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A. S. K. Dasgupta  
Notary

16 AUG 2023

QUERY NO. 2002041151/2023

DEVELOPMENT AGREEMENT

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Page-1



THIS DEVELOPMENT AGREEMENT IS MADE ON 15<sup>TH</sup> DAY OF AUGUST, 2023

BETWEEN

MR. SHYAMA PADA ROY [PAN - AJDER0451Q] [AADHAAR NO. 8984 8076 0982], Son of Late Badal Roy, By Caste: Hindu, by nationality Indian, by Occupation- Business, resident of L.R. 226, Durgapur A.B.L. Township, P.O.- A.B.L., P.S.- New Township, Dist- Paschim Bardhaman, West Bengal, Pin- 713206, hereinafter referred to and called as "LANDOWNER" (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

DURGAPUR GREEN VALLEY RESIDENCY [PAN- AAVD3544R], a Partnership Firm having its principle place of Business at 1A/2, Saptarshi Park, Durgapur-06, P.S.- New Township, Dist- Paschim Bardhaman (W.B.), Pin-713206, represented by one of its partner namely MR. CHANDAN BURNWAL [PAN- AUMPB635EG] [AADHAAR -2371 8526 9575], son of Sudama Burnwal, by Nationality - Indian, by faith -Hindu, by Occupation- Business, Resident of Manju Niwas, 11 B Saptarshi Park, Shankarpur, P.S.-New Township, District - Paschim Bardhaman, West Bengal, India-713206, hereinafter referred to and called as "DEVELOPER" (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 OTHER PART.

WHEREAS the land measuring 2.5 Katha or 4.12 Decimal, R.S. Plot No.1, modified R.S. Plot No.1/526 corresponding to L.R. Plot No. 76, Mouza- Shankarpur, J.L. No. 109 was originally belonged to Smt. Ujjwala Paul, Wife of Sri Dulal Chandra Paul, who purchased the said land from previous owner Sri Jaydeb Haldar, Son of Late Parua Chandra Haldar & Sri Samyasi Charan Ghosh, son of Shankar Ghosh, by way of Regd. Sale Deed being No. I-4814 for the year 1990, registered at ADRS Durgapur, dated- 20.07.1990.



AND THEREAFTER said Smt. Ujjwala Paul, Wife of Sri Dulal Chandra Paul during her peaceful possession transferred land measuring 2.5 Katha or 4.12 Decimal under R.S. Plot No. 1 modified R.S. Plot No. 1/526 corresponding to L.R. Plot No. 76 in favour of the present owners Sri Shyama Pada Roy, Son of Late Badal Roy by way of Regd. Deed of sale vide, sale Deed No. 1-00300 for the year 2010, registered at ADSR Durgapur, dated- 22.01.2010 and after received of the said land mutated his name in L.R. Records of Rights and obtained separate L.R. Pancha being Khatian No. 1430 and paid Panchayat Khajna receipt upto date.

AND WHEREAS the Second Party having a business of Development and Construction of Multistoried Building and for the same the First Party being Land Owners of the Schedule mentioned Plot of Land willing to handover the said land for Development & construction of Multistoried Building (up to its higher limit according to approved Building Plan) comprising of Several Flats/Apartment and on the other hand the Developer also agreed to take this Plot of Land from the Land Owners/First Parties for this Project purpose.

NOW THIS AGREEMENT WITNESSETH and it is mutually agreed by and between the parties hereto as follows:-

**ARTICLE - I. DEFINITIONS**

**I. OWNER(S)** , Shall mean the said **MR. SHYAMA PADA ROY** [PAN - AJDERC451Q] [AADHAAR NO. 8984 8076 0952], Son of Late Badal Roy, and includes his/her heirs, representative, executors, administrator and assigns.

**DEVELOPER** , Shall mean **DURGAPUR GREEN VALLEY RESIDENCY** [PAN- AAVED3544R], represented by one of its partner namely **MR. CHANDAN BURNWAL** [PAN-AUMPB6358G] [AADHAAR -2371 8526 9575], son of Sudama Burnwal, and includes their heirs, representative, executors, administrator and assigns and successors.

**I. PREMISES** , Shall mean total 2.5 Katha or 4.125 Decimal comprising in R.S. Plot No. 1 modified R.S. Plot No. 1/526 corresponding to L.R. Plot No. 76, under R.S. Khatian No. 58, L.R. Khatian No. 1430, situated at District - Paschim Bardhaman, Additional District Sub - Registrar Office & Sub - Division - Durgapur, P.S. - New Township, within the limit of Jemua Gram Panchayat, under Mouza Shankarpur, J.L. No. - 109, Classification of land - Baid and proposed use for Residential Housing Complex.



2. NEW BUILDING . Shall mean and include the multi storied building up to its highest limit or as may be extended further to be constructed at the said land in accordance with the plan to be sanctioned by the Jamua Gram Panchayat authority.

1. COMMON FACILITIES AND AMENITIES . Shall mean and include corridor, stair ways, passage ways, Pump room, Tube-well, Over-head tank, Septic Tank, Sock Well, Water pump and Motor and other facilities, which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of building and land there under as per Apartment Ownership Act 1972 or mutually agreed upon by the owners of the flats.

2. SALEABLE PLACE . shall mean the space in the new building available for independent use and occupation after making due provisions for common facilities and amenities and the space required thereof.

3. OWNERS' ALLOCATION

Landowners' allocation shall mean the allocation as mentioned clearly in the Second Schedule below.

4. DEVELOPER'S ALLOCATION . Shall mean all entire building 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 Landowners' allocation and the right to use thereof in the premises upon construction of the said building as per approved Building Plan of Jamua Gram Panchayat.

5. ARCHITECT shall mean the person who may be appointed by the developer for designing and planning of the said building and obtain the sanction building plan.

6. BUILDING PLAN shall mean the plan or plans for the construction of the new building to be submitted or to be sanctioned by the Jamua Gram Panchayat authority with the alterations and modifications as may be made by the developers with the approval of the appropriate authority from time to time.

7. COVERED AREA shall mean the plinth area of the said unit/flat/ parking space including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the plinth area of the common portions.



Provided that if any wall be common between two units/ flats/ then one half of the area which shall be included in each unit/ flat.

8. TRANSFER shall mean its grammatical variations include transfer by possession and title/ or by any other means as may be adopted for effecting what is to be understood transfer of space/ super build up area in the multistoried building to the purchaser thereof although the same may not amount to be a transfer in law.

9. TELEDEED shall mean and includes the following deeds and documents -

- A. Regd. Sale Deed being No. I-300 for the year 2010
- B. Regd. Sale Deed being No. I- 4614 for the year 1990
- C. L.R. R.O.R
- D. Rent receipts
- E. Mutation Certificate

16. WORDS IMPORTING singular shall includes plural and vice-versa. Masculine gender shall includes feminine or neuter genders likewise importing feminine genders shall includes masculine and neuter genders shall includes masculine and feminine genders.

#### 17. ARTICLE-II. COMMENCEMENT

THIS AGREEMENT shall be deemed to have commenced on and with effect from the date of execution of this agreement or the date as stipulated in the above.

#### 18. ARTICLE-III. OWNERS RIGHTS AND REPRESENTATIONS

1. The owner is absolutely seized and possessed of land or otherwise well and sufficiently entitled to the said premises and ALL THAT exclusive right, title, interest in the said land/ premises and has a good, clear and absolute marketable title to enter into this agreement with the developer.
2. There is no legal bar or otherwise for the owner to obtain the certificate under the provision of the Income Tax Act, 1961 or other consents and permission that may be required.
3. There is no excess vacant land in the said premises and is not vested under the urban land (ceiling and regulation) act, 1976.



4. That the land owner handed over the said land/ premises as mentioned in the schedule below from that day for develop/ erect the multistoried building to the developer as agreed terms and conditions here under written.
5. The said premises are free from all encumbrances, charges, liens, dependents, attachments, trusts, debts, mortgage, and acquisitions whatsoever.
6. There is no suit or proceeding regarding the title of affecting the title of the owners in respect of the said premises or any parts thereof.

#### 19. ARTICLE - IV. DEVELOPERS RIGHTS

1. The owners hereby grant subject to what has been hereinafter provided the exclusive rights (except the Landowners' allocation) to the developers to built, construct, erect and complete the said building comprising of various sizes of flats in order to sell the said flat to the intended purchaser/ purchasers for their residential purpose by entering into an agreement for sale and/or transfer and/or construction in respect of developers allocation in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modifications made or caused by the developer with the approval of the owners by demolishing the existing old building and by constructing new building thereon.
2. The developers shall be entitled to prepare, modify or alter the plan with approval of the owner and submit the same to the appropriate authority in the name of the owner as its own cost and charges and developers shall pay and bear the expenses required to be paid or deposited for obtaining sanction of the building plan from the appropriate authorities, if required, for construction of building at the premises.
3. The owner shall put the developers into possession of the said premises in terms of this agreements and the developers shall be entitled to deal with the said premises on the terms and conditions here in contents and also in accordance with the power and authorities to be conferred on the developer in accordance with a general power of attorney specifically for the purpose of development for construction of a new building as contemplated in this presence with power to sale, transfer, lease, late out, mortgage in respect of the DEVELOPER ALLOCATION ONLY.
4. Simultaneously after execution of these presents the developers shall be at liberty to take possession of the premises and hold the same at its discretion for the purpose of said construction.

#### 20. ARTICLE - V. APARTMENT CONSIDERATION

1. AND WHEREAS the First Parties/Land Owners agreed the following allocation as per their "Landowners" allocation area as follows :-



1	Mr. Shyamada Raha Roy	The Landowner Shyamada Raha Roy will get One(1) number of 3 BHK Flat on the 1 <sup>st</sup> Floor having super built-up area 1300 Sq. Ft. (as per choice of the Landowner) and also One(1) number of 2 BHK Flat on the 4 <sup>th</sup> Floor having Super Built-up area 900 sq. ft. (as per choice of the Developer), along with 1 (One) Car Parking space according to approved Plan or area together with the undivided impartibly proportionate interest in the said land according to the approved & permitted by the Jemua Gram Panchayat.
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2. In consideration of the owners having agreed to permit to the developer to sell the flats and with/without Car Parking Spaces (except Land owners' own allocation) of the said premises and to construct, erect, and complete the building on the said premises the developers agreed:-

- A) That the developers shall construct the building in question over the scheduled property at their own cost, expenses and efforts in term of the sanctioned building plan of the said proposed building from the competent authority of JEMUA GRAM PANCHAYAT and ADDA Paschim Bardhaman and obtain all necessary permission and or approvals and or consent in the name of the land owners.
- B) In respect of the construction of the building to pay cost of supervision of the development, construction of the building at the said premises.
- C) To bear all costs, charges and all expenses of construction in the building at the said premises.
- D) The new building will be constructed at the said premises within 36 months from the date of received of all permission from various authorities, which is the essence of this contract. The said time will be enhanced for further 6 months for unavoidable circumstances.
- E) The aforesaid shall constitute the apartment consideration for grant of exclusive right for development for the said premises.

**ARTICLES-VI. OWNER'S ALLOCATION**



1. In consideration of the above the Owners allocation already mentioned in the Second Schedule below together with proportionate right, title and interest in the said land including common facilities and amenities as per sanctioned plan of JEMUA GRAM PANCHAYAT.
2. The Developer shall also construct erect and complete the said building with entire common facilities and amenities of the building including electric lines, fittings, lift, pump etc.
3. If there is any addition and alteration of the sanctioned plan the developer will be responsible for that and for further submission of Revised plan the necessary costs will be incurred by the Developer.
4. The Developer shall have no right, title and interest whatsoever in the owner's allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities, which shall solely and exclusively belong and continue to belong to the owner.

#### ARTICLE - VII. DEVELOPER'S ALLOCATION

In consideration of the above, the developer shall be entitled to get all Flats and with/without Car Parking Spaces, except Land owners' own allocation upon constructed area in the premises including common facilities and amenities in the entire portion of the saleable space in the building to be constructed including the right to use thereof to be available at the said premises upon construction of the said building after providing for the owner's allocation and the developer shall be entitled to enter into an agreement for sale and transfer its own name with any transferees for their residential purpose and to receive and collect all money in respect thereof which shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereto that for the purpose entering into such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the Land owners and this agreement by itself shall be treated as consent by the owners provided however the developer will not be entitled to deliver possession of Developer's allocation to any of its transferees until the developer shall make over possession of the owners and comply with all other obligation of the developer to the owners his agreement provided that the deeds of transfer of the flats under developer's allocation shall be executed by the owners and developer jointly till the execution of further Development Power of Attorney with selling Rights in favour of the Developer.

#### ARTICLE - VIII. PROCEDURE



1. Upon execution of these presents the owner shall grant a General power of Attorney in favour of the partners of the Developers firm.
2. Immediately upon the Developer obtaining peaceful possession of the said premises/ vacant land with structure thereon the developer shall be entitled to demolish. The existing structure at its Developer's costs and expenses by his contractor and all salvage materials arising there from, shall belong to the Developer.
3. That as far as necessary all dealings by the developer in respect of the new building shall be in the name of the owner and for which purpose the owner undertake to give the Developer or its nominee or nominees power of Attorney in form and manner as requested by the Developer. It is being understood however that such dealings shall not in any manner fasten or create any financial liabilities upon and against the owner.
4. The owner shall grant to the developer for the purpose of obtaining the Sanctions or all necessary permission and approvals for different authorities in connection with the construction of the building and Electricity and also for pursuing and following up the matter with the Gram Panchayat or other appropriate authority or authorities for the purpose of amendment or alteration of the said plan.
5. That in the event executing of any default or delay or refusal on the part of the owner in the deed of conveyance or transfer as the case may be the developer shall as the Constituted Attorney of the owner is entitled to execute the deed of conveyance or transfer for and on behalf of the owner.
6. The Developer is carrying on business as a builder and shall be entitled to enter in to agreement for sale of various portion with to various persons intended to own the constructed spaces and for the purpose of proper enjoyment of the Developer's allocation or the persons with whom the Developer shall enter into any agreement for sale of flats/units/and /or other built up areas the Developer shall be entitled to nominate such person or persons for the purpose of obtaining such transfer of the flat/units/parking space and undivided proportionate share in the said premises attributable there to. In respect of the Developer's allocation and the owner hereby agree to execute the deed of conveyance or to transfer such undivided proportionate share to the land comprised in the said premises directly in favour of such person or persons it being expressly agreed that the Owner shall not be entitled to claim any further consideration for sale or transfer and this agreement for development by itself will be the consideration for sale and transfer of such undivided proportionate share.

ARTICLE-IX. CONSTRUCTION



The developer shall be solely and exclusively responsible for the construction of the said building and the Developer will take all sorts of precaution to avoid accident and also started construction after soil Test. In case of any accident or labour problem or any type of loan the land lord/owner will not responsible but any major problem or any dispute regarding land or any legal bar/affair of any Loan Burden the developer will not responsible and the owner shall have to clear up the said problem and in that case the delayed time will be added to the total completion period of the project.

#### ARTICLE - X . SPACE ALLOCATION

1. That after completion of the building the owner shall be entitled to obtain physical possession of the owner's allocation as stated above and the balance constructed area and other portion of the said building shall belong to the developer and to that effect the developer shall supply a copy of the completion certificate from the planner/architect or competent authority.
2. The developer shall be exclusively entitled to the building with exclusive right to transfer from the owner and to transfer or otherwise deal with or to dispose of the same without any right claim or interest therein whatsoever of the owner and owner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.
3. The owner and/or Developer shall be entitled to transfer or otherwise deal with their respective allocation even before the completion of construction.
4. The Developer shall be exclusively entitled to the Developer's allocation with exclusive right to enter into agreement for sale or transfer or dispose of the same without any right claim and interest therein whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation and no further consent shall be required and this agreement by itself shall be covered the consent of the Owner.
5. Both the OWNERS and DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.

#### ARTICLE - XI . BUILDING

1. The developers shall at his own cost structure, erect and complete and multi storied building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time and such construction of the building shall be



- completed entirely by the developers within 36 months from the date of received of all permission from various authorities including 6 months grace period if required.
2. The developer shall erect the said building at his own cost as per specification and drawings in the sanctioned plan with common amenities and facilities for the flat holders shall be provided as are required and to be provided as residential building, self-contained apartment and constructed space for sale and/or residential flat and/or constructed space therein on ownership basis.
  3. The developer shall be authorized in the name of the owner in so far as necessary to apply and obtain quotas, entitlements and other allocation of or for cement, steel, bricks and other building materials allocation to the owner for the construction of the building and to similarly apply for an obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other impite and facilities required for the construction of enjoyment of the building for which purpose the power shall execute in favour of the developer a Development Power of Attorney any other authorities as shall be required by the developers.
  4. The developer shall at liberty at its own cost and expenses and without causing any financial or other liability on the owner will construct and complete the building in various unit and/or apartment herein according to the building plan and amendment thereto or modification thereof made or cost to be made by the developer without the consent of the owner in writings.
  5. All cost, charges and expenses in respect of the construction of the new building including architect's fees shall be paid discharged and borne by the developer and the owners shall have no liabilities in this context.
  6. The developers shall at his own cost will install electricity wiring, water, pipe line, sewage connection in portion of the owner's allocation also include lift in the building the owner shall be liable to contribute only of Electric Meter cost for his own allocation.

ARTICLES-XII-COMMON FACILITIES

1. The developer shall pay and bear the property tax and other dues and outgoings in respect of this building according to dues as on land from the date of handed over the vacant possession by the owners till as provided hereafter:
2. As soon as the building is completed and the Electricity, wiring, sewerage line, water pipe line are ready according to the specification and plan thereof and certificate to the architect from the competent authority herein produce to that affect the developer shall give written notice to the owner requesting the owner to take possession of the owner's allocation in the building and the developer can registered



and delivered the flats to the purchaser after due execution of the deed by the owner after full and final satisfaction of the owner.

3. As and from the date of service of notice of possession, the owner and developer and the flat owner's shall be responsible to pay and bear the proportionate share of the service charges for the common facilities in the building i.e. proportionate share of the premises for water, fire and Scavenging charges and taxes light, Sanitation and lift maintenance operation, repair and renewal charges for bill collection management of the common facilities and renovation, replacement, repair and maintenance charges and expenses for the building and of the common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installation, applications and equipments, stairways, corridors, passage ways and other common facilities whatsoever as may be mutually agreed from time to time.
4. The owner shall not do any act, deed or thing whereby the developer shall be prevented from construction and completion of the said building, subject to the conditions of this agreement.

#### ARTICLE - XIII. OWNERS OBLIGATION:

1. The owner agrees and covenant with the developer not to cause any interference or hindrance in the construction work of the building at the said premises by the developer or its contractors, engineers and all workmen under its employment if work be done legally and as per agreement.
2. The owner hereby agrees and covenant with the developer not to do any act deed or thing whereby the developer shall be prevented from selling, assign and or disposing of any of the part of the said building or any other things at the said premises.
3. The original title deeds and documents in respect of the said premises shall be kept by the owners during construction period and after completion of the construction, the Owners shall deliver all Title Deeds and allied Title documents in respect of this Project Land to the Flat owner's Association subject to full and final satisfaction of the owners as per agreed terms of payment and the owners if they not willing to handover of their own Title Deeds and allied Title documents in their favour, in that case the Owners singly/jointly/severally shall bound to each and every times as per requirement of intending purchasers and also at the times of Bank loan searching(s) & verification(s) of every individual intending purchasers bound to provides the same in originals as per their demands.
4. That if any dispute arises regarding said Project Land as mentioned in the Schedule below after started of construction work, the owner shall bound to provide all expenses of construction work as per mutual settlement with the Developer.

Dr. Jyoti  
Adv.



ARTICLE - XIV , DEVELOPERS' OBLIGATION

1. The Developer **DURGAPUR GREEN VALLEY RESIDENCY** [PAN-AAVED3544R], confirms, accepts and assurance the Owner that they are fully acquainted with, aware of the process/formalities related to similar project in Panchayat Area and fully satisfied with the papers /documents related to the ownership, physical measurement of the land and free possession, suitability of the land viability of the said project and will raise no objection with regard and thereto.
2. The developer confirms and assures the owners that they have the financial and other resources to meet and comply with all financial and other obligations needed for execution of the total project within schedule time under this agreement and the owners do not have any liability and or responsibility to finance and execute the project or part thereof.
3. That the Developer shall develop and/or construct the said landed property in its own name and account and at its own expenses, expertise in its own right, interest and shall alone be liable and responsible for the development of the said property, it required then demolishing the existing structures over the said landed property thereon.
4. The Developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision & security of reputed Architect/Planner, authorized/Licensed by appropriate authority. The building Plan should comply with the standard norms of the multistoried buildings including structural design and approval of the local sanctioning authority/Panchayat/Govt. agencies. Any variation/alteration/modification from the original approved drawing/plan needs approval of the owners & the Architect before submission to the appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both the owners and developers. However, basic character of the project consisting of flats/apartment/parking space and common space and common space like garden/water will remain intact unless agreed to by both the owners and Developers.

(H) [Signature]  
Ndr



5. That the Developer shall be responsible for any acts deeds or things done towards any funds collection from one or more prospective buyer of the proposed flats.
6. That the Developer shall be responsible for complying with the Rules & Regulation in all matters including constructions of the building according to the sanctioned plan and shall be responsible for complying with all provisions of law that may be in force from time to time and the Owner shall not be responsible for any infringement of law that may be in force from time to time during the currency of this Agreement and in future. The Owner part shall not be responsible for any accident or damage or loss during the course of the construction of the proposed building. The second part shall be responsible the said incident or damage or loss during construction.
7. That the Developer shall complete the Development work/Construction of building/flat at its own cost and expenses within 36 months from the date of received of all permission from various authorities, with further additional period of 6 months if needed.
8. That the Developer shall not make Owner responsible for any business loss and/or any damages etc or due to failure on the Developer to correctly construct the Flats and/or to deliver correctly the same to the intending purchasers and in such case the Developer shall have been the entire responsibility.
9. That the developer shall agree to indemnify the land owners from the obligation of paying income tax, sales tax or any other duties levies either by the state GOVT. or Central GOVT. or statutory local authorities from his part which are required to pay for the profit which he derived after selling the flats to the prospective buyer. In case the Developer fails to deliver the possession of the flats to the prospective buyers then the developers himself shall be responsible and answerable for the same. In case for any default in the part of developer any legal action will take, then the Developer shall personally liable for the said consequences under any circumstances the owner are not responsible for the same.

ARTICLE - XV. OWNER'S INDEMNITY



1. The owner hereby undertakes that the developer shall be entitled to the said construction of the new building and shall enjoy its allotted space without any interference and or disturbance.
2. The owner hereby declare that the owner's have a clear marketable title in respect of the said premises without any claim, right title, interest of any person or persons and the owner's declare that they have good right absolute authority, and power to enter into this agreement with the developer and the owners hereby also undertake to indemnify and to keep the developer indemnified against any and all other particular claims action and demands whatsoever.
3. That if the Owner intended to sale Owner's allocation through the Developer in that case the Developer will get Sale price as per mutual understanding of both parties.

#### ARTICLE - XVI. DEVELOPER INDEMNITY

1. The developer hereby undertake to keep the owner indemnified against all kinds of claim, damages, compensation, action out of any sort of act of commission the developer and/ or of any other person working it in or related to the construction of the said building at the said premises.
2. The developer hereby undertake to keep the owner indemnified against all suits, proceedings, costs, claims that may arise out of the said premises and/or the matter of construction of the said building and/or for any defect therein of any nature whatsoever.

#### ARTICLE - XVII. LEGAL PROCEEDING

1. The owner and the developer have entered in to this agreement on principal to principal basis voluntarily and with full knowledge the contract and nothing contained herein shall be deemed to construe as partnership between the developer and the owner but as joint venture between the parties.
2. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the owner to defend all suits and proceeding which and the owner's shall execute any such additional power of attorney and/or authorization as may required may arise in respect of the development of the said premises at his own cost. The owner hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter by the developer for the purpose and the owner's also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe of the rights of the owners and/or go against the spirit of this Agreement.



3. Any notice required to be given by the developer shall without prejudice to another mode of service available demand to have been served on the owners, if delivered to the developer by hand and duly acknowledgement due to the residence of the owner shall likewise be deemed to have been served on the developer by hand or send by pre-paid Registered post to the Registered Office of the developer.
4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in the developer other than an exclusive license to the developer to commercially exploit the same in terms thereof provided however the developer shall be entitle to borrow money from any Bank without creating any financial liability of the owner or affecting the estate and interest in the said premises and it is being expressly agreed and understood that in no event the owner or any other estate shall be responsible and/or made liable for payment of any dues of such banks and for that purpose, the developer shall keep the owners' indemnity against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
5. The name of the building shall be as desired by the parties after completion of the proposed building named as "EMME HOME, PHASE-II".
6. Both the developer and the Owner shall frame a scheme for the management and administration of the said building and or common parts thereof Owner hereby agree to abide by all the rules and regulations as such management society holding organization do hereby give their consent to abide by the same.
7. The owner undertake and agrees to execute and register all conveyance and transfer in favour of the persons with whom the developer enters in to an agreement (the Stamp duty or Registration fees and all other expenses towards the registration will be borne by the intending purchaser).

#### ARTICLE -XIV -FORCE MAJEURE

1. The developer shall not be consider to be liable for any obligation hereunder to be extent that the performance of the relevant obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
2. Force majeure shall mean floor, earth quake, riot, war, storm, tempest, civil commotion, strike and/or other further commission beyond to the reasonable control of the developer.
3. That if any dispute arises in between the Developer and the Owner beyond the force Majeure then time will not be essence of the contract and the owner will not claim any damage for that.



## ARTICLE - XV. BREACH & CONSEQUENCE

The owners have every right to cancel and/or rescind this Agreement and Development Power of Attorney after 36 Months and grace period of 6 months if the Developer shall unable to complete the construction work or fail to make payment according to this agreement, the Developer shall be liable to pay extra compensation amount as mutually decided by both parties.

That, this Agreement and Development Power of Attorney issued by the land owners is valid for this particular Project only as per sanction building plan issued by the Authority concern and after completion and delivery of all Flats and with/without Car Parking Spaces in favour of prospective purchasers of this Project, this Agreement and Development Power of Attorney shall become inoperative and the Developer shall not be entitled to claim any right and interest from the land owners in any manner whatsoever.

In the event of either Party to this agreement committing breach of any of their obligations under this agreement the aggrieved Party shall be entitled to specific performance and also to recover damages compensation to make good the loss sustained by the aggrieved Party on account of such breach from the Party committing the breach. In the event of the developer not commencing construction of the new building upon expiry of the said stipulated and also to recover damages compensation to make good the loss sustained by the aggrieved Party on account of such breach from the Party committing the breach.

## ARTICLE - XVI. JURISDICTION

The Court at Durgapur, Paschim Bardhaman shall have the jurisdiction to try and entertain all actions, suits proceedings arising out of this agreement.

## ARTICLE - XVII. ARBITRATION

If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and condition herein contained or touching these presents or determination of any liability of any of the parties under this agreement. They will try first among themselves to solve that dispute or problem with friendly manner. If it will not possible by them the same shall be referred to arbitration of two arbitrators one to be appointed by each of the parties in dispute and same be deemed to be referred within the meaning of the Arbitration Act, 1996 or any statutory modifications hereunder in force



and the parties herein further agreed that all disputes will come under the jurisdiction of DURGAPUR COURT, Paschim Bardhaman as stated above.

FIRST SCHEDULE ABOVE REFERRED TO  
DESCRIPTION OF LAND MR. SHYAMA PADA ROY

All that piece and parcel of Baid land measuring an area 2.5 Katha or 4.125 Decimal comprising in R.S. Plot No. 1, modified R.S. Plot No. 1/526 corresponding to R. Plot No. 76, under R.S. Khatian No. 58, L.R. Khatian No. 1430, situated at District - Paschim Bardhaman, Additional District Sub - Registrar Office & Sub - Division - Durgapur, P.S. - New Township, Pin Code - 713206, within the limit of Jemua Gram Panchayat, under Mouza Shankarpur, J.L. No. - 109, Classification of land is Baid and proposed use for Residential Housing Complex.

BUTTED & BOUNDED BY,-

- North. 16 Feet Wide Metal Road;
- South. R.S. Plot No. 526;
- East. Plot No. 9;
- West. R.S. Plot No. 526.

SECOND SCHEDULE ABOVE REFERRED TO  
(LAND OWNER'S ALLOCATION)

1	Mr. Shyama Pada Roy	The Landowner Shyama Pada Roy will get One(1) number of 3 BHK Flat on the 1 <sup>st</sup> Floor having super built-up area 1300 Sq. Ft. (as per choice of the Landowner) and also One(1) number of 2 BHK Flat on the 4 <sup>th</sup> Floor having Super Built-up area 900 sq. ft. (as per choice of the Developer) along with 1 (One) Car Parking space according to approved Plan or area together with the undivided impartibly proportionate interest in the said land according to the approved & permitted by the Jemua Gram Panchayat.
---	---------------------	--

*(Handwritten Signature)*  
Afr



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

Shall mean all entire building including common facilities of the building along with undivided proportionate share of the said "property/promises" absolutely shall be the property of the Developer except the Landowners' allocation as stated above and the right to use thereof in the premises upon construction of the said building as per approved Building Plan of JEMUA GRAM PANCHAYAT.

**SPECIFICATIONS**

<b>WATER SUPPLY</b>	Under Ground Water
<b>WALLS</b>	Conventional brickwork
<b>WALL FINISH</b>	Interior --Wall Putty Exterior - Combination of weather coat.
<b>FLOORING</b>	Vitrified Tiles in all Bedrooms, Living-cum-Dining, Kitchen, Balcony.
<b>KITCHEN</b>	Kitchen platform made of Granite Slab. tiles, up to the height of three feet from the platform. Stainless steel sinks, to be provided.
<b>TOILET</b>	Anti skit tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 6 Feet. sanitary C.I. Pipe and one western type commode, one Indian type commode, Concealed plumbing and pipe work.
<b>DOORS</b>	Flush doors and PVC Door in Toilet.
<b>WINDOWS</b>	Aluminum Sliding with MS Grill.
<b>COMMON LIGHTING</b>	Overhead illumination for compound and common path lighting inside the complex.
<b>WIRING</b>	Standard concealed wiring for electricity. Average 25(Twenty Five) points for 2 BHK & 30 (Thirty) Points for 3 BHK. Telephone and Television at extra costs.
<b>ELECTRIC</b>	Individual meter of each unit.
<b>AMENITIES</b>	Adequate standby generator for common areas and sufficient power supply inside individual flat. Lift provided for every floor in the building.

Any?  
Ade



It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of the LANDOWNER and DEVELOPER are attested in additional pages in this deed and the same are treated as part and parcel of this deed.

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

SIGNED AND DELIVERED by the Land Owners and Developer at DURGAPUR in the presence of

WITNESSES.

1. Bandana Roy

w/o - Shyama Rada Roy

*Shyamabala Roy*

Signature of Land Owner

L.R. - 226

A.B.L. Durgapur

DURGAPUR GREEN VALLEY RESIDENTS

*Chandray Bannarjee*  
Partner

Signature of the Developer

2. Janganta Chatterjee  
8/11 - Smarpan Chatterjee  
W/o - P.O. - Krishnammay  
P.O. - Rangpur  
Dist - Burdwan  
Pin - 712202
3. Soumitra Roy  
W/o - Anand Roy  
W/o - Pragnat Bose  
P.O. - 712103

Drafted and Typed at my office & I read over & Explained in Mother languages to all parties to this deed and all of them admit that the same has been correctly written as per their instruction

*Hiranya Maji*

Hiranya Maji  
Advocate, Durgapur Court  
En. No. F 363/128/2019.



ডান হাত Right Hand					
☆	বৃহদাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					



উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল  
color passport size photograph, finger print & attested by me

*Chandan Burmal*

ডান হাত Right Hand					
☆	বৃহদাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					



উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল  
color passport size photograph, finger print & attested by me

*Shyamoli Bala Roy*

ডান হাত Right Hand					
☆	বৃহদাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					

উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল  
color passport size photograph, finger print & attested by me

ডান হাত Right Hand					
☆	বৃহদাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					

উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল  
color passport size photograph, finger print & attested by me



### Major Information of the Deed



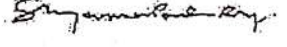
Deed No.	I-2306-08062/2023	Date of Registration	16/08/2023
Query No./Year	2306-2002041151/2023	Office where deed is registered	
Query Date	09/08/2023 1:01:18 PM	A.D.S.R, DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	Swapan Kumar Dutta Durgapur Court, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 9735168110, 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. 11,13,750/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 5,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks			

### Land Details :

District: Paschim Bardhaman, P.S:- New Townshlp, Gram Panchayat: JEMUA, Mouza: Sankarpur, JI No: 109, Pin Code : 713206

Sch No.	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1/526	RS-58	Bastu	Baid	2.5 Katha		11,13,750/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					4.125Dec	0/-	11,13,750/-	

### Land Lord Details :

Sl No.	Name, Address, Photo, Finger print and Signature			Signature
	Name	Photo	Finger Print	
1	Mr Shyama Pada Roy Son of Late Badal Roy Executed by: Self, Date of Execution: 16/08/2023 , Admitted by: Self, Date of Admisslon: 16/08/2023 ,Place : Office			
		16/08/2023	LTI 16/08/2023	16/08/2023










L R 226, Durgapur A.B.L. Township,, City:- Durgapur, P.O:- ABL, P.S:-New Township, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713206 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJxxxxxx1Q, Aadhaar No: 89xxxxxxxx0952, Status :Individual, Executed by: Self, Date of Execution: 16/08/2023  
 Admitted by: Self, Date of Admision: 16/08/2023 ,Place : Office



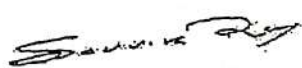
**Developer Details :**

Sl No	Name, Address, Photo, Finger print and Signature
1	<b>DURGAPUR GREEN VELLY RESIDENCY</b> 1A/2, Saptarshi Park, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206 , PAN No.:: AAxxxxxx4R, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name, Address, Photo, Finger print and Signature	Signature						
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> </tr> </thead> <tbody> <tr> <td> <b>Mr Chandan Burnwal (Presentant)</b>            Son of Sudama Burnwal            Date of Execution - 16/08/2023, , Admitted by: Self, Date of Admision: 16/08/2023, Place of Admission of Execution: Office         </td> <td>   <small>Aug 16 2023 3:22PM</small> </td> <td>   <small>LTI 16/08/2023</small> </td> </tr> </tbody> </table>	Name	Photo	Finger Print	<b>Mr Chandan Burnwal (Presentant)</b> Son of Sudama Burnwal Date of Execution - 16/08/2023, , Admitted by: Self, Date of Admision: 16/08/2023, Place of Admission of Execution: Office	 <small>Aug 16 2023 3:22PM</small>	 <small>LTI 16/08/2023</small>	 <small>16/08/2023</small>
Name	Photo	Finger Print						
<b>Mr Chandan Burnwal (Presentant)</b> Son of Sudama Burnwal Date of Execution - 16/08/2023, , Admitted by: Self, Date of Admision: 16/08/2023, Place of Admission of Execution: Office	 <small>Aug 16 2023 3:22PM</small>	 <small>LTI 16/08/2023</small>						
Manju Niwas, 11 B Saptarshi Park, Shankarpur, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206, Sex: Male, By Caste: Hindu, Occupation: Busness, Citizen of: India, , PAN No.:: AUxxxxxx8G, Aadhaar No: 23xxxxxxxx9575 Status : Representative, Representative of : DURGAPUR GREEN VELLY RESIDENCY (as PARTNER)								

**Identfier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Souvik Roy</b> Son of Mr Alok Roy Panagarh Bazar, City:- Durgapur, P.O:- Panagarh Bazar, P.S:-Kanksa, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713148	 <small>16/08/2023</small>	 <small>16/08/2023</small>	 <small>16/08/2023</small>
Identfier Of Mr Shyama Pada Roy, Mr Chandan Burnwal			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Shyama Pada Roy	DURGAPUR GREEN VELLY RESIDENCY-4.125 Dec



16-08-2023

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

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

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

Presented for registration at 13:00 hrs on 16-08-2023, at the Office of the A.D.S.R. DURGAPUR by Mr Chandan Burnwal .,

**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 11,13,750/-

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

Execution is admitted on 16/08/2023 by Mr Shyama Pada Roy, Son of Late Badal Roy, L R 226, Durgapur A.B.L. Township,, P.O: ABL, Thana: New Township, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713206, by caste Hindu, by Profession Business  
Indetified by Mr Souvik Roy, , , Son of Mr Alok Roy, Panagarh Bazar, P.O: Panagarh Bazar, Thana: Kanksa, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713148, by caste Hindu, by profession  
Others

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

Execution is admitted on 16-08-2023 by Mr Chandan Burnwal, PARTNER, DURGAPUR GREEN VELLY RESIDENCY (Partnership Firm), 1A/2, Saptarshi Park, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206  
Indetified by Mr Souvik Roy, , , Son of Mr Alok Roy, Panagarh Bazar, P.O: Panagarh Bazar, Thana: Kanksa, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713148, 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 16/08/2023 11:44AM with Govt. Ref. No: 192023240171477738 on 16-08-2023, Amount Rs: 14/-, Bank: SBI EPay ( SBIEPay), Ref. No. 6663905801018 on 16-08-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

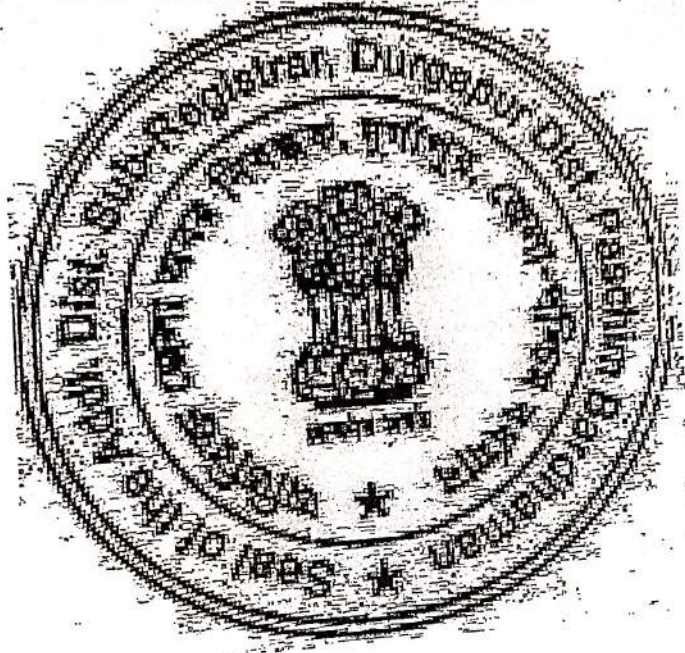
Certified that required Stamp Duty payable for this document is Rs. 5,010/- and Stamp Duty paid by Stamp Rs 500.00/- by online = Rs 4,510/-  
Description of Stamp  
1. Stamp: Type: Impressed, Serial no 930, Amount: Rs.500.00/-, Date of Purchase: 09/08/2023, Vendor name: SOMNATH CHATTERJEE  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2023 11:44AM with Govt. Ref. No: 192023240171477738 on 16-08-2023, Amount Rs: 4,510/-, Bank: SBI EPay ( SBIEPay), Ref. No. 6663905801018 on 16-08-2023, Head of Account 0030-02-103-003-02

*Santanu Pal*

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



Certificate of Registration under section 60 and Rule 69.  
Registered In Book - I  
Volume number 2306-2023, Page from 141354 to 141381  
being No 230608062 for the year 2023.



Digitally signed by SANTANU PAL  
Date: 2023.08.28 11:40:19 +05:30  
Reason: Digital Signing of Deed.

*Santanu Pal*

(Santanu Pal) 2023/08/28 11:40:19 AM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. DURGAPUR  
West Bengal.

(This document is digitally signed.)