

19/07/22

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एन्डिबनएन पश्चिम बंगाल WEST BENGAL

AE 488977

Query No: 2000580030/2022

AGREEMENT FOR DEVELOPMENT

1. Date: The 25<sup>th</sup> day of February, Two Thousand and Twenty Two (2022).

2. Nature of document: Agreement for Development.

3. Parties: Certified that the Document is admitted to registration. The endorsement sheet attached with this document are the Part of this document.

Add. District Sub-Registrar  
Assensol, Dist - Paschim Bardhaman

25 FEB 2022

3.1 **Owner :**

**NADEEM IQBAL S/O Abdul Jabbar, Pan: AAJPI4138E** Citizen of India, by faith - Muslim, by occupation - Business, by Nationality - Indian, ~~residing at 70~~ Dr. M.N.Saha Road,(Formerly Hutton Road) opposite: Amarsaria Enclave, Asansol-713301 Dist: Paschim Burdwan.

Herein after referred to and called as the "**Owner**" (which term or expression shall unless excluded or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART/Owner**.

3.2 **Developer:**

**OMKARA INFRASTRUCTURES, Pan: AAHFO7356G** a partnership Firm having its office at S.P.Mukherjee Road 1<sup>st</sup> Right by lane Murgasol Asansol 713303 the said Firm being represented by one of its partner **Mr. JASWANT SINGH, S/o Late Jarnail Singh, Pan: AQEPS5892A,** Citizen of India, by faith - Sikh, by occupation - Business, residing at S.P.Mukherjee Road 1<sup>st</sup> Right by lane Murgasol Asansol 713303 hereinafter called and referred to as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors - in - Office, heirs, executors, legal representatives, administrators and assigns) of the **SECOND PART**.

*3/3* The term "Owner" shall unless excluded by or repugnant to the ~~subject~~ or context be deemed to mean and include his heirs, ~~successors,~~ administrators, executors legal representatives, nominees ~~and assigns.~~

*3/4* The term "Developer" shall unless excluded by or repugnant to the ~~subject or context~~ be deemed to mean and include the Partners for the



time being and their respective heirs, successors, administrators, executors legal representatives, nominees and permitted assigns.

4. **Definitions :**

The following terms and expressions shall in these presents have the respective meanings assigned to them herein below, unless the same by contrary to be repugnant to the subject or context:

- 4.1 **BUILDING** shall mean and include the blocks of multistoried building to be constructed by the Developer on the Premises so amalgamated in pursuance of this Development Agreement and in accordance with the sanctioned building plan sanctioned by the Asansol Municipal Corporation and as per the specifications mentioned in Schedule "B" hereto:
- 4.2 **COMMON EXPENSES** shall include all expenses for the management, maintenance and upkeep of the building, the Common Areas therein and the Premises and the expenses for Common Purposes of the Flat/Space Owner inclusive of the expenses mentioned in Schedule "C" hereto and shall be payable proportionately by the Flat/Space Owner periodically as maintenance charges:
- 4.3 **COMMON AREAS** shall mean and include the common portions to be made and erected for conveniently use by the Flat/Space Owner in common which are mentioned in Schedule "D" hereto:
- 4.4 **COMMON PURPOSES** shall include the purpose of managing and maintaining the Premises, the building and in particular the Common Areas rendition of services in common to the Flat/Space Owner and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/Space exclusively and the Common Areas in common.

4.5 **COVERED AREA** in relation in a Flat/Space shall mean, the Ground area covered immediately above the plinth level covered by the building but does not include the space covered by:

- a. Garden, Rockery, Well and Well structures, Plant Nursery, Water Pool, Swimming Pool (if uncovered), Platform round a Tree, Tank, Fountain, Bench, Chabutara with open top and unenclosed on sides by walls and the like;
- b. Drainage culvert, Conduit, Catch-pit, Gully-pit, chamber, Gutter and the like; and
- c. Compound wall, Gate, Slide/Swing door, Canopy, and areas covered by Chajja or similar Projections and Staircases which are uncovered and open at least on three sides and also open to sky.

But Such Flat/Space shall be covered by :

- a. Bed Room, Study Room, Hall, Living area, Drawing, Dining room, Kitchen, Balcony, Verandah, Toilet, Bath Room, Pantry, Store Room including proportionate area of the Stair, Lift, if any and the passage and lobby of the said floor stair;
- b. Also are included thickness of the walls (external or internal), the columns and pillars (therein will be provided) That if any wall, column or pillar be common between two Flat/Space, then one-half of the area under such wall, column or pillar shall be included in each such Flat/Space.

4.6 **FLAT/SPACE/UNIT Owner** shall according to the context, mean all Purchaser/s of different Flat/Space/Unit in the building and shall also include the Owner , Developer in respect of such Flat/Space which are retained and/or not alienated and/or not agreed to be alienated for the time being.



- 4.7 **PREMISES /LAND** shall mean the piece and parcel of "BASTU" lands in total measuring about 10 Kathas (0.16acre) more or less lying and located at S.P. Mukherjee Road 2<sup>nd</sup> Bye lane Murgasol Asansol-713303 Mouza Asansol R.S.Plot 800, RS Khatian No: 375 LR 983, LR Khatian No: 3801,3802 J.L.35 under Police Station - Asansol South, within the Local Limits of Asansol Municipal Corporation ward : 19(old) , Additional District Sub Registrar, Asansol, District - Paschim Burdwan, within the Local Limits of Asansol Municipal Corporation ward : 19(old) , Additional District Sub Registrar, Asansol, District - Paschim Burdwan, Pin - 7133303, morefully and particularly described in the Schedule "A" hereunder written.
- 4.8 **MUNICIPALITY/CORPORATION** : shall mean the Asansol Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the plan:
- 4.9 **PROPORTIONATE OR PROPORTIONATELY** shall mean the ratio between the covered area of the unit and the total constructed portion on the said Premises inclusive of the undivided share in the land comprised in the premises held by the Flat/ Space Owner:
- 4.10 **SANCTIONED BUILDING PLAN** : shall mean the new building plan to be sanctioned or any subsequently modified on exceptional or necessary reasons or "AS MADE" plan to be sanctioned by the Asansol Municipal Corporation at the cost of the Developer over the plot of lands:
- 4.11 **SUPER BUILT UP AREA** of a Flat/Space shall mean the area of a Flat/Space computed by adding an agreed fixed percentage .
- 4.12 **UNIT** shall mean the partly or wholly constructed Flat/Space in the building (which is agreed to be constructed by the Developer) and also

include proportionate undivided share in Common Portions of the building and Premises whatsoever as the case may be.

5. **OWNER's Allocations:**

The Developer agrees allot the following Unit in the proposed building to the Owner as per the following specifications:

(a) The Owner herein shall get 32%(Thirty Two) PERCENT more or less of the total constructed area of the proposed blocks of G+4 multi storied building to be constructed over the said land according to the sanctioned building construction plan from the concerned authority of Asansol Municipal Corporation includes all its floors, flats, stairs, lift, parking, together with proportionate share in the land of the Property/Property together with right to use and enjoy all Common Portions of the land and the building.

(b) **Whereas** above 32 percent more or less of OWNER's allocation will be demarcated as: Flat No A on 1<sup>st</sup> floor, Flat No : B on 4<sup>th</sup> Floor, Flat No: C 3<sup>rd</sup> Floor and Flat No: D on 2<sup>nd</sup> and 4<sup>th</sup> Floor and Four wheeler parking No: 1,2,3,4 and bike parking no : 1,2,3,4 on the ground floor of the building as per the proposed building plan of the schedule mentioned property(plan Annexed).

6. **Developer's Allocations:**

(a) The Developer will get the entire remaining and / or balance 68% (SIXTY Eight) PERCENT more or less constructed area of the building which includes all its floors, stairs, lift, the ultimate roof excepting the portion allotted for the Owner of the building together with proportionate share in the land of the



Property/Premises together with right to use and enjoy all Common Portions of the land and the building. Developer's allocation will be demarcated as entire remaining constructed area i.e Flat No A on 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floor, Flat No : B on 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Floor, Flat No: C on 1<sup>st</sup>, 2<sup>nd</sup> and 4<sup>th</sup> Floor and Flat No: D on 1<sup>st</sup> and 3<sup>rd</sup> Floor and the entire remaining two and four wheeler parking (excluding Owner allocation) as per the proposed building plan of the schedule mentioned property(plan Annexed).

7. **Background:**

**WHEREAS** the "BASTU" lands in total measuring about 10 Kathas (0.16acre) more or less lying and located at S.P. Mukherjee Road 2<sup>nd</sup> Bye lane Murgasol Asansol-713303 Mouza Asansol R.S.Plot 800, RS Khatian No: 375 LR 983, LR Khatian No: 3801,3802 J.L.35 under Police Station - Asansol South was previously owned and possessed by Sri Sujit Kumar Ray and Sri Samir Kumar Roy both son of Late Satiranjnan Roy and accordingly the said property has been duly and correctly recorded in their name in the said finally published in R.S. Khatian No: 375 of the said Mouza.

**AND WHEREAS** aforesaid Sri Sujit Kumar Ray and Sri Samir Kumar Roy while owning and possessing the above mentioned land sold and transferred the land to **NADIM IQBAL and SRI VISHAL** vide deed no: **04413** for the year 2010 registered at Asansol .

**AND WHEREAS** after such purchased **NADIM IQBAL and SRI VISHAL** got the land mutated in L.R. Record of Right in their respective names and enjoying the same free from all encumbrances.

**AND WHEREAS** as per the recital as descried hereinabove, the said **NADIM IQBAL** and **SRI VISHAL** became the sole and absolute Owner in respect schedule mentioned land and recorded their names in concerned B.L. & L.R.O. against the said lands and obtained Records of Right (Parcha) in their individual name and paying the khazna (revenue) to the Government according to their respective shares.

**AND WHEREAS** aforesaid **SRI VISHAL** while owning and possessing the above mentioned land sold and transferred his share of the land to his friend to **NADIM IQBAL**(herein referred as Owner) vide deed no: **230511479** for the year 2021 registered at Asansol .

**AND WHEREAS** the said Owner herein being desirous of developing the aforesaid Property/Premises by raising blocks of multi-storied building thereon with residential but in absence of experience and stringency of finance, the present said Owner is in search of better sufficiently experience and financially capable Developer who could do the needful construction over the aforesaid Properties/Premises as desired and expected.

**AND WHEREAS** the Developer herein being an experience and financially capable approached the said Owner herein to enter into an Agreement for Developing the aforesaid Property/Premises by constructing a blocks of multi-storied building with residential flats / commercial spaces etc. on the aforesaid Property/Premises as mentioned in the scheduled hereunder written with the object of selling such flats. However, the Developer will start constructions after obtaining the new building plan sanctioned from the authority of Asansol Municipal Corporation.

8. **Terms and Conditions :**



**NOW THESE PRESENTS WITNESSTH** and the parties hereby agree as follows :

1. That the Agreement shall deemed to have commenced on the form the date of execution of this Agreement.
2. This Agreement for Development is being made on the express understanding that the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.
3. That the Owner and Developer hereby declare that they have entered into this Agreement for Development purely as a contract/or joint venture basis, as nothing contained herein shall be deemed to constitute as partnership between them in any manner.
4. The Owner would handover vacant peaceful possession of the aforesaid Property/Premises to the Developer and entrust the absolute right and authority to work to develop the aforesaid Property/Premises in accordance with Sanctioned building Plan.
5. The Owner hereby give license and absolute possession to the Developer to enter upon the aforesaid Property/Premises with full right and authority with men and material and shall always co-operate with the developer to commence, carry on and complete development and construction thereon of the building in accordance with the Sanctioned building Plan and the particulars given in the Schedule hereto.
6. The Developer hereby agreed and undertakes to obtain all necessary and statutory sanctions and permissions for constructing a building with various Flat/Space on the aforesaid Property/Premises.

7. The Owner will hand over all necessary papers and documents such as Original Title Deeds, Chain Deed, Parcha, Khajna, Tax Receipt, Electricity Bill, Copy of the Voter ID Card, PAN Card of the Owner, Original Death Certificates, etc. in respect of the aforesaid Property/Premises in the Developer and the Developer will acknowledge those upon issuance of receipt.
8. The entire building shall be completed according to Sanctioned building Plan within **30 (Thirty) months** from the date of Earth excavation. It is to be noted that the time be extended for **Force Majure** described later on. However the Developer shall be allowed additional grace period of **06 (Six) months** after completion of the above mentioned period for completion of the building and will apply for Occupancy Certificate to the competent Authority within 36 months subject to Force Majure.
9. The Owner hereby gives permission to the Developer to enter upon any agreement or contract for the purpose of development and construction of the Building. The Developer may obtain finance for the Project from any bank or financial institution and necessary documents in that regard shall be signed and executed by the Owner subject to however that under no circumstances the Owner shall create any charge, mortgage or any other lien in respect of the Owner Allocation.
10. The Owner shall however on request to the Developer sign and execute the applications plans and any other documents necessary in relation to the said development and construction and the costs and expenses thereof would be borne by the Developer.
11. The Developer shall be entitled to make advertisements, hung up advertisement boards upon the aforesaid Property / Premises and do



such other things as may be required for the purpose of sale of Flat/Space in the Building without in any way prejudicing the interests of the Owner.

12. The Developer shall pay and discharge all taxes, rates and other levies on or in relation to the aforesaid Property / Premises and payable by the Owner from the date of execution of this Agreement for Development.
13. The Owner authorizing the Developer to exercise all the rights, powers, privileges and benefits of the Owner have, enjoy and possess over the aforesaid Property/Premises and the Developer shall not require and/or to obtain any further permission to exercise those rights, powers, privileges and benefits from the Owner .
14. That in case of death of any of the parties herein, the heirs and/or successors shall be bound by this Agreement for Development and continued with the terms and covenants of this Agreement for Development in place and stead of the deceased party/s.
15. The Owner agree to execute the necessary Power of Attorney in favour of the Developer, authorizing it to represent before any authority and to do all such acts and things that are necessary for development of the aforesaid Property/Premises and for the execution of this Agreement for Development and to obtain advance booking and/or entire consideration and registration of Deed of Conveyance in respect of prospective buyers for any Flat/ Space lying and situate in the Developer Allocation in the Building.
16. The Developer shall be at liberty to sell or allot Flat/Space lying and situate in the Developer Allocation in the Building over the aforesaid Property/Premises and to enter into agreements with the prospective Purchasers on such terms and conditions as the Developer might

think fit and proper without affecting any right or interest of the Owner and for that no further consent is to be required from the Owner .

17. The Owner agrees to execute and register Deed of Conveyance or join as Vendor in the execution thereof in favour of the prospective Purchasers of Flat/Space lying and situate in the Developer Allocation in the Building over the aforesaid Property/Premises. The Owner shall have no right to claim any amount to execute and register Deed of Conveyance in respect of Flat/Space lying and situate in the Developer's Allocation in the Building over the aforesaid Property/Premises save and except the OWNER's Allocation as state herein above.
18. The Stamp Duty and Registration Charges and all other charge in connection to execute and register Deed of Conveyance will be paid and borne by the intending Purchaser/s in respect thereof. The purchaser/s shall arrange for payment of Stamp Duty and Registration Charges and all other charges including the Advocate Fees in connection therewith. For the said purpose, the Developer shall have the exclusive authority to appoint Advocate who conduct the said agreement/s and/or conveyance/s, none other/s can be authorized.
19. That in the event the Owner without any valid and/or cogent reason decline or refuse to execute or register the Deed of Conveyance in favour of the prospective Purchasers of Flat/Space lying and situate in the Developer Allocation in the Building over the aforesaid Property/Premises, the developers covenant herein to get the execution and registration done through appropriate Court of Law.



20. Thus the terms and conditions of this Agreement for Development may be amended or modified or altered by mutual consent in writing by the parties hereto.
21. That save and except what are provided herein, the rights, interests and liabilities shall be governed by the law from time to time in force.
22. That the Developer herein shall be entitled and empowered by the Landowner herein that the Developer can amalgamate the schedule below property with the adjacent landowner of the adjacent properties for development purpose. On that aspect, the Vendor/Owner herein always execute, sign, all such deeds, documents, application, affidavit, declaration, etc. and also co-operate with the Developer herein all times without any delay and/or question.
23. On execution of this agreement for development, the Owner shall hand over the vacant and peaceful possession of the said property to the Developer and Developer shall thereafter be authorised to commence construction of buildings on the said land in accordance with the plans approved and/or sanctioned by the Asansol Municipal Corporation as and take such steps as may be necessary or expedient and incidental to carry out the development of the said land at their own costs, expenses. For the said purpose, the Developer shall be entitled to appoint Architects, Engineers, Surveyors, Contractors, Agents and other personnel and shall be entitled to take all such steps as may be necessary or incidental for such development and construction work at their own costs and expenses.
24. Immediately on the execution of these presents, the Owner herein shall execute a Development Power of Attorney in favour of the Developer or their Nominee(s) as may be desired by the Developer for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various

authorities in connection with the development to be submitted by the Developer on behalf of the Owner to the Competent Authority, Urban Land Ceiling, Asansol Municipal Corporation, ADDA or any other Government or Semi-Government authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developer on behalf of the Owner. The Owner hereby agree that the said Power of Attorney shall not be, under any circumstances, revoked by the Owner as long as these presents subsist and remain binding upon the parties hereto. If the said Power of Attorney is revoked by the Owner and delay is caused in developing the property hereby agreed to be developed the consequences arising thereof shall be at the costs of the Owner alone.

25. It is agreed and undertaken by the Developer that they shall at their own costs and expenses persuade the matter with ADDA, Asanol Municipal Corporation or any other Govt or semi Govt Authority, Electric Supply Agency for the purpose of removing the reservation/restriction, if any and for the purpose of allotting the plots under the Scheme, etc. and under no circumstances, the Developer shall call upon the Owner to pay the costs of such actions.
26. The Owner shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, authorities and other writings as may be necessary or required to enable the Developer for development of the said plot and to obtain approval of the Asansol Municipal Corporation and Planning Authority to the Plans, designs and drawings for putting up building and structures and shall on the execution thereon execute a Power of Attorney in favour of the Developer or their Nominee/s to enable them to develop the said property.



27. The Developer shall not commence any work of development on the said property, unless the no objection and commencement certificate is issued by the State Government/Municipality in favour of the Owner.
28. That on and from the date of the Developer notifying the said blocks of buildings having been made ready for the occupation, the Owner and/or intending Purchaser/s shall make the payments and others to Developer the amount/s for the services, maintenance, installations, sinking fund and others and/or given to the Developer. The Developer shall deposit the said Sinking Fund with the Maintenance Company formed solely by the Developer upon its discretion at and after the deduction of the dues and outstanding of the Owner and/or different Purchaser/s as the case may be. The Owner and Purchaser/s hereby agree that the apportionment of such maintenance costs, charges and expenses as also the rates, taxes and outgoings shall be made by the Developer on the basis of the respective areas of the Unit/s, Residential/s, Office/s etc. in the said project and the same shall be made by the Developer on the basis of the respective areas of several Unit/s, Residential/s, Office/s etc. in the said project and the same shall be conclusive, final and binding. The said Maintenance Company shall be having a memorandum of agreement with the Developer for the performances of the works and affairs relating to the maintenance and others at and under the said project as and when the completion of the said development hereof shall take place.
29. Holding Organisation and/or Maintenance Company shall mean and refer to any company, Association, Society to be constituted and formed for the purpose of maintenance and looking after new blocks of buildings after disposal of all saleable unit and areas and delivery of possession and execution of sale deed of all saleable units in the new building in favour of the respective purchasers/occupiers of the

Developer's allocation as defined hereinabove. Such Holding Organisation and/or Maintenance Company shall be formed by the Developer exclusively and the same shall be functioned till the Developer thinks fit and proper.

30. That for any act, actions, activities, declarations, oaths, disputes on the part of the Owner if the said proposed project cannot be materialized by the Developer which is not for its acts, actions, activities, declarations, oaths, disputes, on that event the Owner bind themselves for demurrage charges as assessed by the Developer plus expenses for measurement of the entire plot of land, posting security, cost of construction of boundary walls of the entire building, expenses for conversion of land, expenses for plan sanction, Municipal affair expenses, legal expenses, documents, transport charges and so many other and/or various charges incurred by the developer for the purpose of development of the said property plus entire construction cost which will be assessed by the Developer for the building so constructed over the said property upto and/or till that period. Over and above the Owner also agrees to pay Rs 45, 00,000.00 (Forty Five Lakhs) to the developers herein as business and time loss as damages.
31. That the developer hereby authorize by the Owner herein and also empowered and got every right to assign the said job of construction work over the said property to any third party suitable to it and on that event, the Owner shall not raise any objection to that effect and agree with the Developer herein for causing such assignment.

9. Covenants of the Owner :

*Madeem Jabal.*  
*Shawad - 5/2*



The Owner hereby covenant with the Development that:

- a) They have declared and confirmed that they are the only and absolute and sole Owner of the aforesaid Property/Premises exclusively belonged and in possession of themselves.
- b) They have good right, title and interest and full power absolute authority to execute this Agreement for Development with the Developer and the aforesaid Property/Premises is free from all encumbrances, liabilities etc, whatsoever:
- c) They hereby declares and confirms that the measurement of the aforesaid Property/Premises is in accordance with the Schedule hereto and is free from all encumbrances, attachment and liens whatsoever and there is no pending acquisition or requisition proceeding in respect thereof:
- d) They shall keep the Developer well and sufficiently save, harmless and indemnified from and against all manner of former encumbrances, liabilities, defect in right, title, interest, etc. whatsoever in respect of the aforesaid Property/Premises.
- e) The representation and covenants as mentioned hereinabove as well as Schedule all true and correct.
- f) Till date no legal proceeding or any other proceedings had been instituted or still pending in any Court of Law or in any where in relation to the title and possession concerning the said land.
- g) No dispute or difference exists between the various Owner of the said land and any other person concerning to or relating to the said land in any way whatsoever.
- h) Apart from the Owner herein none else have any right title interest or claim of whatsoever nature in the said land.

- i) No Notice or any proceeding is pending under the Public Demand Recovery Act and/or any other law for the time being in force in respect of the said land.
- j) No Agreement for Sale, Memorandum of Understanding or Mortgage or security or charges exists in respect of the said land or any part or portion thereof.
- k) The said land or any part or portion is not the subject matter of any requisition or acquisition proceedings of the land Acquisition Collector or Government or any other Public Authority or any other law for the time being in force or otherwise, nor the land Owner of the said land or their predecessor-in-interest receive such notices.
- l) The said land is free from all encumbrances charges liens and mortgage lispences Trust of whatsoever nature. That no mortgage or security is created against the said land at any financial institution/banks and the said land is free from all encumbrances.
- m) No Income Tax Recovery Proceedings or any other Recovery proceedings are pending against the Owner or their predecessors in interest.
- n) The Owner herein has clear marketable title of the said land free from all encumbrances charges liens and lispences.
- o) All the Owner is in peaceful possession of the said land.
- p) There is no bar or hindrance of the Developer to amalgamate the said lands in One holding nor there is any restriction under any State Law or by any notification to have the building plan sanctioned from the Asansol Municipal Corporation for proposed construction.



- q) The Owner herein will duly complete the mutation in his name and will pay the arrear taxes and record his name with Asansol Municipal Corporation as well as concerned Block Land and Land Reforms Officer.
- r) Shall at the costs and requests of the Developer, do execute all necessary documents as be reasonably required for construction of Building and to develop the aforesaid Property/Premises as per this Agreement for Development.
- s) Has not agreed, committed or entered into any Agreement for Sale, lease, sub lease, Mortgage, induct tenant or any other documents in respect of the Schedule mentioned aforesaid Property/Premises or any part thereof with any person or persons other than this Developer herein and they have not created any mortgage charges or any other encumbrances to any Bank or any Financial Institutions of the Schedule mentioned Property / Premises.
- t) Shall not do any act deed or thing whatsoever so that the Developer may be prevented from selling assigning or disposing of any part of the Developer Allocation of the proposed building or any work of construction.
- u) Shall always co-operate with the Developer and to sign and execute all necessary papers or documents necessary to transfer of the Developer Allocation hereby agreed:
- v) Shall immediately on the execution of these presents, the Vendor herein will execute a Power of Attorney in favour of the Developer or its Nominee(s) as may be desired by the Developer for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the development to be submitted by the Developer on behalf of the Owner to the Competent Authority, Asansol

Municipal Corporation, Town Planning Authority or any other Government or Semi-Government authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developer on behalf of the Owner .

- w) Shall not cancel and/or rescind this Agreement for Development and the Power of Attorney in any circumstances unless and until there will be clear discussion by and between the parties herein.
- x) Declare that there is no legal Bar or impediment to develop and to deal with the aforesaid Property/Premises.
- y) Shall pay common expenses along with other Flat/ Space Owner/s for their Unit proportionately to the Developer for common portions and common purposes till formation of the maintenance agency.
- z) Shall make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from reasonable doubts and all encumbrances and shall at his own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, hereditaments, possession.
- aa) Shall not in any way obstruct the development work to be carried out by the Developer and shall not do any act, matter or thing whereby the Developer will be prevented from carrying out the Development work envisaged under this Agreement.
- bb) All buildings to be constructed on the lands comprised under this Agreement and the dwelling units thereon will be in accordance with the Scheme sanctioned by the Competent Authority or State Government under the provisions of prevailing Act and will be dealt



with in accordance with the directions, if any, given by the Competent Authority or State Government while sanctioning the said scheme. If the Developer desire any variations in the said scheme, so as to provide dwelling units of larger sizes in the building to be constructed on the said land and/or to receive higher price for such dwelling units the Developer, shall be at liberty to make necessary application for the purpose to the authorities concerned at their own costs and the Vendor shall join the Developer in the said applications.

cc) That with the execution of these presents the Developer herein handed over with the actual physical possession for its better demarcation and prospect, use, occupation, possession, management, preservation and enjoyment thereof. That the Developer herein after execution of this agreement, shall fix security / guard for the said property and also can erect security/guard room over the said property.

dd) That if the title of the Owner found defective in future or the land property shall be acquired by the Government and/or any Public Body, the Owner herein further undertake to demurrage charges as assessed by the developer **plus** expenses for measurement of the entire plot of land, posting security, cost of construction of boundary walls of the entire building, expenses for conversion of land, expenses for plan sanction, legal expenses, documents, transport charges and so many other and/or various charges incurred by the developer for the purpose of development of the said property **plus** entire construction cost which will be assessed by the Developer for the building so constructed over the said property upto and/or till that period. Over and above the Owner also agrees to pay Rs 45,00,000.00(Forty Five Lakhs) to the developers herein as business and time loss.

ee) The Owner herein further undertake that the compensation for the acquisition so made by the Government and/or any Public Body from the Government and/or any Public Body may either be received by the Owner herein or their nominee/s at the option of the Developer herein and/or its nominee solely and exclusively and for the same the Owner herein shall be duty bound for all times to come to authorize the Developer herein and/or its nominee and for the same in law as deemed necessary. Such compensation shall be first adjusted towards the refund of the advance along with other expenses, costs, charges etc. incurred by the Developer together with the aforesaid interest unto and in favour of the Developer herein and/or its nominee/s and thereafter shall be appropriated and/or kept for the Owner herein as the case may be.

ff) The Developer shall retain further construction rights over the roof of the Building however, the ultimate roof of the Building at any given point of time shall be common for all the Owner/occupiers of the Units of the Building at that point of time. If further construction over the roof of the building shall be carried out by the developer in that case, the Owner herein shall not claim any share from the same, the entire floor will come under Developer's Allocation and the Owner herein will not raise any objection regarding the same, the developer herein will be treated as sole proprietor of the said extra floors.

**DISPUTE RESOLUTION:** In case of any dispute with respect to the interpretation of this agreement or on the rights and duties of the parties in terms of this agreement or any issue touching this agreement, the parties shall first attempt to resolve by conciliation. Such conciliation shall be attempted by each of the parties nominating



a representative and them jointly working out conciliation between the parties.

In case such conciliation fails to take place within 30 days then in that event the matter shall be referred to an arbitration of a Sole Arbitrator to be mutually appointed by both the parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the seat of the arbitration shall be at Calcutta.

**TERMINATION**: In case of termination of this agreement by the Owner, the Developer shall be entitled to the expenses and interest already made him in the execution of the project and in addition to the same 50% of the profit of the unsold area to be calculated at the prevalent market rate plus Rs 4500000/- (Forty Five Lakhs) as demurrage charges of business and time loss. However, in case the Developer terminates the agreement, then it shall not be entitled to claim any other sum except re-imbusement of actual expenses including interest.

#### 10. **INDEMNITY** :

The Owner shall defend, indemnify and hold harmless the Developer from and against any claim, liability, demand, loss, expenses, damages, judgment or other obligation or right of action which may arise as a result of breach of this agreement by the Owner, misrepresentation by the Owner to the Developer of any of the representations contained herein, anything done or omitted to be done through the negligence contained herein, anything done or omitted to be done through the negligence or misconduct of the Owner or his representatives, employees or agents, action initiated/taken by statutory authorities with respect to the schedule property as a result of which the Developer's possession, work of construction and use of

No: 3801,3802 J.L.35 under Police Station - Asansol South, within the Local Limits of Asansol Municipal Corporation ward : 19(old) , Additional District Sub Registrar, Asansol, District - Paschim Burdwan, Pin - 713303, the entire property is butted and bounded as follows :

ON THE NORTH : Land of others.

ON THE SOUTH : Road.

ON THE EAST : Land of others.

ON THE WEST : Land of others.

**SCHEDULE "B"**  
**(Specification of Construction)**

The Construction to be made and equipment fittings and fixtures to be installed and provided in proposed building shall of standard quality and shall confirmed to relevant India Standards of specification and according to the plans and specifications of the Architect and shall include the follows:

1. **FOUNDATION** : The foundation has been designed as reinforced cement concrete foundation, the details of which shall be finalized by the architect based on computerized load designing programmed, and as per relevant Indian Standard stipulation.

2. **SUPERSTRUCTURES:** The superstructure of the building has been designed as reinforced cement concrete framed structure with R.C.C. columns, beams and slabs based on computerized programmed and as per relevant Indian Standard stipulation.

3. **WALLS:** The external walls of the building shall be 200 mm thick brick wall for outside and flat partition walls shall be 125 mm and 75mm both to be bounded with proper cement mortar.



10. **ELECTRICALS:** The electrical system shall consist of concealed with copper wiring with standard make cables. 16 (sixteen) electric points/switch including one main switch, one Isolator, one 16 amp. Power Point etc. will be provided in each flat but on request of purchasers more points against extra charges shall be provided.

11. **WATER SUPPLY:** There shall be deep tube-well, one overhead reservoir with Submersible pump as per the rule of the land.

12. **PLUMBING AND SANITATION:** Septic tank, sewerage line, open/covered rain and waste water drainage system shall be as per Indian standard specifications.

13. Apart from the aforesaid agreed specification if Owner/s or Landlords want to changes or amend or added any specifications which should not disturbing the outside elevation of the Building or apart from Sanctioned Plan, that should be chargeable basis and the charges should be paid before the work or adjusted from the Agreed Consideration.

**SCHEDULE "C"**  
**(Common Expenses)**

1. All costs of maintenance, operating replacing white washing painting, decorating, re-decoration re-building, lightening the common portions in the building including the outer walls.

2. The salary of all pensions employed for managing the common purposes including security personnel, sweepers, plumbers, electricians etc.

3. All charges and deposits for supplies of common utilities to co-Owner in common area.

Municipal tax, water tax and levies in respect of the premises/Property and the building save those separately assessed.

5. Cost of formation and operation of the maintenance agency.
5. Cost of running, maintenance, repair and replacement of pump and other common portions and common areas including their license fees, taxes, and other levies if any.
7. Electricity charges for the electrical energy consumed for the operation of the common utilities to co-Owner in common area.
8. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
9. All other expenses, taxes, rates and other levies etc. as per deemed by the Developer to necessary or incidental or liable to be paid by the co-Owner is common including such accounts as the fixed for creating a fund for replacement, renovation, painting and/or repairing for the common portions.

**SCHEDULE "D"**  
**(Common Areas)**

1. Common paths, passages, drive ways and main entrance to the premises of the new building.
2. Darwan's quarter (if any).
3. Community Hall (if any).
4. Common toilets (if any).
5. Boundary walls and main gate.
6. Drainage and sewerage and all pipes and other installations for the same.
7. Stair case, stair case landings and/or mid buildings on all floors of the new building.



8. Lobbies of each floor of the new building including common portion of the roof.
9. Water pump, water pump room, water reservoir, water tank and all common plumbing installations (save only those as are exclusively with and for use of any unit) in respect of the new building.
10. Lift, Lift well, Lift room.

**IN WITNESSES WHEREOF** the parties above hereto put their respective hands and seals on this Agreement for Development on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** in the presence of

**WITNESSES:**

1. *Ajuba Dey*  
*s/o Lt Kinkar Dey*  
*Asansol court.*  
*P.O - Asansol - 04.*  
*Dist - Paschim Bardhaman.*
2. *B. K. Saha*  
*ASL*

*N. Sheela Jyoti*  
 (Signature of the Owner)

**OMKARA INFRASTRUCTURES**

*Jaswant Singh*  
 Partner  
 (Signature of the Developer)

*draft & prepared by me  
 as per instruction of the executant  
 and read over and explained  
 the contents of this deed before  
 the executant in vernacular and  
 printed in my office.*

*Pravin Kumar Saha*  
 Advocate

*Asansol court*

*En. no. - WB-1925/2007.*



*Nedeen Sabal*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



OMKAR INFRASTRUCTURES

*James Partner*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

NADEEM IQBAL

ABDUL JABBAR

16/05/1972

Permanent Account Number

AAJPI4138E

*Naadeem Iqbal*  
Signature



06112015



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

GRN Details

GRN: 192021220192980248 Payment Mode: Online Payment (SBI Epay)  
GRN Date: 25/02/2022 07:42:47 Bank/Gateway: SBIEpay Payment Gateway  
BRN : 2408509996822 BRN Date: 25/02/2022 07:02:48  
Gateway Ref ID: 362693965 Method: Punjab National Bank - Retail and Corporate NB  
Payment Status: Successful Payment Ref. No: 2000580030/2/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: jaswant singh  
Address: asansol  
Mobile: 9434360593  
Depositor Status: Others  
Query No: 2000580030  
Applicant's Name: Mr BIJAN KUMAR BID  
Identification No: 2000580030/2/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000580030/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	6960
2	2000580030/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	14
			<b>Total</b>	<b>6974</b>

IN WORDS: SIX THOUSAND NINE HUNDRED SEVENTY FOUR ONLY.



## Major Information of the Deed

Deed No :	I-2305-02019/2022	Date of Registration	25/02/2022
Query No / Year	2305-2000580030/2022	Office where deed is registered	
Query Date	22/02/2022 12:50:40 PM	A.D.S.R. ASANSOL, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	BIJAN KUMAR BID ASANSOL COURT, Thana : Asansol, District : Paschim Bardhaman, WEST BENGAL, PIN - 713303, Mobile No. : 9332246744, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 58,74,969/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :




District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: S. P. Mukherjee Bye Lane, Mouza: Asansol, JI No: 35, Pin Code : 713303

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-983 (RS :-800 )	LR-3801, (RS:-3750 )	Bastu	Bastu	5 Katha	1/-	29,24,997/-	Property is on Road
L2	LR-983 (RS :-800 )	LR-3802	Vastu	Vastu	5 Katha	1/-	29,24,997/-	Property is on Road
		<b>TOTAL :</b>			<b>16.5Dec</b>	<b>2 /-</b>	<b>58,49,994 /-</b>	
	<b>Grand Total :</b>				<b>.16.5Dec</b>	<b>2 /-</b>	<b>58,49,994 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	24,975/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
	<b>Total :</b>	<b>100 sq ft</b>	<b>1 /-</b>	<b>24,975 /-</b>	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>NADEEM IQBAL</b> <b>(Presentant)</b> Son of ABDUL JABBAR Executed by: Self, Date of Execution: 25/02/2022 , Admitted by: Self, Date of Admission: 25/02/2022 ,Place : Office	 25/02/2022	 LTI 25/02/2022	 25/02/2022
70 DR M N SAHA ROAD HUTTON ROAD OPP SIDE AMARSARIA ENCALAVE ASANSOL, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713301 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AAxxxxxx8E,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 25/02/2022 , Admitted by: Self, Date of Admission: 25/02/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>OMKARA INFRASTRUCTURES</b> S P MUKHERJEE ROAD 1 ST RIGHT BYE LANE MURGASOL ASANSOL, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 , PAN No.:: AAxxxxxx6G,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
	<b>Mr JASWANT SINGH</b> Son of Late JARNAIL SINGH Date of Execution - 25/02/2022, , Admitted by: Self, Date of Admission: 25/02/2022, Place of Admission of Execution: Office	 Feb 25 2022 2:30PM	 LTI 25/02/2022	 25/02/2022
S P MUKHERJEE ROAD 1 ST RIGHT BYE LANE MURGASOL ASANSOL, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303, Sex: Male, By Caste: Sikh, Occupation: Business, Citizen of: India, , PAN No.:: AQxxxxxx2A,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : OMKARA INFRASTRUCTURES (as PARTNER)				



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr APURBA DEY</b> Son of Late KINKAR DEY ASANSOL COURT, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713304			
	25/02/2022	25/02/2022	25/02/2022
Identifier Of NADEEM IQBAL, Mr JASWANT SINGH			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	NADEEM IQBAL	OMKARA INFRASTRUCTURES-8.25 Dec

**Transfer of property for L2**

SI.No	From	To. with area (Name-Area)
1	NADEEM IQBAL	OMKARA INFRASTRUCTURES-8.25 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	NADEEM IQBAL	OMKARA INFRASTRUCTURES-100.00000000 Sq Ft

**Land Details as per Land Record**

District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: S. P. Mukherjee Bye Lane, Mouza: Asansol, JI No: 35, Pin Code : 713303

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 983, LR Khatian No:- 3801	Owner:নাদিম ইকবাল, Gurdian:আব্দুল জব্বার, Address:লিডা, Classification:বান্ড, Area:0.08000000 Acre,	NADEEM IQBAL
L2	LR Plot No:- 983, LR Khatian No:- 3802		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 230502019 / 2022

On 25-02-2022

**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 14:26 hrs on 25-02-2022, at the Office of the A.D.S.R. ASANSOL by NADEEM IQBAL, Executant.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 58,74,969/-

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

Execution is admitted on 25/02/2022 by NADEEM IQBAL, Son of ABDUL JABBAR, 70 DR M N SAHA ROAD HUTTON ROAD OPP SIDE AMARSARIA ENCALAVE ASANSOL, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713301, by caste Muslim, by Profession Business

Indetified by Mr APURBA DEY, , , Son of Late KINKAR DEY, ASANSOL COURT, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713304, by caste Hindu, by profession Business

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

Execution is admitted on 25-02-2022 by Mr JASWANT SINGH, PARTNER, OMKARA INFRASTRUCTURES (Partnership Firm), S P MUKHERJEE ROAD 1 ST RIGHT BYE LANE MURGASOL ASANSOL, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303

Indetified by Mr APURBA DEY, , , Son of Late KINKAR DEY, ASANSOL COURT, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713304, by caste Hindu, by profession Business

**Payment of Fees**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/02/2022 7:45AM with Govt. Ref. No: 192021220192980248 on 25-02-2022, Amount Rs: 14/-, Bank: SBI EPay ( SBlePay), Ref. No. 2408509996822 on 25-02-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,010/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 6,960/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 2316, Amount: Rs.50/-, Date of Purchase: 17/12/2021, Vendor name: J P Shaw  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/02/2022 7:45AM with Govt. Ref. No: 192021220192980248 on 25-02-2022, Amount Rs: 6,960/-, Bank: SBI EPay ( SBlePay), Ref. No. 2408509996822 on 25-02-2022, Head of Account 0030-02-103-003-02

*Hillol Ghosh*

Hillol Ghosh

ADDITIONAL DISTRICT SUB-REGISTRAR

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

Paschim Bardhaman, West Bengal



Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 2305-2022, Page from 49388 to 49430  
being No 230502019 for the year 2022.



Digitally signed by HILLOL GHOSH  
Date: 2022.03.04 16:09:40 +05:30  
Reason: Digital Signing of Deed.

*Hilol Ghosh*

(Hilol Ghosh) 2022/03/04 04:09:40 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ASANSOL  
West Bengal.

(This document is digitally signed.)