Developer shall have the same approved by the Owner. Thereafter, the Developer shall submit the Building Plans for sanction. In this regard it is clarified that (1) the Developer shall be responsible for obtaining all approvals needed for the Project and (ii) all costs, charges, expenses, outgoings and

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Developer/ Promoter.

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Rishi Singh
Director
- c) **Architect and Consultants:** The Developer shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the Project including professional fees and supervision charges and the Owner shall have no liability or responsibility therefore.
- d) **Construction of Said Complex:** The Developer shall commence the construction work of the Said Complex after receiving all necessary approvals for commencement of construction. The Developer shall, at its own costs and expenses, construct, erect and complete the Said Complex in accordance with the sanctioned Building Plans. Such construction shall be as per specifications described in Sanctioned building plan.
- e) **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete Said Complex within a period of 36 (Thirty-Six) months from the date of sanction of the Building Plans, with a grace period of 6 (six) months, subject to Force Majeure as defined in Clause 20 below (Completion Time). In this regard it is clarified that the Completion Time shall include submission of completion certificate but shall not include the time required for obtaining Completion certificate from Gram Panchayat / Municipal Authorities — the Said Complex shall be deemed to be completed if completion certificate is submitted by the Architect to Gram Panchayat / Municipal Authorities.
- f) **Common Portions:** The Developer shall, at its own costs, install and erect in the Said Complex the common areas, amenities and facilities such as stairways, lifts, firefighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, overhead water tank, water pump and motor, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex etc. For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by WBSEDCL / other agencies. It is clarified that the expression Transferees includes the Owner and the Developer/Promoter, to the extent of unsold Units comprised in the Owner's Allocation and the Developer's/ Promoter's Allocation. It is further clarified that the Developer alone shall be entitled to receive and appropriate from all the Transferees (including Transferees of the Owner's Allocation) (i) charges for electric equipment and cabling (ii) charges for generator, water connection and other amenities and facilities and (iii) charges for maintenance.
- g) **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer/ Promoter, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all dues and charges.
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P. K. BUILDERS AND DEVELOPERS PVT. LTD.

Director

- h) **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer.
- i) **Name of Said Complex:** The Said Complex shall be named as decided by the Developer time to time and such name shall not be changed under any circumstances, except by the Developer.
- j) **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the Project and/or may affect the mutual interest of the Parties. The Owner shall provide all cooperation that may be necessary for successful completion the Project.

6. Possession and Title Deeds

- a) **Possession of Said Property:** For the purpose of carrying out the development in terms of this Agreement, the Owner has already inducted the Developer as a licensee in respect of scheduled / said property.
- b) **Deposit of Title Deeds:** The Developer shall be entitled to take delivery of the said original land deeds and record from the Owner for production thereof before authorities, banks etc. and subject to the provisions of Clause 9(a) below, will have to return the same to the Owners. The said original record will not be mortgaged by the Developer in favour of any banks and/or financial institutions and/or any other persons, save and except as required for the purposes of the Project, in the manner mentioned in Clause 10(d) below. On completion of the Project, the Promoter / or Owner (as the case may be) shall handover the original title record and all link deeds to the Association of Transferees of Units.

7. Powers and Authorities

- a) **Development Power of Attorney:** The Owner shall grant to the Developer and/or its nominees a Development Power of Attorney relating to the Said Property for the purposes of (i) getting the Building Plans sanctioned/revalidated/modified/alterd by the Planning Authorities in terms of this Agreement (ii) construction of the Said Complex in terms of this Agreement. (iii) getting availing water connection / electricity connection & other necessary arrangement for completion of the project as per terms of Agreement.

(iv) booking and entering into agreements for sale of the Units comprised in the Developer's Allocation and Development Power of Attorney shall be executed by the Owner within one month from this Development Agreement.

- b) **Further Acts:** Notwithstanding grant of the Development Power of Attorney, the Owner hereby undertakes that it shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this Agreement.

8. OWNER'S / DEVELOPER'S CONSIDERATION

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to be
renewed
on 10/10/2024

R. K. BUILDERS AND DEVELOPERS PVT. LTD.

Rishi Singh

Director

a) Owners' Allocation and Consideration: shall mean and include, of the Proposed Multi-storied Residential Building on the said Land/Premises in all respects by the said Developer according to the said Sanctioned Plan as hereto: -

In consideration of the Owner(s) having appointed the Second Party(s) as Developer of the said property and the Owner(s) agreeing to allow the Developer to appropriate themselves the profits arising from the said development as is hereinafter provided. On execution of these presents the Owner(s) shall handover the vacant and peaceful possession of the said property to the Developer for the purpose of development and the developer shall undertake and assure to the Owner that after the completion of the said multistoried building according to the sanctioned plan, the Developer shall deliver & handover 2 (Two) numbers of 2BHK flat/Unit with parking admeasuring about 10 ft x 5 ft, to the Owner without taking any cost or charge and the same will not be adjustable against the above stated allocation of the Owner in the later part being delivered in a manner.

The Developer shall: at its own costs and expenses, construct, finish, complete and make available collectively to the Owner the owner's allocation, in tenantable condition and according to the Building Plans, sanctioned by the Durgapur Municipal Corporation / Zila Parishad and/or competent authority(s).

The owner shall bear all the cost & expenses of the stamp duty and registration fee for the registration of the owner's allocation as mentioned above provided by the Developer.

B) Developer's Allocation: That save and except, after providing the Owner's allocation i.e. 2 (Two) numbers of 2BHK flat/Unit with parking admeasuring about 10 ft x 5 ft of the said development residential building the Developer shall be exclusively entitled to all the Super Built-up area of the entire Residential Development including covered and open car parking spaces, common facilities, etc. within the residential portion of the entire building.

9. Financials

a) Project Finance: The Developer may arrange for financing of the Project (Project Finance) by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of the Developer's Allocation and construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation but collateral security may be created by depositing the original title deeds of the Said Property, in which event the Owners shall handover the original title deeds and link deeds to the Developer. The Owner shall deposit the title deeds of the Said Property with the Banker but on the clear understanding that no corporate or personal guarantee of the Owner is being given and the Banker shall have no right of recovery against the Owner and the Owner's Allocation. For this purpose, the Owner shall execute necessary documents through its delegated authority as contained in the General Power Of Attorney and if required by the Banker, the Owner shall join as

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Director

a) **Relating to Period Prior to Agreement:** All municipal / Panchayat taxes, land revenue and outgoings (collectively Rates) on the Said Property relating to the period




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Director
Rishi Chingh

made specifically clear that all Rates outstanding upto such date shall remain the liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by any statutory authority.

b) Relating to Period After Agreement: All Rates on the Said Property relating to the period after the date of this Agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all Rates outstanding after such date shall remain the liability of the Developer and such dues shall be borne and paid by the Developer, till the Project is completed.

c) Relating to Period After Completion of Project: After completion of the Project, the Parties shall bear and pay the Rates applicable to the unsold portions of their respective allocations while the Transferees shall pay the Rates applicable to their respective Units.

12. Post Completion Maintenance

a) Maintenance: The Developer shall frame a scheme for the management and administration of the Said Complex and/or Common Portions thereof.

b) Maintenance Charge: As and from the date possession of various phases of the Said Complex is delivered (Possession Date), the concerned Transferees and the Owner and the Developer (in respect of unsold Units allocated to them) shall become responsible for payment of all charges and taxes thereon for maintenance and upkeep of the Common Portions and facilities in the Said Complex; Maintenance Charge). The Maintenance Charge shall be fixed by the Developer and till such maintenance is handed over to a Society/Association and/or any other organization, the Developer shall collect the Maintenance Charge.

13. Common Restrictions

a) Applicable to Both: The Owner's Allocation and the Developer's Allocation in the Said Complex shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Complex.

14. Obligations of Developer

a) Completion of Development within Completion Time: The Developer shall complete the entire process of development of the Said Property within the Completion Time unless extended in writing.

b) Meaning of Completion: The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation

c) Compliance with Laws: The execution of the Project shall be in conformity with the

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prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance.

d) Construction at Developer's Risk and Cost: The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Building Plans and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, Corporation / Panchayat and other authorities concerned and to the occupants/Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owner fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any Promoter, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/representatives thereof.

15. Obligations of Owner

a) Co-operation with Developer: The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.

b) That the owner shall within 7(Seven) days from this Agreement shall vacate and deliver the vacant and peaceful possession of the First Schedule property to the Developer or his authorized person/s.

c) Marketing of Owner's Allocation: The Owner shall be responsible for marketing of the Owner's Allocation.

16. Indemnity

a) By Developer: The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or defect therein and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise.

b) By Owner: The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any and all actions, suits, costs, proceedings and claims that the Developer may suffer due to any defect in title of the Owner to the Said Property and/or any encumbrance or liability whatsoever thereon.



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H. K. BUILDERS AND DEVELOPERS PVT. LTD.

Dr. Ching

Director

17. Limitation of Liability

a) No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

18. Miscellaneous

a) Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

19. Termination

a) Circumstances of Termination: In the event sanction of the Building Plans and all other permissions, consents, clearances, registrations and no objections required for commencement of construction not being granted for any reason whatsoever, this Agreement shall stand terminated at the option of the Developer without claiming any cost and expenses from landowner.

b) No Termination: Except as mentioned above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

20. Force Majeure

a) Meaning of Force Majeure: The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials and strike by material suppliers, transporters, Promoters, workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments, etc., (13) Lockdown, (14) Pandemic and (15) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively Force Majeure).

b) Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure,

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for registration

H. K. BUILDERS AND DEVELOPERS PVT. LTD.

Director
Rishi Singh

contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

21. Mutual Consent: The developer will be entitled to commence the development work on the basis of this agreement which will remain unregistered for the time being but upon sanctioning of the project plan by the Gram Panchayat / Municipal Authorities or any such competent authority, another agreement will be drawn up by the parties herein in consonance to this agreement with one and only change therein which will be incorporated in the paragraph No.8, which contains the details of the landowner's and developer's allocation, and thereby the respective allocations of the developer and the landowner will be specified as per the sanctioned plan of the Gram Panchayat / Municipal Authorities or any such competent authority.

22. OTHER PROVISIONS:

A) The Developer can execute necessary documents and present the same before the appropriate authority for formation of Association under the provisions of West Bengal Apartment Ownership Act, 1972, The Real Estate (Regulation and Development) Act, 2016 and/or The West Bengal Real Estate (Regulation and Development) Rules, 2021.

B) That the Landowner / Vendor having had executed this Agreement in favour of the said mentioned above Developer(s) for smooth execution of all such required works in relation to plan sanction, NOC etc. that is to be or is been sanctioned by Gram Panchayat / Municipal Authorities, BL&LRO, NHAI / SHAI, FIRE Dept., and/or other concerned authority(s). Moreover, any and/or all of the director(s) or their representative can submit and/or receive such relevant paper(s) and attend any such hearing in connection with the said landed property(s) on behalf of me/us (the Landowners / Vendors as stated above) to Gram Panchayat / Municipal Authorities, BL&LRO, FIRE Dept., and/or other concerned authority(s).

C) Wherefore, it is also noted herto that the developer shall not acquire any right, title or interest in the said land/premises until and unless the deeds of transfer(s) / Sale is/are executed by the owner and such owners shall agree to ratify all acts and things lawfully done by the developer; i.e., as it is needless to mention that No ownership of the said property is hereby transferred in favour of the Developer herein vide this document.

Done
Rishi Singh

D) Save and Except the said Owner, No other Person has any Right, Title, Interest in the said Premises or any part thereof as Licensee, Mortgagee, Purchaser or otherwise. 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



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Durgapur, Paschim Bardhaman

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Rishi Singh

E) That the Vendor/owner hereby declare that no notice from Government or any other body or authority or under the Panchayat / Municipal 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, Panchayat, Government body or Public Body or authority.

F) Development Cost: - The Development Cost mean and include (i) charges for electric equipment and cabling (ii) charges for generator, water connection and other amenities and facilities. The Developer will collect the Development Cost and the Developer will also collect the respective Water Connection Charge, Generator Charge from Transferees/ Owner's (as the case may be) of the units. However individual Transferees will bear any statutory cost payable to the Government authorities related to their respective unit.

23. Amendment/Modification

a) **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

24. Arbitration

Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between the Owner and the Developer (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

a) **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

b) **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following Two Arbitrators:



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Signature of Owner

P. K. BUILDERS AND DEVELOPERS PVT. LTD.

Signature of Director

Director

- c) Appointment by Owner: 1 (one) Arbitrator to be appointed by the Owner.
- d) Appointment by Developer: 1 (one) Arbitrator to be appointed by the Developer.
- e) Conduct of Arbitration Proceeding: The Parties irrevocably agree that:-
- i) Place: The place of arbitration shall be Durgapur.
- ii) Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.
- iii) Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

**THE SCHEDULE ABOVE REFERRED DESCRIPTION OF
THE LAND TO BE DEVELOPED**

ALL THAT PIECE AND PARCEL of plot of land situated In the District of Paschim Bardhaman, P.S.- Durgapur, A.D.S.R.-Durgapur, J.L. No.-118, Mouza-Dhandabag, within the Jurisdiction of Durgapur Municipal Corporation, Pin No.- 713204, in the Registration District of Paschim Bardhaman;

L.R. Khatian No.- 6159, R.S. Plot No.- 1009 & corresponding L.R. Plot No.-2610, area- more or less 10 decimal, classification- "Bastu", proposed land use for Bastu

That the total area of land within the aforesaid LR ROR is 10 Decimal; From that an area admeasuring 10 Decimal be the same a little more or less to be used for 'residential purpose' is hereby given for development purpose to the Developer vide this document and particularly described in the Map or plan annexed hereto with RED border lines made part of this Deed which is **Butted and Bounded as hereto:-**

On the North	22 feet wide metal road
On the South	R.S. Plot No. 1009 (P)
On the East	R.S. Plot No. 1007 (P)
On the West	R.S. Plot No. 1009 (P)

Signature of Owner

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 Developers 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(s) hereto have set their



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

21 DEC 2022

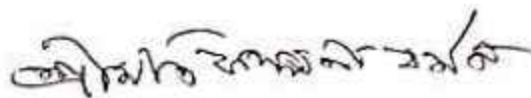
stated and as such explained this indenture in vernacular before all parties and thereafter have affix and formulated their respective signatures after satisfaction with full of mental and physical competencies and presented this indenture for presentation before the Office of Durgapur Paschim Bardhaman.

SIGNED, SEALED & DELIVERED IN

PRESENCE OF: -

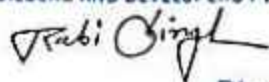
WITNESSES:

1. Suchanshu Debnath
S/o Late Radha Raman
Debnath.
5/3 Sagarla Pally
510 Road P.S. Durgapur.
Paschim Bardhaman.
Pin-713213.



SIGNATURE OF THE LANDLORD/OWNER

R. K BUILDERS AND DEVELOPERS PVT. LTD.



Director

2. Baranta Bida
S/o LT - Sasthi Chandra Bida
Vill + P.O. - Amari
D. G. P - 3

SIGNATURE OF THE DEVELOPER

Prepared, drafted as per the instructions
Of the parties and read over & explained by me
& typed in my Office.

Rabinder K. Ram
RABINDER KUMAR RAM
Advocate. Durgapur Court.
En. No. F-316/150/2012
Rabinder Kumar Ram
Advocate
Durgapur Court
LC No. 316/150/2012

MOUZA DH
R.S. D.

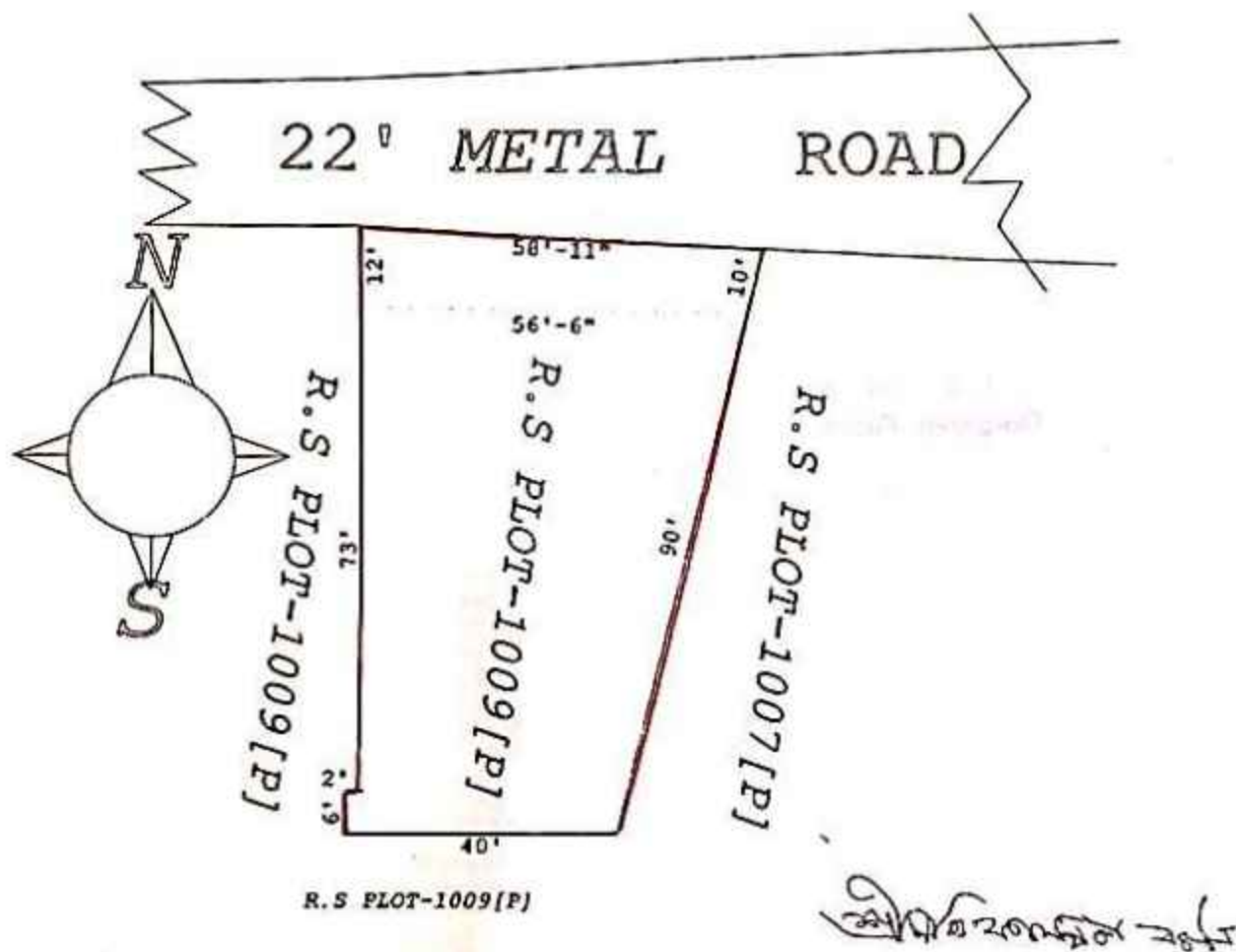


Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

21 DEC 2022;

Digitized by
www.digitizedindia.org

MOUZA DHANDABAG J.L NO 66 P.S-DURGAPUR DIST-PASCHIM BARDHAMAN
 R.S PLOT NO 1009(P) L/R PLOT NO-2610[P] L.R J.L-118
 SOLD AREA NARKED IN RED ☐
 RED MARKED AREA 6.06KA=10.00Dec (MORE OR LESS)



7.12.22

DRAWN BY

Srikanta Gorai

Surveyor Reg-WB/K607/2008

Palsapra, Paschim Bardhaman

R. K BUILDERS AND DEVELOPERS PVT LTD.

Subi Singh



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হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

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



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger print of both hands attested by :

স্বাক্ষর শ্রীমতি বিনয় কান্ত
Signature

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

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger print of both hands attested by :

স্বাক্ষর
Signature

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

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger print of both hands attested by :

স্বাক্ষর
Signature

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



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger print of both hands attested by :

স্বাক্ষর Rabi Singha
Signature



**Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman**

21 DEC 2022



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



192022230222668981

GRN Details

GRN: 192022230222668981
GRN Date: 20/12/2022 22:49:09
BRN: IK0CAHBGX7
GRIPS Payment ID: 201220222022266897
Payment Status: Successful
Payment Mode: Online Payment
Bank/Gateway: State Bank of India
BRN Date: 20/12/2022 22:52:34
Payment Init. Date: 20/12/2022 22:49:09
Payment Ref. No: 2003421988/1/2022
[Query No* Query Year]

Depositor Details

Depositor's Name: R K Builders and Developers Pvt Ltd
Address: 1/4/7 sukanta Sarani Subhas Pally Paschim Bardhaman, West Bengal, 713213
Mobile: 7044004279
Depositor Status: Buyer/Claimants
Query No: 2003421988
Applicant's Name: Mr R K Ram
Identification No: 2003421988/1/2022
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 20/12/2022
Period To (dd/mm/yyyy): 20/12/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003421988/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	6910
2	2003421988/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	14
Total				6924

IN WORDS: SIX THOUSAND NINE HUNDRED TWENTY FOUR ONLY.

PAID

Direction of Collection & Stamp
Office
Durgapur



**Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman**

21 DEC 2022.

Major Information of the Deed

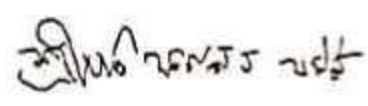
Deed No :	I-2306-13044/2022	Date of Registration	21/12/2022
Query No / Year	2306-2003421988/2022	Office where deed is registered	
Query Date	04/12/2022 11:04:30 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	R K Ram Durgapur Court, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 7029562344, 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. 46,36,368/-	
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:- Durgapur, Municipality: DURGAPUR MC, Road: Deshbandhunagar Road (Dhandabagh), Mouza: Dhandabagh, JI No: 118, Pin Code : 713204

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2610 (RS :-1009)	LR-6159	Bastu	Bastu	10 Dec		46,36,368/-	Width of Approach Road: 22 Ft., Adjacent to Metal Road,
Grand Total :					10Dec	0 /-	46,36,368 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Kalpna Burman (Presentant) Wife of Late Mihirranjan Burman Executed by: Self, Date of Execution: 21/12/2022 , Admitted by: Self, Date of Admission: 21/12/2022 ,Place : Office			
		21/12/2022	LTI 21/12/2022	21/12/2022
Deshbandhu Nagar, City:- , P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713204 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: DPxxxxxx1Q, Aadhaar No: 90xxxxxxx3476, Status :Individual, Executed by: Self, Date of Execution: 21/12/2022 , Admitted by: Self, Date of Admission: 21/12/2022 ,Place : Office				

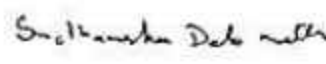
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	R.K BUILDERS AND DEVELOPERS PRIVATE LIMITED 1/4/7 Sukanta Sarani Subhas Pally, City:- , P.O:- Durgapur, 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 SAGAR SINGH Date of Execution - 21/12/2022, , Admitted by: Self, Date of Admission: 21/12/2022, Place of Admission of Execution: Office			
		Dec 21 2022 2:05PM	LTI 21/12/2022	21/12/2022
1/4/7 Sukanta Sarani Subhas Pally, City:- , P.O:- Durgapur, 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: 81xxxxxxx9597 Status : Representative, Representative of : R.K BUILDERS AND DEVELOPERS PRIVATE LIMITED (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sudhanshu Debnath Son of Mr. Radha Raman Debnath 5/3 Sarada Pally 5 No. Road, City - , P.O. - Durgapur, P.S. - Durgapur, District - Paschim Bardhaman, West Bengal, India, PIN - 713213			
	21/12/2022	21/12/2022	21/12/2022

Identifier Of Kalpana Burman, Mr RABI SINGH

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Kalpana Burman	R.K BUILDERS AND DEVELOPERS PRIVATE LIMITED-10 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S.:- Durgapur, Municipality: DURGAPUR MC, Road: Deshbandhunagar Road
 (Dhandabagh), Mouza: Dhandabagh, JI No: 118, Pin Code : 713204

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2610, LR Khatian No:- 6159	Owner: কলপনা বর্মন, Gurdian: মিহির রজন, Address: নিজ , Classification: বাড়ি, Area: 0.10000000 Acre.	Kalpana Burman

On 21-12-2022

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

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

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

Presented for registration at 12:03 hrs on 21-12-2022, at the Office of the A.D.S.R. DURGAPUR by Kalpana Burman, 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 46,36,368/-

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

Execution is admitted on 21/12/2022 by Kalpana Burman, Wife of Late Mihirranjan Burman, Deshbandhu Nagar, P.O: Durgapur, Thana: Durgapur, Paschim Bardhaman, WEST BENGAL, India, PIN - 713204, by caste Hindu, by Profession Others

Indetified by Mr Sudhanshu Debnath, . . Son of Mr Radha Raman Debnath, 5/3 Sarada Pally 5 No. Road, P.O: Durgapur, Thana: Durgapur, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession Business

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

Execution is admitted on 21-12-2022 by Mr RABI SINGH, Director, R K BUILDERS AND DEVELOPERS PRIVATE LIMITED (Others), 1/4/7 Sukanta Sarani Subhas Pally, City:- , P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213

Indetified by Mr Sudhanshu Debnath, . . Son of Mr Radha Raman Debnath, 5/3 Sarada Pally 5 No. Road, P.O: Durgapur, Thana: Durgapur, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, 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 20/12/2022 10:52PM with Govt. Ref. No: 192022230222668981 on 20-12-2022, Amount Rs: 14/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CAHBGX7 on 20-12-2022, 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 100.00/-, by online = Rs 6,910/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 132, Amount: Rs.100.00/-, Date of Purchase: 01/12/2022, Vendor name: KHUDIRAM MONDAL

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/12/2022 10:52PM with Govt. Ref. No: 192022230222668981 on 20-12-2022, Amount Rs: 6,910/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CAHBGX7 on 20-12-2022, 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 2306-2022, Page from 284466 to 284491
being No 230613044 for the year 2022.



Digitally signed by Santanu Pal
Date: 2022.12.21 15:20:33 +05:30
Reason: Digital Signing of Deed.

Santanu Pal

(Santanu Pal) 2022/12/21 03:20:33 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)