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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the Document
is Admitted to Registration the
Signature Sheet and the Endr-
sements attached with this
Documents are the Part of this
Document.

A.S.R. Durgapur
Bardhaman

23 AUG 2023

QUERY NO. 2002124600/2023

DEVELOPMENT AGREEMENT

Page-1

of 86, Sanchita Park, Bisanannagar, P.O.- Durgapur, P.S.- NEW TOWNSHIP, PIN- 713212,
Dist.- Paschim Bardhaman, West Bengal (2) MR. RAJ TIWARI [PAN.-AJZT5793M], S/o.
Late Dewasish Tiwari, by faith-Hindu, by occupation-Business, by nationality-indian, by
resident of Bankali Tala, Vill. P.O.-Rajbandh, P.S.- Kanksa, Dist.-Paschim Bardhaman, Pin.-

Page-2

SI No. 2858 Date 26/7/23
Sold to Vinayak Construction & Developers
Address DCP-16
Value of Stamp 500
Date of Purchase of the stamp
Prepar from Treasury
Name of the Treasury from Durgapur

07 JUL 2023

Chatterjee
Somnath Chatterjee
Stamp Vendar
A.D.S.R. Office, Durgapur-16
Licence No.-1/2016-17



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

22 AUG 2023

THIS DEVELOPMENT AGREEMENT IS MADE ON 22ND day of August, 2023

BETWEEN

- (1) MR. TANMOY MAJUMDAR [PAN NO. BCWPM9325B] [AADHAAR NO.-6748 6470 5169], Son of Late Tarun Kumar Majumdar, by Nationality- Indian, by Faith- Hindu, by occupation- Business, resident of 2/3, Rajendra Prasad Road, C-zone, City.- Durgapur, P.O.- Durgapur, P.S.-Durgapur, District.-Paschim Bardhaman, West Bengal, India, Pin.- 713205,
- (2) MR. KRISHNA KUMAR @ KRISHNA KUMAR UPADHYAY [PAN NO. BGHPK9924R] [AADHAAR NO.-7119 1342 0947], Son of Ajit Kumar Upadhyay, by Nationality- Indian, by Faith- Hindu, by occupation- Business, resident of Panagarh Bazar, N.S. Road, Panagarh, City.- Durgapur, P.O.- Panagarh, P.S.-Kanksa, District.-Paschim Bardhaman, West Bengal, India, Pin.- 713148, and
- (3) MR. RAJESH SINGH [PAN NO. BPQPS1807B] [AADHAAR NO. 7950 0380 8481], Son of Sri Lakshman Singh, by Faith-Hindu, by Nationality- Indian, by Occupation- Business, resident of Pardai More, IQ City Road, Fuljhore, Durgapur-06, P.S.-New Township, Dist- Paschim Bardhaman, Pin- 713206, W.B.,

Hereinafter jointly referred to and called as "LANDOWNERS" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, representatives, executors, administrators, successors and assigns) of the FIRST PART.

AND

M/S VINAYAK CONSTRUCTION & DEVELOPERS [PAN-AAXFV3283B], (a partnership firm), having its office at UCP-005, Bengal Ambuja, City Centre, Durgapur, Pin.- 713216, District-Paschim Bardhaman, West Bengal, India represented by its partners namely (1) **MR. MANAS BHATTACHARYYA** [PAN.- AJKPB0880A], S/o. Tapan Kumar Bhattacharyya, by faith-Hindu, by occupation-Business, by nationality-indian, by resident of 86, Sanchita Park, Bidhannagar, P.O.- Durgapur, P.S.- New Township, Pin.- 713212, Dist.- Paschim Bardhaman, West Bengal (2) **MR. RAJ TIWARI** [PAN.-AJZFT5793M], S/o. Late Dewasish Tiwari, by faith-Hindu, by occupation-Business, by nationality-indian, by resident of Bankali Tala, Vill. P.O.-Rajbandh, P.S.- Kanksa, Dist.-Paschim Bardhaman, Pin.-

713212, West Bengal, (3) **MR. SUVADIP SINHA [PAN.- BAIPS1988Q]**, S/o. Swapan Kumar Sinha, by faith-Hindu, by occupation-Business, by nationality-indian, by resident of 5/119, Sammilani Park, Sector- 2, P.O.-Durgapur, P.S.- New Township, Dist.- Paschim Bardhaman, West Bengal-713206, hereinafter referred to and called as the **"DEVELOPER"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART**.

WHEREAS **Firstly**, the Schedule mentioned property originally belong to Bhusan Chandra Kesh (measuring an area 8 Decimal) and Mritunjoy Kesh (measuring an area 8 Decimal) and their names duly recorded in R.S.R.O.R. under R.S. Plot No.273, L.R. Plot No.82, Khatian No.70 & 110 respectively. Subsequently Bhusan Chandra Kesh during his peaceful possession, died leaving behind his only son Dhananjoy Kesh, who solely inherited the said 8 Decimal of Land by way of legal heirs & successors and on the other hand said Mritunjoy Kesh during his peaceful possession, died leaving behind his only son Damodar Kesh, who solely inherited the said 8 Decimal of Land by way of legal heirs & successors.

WHEREAS **Secondly**, the Schedule mentioned property originally belong to Dhananjoy Kesh, Damodar Kesh, Sukhomoy Kesh, Banshidhari Kesh, Nirod Baran Kesh, Subodh Kesh, Monojit Kesh, Nirranjan Kesh, Deb Ranjan Kesh, Monoranjan Kesh, Multi Ranjan Kesh, Kumud Ranjan Kesh, Biswanath Kesh, Dwarka Nath Kesh & Malati Kesh and their names duly recorded in R.S.R.O.R. under R.S. Plot No.273, Area of Land 16 Decimal.

AND WHEREAS said Dhananjoy Kesh, Damodar Kesh, Sukhomoy Kesh, Banshidhari Kesh, Nirod Baran Kesh, Subodh Kesh, Monojit Kesh, Nirranjan Kesh, Deb Ranjan Kesh, Monoranjan Kesh, Multi Ranjan Kesh, Kumud Ranjan Kesh, Biswanath Kesh, Dwarka Nath Kesh & Malati Kesh during their peaceful possession transferred entire Land of 32 Decimal in favour of Bikash Mondal, S/o. Sri Rohit Mondal and Sekh Sahajahan, S/o. Sekh Murtaj by way of Regd. Deed of Sale, vide Sale Deed No. I-06902 for the year 2011 registered at ADSR Durgapur, dated-06.09.2011 and their names recorded in L.R. records of Rights.

AND WHEREAS said Bikash Mondal, S/o. Sri Rohit Mondal and Sekh Sahajahan, S/o. Sekh Murtaj after received of said land measuring an area 32 Decimal under R.S. Plot No.273, L.R. Plot No.82, jointly transferred 25.5 Decimal in favour of Kuchil Bauri, son of Late Krittibas Bauri and Sri Ashutosh Mondal, son of Late Subal Mondal by way of separate two

registered Deed of Sale, vide Sale Deed No.1822/2014 (Sale Area 12.75 Dec.) and another Sale Deed No.1823/2014(Sale Area 12.75 Dec.) and subsequently out of two, one of the Regd. Owner namely Sekh Sahajahan, S/o. Sekh Murtaj rest portion of Land measuring an area 6.5 Decimal recorded in his sole name under separate L.R. Khatian No.803 with the verbal consent & knowledge of the another owner Bikash Mondal.

AND WHEREAS said Sekh Sahajahan, S/o. Sekh Murtaj after mutated his name under separate L.R. Khatian No.803 transferred of the entire land measuring an area 6 Decimal in favour of the present Vendors by way of Sale, vide Sale Deed No.230601628/2022, dated 14/03/2022, registered at the Office at A.D.S.R. Durgapur under Book No.I, C.D. Vol. No.2306 – 2022, page from 78664 to 78722.

AND WHEREAS Thirdly, the Schedule mentioned property originally belong to Madan Kesh and during his peaceful possession died leaving behind his five sons, namely Sukhomay Kesh, Gopikanta Kesh, Rabikanta Kesh, Shyamapada Kesh and Haradhan Kesh and they all jointly inherited the said property by way of only legal heirs and successors.

AND WHEREAS said Sukhomay Kesh, Gopikanta Kesh, Rabikanta Kesh, Shyamapada Kesh and Haradhan Kesh during their peaceful possession jointly transferred the land measuring an area 7.25 Decimal under R.S. Plot No.273, L.R. Plot No.82, L.R. Khatian No.84 & 96 in favour of (1) Sri Puranjoy Gope, S/o. Late Bhaktipada Gope, (2) Sri Buddhadeb De, S/o. Sri Dakshina Pada De, (3) Sekh Kabir Hossain, S/o. Sekh Abdul Garib, (4) Sekh Sahajahan, S/o. Sekh Murtaj, (5) Sekh Ismail, S/o. Late Sekh Fakir by way of Regd. Deed of Sale, vide Sale Deed No. I-9981 for the year 2013, registered at ADSR Durgapur, dated-19.12.2013.

AND WHEREAS Frothily, the Schedule mentioned property originally belong to Bankim Chandra Kesh and his name duly recorded in L.R. Khatian No.61, measuring an area 5 Decimal under R.S. Plot No.273, L.R. Plot No.82.

AND WHEREAS during his peaceful possession of land measuring an area 5 Decimal under R.S. Plot No.273, L.R. Plot No.82 and said Bankim Chandra Kesh transferred land measuring an area 3 Katha in favour of Krishnapada Layek @ Krishna Chandra Nayek, son of Badal Chandra Layek @ Badal Chandra Nayek by way of Regd. Deed of Sale, vide Sale Deed No. 0144 for the year of 1968.

THEREAFTER said Krishnapada Layek @ Krishna Chandra Nayek, son of Badal Chandra Layek @ Badal Chandra Nayek during his peaceful possession of the aforesaid land measuring an area 3 Katha transferred in favour of Buddhadev Dey, son of Dakhinapada Dey, by way of Regd. Deed of Sale, vide Sale Deed No.5741 for the year of 2021.

AND WHEREAS said Sri Kuchil Bauri, S/o. Late Krittibas Bauri & Sri Ashutosh Mondal, S/o. Late Subal Mondal duly their peaceful possession transferred of land measuring an area $(10+10)=20$ katha or $(16.5+16.5)= 33$ decimal in favour of (1) Sri Rajesh Singh, S/o. Sri Lakshman Singh, (2) Sri Tanmoy Majumdar, S/o. Late Tarun Kumar Majumdar, (3) Sri Krishna Kumar, S/o. Sri Ajeet Kumar Upadhyay, (4) Sri Prakash Kumar Singh, S/o. Late Surendra Singh by way of two separate Regd. sale Deed No. I-01860 (10 Katha) and I-01867 (10 Katha) for the year 2014 at ADSR Durgapur, dated-10.03.2014.

AND WHEREAS said (1) Sri Rajesh Singh, S/o. Sri Lakshman Singh, (2) Sri Tanmoy Majumdar, S/o. Late Tarun Kumar Majumdar, (3) Sri Krishna Kumar, S/o. Sri Ajeet Kumar Upadhyay, (4) Sri Prakash Kumar Singh, S/o. Late Surendra Singh all are after purchased of the said property they mutated their names in four separate L.R. parcha being Khatian Nos. 700, 701, 702 & 703 respectively.

AND WHEREAS said (1) Sri Rajesh Singh, S/o. Sri Lakshman Singh, (2) Sri Tanmoy Majumdar, S/o. Late Tarun Kumar Majumdar, (3) Sri Krishna Kumar, S/o. Sri Ajeet Kumar Upadhyay, (4) Sri Prakash Kumar Singh, S/o. Late Surendra Singh subsequently entered a partition Deed being No. I-4520 for the year 2016 registered at ADSR Durgapur, dated-27.07.2016 and they have jointly acquired the land measuring 20 Katha or 33 Decimal pf property to the extent of equal shares.

AND WHEREAS said Sri Rajesh Singh, Son of Sri Lakshman Singh during his share of the partition deed mutated his name in L.R. Records of Rights and obtained L.R. Parcha being Khatian No. 700 (recorded area 8 Decimal) and converted said land (measuring 8 Decimal) into Danga and Khajna Tax & Municipality tax upto date and thereafter Sri Rajesh Singh, Son of Sri Lakshman Singh during his peaceful possession transferred the land measuring 5 Katha or 8.25 Decimal in favour of his mother namely Smt. Sarada Debi, Wife of Sri Lakshman Singh by way of Regd. Gift Deed being No. I-5321 for the year 2016.

registered at ADSR Durgapur, dated- 30.08.2016 under Book No.I, Vol. No. 0206-2016, Page from 90127 to 90141.

AND WHEREAS said Sri Prakash Kumar Singh, S/o. Late Surendra Singh during his peaceful possession transferred the land measuring 2.5 katha or 4.125 decimal along with 100 Sq. Ft. Residential Building in favour of Sri Tanmoy Majumdar by way of Regd. Sale Deed being No. I- 05207 for the year 2016 registered at ADSR Durgapur, dated- 18.08.2016 and also transferred the land measuring 2.5 katha or 4.125 decimal in favour of Sri Krishna Kumar by way of Regd. Sale Deed being No. I-05208 for the year 2016 registered at ADSR Durgapur, dated-18.08.2016.

AND WHEREAS said (1) Sri Buddhadeb De, S/o. Sri Dakshina Pada De, (2) Sk. Kabir Hossain, son of Sk. Abdul Gareeb, (3) Sekh Sahajahan, S/o. Sekh Murtaj,(4) Sk. Ismail, son of Late Sk. Fakir and (5) Sri Puranjoy Gope, son of Late Bhaktipada Gope during their peaceful possession transferred land measuring 16.95 decimal in favour of Tanmoy Majumdar, S/o. Late Tarun Kumar Majumdar & Krishna Kumar, S/o. Ajit Kumar Upadhyay by way of Regd. Sale Deed being No. I-1628 for the year 2022, registered at ADSR Durgapur, dated- 14.03.2022.

AND WHEREAS said present owners namely Tanmoy Majumdar, S/o. Late Tarun Kumar Majumdar & Krishna Kumar, S/o. Ajit Kumar Upadhyay during their peaceful possession transferred land measuring an area 2 Katha in favour of Mr. Bikash Mondal, Son of Rahit Mondal by way of Registered Deed of Sale, vide Sale Deed No.6244 for the year of 2023, dated 03/07/2023, registered at ADSR Office at Durgapur.

AND WHEREAS said BIKASH MONDAL after received of the said Land measuring an area 2 Katha again transferred in favour of the present owners namely Tanmoy Majumdar, S/o. Late Tarun Kumar Majumdar & Krishna Kumar, S/o. Ajit Kumar Upadhyay, by way of Registered Deed of Sale, vide Sale Deed No.6304 for the year of 2023, dated 05/07/2023, registered at ADSR Office at Durgapur.

AND WHEREAS said Smt. Sarada Debi, Wife of Sri Lakshman Singh, Daughter of Ram Nath Singh during her peaceful possession transferred the same in favour of her full blooded son Mr. Rajesh Singh, Son of Sri Lakshman Singh, by way of Regd. Deed of Gift on

21.07.2023 being No. I-6885 for the year 2023, registered at ADSR Durgapur, recorded in Book No. I, Volume No. 2306-2023, Page from 118289 to 118305.

AND WHEREAS the first Party desire to develop the first schedule property by construction of multistoried building up to its maximum limit of floor consisting of so many flats and Car parking space etc as per approved Plan of Durgapur Municipal Corporation but the owners have not the sufficient fund for the Development work and for this reason first Party is in search of a Developer for the said Development Work.

AND WHEREAS the first Party herein has approached the Second Party And whereas the Second Party after considering various aspects of execution of the project and proposals of the Owners, has decided to construct multistoried building upon their own schedule land consisting of apartments and Flat with the object selling such flats/apartments and Car Parking Spaces to the prospective purchasers and the second Party has accepted the proposal of First Party.

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

ARTICLE -1. DEFINITIONS

1. **OWNERS.** Shall mean the said (1) SRI TANMOY MAJUMDAR [PAN-BCWPM9325B], [AADHAAR-6748 6470 5169], Son of Late Tarun Kumar Majumdar,
- (2) SRI KRISHNA KUMAR @ KRISHNA KUMAR UPADHYAY [PAN-BGHPK9924R], [AADHAAR- 7119 1342 0947], Son of Sri Ajeet Kumar Upadhyay, and
- (3) SRI RAJESH SINGH [PAN-BPQPS1807B] [AADHAAR-7950 0380 8481], Son of Mr. Lakshman Singh and includes their heirs, representative, executors, administrator and assigns.
2. **DEVELOPER.** Shall mean the said M/S VINAYAK CONSTRUCTION & DEVELOPERS [PAN-AAXFV3283B], (a partnership firm), having its office at UCP-005, Bengal Ambuja, City Centre, Durgapur, Pin.- 713216, District-Paschim Bardhaman, West Bengal, India represented by its partners namely (1) MR. MANAS BHATTACHARYYA [PAN.- AJKPBO88A], S/o. Tapan Kumar Bhattacharyya, by

faith-Hindu, by occupation-Business, by nationality-indian, by resident of 86, Sanchita Park, Bidhannagar, P.O.- Durgapur, P.S.- New Township, Pin.- 713212, Dist.- Paschim Bardhaman, West Bengal (2) MR. RAJ TIWARI [PAN.- AJZPT5793M], S/o. Late Dewasish Tiwari, by faith-Hindu, by occupation-Business, by nationality-indian, by resident of Bankali Tala, Vill.+P.O.-Rajbandh, P.S.- Kanksa, Dist.-Paschim Bardhaman, Pin.-713212, West Bengal, (3) MR. SUVADIP SINHA [PAN.- BAIPS1988Q], S/o. Swapan Kumar Sinha, by faith-Hindu, by occupation-Business, by nationality-Indian, resident of Vill.+P.O.+P.S.-Palajori, Dist.-Deoghar, Dist.- Jharkhand, Pin.-815359 and includes their heirs, representative, executors, administrator and assigns and successors.

1. PREMISES , Shall mean total 27 Katha or 44.55 Decimal Danga Land situated under Mouza - Pardai, R.S. J.L. No. 76, L.R. J.L No- 001, L.R. Khatian Nos. 700, 701, 702, P.S.-New Township and proposed use for Residential Housing Complex.
2. NEW BUILDING , Shall mean and include the multi storied building up to higher limit as per Sanctioned Building Plan or as may be extended further to be constructed at the said land in accordance with the plan to be sanctioned by the Durgapur Municipal Corporation authority or appropriate authority as the case may be.
3. COMMON FACILITES 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.
4. 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.

5. OWNERS' ALLOCATION.

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

6. 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 Durgapur Municipal Corporation or appropriate authority as the case may be.

7. 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.

8. BUILDING PLAN, shall mean the plan or plans for the construction of the new building to be submitted or to be sanctioned by the Durgapur Municipal Corporation authority with the alterations and modifications as may be made by the developers with the approval of Durgapur Municipal Corporation authority or appropriate authority as the case may be from time to time.

9. 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.

10. 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.

11. TITLE DEED, shall mean an includes the following deeds and documents:-

- A. Deed of Sale Vide Sale Deed No. I-1860/2014,
- B. Deed of Sale Vide Safe Deed No. I-1867/2014,
- C. Deed of Sale Vide Sale Deed No. I-1822/2014,

- D. Deed of Sale Vide Sale Deed No. I-1823/2014,
E. Partition Deed No. I-4520 for the year 2016,
F. Deed of Sale Vide Sale Deed No. I-5207/2016,
G. Deed of Sale Vide Sale Deed No. I-5208/2016,
H. Deed of Sale Vide Sale Deed No. I-6902/2011,
I. Deed of Sale Vide Sale Deed No. I-9981/2013,
J. Deed of Sale Vide Sale Deed No. I-5741/2021,
K. Deed of Sale Vide Sale Deed No. I-1628/2022,
L. Deed of Sale Vide Sale Deed No. I-6244/2023,
M. Deed of Sale Vide Sale Deed No. I-6304/2023,
N. Deed of Gift Vide Gift Deed No. I-5321/2016,
O. Deed of Gift Vide Gift Deed No. I-6885/2023,
P. L.R.R.O.R
Q. Rent receipts

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.

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.

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. 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.
4. The said premises are free from all encumbrances, charges, liens, lispendents, attachments, trusts, debtors, walkf, mortgage, and acquisitions whatsoever.
5. 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.

(Hing)
Adv

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 build, 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 at its own cost and charges and developer 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 Regd. Development 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. That the Landowner shall execute a Regd. Development power of attorney in favour of the Developer after executed of Registered Development Agreement.
5. 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.

(Hingji)
Adv

ARTICLE -V . APARTMENT CONSIDERATION

- i) That the Landowners No.1 & 2 namely Tanmoy Majumdar & Krishna Kumar @ Krishna Kumar Upadhyay will get 38.5% (Thirty Eight point Five) percent each of Salable area including Parking space and Landowner No. 3 Rajesh Singh will get 25% (Twenty Five) percent of Salable area including Parking space together with the undivided impartibly proportionate interest in the said land according to the approved & permitted by the Durgapur Municipal Corporation and/or by the concerned authority, in respect of the "First Schedule" hereunder.

- ii) That the Developer will get the remaining units / flats / parking space / portions / constructed area, on the actual coverage / usage of the land, as per sanctioned building plan duly approved & permitted by the Durgapur Municipal Corporation, and/or by the concerned authority.
- iii) Consideration Shall mean Landowners No.1 & 2 namely **Tanmoy Majumdar & Krishna Kumar @ Krishna Kumar Upadhyay** will get a sum of Rs.50,00,000/- (Rupees Fifty Lakh) only each and Landowner No.3 **Rajesh Singh** will get a sum of Rs.10,00,000/- (Rupees Ten Lakh) only which shall be pay by the Developer as Security deposit at the time of execution of this Development Agreement, which will be adjusted at the time of handover of Landowner's allocation Flat and Car Parking space in favour of the Landowners, subject to payment/adjustment of TDS as per Govt. norms.
- iv) The Developer will get entire building/s together with the undivided importable proportionate interest in the said land and the common portions & structure of Salable Area both Flats and Parking according to approved Building Plan of DMC together with the undivided importable proportionate interest in the said land after providing "landowners' allocation as mentioned above in this agreement.
- v) That the Landowners shall bound to adjust of advance amount of Rs.1,10,00,000/- (Rupees One Crore Ten Lakh) only as per Rs.2800/- (Rupees Two Thousand Eight Hundred) only per Sq. Feet. of their Landowners' Allocation Flat in favour of the Developer.
- vi) That if the Developer fails to complete of the said Project within above mentioned stipulated period of time, the Developer shall bound to make compensate a sum of Rs.50,000/- (Rupees Fifty Thousand) per months till the date of completion of construction work in favour of the Landowners.
- vii) That the Landowners indemnified that before starting of construction work shall bound to give Registered Partition Deed in favour of the Developer for smooth functioning of Construction work.

Hmji
Ashu

- viii) The Landowner shall bind to provide Development Fees in respect of their "Landowners Allocation Flats" as per Builder's rate in favour of the Developer.
- ix) That the Developer shall bound to inform and handover a copy of Approved Building Plan within 7 days from the date of received from the competent authority and also bound to provides specific Allocation of all Landowners as per share ratio mentioned above by executing a separate "Allocation Agreement" in favour of the Landowners. It is also mentioned that the Landowners have right to choice 50% of Flats & Car Parking spaces of their "Landowners' Allocation Part".
- x) That the payment to the land owner any sum by way of consideration as mutually agreed upon. It can be lump sum payment, some portion of construction area or some percentage of sales realization, subject to TDS as per Income Tax Act 1961 as applicable time to time.
- xi) That the Allocation Flats of the Landowners will be distribute of the said propose residential Multistoried Building according to 50% choice of the Landowners and 50% choice of the Builder.
- xii) In consideration of the owners having agreed to permit to the developer to sell the flats and 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 DURGAPUR MUNICIPAL CORPORATION 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 shall born solely by the Developer.
- 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 39 months from the date of received all necessary permission from several authorities along with grace period of 6 months, which is the essence of this contract.

Home?
Adv

- E) The aforesaid shall constitute the apartment consideration for grant of exclusive right for development for the said premises.

ARTICLES-VI. LAND 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 DURGAPUR MUNICIPAL CORPORATION or highest concerned authority .
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 after delivered of their Allocation part in favour of prospective purchasers.

ARTICLE -VII .DEVELOPER'S ALLOCATION

In consideration of the above, the developer shall be entitled to get all Flats and Car Parking Spaces, except Land owners' own allocation upon Saleable 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 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.

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ARTICLE-VIII . PROCEDURE

1. Upon execution of these presents the Landowners shall bound to grant a Development power of Attorney in favour of the partners of the Developers firm with 15 days from the date of execution of this Development Agreement.
2. Immediately upon the Developer obtaining peaceful possession of the said premises/ vacant land with structure thereon the developer shall be entitled 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 Municipal Corporation 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 of 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 infavour 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.

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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 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 Salable 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 of owner and owner shall not in and 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.
6. In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna and also make a Maintaining office of the developer etc. In other words the entire roof right will be developed upon the Developers and the Developer shall have and will unconditionally enjoy the right to erect further and future structure on and over the roof after obtaining Sanctioned plan from the competent authority in that case the

owner also have a right to claim proportionately as per Landowners Allocation share as agreed by the Owners and the Developer.

7. The Developer have every right to use & develop the said Schedule property up to its higher limit as per sanction of the competent authorities time to time without any interference or objection of the Landowners.

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 39 months from the date of received all necessary permission from several authorities along with grace period of 6 months.
2. The developer shall erect the said building at his own cost as per specification and drawings in the sanctioned plan with common anilities 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 develops 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 impute 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 FACILITES

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 fina1 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 . OWNER'S 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 allocation of 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 remove all problem with their own expenses.

ARTICLE -XIV . DEVELOPERS' OBLIGATION

1. The Developer M/S VINAYAK CONSTRUCTION & DEVELOPERS [PAN-AAXFV3283B], confirms, accepts and assurance the Owners 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/municipal/Govt.

agencies. Any variation/alteration/modification from the original approved drawing/plan needs approval of the owners & the Architect before submission to the municipal/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.

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 Owners 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 for any incident or damage or loss during construction work.
7. That the Developer shall complete the Development work/Construction of building/flat at its own cost and expenses within 39 months from the date of received all necessary permission from several authorities along with grace period of 6 months.
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 and in this event of any loss to the owner for any act, action, inaction of the Developer, owner shall be indemnified by the Developer from all such present and future loss.
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

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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 owners 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 in respect of title of the property.

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 tire 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 the 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 constructed 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 after written consent of the Landowner 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 "VINAYAK'S GALAXY".
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 flood, 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 39 Months and grace period of 6 months if the Developer shall unable to complete the construction work, the Developer shall be liable to pay extra compensation amount per months as stated above.

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, Commercial and 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 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

ALL THAT piece and parcel of land measuring an area 27 Katha or 44.55 Decimal, situated in R.S. Plot No. 273, corresponding to L.R. Plot No. 82 at Mouza - Pardai, R.S. J.L. No. 76, L.R. J.L. No- 001, L.R. Khatian Nos. 700 (Area 4.84 Katha), 701 (Area 11.16 Katha) & 702 (Area 11 Katha), situated at Pardai, P.S.-New Township under the Jurisdiction of Durgapur Municipal Corporation Area, District of Paschim Bardhaman, classification of Land is Danga and proposed use for Residential Housing Complex.

Butted and bounded by:-

ON THE NORTH.-Vacant Land

ON THE SOUTH.- Vacant Land;

ON THE EAST.- Vacant Land;

ON THE WEST.- 80 Feet Metal Road

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

LAND OWNERS	ALLOCATION
MR. TANMOY MAJUMDAR	Will get 38.5% (Thirty Eight point Five) percent of Salable area including Parking space and a sum of Rs.50,00,000/- (Rupees Fifty Lakh) only as a Security deposits and the said amount will be adjusted at the time of delivery of Landowner's Allocation Flats & Car Parking spaces in favour of the Landowner as per his Land Area.
KRISHNA KUMAR @	Will get 38.5% (Thirty Eight point Five)

Tanmoy
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KRISHNA KUMAR UPADHIYAY	percent of Salable area including Parking space and a sum of Rs.50,00,000/- (Rupees Fifty Lakh) only as a Security deposits and the said amount will be adjusted at the time of delivery of Landowner's Allocation Flats & Car Parking spaces in favour of the Landowner as per his Land Area.
MR. RAJESH SINGH	Will get 25% (Twenty Five) percent of Salable area including Parking space and a sum of Rs.10,00,000/- (Rupees Ten Lakh) only as a Security deposits and the said amount will be adjusted at the time of delivery of Landowner's Allocation Flats & Car Parking spaces in favour of the Landowner as per his Land Area.

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/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 Durgapur Municipal Corporation.

SPECIFICATIONS

STEEL	: Concast-Maxx/Shyam Steel/elegant
SCTURTURAL	: As Specified by our Engineer.
BRICKS	: Red Bricks and any other standard Bricks, Blocks
CEMENT	: A Grade Cement
WATER SUPPLY	: Overhead Tank on the Roof
WALLS	: Conventional brickwork of 200mm (Out Side), 125mm (in side).
WALL FINISH	: Interior - Plaster of Paris/Wall Putty

	Exterior - Combination of weather cote.(Asian Paints/ Berger/ Nerolac)
FLOORING	: Vitrified Tiles with anti skit bath Room, Living-cum-Dining, Kitchen.
KITCHEN	: Kitchen platform made of Granite. Glazed tiles, up to the height of three feet from the platform. Stainless steel sinks.
TOILET	: Anti skit tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 6 Feet. Hindustan/Hind ware/ paryware sanitary fittings and ISI Mark/ CP fittings (as per supply) with a mirror, and one western type commode, one Indian/Italian type commode. Concealed plumbing and pipe work, Provision of geyser point.
DRAINAGE SYSTEM	: That the Developer shall provide proper drainage system.
DOORS	: Door frame made of Wood. Front Decorative Panel Door Flush Solid core/Panel doors and PVC Door in Toilet, Locks OF Stainless steel.
WINDOWS	: Aluminum Sliding door.
WIRING	: Standard concealed wiring for electricity. Average six points in each room including two nos. Two points for AC and Geyser. Television point at extra costs. Switches belonging to superior brands.
ELECTRIC	: Individual electric connection by own cost from W.B.S.E.D.C.L.* along with complete DG setup/Power back setup
OTHER	: MS grill in balcony and stair case.

Handwritten signature and initials.

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) Sourik Roy
S/O. Alok Roy
P/O. Panagarh Bazar.
P.M. - 713148.

Ranmoji Bhumdar

Krishna Kumar

2) Joyanta Chakraborty
S/O. Swapan Chakraborty
Vill+P.O. - Krishnamagan
Dist. Bankura
P.M. - 722202

Rijesh Singh

Signature of Land Owners

VINAYAK CONSTRUCTION & DEVELOPERS

Manas Bhattacharyya
Partner

VINAYAK CONSTRUCTION & DEVELOPERS

Sovadij Sinha
Partner

VINAYAK CONSTRUCTION & DEVELOPERS

Raj Tejwari
Partner

Signature of the Developer

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
Enrolment 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

Ramon Ajunder

ডান হাত Right Hand					
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বাম হাত Left Hand					



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color passport size photograph, finger print & attested by me

Krishna Kumar

ডান হাত Right Hand					
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বাম হাত Left Hand					



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color passport size photograph, finger print & attested by me

Rajesh Singh

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বাম হাত Left Hand					



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color passport size photograph, finger print & attested by me

Raj Teerai

ডান হাত Right Hand					
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color passport size photograph, finger print & attested by me

Marcus Bhattacharya

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color passport size photograph, finger print & attested by me

Suvadip Sinha

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বাম হাত Left Hand					

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color passport size photograph, finger print & attested by me



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



192023240180724988

GRN Details

GRN: 192023240180724988 Payment Mode: SBI Epay
GRN Date: 22/08/2023 11:16:54 Bank/Gateway: SBIEpay Payment Gateway
BRN : 9383202998423 BRN Date: 22/08/2023 11:18:40
Gateway Ref ID: 202323458312148 Method: State Bank of India New PG CC
GRIPS Payment ID: 220820232018072493 Payment Init. Date: 22/08/2023 11:16:54
Payment Status: Successful Payment Ref. No: 2002124600/3/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr RAJ TIWARI
Address: DURGAPUR
Mobile: 9593122999
Email: Rajalive4u@gmail.com
Period From (dd/mm/yyyy): 22/08/2023
Period To (dd/mm/yyyy): 22/08/2023
Payment Ref ID: 2002124600/3/2023
Dept Ref ID/DRN: 2002124600/3/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002124600/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	9511
2	2002124600/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	110014
Total				119525

IN WORDS: ONE LAKH NINETEEN THOUSAND FIVE HUNDRED TWENTY FIVE ONLY.

PAYED



DETAILS OF IDENTIFIER WITH PHOTO

(শনাক্তকারীর সচিত্র বিবরণ)

1. NAME (নাম) : SOUVIK ROY
2. FATHER/HUSBAND NAME : ALOK ROY
(পিতা/স্বামীর নাম)
3. OCCUPATION (পেশা) : OTHERS
4. PERMANENT ADDRESS (স্থায়ী ঠিকানা)
VILLAGE/TOWN (গ্রাম) Dangak Bazar
POST OFFICE (পোস্ট অফিস) Dangak Bazar
POLICE STATION (থানা) Kanwa PIN 713148
DISTRICT(জেলা) Panchajanya STATE (রাজ্য) W.B
5. RELATIONSHIP WITH SELLER/BUYER (দলিলের বিক্রেতা/দাতা গনের সহিত সম্পর্ক) _____
6. AADHAR NO 4338 2382 4531
PAN _____
EPIC NO _____

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

I, Souvik Roy as identifier identifying the executants
of the concerned deed (Query No.) 2002124600 / 2023

ছবি সহ দশ আঙ্গুলের টিপ ছাপ

LEFT HAND						
RIGHT HAND						

Souvik Roy
IDENTIFIER SIGNATURE
(শনাক্তকারীর স্বাক্ষর)

Major Information of the Deed

Deed No :	I-2306-08421/2023	Date of Registration	23/08/2023
Query No / Year	2306-2002124600/2023	Office where deed is registered	
Query Date	19/08/2023 11:46:02 AM	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], [4311] Other than Immovable Property, Receipt [Rs : 1,10,00,000/-]		
Set Forth value	Market Value		
	Rs. 83,73,640/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,011/- (Article:48(g))	Rs. 1,10,014/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



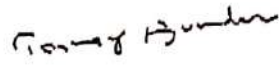


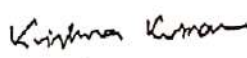


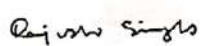
Land Details :

District: Paschim Bardhaman, P.S:- New Township, Municipality: DURGAPUR MC, Road: Unassessed Road (Pardai),
Mouza: Pardai, JI No: 1, Pin Code : 713206

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-82 (RS :-273)	LR-700	Bastu	Danga	4.84 Katha		15,01,053/-	Width of Approach Road: 80 Ft., Adjacent to Metal Road,
L2	LR-82 (RS :-273)	LR-701	Bastu	Danga	11.16 Katha		34,61,104/-	Width of Approach Road: 80 Ft., Adjacent to Metal Road,
L3	LR-82 (RS :-273)	LR-702	Bastu	Danga	11 Katha		34,11,483/-	Width of Approach Road: 80 Ft., Adjacent to Metal Road,
		TOTAL :			44.55Dec	0 /-	83,73,640 /-	
		Grand Total :			44.55Dec	0 /-	83,73,640 /-	











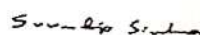
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Tanmoy Majumdar (Presentant) Son of Late Tarun Kumar Majumdar Executed by: Self, Date of Execution: 22/08/2023 , Admitted by: Self, Date of Admission: 22/08/2023 ,Place : Office	 22/08/2023	 LTI 22/08/2023	 22/08/2023
2/3, Rajendra Prasad Road, C-zone, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713205 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: BCxxxxxx5B, Aadhaar No: 67xxxxxxxx5169, Status :Individual, Executed by: Self, Date of Execution: 22/08/2023 , Admitted by: Self, Date of Admission: 22/08/2023 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Mr Krishna Kumar, (Alias: Krishna Kumar Upadhyay) Son of Ajit Kumar Upadhyay Executed by: Self, Date of Execution: 22/08/2023 , Admitted by: Self, Date of Admission: 22/08/2023 ,Place : Office	 22/08/2023	 LTI 22/08/2023	 22/08/2023
Panagarh Bazar, N.s. Road,, City:- Durgapur, P.O:- Panagarh, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713148 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: BGxxxxxx4R, Aadhaar No: 71xxxxxxxx0947, Status :Individual, Executed by: Self, Date of Execution: 22/08/2023 , Admitted by: Self, Date of Admission: 22/08/2023 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	Mr Rajesh Singh Son of Shri Lakshman Singh Executed by: Self, Date of Execution: 22/08/2023 , Admitted by: Self, Date of Admission: 22/08/2023 ,Place : Office	 22/08/2023	 LTI 22/08/2023	 22/08/2023
Pardai More, I Q City Road, Fuljhore, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: BPxxxxxx7B, Aadhaar No: 79xxxxxxxx8481, Status :Individual, Executed by: Self, Date of Execution: 22/08/2023 , Admitted by: Self, Date of Admission: 22/08/2023 ,Place : Office				




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	VINAYAK CONSTRUCTION & DEVELOPERS UPC-005, Bengal Ambuja, City Centre, City:- Durgapur, P.O:- City Centre, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216 , PAN No.:: AAXxxxxx3B,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 Manas Bhattacharyya Son of Tapan Kumar Bhattacharyya Date of Execution - 22/08/2023, , Admitted by: Self, Date of Admission: 22/08/2023, Place of Admission of Execution: Office	 <small>Aug 22 2023 3:18PM</small>	 <small>LTI 22/08/2023</small>	 <small>22/08/2023</small>
86, Sanchita Park, Bidhannagar, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx0A,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : VINAYAK CONSTRUCTION & DEVELOPERS (as PARTNER)				
2	Name	Photo	Finger Print	Signature
	Mr Raj Tiwari Son of Late Dewashish Tiwari Date of Execution - 22/08/2023, , Admitted by: Self, Date of Admission: 22/08/2023, Place of Admission of Execution: Office	 <small>Aug 22 2023 3:19PM</small>	 <small>LTI 22/08/2023</small>	 <small>22/08/2023</small>
Bankali Tala, Village:- Rajbandh, P.O:- Rajbandh, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx3M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : VINAYAK CONSTRUCTION & DEVELOPERS (as PARTNER)				
3	Name	Photo	Finger Print	Signature
	Mr Suvadip Sinha Son of Swapan Kumar Sinha Date of Execution - 22/08/2023, , Admitted by: Self, Date of Admission: 22/08/2023, Place of Admission of Execution: Office	 <small>Aug 22 2023 3:15PM</small>	 <small>LTI 22/08/2023</small>	 <small>22/08/2023</small>
5/119, Sammilani Park, Sector- 2, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BAxxxxxx8Q,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : VINAYAK CONSTRUCTION & DEVELOPERS (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Souvik Roy Son of Mr Alok Roy Panagarh Bazar, City:- Durgapur, P.O:- Panagarh Bazar, P.S:-Kanksa, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713148			
	22/08/2023	22/08/2023	22/08/2023
Identifier Of Mr Tanmoy Majumdar, Mr Krishna Kumar, Mr Rajesh Singh, Mr Manas Bhattacharyya, Mr Raj Tiwari, Mr Suvadip Sinha			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Rajesh Singh	VINAYAK CONSTRUCTION & DEVELOPERS-4.84 Katha

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Tanmoy Majumdar	VINAYAK CONSTRUCTION & DEVELOPERS-11.16 Katha

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr Krishna Kumar	VINAYAK CONSTRUCTION & DEVELOPERS-11 Katha

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- New Township, Municipality: DURGAPUR MC, Road: Unassessed Road (Pardai),
 Mouza: Pardai, JI No: 1, Pin Code : 713206

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 82, LR Khatian No:- 700	Owner:রাজেশ সিং, Gurdian:স্বন , Address:নিজ , Classification:ডাঙ্গা, Area:0.08000000 Acre,	Mr Rajesh Singh
L2	LR Plot No:- 82, LR Khatian No:- 701	Owner:তন্ময় মজুমদার, Gurdian:তন্ময় কুমার, Address:নিজ , Classification:ডাঙ্গা, Area:0.20120000 Acre,	Mr Tanmoy Majumdar
L3	LR Plot No:- 82, LR Khatian No:- 702	Owner:কৃষ্ণ কুমার উপাধ্যায়, Gurdian:অজিত কুমার, Address:নিজ , Classification:ডাঙ্গা, Area:0.19130000 Acre,	Mr Krishna Kumar

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,011/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 9,511/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2858, Amount: Rs.500.00/-, Date of Purchase: 26/07/2023, Vendor name: SOMNATH CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/08/2023 11:18AM with Govt. Ref. No: 192023240180724988 on 22-08-2023, Amount Rs: 9,511/-, Bank: SBI EPay (SBIEPay), Ref. No. 9383202998423 on 22-08-2023, 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

On 23-08-2023

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.

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 151103 to 151141

being No 230608421 for the year 2023.



Santanu Pal

Digitally signed by SANTANU PAL
Date: 2023.09.08 17:29:35 +05:30
Reason: Digital Signing of Deed.

(Santanu Pal) 08/09/2023

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.