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06 APR 2022

QUERY NO. / YEAR - 2001002028 / 2022

DEVELOPMENT AGREEMENT

OR

CONSTRUCTION AGREEMENT

Sl No. 2497 Date 15/03/22
Sold to Blue Onyx Private Limited
Address Durgapur-16
Value of Stamp 100/-
Date of Purchase of the Stamp
Paper from Treasury
Name of the Treasury from where
Purchase:-Durgapur

04 MAR 2022

Ram Prasad Banerjee
Stamp Vender
A.D.S.R. Office, Durgapur-16
Licence No-1/93



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

06 APR 2022

THIS DEVELOPMENT AGREEMENT is made at the Durgapur Additional District Sub-Registrar Office on this 06th day of April, 2022,

BETWEEN

1. **SRI CHINMOY MONDAL**, [PAN - AFSPM5059C & Aadhaar No. - 9110 1470 3821], son of Late Badal Chandra Mondal, by Nationality - Indian, by faith - Hindu, by Occupation Business, Permanent Resident at Village & Post - Baktar Nagar, P.S. - Raniganj, PIN Code - 713321, District - Paschim Bardhaman, and presently residing at C-79, Munshi Premchand Sarani, Bidhan Nagar, Sector - 2A,, Durgapur - 12, P.S. - New Township, PIN Code - 713212, District - Paschim Bardhaman, West Bengal, India; and
2. **SMT. KABITA MONDAL**, [PAN - AFSPM5058D & Aadhaar No. - 9805 3772 7740], wife of Sri Chinmoy Mondal, Daughter of Sriti Kantha Mondal by Nationality - Indian, by faith - Hindu, by Occupation Business, Permanent Resident at Village & Post - Baktar Nagar, P.S. - Raniganj, PIN Code - 713321, District - Paschim Bardhaman, and presently residing at C-79, Munshi Premchand Sarani, Bidhan Nagar, Sector - 2A, , Durgapur - 12, P.S. - New Township, PIN Code - 713212, District - Paschim Bardhaman, West Bengal, India;

hereinafter called and referred to as **LAND OWNERS** or **VENDOR** or the **FIRST PARTY** [which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns] of the ONE PART

AND

BLUE ONYX PRIVATE LIMITED [PAN - AAHCB6149D], is a company constituted under the Companies Act. and having its Registered Office at 14/14, Bengal Ambuja, City Centre, Durgapur - 713216, P.S. - Durgapur, District - Paschim Bardhaman, West Bengal, India;

Represented by the Directors

1. **Mr. KANCHAN SASMAL**, PAN - BCAPS6508L & Aadhaar No. 431845391367, Son of Late Achinta Kumar Sasmal, by Nationality - Indian, by faith - Hindu, by Occupation - Business, Residing at Quarter No. - 2 / 7, Bharati Road, Durgapur - 5, P.S. - Durgapur, PIN Code - 713205, District - Paschim Bardhaman, West Bengal, India; and
2. **SOFIKUL KHAN**, PAN - AMFPK6996C, & Aadhaar No. - 697732079601, Son of Abdul Khalek Khan, by Nationality - Indian, by faith - Muslim, by Occupation - Business, Residing at Kanakpur, P.O. & P.S. - Pashkura, PIN Code - 721152, District - Purba Medinipur, West Bengal, India;

hereinafter referred to as the **"DEVELOPER"** or the **SECOND PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors or successor-in-office, legal representatives, executors, administrators and/or assigns) of the OTHER PART.

WHEREAS the LAND OWNERS or VENDOR or the FIRST PARTY are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of land or premises or the property admeasuring about more or less **163 Decimal**, being situated at District - Paschim Bardhaman, Additional District Sub-Registry Office & Sub-Division - Durgapur, Durgapur Municipal Corporation, P.S. - New Township, Mouza - Fuljhore, J.L. No. - 107, Pin Code - 713206,

R.S. Plot No.	L.R. Plot No.	L.R. Khatian No.	Land use ROR	Land use Proposed	Area of Land as per Sale Deed	Regd. Deed No. & Date	TOTAL Area of Developing Land as per Parcha/ROR	Name of Owner
1171	4822	5544	Bahal	Bastu	11.32 Decimal	020600054/05.01.2018	34 Decimal	Chinmoy Mondal
1207			Bahal	Bastu	2.78 Decimal	020603404/13/06/2016		
			Bahal	Bastu	8.25 Decimal	020604918/30/10/2017		
			Bahal	Bastu	13 Decimal	02979/22/05/2009		
1208	4697	5544	Bahal	Bastu	6.2 Decimal	00494/02/02/2009	43 Decimal	Chinmoy Mondal
			Bahal	Bastu	13 Decimal (Gift)	020604224/31/08/2017		
			Bahal	Bastu	13.25 Decimal	06061/09/10/2022		
			Bahal	Bastu	5.77 Decimal	04098/28/05/2010		
			Bahal	Bastu	5 Decimal	00207/19/01/2009		
1209	4695	5544	Baid	Bastu	14 Decimal	230602901/14/03/2022	14 Decimal	Chinmoy Mondal
1210	4675	5544	Bahal	Bastu	10 Decimal	020601612/23/03/2018	10 Decimal	Chinmoy Mondal
1210	4694	5544	Bahal	Bastu	5 Decimal	020607718/05/11/2015	5 Decimal	Chinmoy Mondal
TOTAL = 106 Decimal								

AND

R.S. Plot No.	L.R. Plot No.	L.R. Khatian No.	Land use ROR	Land use Proposed	Area of Land as per Sale Deed	Regd. Deed No. & Date	TOTAL Area of Developing Land as per Parcha/ROR	Name of Owner
1208	4697	5545	Bahal	Bastu	7 Decimal	00494/02/02/2009	7 Decimal	Kabita Mondal
1171	4822	5545	Bahal	Bastu	32.5 Decimal	03801/02/06/2008	50 Decimal	Kabita Mondal
1207				Bastu	13 Decimal	02979/22/05/2009		
1207				Bastu	5.181 Decimal	020603403/13/06/2016		
						TOTAL = 57 Decimal		

Total Land = 106 Decimal (Chinmoy Mondal) + 57 Decimal (Kabita Mondal) = 163 Decimal; hereinafter called the "SCHEDULE PROPERTY", which was duly purchased by the present Land Owners (Sri Chinmoy Mondal and Smt. Kabita Mondal), from respective Land Owners as per above respective registration sale Deed and they duly muted the Schedule mention property in their own name and they have hold and possessed as well as present owner of land area more particularly described in the below mentioned Schedule Property.

AND WHEREAS previously, the Land owners and the Developer have already entered into a Development Agreement dated 20.09.2019 duly registered being No. 020605903 for the year 2019, Volume number 0206-2019, Page from 133811 to 133854 before the A.D.S.R. Durgapur dated 27.09.2019 by virtue of which the Land Owners put the Developer to develop the land admeasuring about more or less 190 (One Hundred Ninety) decimal, being situated at District - Paschim Bardhaman, Additional District Sub-Registry Office & Sub-Division - Durgapur, under Durgapur Municipal Corporation, P.S. - New Township, Mouza - Fuljhore, J.L. No. - 107, Pin Code - 713206, but unfortunately, there are several errors had been discovered in the said deed of agreement which cannot be rectified and as such said registered development agreement being No. 020605903 for the year 2019, before the A.D.S.R. Durgapur is hereby stand cancelled and non-effective from this date and this Development Agreement is being made afresh.

AND WHEREAS, the Land Owners has desired to develop the below mentioned Schedule Property by construction of a Multi-storeyed Building Complex Compound upto maximum limit of floor consisting of so many flats, parking space, shops and amenities for residential feature and provide many others daily needs to pleasantness the inhabitants in their modern lifestyle inside the said compound as commercial aspect.

AND WHEREAS, for the above aspiration, the Land Owners has been searched a Developer to develop the land more particularly described in the below mentioned Schedule Property into a Multi-storeyed Building Complex Compound to the Residential accommodation with a commercial benefit.

AND WHEREAS, the Developer herein have approached the Land Owners with an intention to develop the said property of the Land Owners and pursuant to the negotiations by and between the parties hereto and subject to the necessary approval being granted by the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 which approval/sanction is agreed to be persuaded by the Developers at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the Durgapur Municipal Corporation which responsibility is agreed to be shouldered by the Developers herein as a result of which hereof the Land Owners are desirous of appointing the Developers as develops of the said property by erecting new Multi-storeyed Building Residential Complex compound thereon, more particularly

described in the Schedule hereunder written for the consideration and upon the terms and conditions hereinafter appearing:

AND WHEREAS, the Developer or the SECOND PARTY is a company constituted under the Companies Act, and the said Developer company has already earned credential and experience over various project of Multi-storeyed Building (Housing) Complex.

AND WHEREAS, the Developer accepts the proposal of the Land Owners to develop the said Schedule Property by erecting new Multi-storeyed Building Residential Complex Compound (as per approved Plan).

AND WHEREAS, the Land Owners and the Directors of the Developer Company has been meet in a round table open discussion at the Suhatta Complex, City centre, Durgapur - 713216 in presence of their Advocate and well-wishers with a view to successfully completion of the Project of Multi-storeyed Building Complex Compound in the below mentioned Schedule Property and with the object of selling the consisting flats and apartments as well as shop to the prospective purchasers and it is unanimously resolved that the project name is "PPP ETERNIA" in the below mentioned Schedule Property.

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

NOW WHEREAS BOTH THE PARTIES are cordially related to each other and after deep deliberation they made this present deed and it is here by mutually agreed to avoid future disagreement among the parties to have an instrument in writing AND THIS AGREEMENT WITNESSETH and it is mutually agreed by and between the parties as follows:

ARTICLE-I

DEFINITION

Unless this presents it is repugnant or inconsistent with:

1. **LAND OWNERS** shall mean the Land Owners mentioned in this indenture hereinabove and/or its successors, legal representative, heirs, executors, administrators and assigns.
2. **DEVELOPER** shall mean BLUE ONYX PRIVATE LIMITED being represented by its Directors as mentioned in this indenture hereinabove and/or its successors-in-office, legal representative, heirs, executors, administrators, nominees, liquidator and/ or assigns.
3. **PROPERTY** shall mean all the land premises mentioned in the Schedule hereunder written within the limits of the Durgapur Municipal Corporation, District - Paschim Bardhaman, and delineated on the plan hereto annexed and thereon shown

surrounded by a red colour boundary line which more particularly described in the below mentioned Schedule Property.

4. **BUILDING** shall mean the new Multi-storeyed Building Residential cum Commercial Complex Compound namely "PPP ETERNIA", at Durgapur - 713206, for residential purposes with a commercial benefit only to be erected, promoted, constructed, developed and built up in the premises of the schedule property in accordance with the plan to be sanctioned by the Durgapur Municipal Corporation.
5. **BUILDING PLAN** shall mean approved drawing sketch or plan of the residential cum commercial project of building to be sanctioned by the Durgapur Municipal Corporation in accordance with the building rules in the name of the Land Owners and it shall also include variation, modification, alteration thereon may be made by the Land Owners as an amendment plan and all revision, renewals and extensions thereon if any may be made by the Land Owners as a revised plan and the cost responsibilities or the construction charges and expenses will be provide by the Developer.
6. **ARCHITECT** shall mean person or firm to be appointed or nominated by the Land Owners and the Developer to made drawing sketch or plan of the residential cum commercial project for Construction of the proposed building.
7. **ADVOCATE** shall mean person or firm to be appointed or nominated by the Land Owners and the Developer for prepare and maintain of legal matters and registration process.
8. **TRANSFER** arising as grammatical variant or shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer or space/flat in multi-storied building to the intending purchaser and/or purchasers thereof save and expect the Land Owners' and Developer's allocation hereinafter special referred to.
9. **TRANSFEREES** shall mean the person or body of individual, firm, limited, company, association or persons to whom any space/flat in the building is proposed to be transferred on ownership basis for Residential purpose by a Deed Conveyance for a valuable consideration by the Land Owners and Developer jointly or the respective space/flat of the said building and/or otherwise.
10. **TIME** shall mean the Project construction shall be completed a total period of 48 (forty eight) months from the date of approve sanctioned plan and additional grace period of six months if required. If the Developer fails to complete the said construction within stipulated period, then the Land Owners shall have legal right to take over the incomplete property as well as such type of unfinished Project work from the present Developer. And simultaneously the Land Owners shall have right to appoint a fresh and financially capable new Developer through open bid to complete the said Project

work. And accordingly Land Owners will be refund the amount of the actual cost of the said partial Project work or on-going development work to the defaulter Developer. And collection of open bid money will be delivered to the defaulter Developer except and save the money for the land of the said schedule property of the Land Owners.

If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant.

11. **COMMENCEMENT** This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.
12. **COVERED AREA** shall mean the plinth area of the building measuring at the floor level of the ground floor or any storied and as shall be computed by inclusion of the thickness of the internal and external walls.
13. **COMMON AREA** shall mean the area of the lobbies, staircase, landing and other portions of the building intended or required for ingress in and egress from any portion/flat or for providing free access to such portion/flat for the use of the flats/rooms i.e. common Security person Quarters (if any), water pump room in the ground floor and open terrace of the top floor etc. as per sanctioned building plan or plans and/or as may be decided by the Developer in consultation with the Land Owners.
14. **COMMON PORTIONS** shall mean the common installation in the building for common use and utility i.e. plumbing, electrical, drainage, and other installations, fittings, fixtures and machinery which are not exclusive for any portion/flat.
15. **COMMON FACILITIES AND AMENITIES** shall include corridors, staircase, elevator, water pump, pump house, overhead tank, and such other facilities which may be mutually agreed upon by and between the parties and required for the location free enjoyment, maintenance, upkeep and/or proper management of the building.
16. **PROPORTIONATE** shall mean where it refers to the share of any purchaser(s) who shall be agreed to purchase or own any flat or portion in the New Building including the land or common area or parts then such proportionate shares shall be the same as to the covered area of the flats in the new building the Land Owners' area and where it refers to share of any rates/taxes, common expenses then such share of the whole shall be determined on the basis of which such rates/taxes as are being respectively levied.
17. **PROJECT** shall mean the development of land by construction of the proposed Multi-storeyed building Residential Complex Compound with a commercial benefit in the name of "PPP ETERNIA", Durgapur - 713206 for selling of the flats/portion/parking of the Building.
18. **SINGULAR** shall include the plural and vice versa.

19. **MASCULINES** shall include the famine and vice versa.
20. **HOLDING ORGANISATION** shall mean Association, Limited Company or Co-operative or Registered Society that may be nominated or formed by the Land Owners/Developer.
21. **COMMON ELEMENTS** shall mean those limited common elements which are for the use COMMON ELEMENTS of or benefit of all the units as more fully and particularly described of all the units as more fully and particularly described in the SECOND SCHEDULE hereinafter written.
22. **ROOF** shall mean and includes the roof of the said building on the top of the terrace and the roof right will be exclusively belongs to the all flat owners.
23. **SUPER BUILT UP AREA** shall mean covered area + Proportionate share of common area = Total super built up area.
24. **RATIO** shall mean that share of allocation of the complete project work or raising the development and construction of a Multistoried Building Complex over the said schedule landed property in respect of the Developer and the Land Owners ratio is to 65% : 35% in respect of Super Built up area of the said Project, which elaborately mention in the Annexure Plan of allocated share between the Land Owners and the Developer.
25. **RATIO & ALLOCATION OF THE LAND OWNERS** shall mean that the Land Owners thereto in consideration of allowing the Developer to develop the said schedule landed property as stated in the First Schedule herein below by raising the development and construction of a Multistoried Building Complex over the said schedule landed property and this development Agreement proposed to any construction which is beneficial to Developer and as per the approve sanctioned plan of the Competent Authority and in lieu of which the Developer agreed that they shall be bound to handover **35% share (Thirty Five Percent share)** to the Land Owners in respect of the Super built up area in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities & amenities of the said building, which elaborately mention in the Annexure of allocated ratio.
26. **RATIO & ALLOCATION OF THE DEVELOPER** shall mean ALL THAT rest / balance **65% share (Sixty Five Percent Share)** will be allocated in favour of the Developer in respect of the Super built up area raising the development and construction of a Multistoried Building Complex over the said schedule landed property and this development Agreement proposed to any construction which is beneficial to Developer and as such the Developer will be sell each and every unit / flat / parking to earn money which calculate on the basis of the Super built up area in the said Multistoried

Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities of the said building, which elaborately mention in the Annexure of allocated ratio.

27. **RERA** stands for **Real Estate Regulatory Authority** came into existence as per the Real Estate (Regulation and Development) Act, 2016 which aims to protect the home purchasers and also boosts the real estate investments. **RERA** shall mean here that the Land owners Serial No. 1 & 2 (Mr. CHINMOY MONDAL & Mrs. KABITA MONDAL) and the Developer as the Board of Directors BLUE ONYX PRIVATE LIMITED (Mr. KANCHAN SASMAL & SOFIKUL KHAN) have to be strictly following the guideline of the RERA.
28. **ADVERTISEMENT** shall mean that the Land owners do hereby allow and permit the Developer to display Advertisement / glow-sign board at project site or any other places at any time after execution of this Agreement. That the Developer with the consent of the Land Owners shall have liberty to generate funds by advertisements, selling, booking of the shops/ offices/ flats/ apartments / parking of the multistoried building proposed to be constructed on time over the said plot of land. The Developer with the written consent of the Land Owners or Board Meeting resolution as per fixation of booking Rate of the units/ flats, the Developer shall be entitled for booking of the units/ flats of the proposed construction of the building complex and to receive the payments in lieu of such sale/ booking of the units/ flats over the said schedule landed property in respect of the Developer and the Land Owners ratio is to 65% : 35%. That is equal to receive payment from selling price to the Developer has entitled 65% share (Sixty Five Percent Share) money and the Land Owners has also entitled 35% share (Thirty Five Percent share) money.
29. **BOARD MEETING** shall mean that a Board or committee will consist to fulfilment the object of the project to smoothly complete the new Multi-storeyed Building Complex Compound for residential purposes with a commercial benefit only to be erected, promoted, constructed, developed and built up in the premises of the schedule property in accordance with the plan to be sanctioned by the Durgapur Municipal Corporation and in view of that the Board members are consist of four persons in which two persons on the one part of the Land Owners or their authorised person and two persons on the other part of the Developer or their authorised person (if any legal aspect or compliance has to be decided, then advocate will present on that Board meeting). All the decision of the Board meeting shall be written in Board meeting resolution book. Selling Rate will be finalised time to time as per market potentiality in the Board meeting. In the Board meeting a special resolution will be written whichever is/was not written in this Development Agreement.
30. **INTENDING BUYERS / PURCHASERS** shall mean that the Land Owners and the Developer shall have full liberty to sale of flat or built up spaces (i.e. apartments) out of

the multistoried building proposed to be constructed on stipulated time period over the said plot of schedule land together with the undivided share and interest in the said plot of land to the intending buyers / purchaser and therefore the developer shall also have absolute right, power and authority to receive all moneys from such buyers being the agreed sale price thereof and to retain and appropriate the same.

ARTICLE-II

COMMENCEMENT AND FIELD OF THIS AGREEMENT

1. This agreement shall come into effect automatically and immediately on execution of these presents by and between the parties hereto subject of making payments of money as per condition mentioned in the agreement.
2. Field of this Agreement means and include all acts & rules in connection with the promotion and implementation of the said project till the execution of Registered Deed of Sale or Conveyance or Transfer in favour of the forthcoming purchaser(s) or its nominee/nominees in terms of the Agreement to the respective flat owner(s) portion in the proposed building together with undivided right, title and interest in the land of the said schedule property premises.

ARTICLE-III

LAND OWNERS' REPRESENTATION

1. That the Land Owners or the First Party or the First Part are absolutely seized, owned and possessed and sufficiently entitled to all those pieces or parcels of Bahal land proposed to use as Housing Complex or premises one of which is the property admeasuring more or less 106 Decimal of Chinmoy Mondal and 57 Decimal of Kabita Mondal together with total land 163 Decimal; more particularly described in the below mentioned Schedule Property.
2. That the Schedule Property is free from all sorts of encumbrances, attachments, charges, acquisition, requisition, legal flaws, claims, demands, dues, notices, religious or family disputes, legal proceeding in any court of law etc. in any nature whatsoever.
3. That the said Schedule Property is majorly own acquired property of the Land Owners.
4. The Land Owners has agreed to cooperate with the Developer for the construction of a superstructure on the land the said Schedule Property.
5. That the said Schedule Property is not affected by any Road Alignment.
6. That the Land Owners or the First Party or the First Part have not entered into any agreement with any person in respect of the said Schedule Property or create any change on the said Schedule Property and during pendency of this agreement for development of the said Schedule Property; the First Party shall not enter into any agreement with any other Developer or Promoter or create any change in respect of the proposed Multistoried Building to be constructed by the Developer on the said Schedule Property.

7. That no notice of attachments, acquisition or requisition received from any competent authority in respect of the said Schedule Property.
8. That the land Owners has no embargo or outstanding dues in respect of Income Tax and/or the land Owners has not received any notice of attachments from the Income Tax Authority under the provisions of the Income Tax Act 1961.
9. That the Land Owners shall comply with all application(s) and requisitions for the purpose of development of the said property.

ARTICLE-IV

LAND OWNERS' RIGHT AND OBLIGATIONS AND REPRESENTATIONS

1. The Land Owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said plot.
2. The Land Owners have absolute right and authority to develop the said plot of land.
3. The Land Owners will not carry any liability which has been created by the Developer by collecting money from any perspective buyers or by purchasing goods from different vendors during the construction and validity period of this agreement.

ARTICLE-V

DEVELOPER'S RIGHT AND RESPONSIBILITIES

The scope of work envisaged to be done by the Developer hereunder shall include:

1. That the Developer accepts the proposal of the Land Owners to develop the said schedule property by erecting new Multi-storeyed Building Residential Complex cum commercial complex thereon, more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions herein provided.
2. The Developer shall be erecting the earth and construction of new building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential use and shop can be constructed for commercial use. The Developers' responsibility shall include coordinating with all other statutory authorities and to complete construction of the building as well as project on the strength of work, man power, including architect, engineer, plumbing, electrification, beautification, sanitary fittings and installation of other facilities and amenities to provide to the prospective purchaser(s).
3. All outgoings including others rates, taxes duties and other imposition by the Durgapur Municipal Corporation or other competent Authority in respect of the said property up to the date of execution of this agreement shall be paid by the Land Owners and thereafter all such taxes whatsoever shall be paid by the Developer.

4. All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.
5. The Developer under no circumstances is entitled to handover to any other developer leaving behind the instant agreement to take Loan or borrow any amount.
6. The Developer is/will entitled to take Loan or borrow any amount from any Nationalized Bank or any Private Bank or any financial institution in respect of the below mentioned Scheduled Property and in this transection the Developer has taken full responsibility and liability to repay the said Loan amount or borrowing amount. It is pertinent to mention here that the Land Owners has not taken any responsibility and liability to repay the said Loan amount or borrowing amount of the Nationalized Bank or any Private Bank or any financial institution in respect of the below mentioned Scheduled Property.
7. That any person claiming under them shall not interfere, question, hinder, inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfilment of all obligations of the Developer towards the Land Owners.
8. The Developers will complete the construction of the building as well as project with the standard materials as would be available in market, good, proper and substantial more fully and particularly described in the Fourth Schedule hereunder written and in compliance with the said drawings and specifications as are contained in the said plan to be sanctioned by the Durgapur Municipal Corporation.
9. The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owners and to submit the same to the concerned authority in the name of the Land Owners at its own cost and responsibilities and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed New Building or project.
10. The Developer hereby undertakes to indemnify and keep indemnified to the Land Owners from and against any and all actions, charges, claims of any third party arising out of due to the negligence of noncompliance of any law, rules and regulations of the Durgapur Municipal Corporation or Government or any other Govt. or local bodies or authorities as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.
11. The Developer will complete the Project construction within a total period of 48 (forty eight) months from the date of approve sanctioned plan and additional grace period of

six months if required. If the Developer fails to complete the said construction within stipulated period, then the Land Owners shall have legal right to take over the incomplete property as well as such type of unfinished Project work from the present Developer. And simultaneously the Land Owners shall have right to appoint a fresh and financially capable new Developer through open bid to complete the said Project work. And accordingly Land Owners will be refund the amount of the actual cost of the said partial Project work or on-going development work to the defaulter Developer. And collection of open bid money will be delivered to the defaulter Developer except and save the money for the land of the said schedule property of the Land Owners.

12. The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the Land Owners indemnified.
13. The Developer shall obtain all necessary "No-Objection" certificates and procure "Completion Certificate" from all statutory and legal norms and keep the Land Owners indemnified.
14. The Developer or the Second Party has agreed to pay a sum of Rs. 10,00,000/- (Rupees Ten Lakh only) to the Land Owners or the First Party which will be adjusted in future from the selling prices of owner's allocated ratio in respect of the Multi-storeyed Building Complex Compound to be constructed over the said Schedule Property.

The Developer or the Second Party has already paid

- i) a sum of Rs. 5,00,000/- (Rupees Five Lakh only) in cheque vide No. 351151 dated 19/04/2019 of AXIS Bank, City Centre Branch in favour of Mr. Chinmoy Mondal (the Land Owners Serial No. 1) and
- ii) a sum of Rs. 5,00,000/- (Rupees Five Lakh only) in cheque vide No. 381160 dated 20/09/2019 of AXIS Bank, City Centre Branch in favour of Mrs. Kabita Mondal (the Land Owners Serial No. 2)

ARTICLE-VI

CONSIDERATION

1. The Owners and intending purchaser(s) shall have the right to use/enjoy the common areas and common facilities also of the building as described in the Schedule-II mentioned herein under together with other flat purchasers.
2. The Developers will make arrangement for obtaining completion certificate from the Durgapur Municipal Corporation and handover the same to the Land Owners within six months from the date of handing over the possession to the owners as well as to the prospective purchaser(s).

3. Right of sales/transfer of Owners allocation and rights to enter into agreement for sale/transfer by deed of Conveyance of Owners allocation to the prospective buyers of Owners allocation shall laying upon the individual Owner only.
4. Be it stated here that, besides the owners share, the Developer will entitled to get the balance portion of the Buildings with a right to sale to any intending buyer or buyers which the Developer deemed fit and proper.

ARTICLE- VII

PROCEDURE

1. The Land Owners may execute a Registered Development Power of Attorney in favour of the Developer after completion of the Registered Development Agreement or Construction Agreement.
2. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the Developer till the separation of apportionment of the flats in question among all consumers or purchasers.

ARTICLE- VIII

POSSESSION

After obtaining conversion certificate from the respective authority, the Land Owners shall handover to the Developer the physical possession of the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of any person or persons claiming under them. The delivery of possession must be in writing and should be signed both the Land Owners and the Developer subject to prior payment of money to the claimants as mentioned hereinbefore.

ARTICLE- IX

BUILDING

1. The Developer will at its own cost and responsibilities and on the basis of specification as per sanctioned Building plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner a total period of 48 (forty eight) months from the date of approve sanctioned plan with further additional grace period of Six (6) months if required.
2. The Developer will install and erect pumps, underground water storage, overhead reservoirs, electrification, Generator Back-up and permanent electric connection from the WBSEB / WBSEDCL / DPL in the said Building at their own costs and until

permanent electric connection is obtained, save and except the Security Deposit and Service charges will be paid for installation of new connection by WBSEB / WBSEDCL / DPL in the said Building.

3. The Developer shall at its own costs and expenses and without create any financial or other liability on the Land Owners, construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developer during the period of construction subject to the sanction of the appropriate Authority.
4. All cost, charges and expense relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land Owners shall have no liability whatsoever in this context.

ARTICLE- X

RATES AND TAXES

1. The Developer hereby undertakes and agrees to pay the Municipal tax, Holding Tax, water and other taxes as being paid by the Land Owners under this agreement till the development of the property from the date of taking over the possession.
2. On completion of the building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.
3. Goods and Services Tax (GST) will be applicable as per Government statute.

ARTICLE- XI

SERVICE AND CHARGES

1. On completion of the building and after possession of their respective allocated areas in the building, the Developer and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.
2. The service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other equipment or common use maintenance and general management of the building.
3. The Developer in consultation with the Land Owners and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management administration / maintenance and other schemes and as well Association of Owners of the respective flats as and when forms.

ARTICLE- XII

COMMON RESTRICTION

1. The transferees and occupiers shall, in any event not use the allotted area as warehouse or godown or storehouse and shall not store any inflammable or combustible articles/materials, such as hide skin, plastic, kerosene, foreign liquor country spirit etc. which may cause fire hazard to the said building.
2. None of the transferees and occupiers shall demolish or permit to demolition of any of the structure in their allocated portion or any part thereof.
3. Subject to the Developer fulfilling its obligation and commitments as specified herein the time, the Land owners shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.

ARTICLE- XIII

LEGAL COMPLIANCE

1. None it is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the appropriate acts, rules and statute purpose.

ARTICLE- XIV

OWNERS INDEMNITY

The owners hereby undertake to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land Owners.

ARTICLE- XV

TITLE DEEDS

The Land Owners shall preserved all original documents and the title deed/deeds and other allied papers related to the said land, at the time of execution of this agreement and the Land Owners shall delivered Xerox copy of all documents and the title deed/deeds and other allied papers related to the said schedule land against proper accountable receipt to the Developer. The Land Owners shall make available all original documents and the title deed/deeds for the purpose of verification of the Government Authority or Board of the Society or the Bank Authority or Bank's empanelment advocate as and when called for and without any hindrances.

ARTICLE- XVI

VALIDITY OF THE AGREEMENT

1. The validity of this agreement is four years from the date of approve sanctioned plan and

thereafter this development agreement will stand cancelled/dismissed/terminated automatically.

2. The Project construction shall be completed a total period of 48 (forty eight) months from the date of approve sanctioned plan with further additional grace period of Six (6) months if required and thereafter this development agreement will stand cancelled/dismissed/terminated automatically.
3. If the Developer fails to complete the said construction within stipulated period, then Land Owners shall have legal right to take over the incomplete property as well as such type of unfinished Project work from the present Developer.
4. And simultaneously the Land Owners shall have right to appoint a fresh and financially capable new Developer through open bid to complete the said Project work.
5. And accordingly Land Owners will be refund the amount of the actual cost of the said partial Project work or on-going development work to the defaulter Developer with interest as per prevailing rate of interest and also consider the cost and expenses done by the Developer for the purpose of obtaining plan permission from all the concerned Authority.
6. And collection of open bid money will be delivered to the defaulter Developer except and save the money for the land of the said schedule property of the Land Owners.
7. Section 202 of Indian Contract Act will be taken into consideration in case of death of any of the Land Owners after execution of Development Agreement.
8. This development agreement will stand cancelled/dismissed/terminated automatically if the terms and condition of this Agreement will not fulfill or violate.

If the time requires to be increased in that event both the parties i.e. the Developer and the Land Owners will settle the matter amicably if the circumstances for warrant.

ARTICLE- XVII

FORCE MAJEURE

1. Force Majeure is herein defined as:
 - a. Any cause which is beyond the control of the Developer
 - b. Natural Phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.
 - c. Accidents and disruption including but not limited to fires, explosive or equipment and power shortage.
 - d. Transportation delay due to force majeure of accidents.
 - e. Pandemic or Epidemic or Lockdown (Govt. Notification or circular) etc.
2. The Developer and/or land owners shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or owner mutually agree to extent time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and Land Owners.

ARTICLE- XVIII**JURISDICTION**

Courts of Durgapur along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these present between the parties hereto including specific performance of contract.

ARTICLE- XIX**ARBITRATION**

All disputes and difference arising in between the parties to this agreement shall on the First place be referred to unofficial arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly if necessary in accordance with the Indian Arbitration Act, 1996 to process, the dispute and difference and any entitled to proceed before the court of law as regards the said disputes and differences.

ARTICLE- XX**GENERAL CONDITIONS**

1. All appendices in this agreement are integral parts of this agreement.
2. All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties in presence of two witnesses and counter signed by the Advocate.

ARTICLE- XXI**DEVELOPERS INDEMNITY**

The Developer hereby undertakes to keep the Owners indemnified from and against all third parties' claims action arising out of any part or act of commission of the Developer in or relating to the construction of the said residential building complex.

ARTICLE- XXII**ALLOCATION OR RATIO OF THE LAND OWNERS & THE DEVELOPER**

1. That the Land Owners thereto in consideration of allowing the Developer to develop the said schedule landed property as stated in the First Schedule herein below by raising the development and construction of a Multistoried Building Complex over the said schedule landed property of this development Agreement proposed to any construction which is beneficial to Developer and as per the approval sanctioned plan of the Competent Authority and in lieu of which the Developer agreed that they shall be bound to handover **35% share (Thirty Five Percent share) to the Land Owners** in respect of the Super built up area in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities of the said building, which elaborately mention below in the Annexure of allocated ratio between the Land Owners (35%) and the Developer (65%).
2. ALL THAT rest / balance **65% share (Sixty Five Percent Share) will be allocated in favour of the Developer** raising the development and construction of a Multistoried

Building Complex over the said schedule landed property of this development Agreement proposed to any construction which is beneficial to Developer and as such the Developer will be sell each and every unit / flat (whole project unit or flat) to earn money which calculate on the basis of the Super built up area in the said Multistoried Building Complex to be constructed in the said Schedule land together with proportionate common areas and facilities of the said building, which elaborately mention below in the Annexure of allocated ratio between the Land Owners (35%) and the Developer (65%).

ARTICLE- XXIII

MISCELLANEOUS

1. The Land Owners and the Developer herein entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and the Land Owner but as joint Development Agreement between the parties hereto.
2. Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land Owners if delivery by hand and duly acknowledge and/or sent by prepaid registered post with acknowledgement due and shall likewise any notice require to be given by the Land Owners shall be deemed without prejudice of the owner mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.
3. There is no existing agreement regarding the development and/or the sale of the said plot of land and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners and the conforming hereto both hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises except the Developer herein.
4. Each terms of this agreement shall be consideration for the other terms.
5. Lift shall be installed for the use of the owners of the flats positively. ✓
6. It is agreed that the Land Owners may be purchase any land which is connected/adjacent to the schedule property and the Developer shall be given No-objection to develop the said land also with a view to an amendment development agreement. The Developer may develop comprising the land taken from the Land Owners and schedule premises taken from the Land Owners and schedule premises may be used for entry/exit purpose to other lands acquired from the Land Owners.
7. The Developers shall be liable to pay all charges and deposits for obtaining sewer, Water and Electricity connections and meters in the proposed building.
8. No right, title of the scheduled property (First Schedule as Land) is transferred in favour of the Developer by virtue of this Development Agreement. ✓

FIRST SCHEDULE ABOVE REFERRED TO:**(LAND)**

All that piece and parcel of land situated at District - Paschim Bardhaman, Additional District Sub - Registrar Office - Durgapur, P.S. - New Township, DMC Ward No. - 25, within Mouza - Fuljhore, J.L. No. - 107, Classification of land - *Bahal*, Pin Code - 713206,

R.S. Plot No.	L.R. Plot No.	L.R. Khatian No.	Land use ROR	Land use Proposed	Area of Land as per Sale Deed	Regd. Deed No. & Date	TOTAL Area of Developing Land as per Parcha/ROR	Name of Owner
1171	4822	5544	Bahal	Bastu	11.32 Decimal	020600054/05.01.2018	34 Decimal	Chinmoy Mondal
1207			Bahal	Bastu	2.78 Decimal	020603404/13/06/2016		
			Bahal	Bastu	8.25 Decimal	020604918/30/10/2017		
			Bahal	Bastu	13 Decimal	02979/22/05/2009		
1208	4697	5544	Bahal	Bastu	6.2 Decimal	00494/02/02/2009	43 Decimal	Chinmoy Mondal
			Bahal	Bastu	13 Decimal (Gift)	020604224/31/08/2017		
			Bahal	Bastu	13.25 Decimal	06061/09/10/2022		
			Bahal	Bastu	5.77 Decimal	04098/28/05/2010		
			Bahal	Bastu	5 Decimal	00207/19/01/2009		
1209	4695	5544	Baid	Bastu	14 Decimal	230602901/14/03/2022	14 Decimal	Chinmoy Mondal
1210	4675	5544	Bahal	Bastu	10 Decimal	020601612/23/03/2018	10 Decimal	Chinmoy Mondal
1210	4694	5544	Bahal	Bastu	5 Decimal	020607718/05/11/2015	5 Decimal	Chinmoy Mondal
TOTAL = 106 Decimal								

AND

R.S. Plot No.	L.R. Plot No.	L.R. Khatian No.	Land use ROR	Land use Proposed	Area of Land as per Sale Deed	Regd. Deed No. & Date	TOTAL Area of Developing Land as per Parcha/ROR	Name of Owner
1208	4697	5545	Bahal	Bastu	7 Decimal	00494/02/02/2009	7 Decimal	Kabita Mondal
1171	4822	5545	Bahal	Bastu	32.5 Decimal	03801/02/06/2008	50 Decimal	Kabita Mondal
1207				Bastu	13 Decimal	02979/22/05/2009		
1207		5545	Bahal	Bastu	5.181 Decimal	020603403/13/06/2016		Kabita Mondal
						TOTAL = 57 Decimal		

Total Land = 106 Decimal (Chinmoy Mondal) + 57 Decimal (Kabita Mondal)
= 163 Decimal;

Individual share of the Land owner's as follows:-

Land owner serial number 1) **Sri Chinmoy Mondal** has **106 Decimal** land;

Land owner serial number 2) **Smt. Kabita Mondal** has **57 Decimal** land;

ROR of Total Land = **163 Decimal** within the limits of Durgapur Municipal Corporation and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line and bounded of follows :-

- On the North : Canal & 49 feet wide Bidhan Park Road
 On the South : 16 feet wide Arvil Park Road
 On the East : Plot No. 1209(P) & Connected way to 16 feet wide Steel Park Road
 On the West : Plot No. 1171 (P)

SECOND SCHEDULE ABOVE REFERRED TO:

Common Uses

1. Staircase on all floors.
2. Staircase landing on all floors.
3. Common passage and lobbies on the ground floor.
4. Water tank, water pump, water pipe line and all other common plumbing installations.
5. Septic tank and sanitary line installations.
6. Common electrical wirings, fittings and fixture.
7. Drainage and sewers.
8. Pump set for lifting water to overhead water tank.
9. Firefighting system installation.
10. Boundary wall and main gates.
11. Such other common parts, area, equipment, installations, fixtures, fittings and spaces on or about the said buildings as are necessary for passage to or use and occupancy of the said flats in common and as may be specified and/or determined from time to time to be common parts after constructions and completion of the said building but excluding the roof and/or terrace and covered and uncovered car parking space and areas.
12. Lift facility on all floors.
13. Garret room on top floor and lift machine room & security room on ground floor.
14. Roof of the building.

THIRD SCHEDULE ABOVE REFERRED TO:

General Specification of the Building

- A. **FOUNDATION:** R.C.C. Column foundation and R.C.C. Framed structure based on individual columns from ground to top floor.
- B. **WALL:** 8"thick brickwork for outside wall and 3" thick Brick work all inside walls.
- C. **PLASTERING:** Sand Cement Mortar Plaster on inside and outside walls, ceiling etc.
- D. **DOORS:** on standard size fitting with handle and one household, one ring and one bolt for each of the inside flash door. The PVC frame with Pella will be fitted with each kitchen and toilet.
- E. **WINDOWS:** Iron glass Panel including Glass of 3mm thick and M.S. Grill.

- F. **KITCHEN:** Black stone over platform with a Black stone sink fitted with one Babcock point and 2'-0" height over oven platform also with white local glaze tiles finishing.
- G. **TOILET:** Gray Mosaic with Multi colour 2B chips with gray cement in SITU paneled by the glass Strip on Floor and Dado up to 5'-0" height finished with white local glaze tiles. One Indian Type water close white local pan for single toilet and one Extra English type commode only W.C. If provided, including P.V.C. Lowdown white local cistern, one C.P. Babcock point one C.P. Shower point shall be provided in each toilet
- H. **FLOORING:** In general flooring of gray cement site mosaic by the glass strip with 4" skirting Dado on all sides with 2B Multi colour chips in all bed rooms, drawing-cum-dining room, kitchen, toilet and etc.
- I. **DINNING/DRAWING:** One white local washbasin.
- J. **PLUMBING SANITATION:** Blue P.V.C. pipe to be used for outer and inner water connection as concealed works and P.V.C. Hedonist sanitary pipes and Fittings will be provided
- K. **ELECTRIC:** All wiring will be concealed up to and two lights, one fan and one 5 amp plug points in each bed room and one light and one exhaust fan points in each kitchen and two lights, one fan, one 5 amp plug in each Drawing-cum-dining room and one light point in each Toilet will be provided.
- L. **PAINTING:** Plaster of Paris will be provided on Inner sidewalls & ceiling of flats and to the outer walls of the Building will be finished with snow cream.
- M. **WATER SUPPLY:** water supply will be provided by Durgapur Municipal Corporation with pumps through overhead reservoir.
- N. **COMMON FACILITIES:** Septic Tank, Water Supply Arrangements, Path ways, Lift, Boundary wall, Roof, meter space and other as stated hereinabove.
- O. **LIFT DETAILS:** 6 Passengers 408 Kgs (1 set) semi-automatic lift with SS body.
- P. **ELECTRIC METER:** Charges of procurement of Main Electric Meter will be provided on separately by the individual flat owners and the landowners. In case of installation of Transformer, the costs of the same are also to be borne by all flat owners and all the charges for the same will be paid proportionately.
- Q. **EXTRA WORK:** Any extra work viz. difference costs of site mosaic and enable, 3/4th part of balcony grill, costs of collapsible gate and other works then our standard specification given, hereinabove shall be treated as extra work and such amount will be paid by all proposed flat owners before the execution of the work. The rates of extra work will be at per prevailing market price to be decided by the Developer & Land Owners. No outside work of the individual flat will be allowed for doing the said extra work (s).

FOURTH SCHEDULE REFERRED TO ABOVE SHOULD BE BORN BY THE FLAT OWNER(S)

[Maintenance Charges]

- I. Repairing, rebuilding, repainting, improving or other treating of Boundary walls, Building/s, Security Room & etc.
- II. Repairing, rebuilding of Garden & Roads, Ground, Drainage, Sewerage and etc.
- III. Repairing of Lift, Generator, community electric wiring. Electrical equipment & fittings and purchasing of new Lift, Generator, electrical equipment & fittings.
- IV. Repairing, rebuilding of underground & overhead water tank, pump, pipe line for water supply.
- V. Electric charges for all common areas.
- VI. Salary and wages of staff of maintenance.
- VII. BL & LRO rent & Municipality Taxes including Holding Taxes/Panchayat taxes for individual Flat/plot and all common parts situated at the above mentioned schedule property.

**ANNEXURE OF ALLOCATED RATIO
BETWEEN THE LAND OWNERS (35%) AND THE DEVELOPER (65%)
AS FOLLOWS:-**

BLOCK-1

FLOOR	A -1349	B -1339	C -1331	D-1343
1ST	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER
2ND	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER
3RD	LAND OWNER	DEVELOPER	DEVELOPER	DEVELOPER
4TH	LAND OWNER	DEVELOPER	DEVELOPER	DEVELOPER
5TH	LAND OWNER	DEVELOPER	LAND OWNER	LAND OWNER
6TH	LAND OWNER	LAND OWNER	LAND OWNER	LAND OWNER
7TH	DEVELOPER	LAND OWNER	LAND OWNER	LAND OWNER
8TH	DEVELOPER	LAND OWNER	LAND OWNER	DEVELOPER
9TH	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER
10TH	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER

BLOCK-2

FLOOR	A-1382	B- 1451	C - 1099	D-1318	E-1427	F- 1059
1ST	DEVELOPER	DEVELOPER	LAND OWNER	DEVELOPER	DEVELOPER	DEVELOPER
2ND	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER
3RD	LAND OWNER	LAND OWNER	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER
4TH	LAND OWNER	LAND OWNER	DEVELOPER	DEVELOPER	LAND OWNER	DEVELOPER
5TH	LAND OWNER	DEVELOPER	DEVELOPER	LAND OWNER	LAND OWNER	DEVELOPER
6TH	LAND OWNER	DEVELOPER	LAND OWNER	LAND OWNER	LAND OWNER	LAND OWNER
7TH	DEVELOPER	DEVELOPER	LAND OWNER	LAND OWNER	LAND OWNER	LAND OWNER
8TH	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER	LAND OWNER	LAND OWNER
9TH	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER
10TH	DEVELOPER	LAND OWNER	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER

BLOCK-3

FLOOR	A- 1499	B- 1473	C- 1294	D-1376	E -1179	F-1478	G-1450
1ST	DEVELOPER	DEVELOPER	LAND OWNER	DEVELOPER	DEVELOPER	LAND OWNER	DEVELOPER
2ND	DEVELOPER	DEVELOPER	LAND OWNER	DEVELOPER	DEVELOPER	LAND OWNER	DEVELOPER
3RD	DEVELOPER	LAND OWNER	LAND OWNER	DEVELOPER	LAND OWNER	LAND OWNER	DEVELOPER
4TH	LAND OWNER	LAND OWNER	DEVELOPER	DEVELOPER	LAND OWNER	LAND OWNER	LAND OWNER
5TH	LAND OWNER	DEVELOPER	DEVELOPER	DEVELOPER	LAND OWNER	DEVELOPER	LAND OWNER
6TH	LAND OWNER	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER	LAND OWNER
7TH	DEVELOPER	DEVELOPER	DEVELOPER	LAND OWNER	DEVELOPER	DEVELOPER	LAND OWNER
8TH	DEVELOPER	LAND OWNER	DEVELOPER	LAND OWNER	DEVELOPER	DEVELOPER	DEVELOPER
9TH	DEVELOPER	LAND OWNER	DEVELOPER	LAND OWNER	DEVELOPER	DEVELOPER	DEVELOPER
10TH	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER	DEVELOPER

**LAND OWNER ALLOCATION FLAT - 59 ;
DEVELOPER ALLOCATION FLAT - 111 ;
= TOTAL FLAT 170**

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of all the Land Owners and representative of the Developer are attested in additional pages in this deed being nos. 1(A) 1 pages & lay out or rough sketch of the land of the proposed multi-storeyed building being nos. 1(B) 1 page i.e. in total 2 number of pages and these will be treated as a part of this deed.

IN WITNESS WHERE OF THE OWNERS AND THE DEVELOPER here in above named have hereto set their respective hands and signed this DEED OF AGREEMENT OF DEVELOPMENT at Durgapur on the date, month and year hereinabove first above written in presence of witnesses mentioned herein below.

Chinmay Mondal

SIGNED AND DELIVERED by the LAND OWNER NO. 1 In presence of:

Kabita Mondal

SIGNED AND DELIVERED by the LAND OWNER NO. 2 In presence of:

BLUE ONYX PRIVATE LIMITED

Kanchan Mondal Director

SIGNED AND DELIVERED by the Directors No. 1 represented as the DEVELOPER in presence of:

BLUE ONYX PRIVATE LIMITED

Dr. Kue Khon Director

SIGNED AND DELIVERED by the Directors No. 2 represented as the DEVELOPER in presence of:

WITNESS in presence of:

1. **Mr. PIJUSH KUMAR ROY**
Son of Ashim Roy
Residing at - 35/3, Netaji Subhas Pally
P.S. - Coke - Oven
District - Paschim Bardhaman
2. **Mr. RAJA MONDAL,**
Son of Mr. Nityananda Mondal,
Resident of Ardhagram, Arddhagram,
P.O. - Ardhagram, PIN - 722143,
P.S. - Mejhia, District - Bankura.

Pijush Kumar Roy

Raja Mondal.

Drafted & Printed at my office to perused the Records & Documents & 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.

Jayanta Sarkar.
(JAYANTA SARKAR)
Advocate,

District Court of Paschim Bardhaman & Durgapur Court.
Enrolment No. = WB/65/1992 of West Bengal Bar Council.



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

GRN Details

GRN: 192021220214703651 Payment Mode: Online Payment
GRN Date: 30/03/2022 17:51:45 Bank/Gateway: State Bank of India
BRN : CKT2584122 BRN Date: 30/03/2022 17:03:39
Payment Status: Successful Payment Ref. No: 2001002028/2/2022
[Query No./Query Year]

Depositor Details

Depositor's Name: BLUE ONYX PRIVATE LIMITED
Address: ,14/14, CITY CENTER DURGAPUR 713216
Mobile: 7501639622
Depositor Status: Others
Query No: 2001002028
Applicant's Name: Mr JAYANTA SARKAR
Identification No: 2001002028/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001002028/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	74011
2	2001002028/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	10014
Total				84025

IN WORDS: EIGHTY FOUR THOUSAND TWENTY FIVE ONLY.

Major Information of the Deed

Deed No :	I-2306-03733/2022	Date of Registration	06/04/2022
Query No / Year	2306-2001002028/2022	Office where deed is registered	
Query Date	29/03/2022 11:37:58 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	JAYANTA SARKAR Durgapur Court, Durgapur - 16,Thana : New Township, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 7501639622, 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 : 10,00,000/-]	
Set Forth value		Market Value	
Rs. 7/-		Rs. 19,64,60,640/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,011/- (Article:48(g))		Rs. 10,014/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		






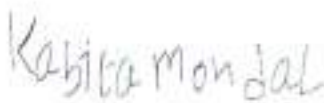
Land Details :

District: Paschim Bardhaman, P.S:- New Township, Municipality: DURGAPUR MC, Road: Arvil Park Road, Mouza: Fuljhore, , Ward No: 25 JI No: 107, 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-4822 (RS :- 1171,1207)	LR-5544	Other Commercial Usage	Bahal	34 Dec	1/-	4,09,79,520/-	Width of Approach Road: 81 Ft., Adjacent to Metal Road,
L2	LR-4697 (RS :-1208)	LR-5544	Other Commercial Usage	Bahal	43 Dec	1/-	5,18,27,040/-	Width of Approach Road: 81 Ft., Adjacent to Metal Road,
L3	LR-4695 (RS :-1209)	LR-5544	Other Commercial Usage	Bahal	14 Dec	1/-	1,68,73,920/-	Width of Approach Road: 81 Ft., Adjacent to Metal Road,
L4	LR-4675 (RS :-1210)	LR-5544	Other Commercial Usage	Bahal	10 Dec	1/-	1,20,52,800/-	Width of Approach Road: 81 Ft., Adjacent to Metal Road,
L5	LR-4694 (RS :-1210)	LR-5544	Other Commercial Usage	Bahal	5 Dec	1/-	60,26,400/-	Width of Approach Road: 81 Ft., Adjacent to Metal Road,
L6	LR-4697 (RS :-1208)	LR-5545	Other Commercial Usage	Bahal	7 Dec	1/-	84,36,960/-	Width of Approach Road: 81 Ft., Adjacent to Metal Road,

L7	LR-4822 (RS :- 1171,1207)	LR-5545	Other Commercial Usage	Bahal	50 Dec	1/-	6,02,64,000/-	Width of Approach Road: 81 Ft., Adjacent to Metal Road,
		TOTAL :			163Dec	7 /-	1964,60,640 /-	
		Grand Total :			163Dec	7 /-	1964,60,640 /-	







Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr CHINMOY MONDAL Son of Mr Badal Chandra Mondal Executed by: Self, Date of Execution: 06/04/2022 , Admitted by: Self, Date of Admission: 06/04/2022 ,Place : Office	Photo  <small>06/04/2022</small>	Finger Print  <small>LTI 06/04/2022</small>	Signature  <small>06/04/2022</small>
Village Baktar Nagar, City:- Not Specified, P.O:- Baktar Nagar, P.S:-Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713321 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFxxxxxx9C, Aadhaar No: 91xxxxxxxx3821, Status :Individual, Executed by: Self, Date of Execution: 06/04/2022 , Admitted by: Self, Date of Admission: 06/04/2022 ,Place : Office				
2	Name Smt KABITA MONDAL (Presentant) Wife of Mr CHINMOY MONDAL Executed by: Self, Date of Execution: 06/04/2022 , Admitted by: Self, Date of Admission: 06/04/2022 ,Place : Office	Photo  <small>06/04/2022</small>	Finger Print  <small>LTI 06/04/2022</small>	Signature  <small>06/04/2022</small>
Vill Baktar Nagar, City:- Not Specified, P.O:- Baktar Nagar, P.S:-Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713321 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFxxxxxx8D, Aadhaar No: 98xxxxxxxx7740, Status :Individual, Executed by: Self, Date of Execution: 06/04/2022 , Admitted by: Self, Date of Admission: 06/04/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BLUE ONYX PRIVATE LIMITED 14/14, Blue Onyx Private Limited, City Centre, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216 , PAN No.:: AAxxxxxx9D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr KANCHAN SASMAL Son of Late Achinta Kumar Sasmal Date of Execution - 06/04/2022, , Admitted by: Self, Date of Admission: 06/04/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
		Apr 6 2022 4:33PM	LTI 06/04/2022	06/04/2022
2 / 7, Bharati Road, 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.:: BCxxxxxx8L, Aadhaar No: 43xxxxxxxx1367 Status : Representative, Representative of : BLUE ONYX PRIVATE LIMITED (as Director)				
2	Name Mr SOFIKUL KHAN Son of Mr Abdul Khalek Khan Date of Execution - 06/04/2022, , Admitted by: Self, Date of Admission: 06/04/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
		Apr 6 2022 4:33PM	LTI 06/04/2022	06/04/2022
Kanakpur, City:- Not Specified, P.O:- Panskura, P.S:-Panskura, District:-Purba Midnapore, West Bengal, India, PIN:- 721152, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx6C, Aadhaar No: 69xxxxxxxx9601 Status : Representative, Representative of : BLUE ONYX PRIVATE LIMITED (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PIJUSH KUMAR ROY Son of Mr. Ashim Roy 35/3, Netaji Subhas Pally, City:- Durgapur, P.O:- Durgapur, P.S:-Coke Oven, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713202			
	06/04/2022	06/04/2022	06/04/2022
Identifier Of Mr CHINMOY MONDAL , Smt KABITA MONDAL , Mr KANCHAN SASMAL , Mr SOFIKUL KHAN			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr CHINMOY MONDAL	BLUE ONYX PRIVATE LIMITED-34 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr CHINMOY MONDAL	BLUE ONYX PRIVATE LIMITED-43 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr CHINMOY MONDAL	BLUE ONYX PRIVATE LIMITED-14 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr CHINMOY MONDAL	BLUE ONYX PRIVATE LIMITED-10 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mr CHINMOY MONDAL	BLUE ONYX PRIVATE LIMITED-5 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Smt KABITA MONDAL	BLUE ONYX PRIVATE LIMITED-7 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Smt KABITA MONDAL	BLUE ONYX PRIVATE LIMITED-50 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- New Township, Municipality: DURGAPUR MC, Road: Arvil Park Road, Mouza: Fuljhore, , Ward No: 25 JI No: 107, Pin Code : 713206

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 4822, LR Khatian No:- 5544	Owner:চিন্ময় মন্ডল, Gurdian:বাদল চন্দ্র, Address:নিজ , Classification:বহাল, Area:0.34000000 Acre,	Mr CHINMOY MONDAL
L2	LR Plot No:- 4697, LR Khatian No:- 5544	Owner:চিন্ময় মন্ডল, Gurdian:বাদল চন্দ্র, Address:নিজ , Classification:বহাল, Area:0.43000000 Acre,	Mr CHINMOY MONDAL
L3	LR Plot No:- 4695, LR Khatian No:- 5544	Owner:চিন্ময় মন্ডল, Gurdian:বাদল চন্দ্র, Address:নিজ , Classification:বাইদ, Area:0.14000000 Acre,	Mr CHINMOY MONDAL
L4	LR Plot No:- 4675, LR Khatian No:- 5544	Owner:চিন্ময় মন্ডল, Gurdian:বাদল চন্দ্র, Address:নিজ , Classification:বহাল, Area:0.10000000 Acre,	Mr CHINMOY MONDAL

L5	LR Plot No:- 4694, LR Khatian No:- 5544	Owner:চিন্ময় মন্ডল, Gurdian:বাদল চন্দ্র, Address:নিজ , Classification:বহাল, Area:0.05000000 Acre,	Mr CHINMOY MONDAL
L6	LR Plot No:- 4697, LR Khatian No:- 5545	Owner:কবিতা মন্ডল, Gurdian:চিন্ময় , Address:নিজ , Classification:বহাল, Area:0.07000000 Acre,	Smt KABITA MONDAL
L7	LR Plot No:- 4822, LR Khatian No:- 5545	Owner:কবিতা মন্ডল, Gurdian:চিন্ময় , Address:নিজ , Classification:বহাল, Area:0.50000000 Acre,	Smt KABITA MONDAL

On 06-04-2022

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

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

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

Presented for registration at 13:20 hrs on 06-04-2022, at the Office of the A.D.S.R. DURGAPUR by Smt KABITA MONDAL , one of the Executants.

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 19,64,60,640/-

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

Execution is admitted on 06/04/2022 by 1. Mr CHINMOY MONDAL , Son of Mr Badal Chandra Mondal , Village Baklar Nagar, P.O: Baklar Nagar, Thana: Raniganj, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713321, by caste Hindu, by Profession Business, 2. Smt KABITA MONDAL , Wife of Mr CHINMOY MONDAL , Vill Baklar Nagar, P.O: Baklar Nagar, Thana: Raniganj, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713321, by caste Hindu, by Profession Business

Identified by Mr PIJUSH KUMAR ROY , , Son of Mr Ashim Roy , 35/3, Netaji Subhas Pally, P.O: Durgapur, Thana: Coke Oven, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713202, by caste Hindu, by profession Service

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

Execution is admitted on 06-04-2022 by Mr KANCHAN SASMAL , Director, BLUE ONYX PRIVATE LIMITED (Private Limited Company), 14/14, Blue Onyx Private Limited, City Centre, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216

Identified by Mr PIJUSH KUMAR ROY , , Son of Mr Ashim Roy , 35/3, Netaji Subhas Pally, P.O: Durgapur, Thana: Coke Oven, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713202, by caste Hindu, by profession Service

Execution is admitted on 06-04-2022 by Mr SOFIKUL KHAN , Director, BLUE ONYX PRIVATE LIMITED (Private Limited Company), 14/14, Blue Onyx Private Limited, City Centre, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216

Identified by Mr PIJUSH KUMAR ROY , , Son of Mr Ashim Roy , 35/3, Netaji Subhas Pally, P.O: Durgapur, Thana: Coke Oven, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713202, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,014/- (B = Rs 10,000/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/03/2022 5:53PM with Govt. Ref. No: 192021220214703651 on 30-03-2022, Amount Rs: 10,014/-, Bank State Bank of India (SBIN0000001), Ref. No. CKT2584122 on 30-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,011/- and Stamp Duty paid by Stamp Rs 1,000/- by online = Rs 74,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2497, Amount: Rs.1,000/-, Date of Purchase: 15/03/2022, Vendor name: RAM PRASAD BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/03/2022 5:53PM with Govt. Ref. No: 192021220214703651 on 30-03-2022, Amount Rs: 74,011/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKT2584122 on 30-03-2022, Head of Account 0030-02-103-003-02



Santanu Pal

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2022, Page from 108718 to 108752

being No 230603733 for the year 2022.



Digitally signed by Santanu Pal
Date: 2022.04.06 17:59:48 +05:30
Reason: Digital Signing of Deed.

Santanu Pal

(Santanu Pal) 2022/04/06 05:59:48 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)