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certified that the document is Admitted to Registration the Signatures Sheet and the Endorsements specified with this Document are the Part of this Document.

A DSR, Dargapur Bardhaman

DEVELOPMENT AGREEMENT

DIST.: PASCHIM BARDHAMAN

PS: NEW-TOWNSHIP

MOUZA: SANKARPUR

AREA: 5 DECIMAL

29 NOV 2019

AND THAT HAS ENTERED INTO AMONG

MRS KUHeli MAITY (PAN No.: AJUPM7068B) (Aadhaar no: 205077311872) D/o Mr Chittaranjan Maity W/o Sri Koushik Ghoshal, By Caste: Hindu, Occupation: House wife, Citizen of India, being the resident of 1/A, Ramkrishna Paramahansadeva Road, Belghoria, Alam Bazar, Kamarhalli, District:- 24 Pgs (N), West Bengal. PIN – 700035, India; hereinafter referred to as the **LAND OWNER / VENDOR** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **FIRST PARTY**.

S.N. No. 6071 Date 27/11/2019
Slip No. Sayak Developer
Address Dpe-12
Value of Stamp 5000
Date of Purchase of the stamp 26 NOV 2019
Received from Treasury
Name of the Treasury from Durgapur

Chatterjee
Somenath Chatterjee
Stamp Vendor
A.D.S.R. Office, Durgapur-16
Licence No.-112016-17



Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

29 NOV 2019

AND

M/s. SAYAK DEVELOPER (PAN No.: ADXFS6480J) a partnership firm having its registered office at D-118, Prem Residency, Sec. 2B, Shastri Avenue, Post Office: Bidhannagar, Police Station: New Township, Durgapur, District:- Paschim Bardhaman, Pin – 713212, West Bengal, India represented by all of its Partners namely: -

(1) Mr Buddhadev Roy (PAN No. AMTPR5589G) (Aadhaar No.: 690275579909) Son of Mr Lakshmi Kanta Roy.

(2) Mr Apurba Shyam (PAN No. BATPS2762K) (Aadhaar No.: 757869704771) Son of Mr Narayan Chandra Shyam.

(3) Mr Ranjit Roy (PAN No. AQQPR4684P) (Aadhaar No.: 506582759964) Son of Mr Ajay Roy.

(4) Mr Shuvro Chattaraj (PAN No. AFMPC9030R) (Aadhaar No.: 388641659084) Son of Mr Nabani Chattaraj.

(5) Mr Moloy Karmakar (PAN No. AOFPK0606R) (Aadhaar No.: 950472262562) Son of Mr Srikanta Karmakar.

(6) Mr Prasenjit Paul (PAN No. BCGPP5049H) (Aadhaar No.: 806184320683) Son of Mr Basudev Paul, all of the above from Sl. No.: 01 to 06 are by faith: Hindu, by Occupation: Business, Citizen of India and being the Resident of Vill + PO: Bamunara, Pin – 713212, PS – Kanksa, District: - Paschim Bardhaman, West Bengal, India, and.

(7) Mr Bapi Mazumdar (PAN No. ANHPM2778B) (Aadhaar No.: 365297045566) Son of Mr Mantu Mazumdar, by faith: Hindu, by Occupation: Business, Citizen of India and being the Resident of Arrah, Kalinagar, PS – Kanksa, District: - Paschim Bardhaman, West Bengal, India hereinafter jointly and severally referred to as the DEVELOPER(s) / SECOND PARTY(s) (unless repugnant to the context shall mean and include their representatives, heirs, successors, executors, administrators, trustees, legal representatives and assigns).

WHEREAS the Landed property as described in schedule hereunder was once owned and possessed by Sri Rajib Dome S/o Sri Kali Dome of Sankarpur, Durgapur – 713212 who has purchased the said plot of land vide Deed Being No.: 4275 for the Year 2002 and being in lawful possession and ownership over the said schedule property the one Sri Rajib Dome transferred an area admeasuring in schedule below to Smt Rakhi Sarkar W/o Arun Sarkar of Bhiringi, Nachan Road, Durgapur – 713213 vide Deed of Sale Being No. I-2882 for the Year 2007 recorded in Vol. No.: 107 registered before the Office of the ADSR at Durgapur and as such recorded her name before the Office of the BL&LRO (Faridpur-Durgapur) in LR Khatian No.: 1635. Aftermath of which being in lawful possession and ownership over the said schedule property the one Smt Rakhi Sarkar W/o Arun Sarkar transferred an area admeasuring in schedule below to the present landowner being Smt Kuheli Maity vide Deed of Sale Being No. I-06320 in Serial No.: 6594 for the Year 2014 recorded in CD Vol. No. 17 from Pages 500 to 520 registered before the Office of the ADSR at Durgapur and as such recorded her name in the ROR before the Office of the BL&LRO (Faridpur-Durgapur) in LR Khatian No.: 2139.

WHEREAS thereafter while in lawful possession and ownership over the said schedule property the one said Smt Kuheli Maity has obtained Land use NOC from ADDA and aftermath of which has converted the land from Baid to Bastu of the said Plot of Land over RS Plot No.: 141 appertaining to LR Plot No.: 499 vide Conversion Case No. CN/2019/2302/398 and since then the recent aforesated Vendor is/are being in lawful

possession and ownership having indefeasible right, title and interests, possession and enjoyment over the said property and paying taxes and levies thereon & is free from all such encumbrances, liens and appendages thereto and without any interferences, objection or interruption from anybody having permanent, heritable and transferrable right, title and interest therein as he / she / they become the owner(s) of the land and forming part of the R.S. Plot No.: 141 more-fully described in the schedule hereto.

WHEREAS the First Party(s) as aforementioned is/are the absolute and lawful owners of the immovable property as schedule below and since then he / they is/are in absolute, lawful, peaceful, physical possession and occupation over the same without any kind of let, hindrance or disturbances from any corner, which is a recorded property in the LR.R.O.R of the aforesaid vendors, of which the said property was entered in the name(s) of the First Party(s) in the records of the Landlord, the State and which has being exercising all acts of ownership over said landed property without any disturbances from any corner and by the payment of due land revenue for the said property to the Landlord the State and obtain receipts thereof in its own name and have been occupying the said landed property by exercise of all acts of ownership thereto.

WHEREAS the recent Vendor(s) herein, became the absolute owner of immovable property bearing situated at Mouza: Sankarpur, under the jurisdiction of Jemua Gram Panchayat and more-fully described in the Schedule hereunder written and hereinafter called the Schedule property; and since then the Vendor(s) / Owner(s) hereof are in actual and physical possession of all that piece and parcel of the land as below schedule & is free from all such encumbrances, liens and appendages thereto and without any interferences, objection or interruption from anybody having permanent, heritable and transferrable right, title and interest therein.

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

AND WHEREAS the first party(s) is desired to get the aforesaid landed property developed into a Multi-storied Building complex constructed thereon through any Sincere, Responsible and Reputed Builder and the Second Party after having come to know of such intentions of the First party; approached the First Party and therefore the First party(s) agreed to the proposal of the Second Party with regard to the development & construction of the proposed Multi-storied Building complex upon the said below schedule landed property.

NOW THEREFORE the desire to develop the First schedule property by construction of a multi-storied building complex(s) up to the maximum limit of floor consisting of so many flats, unit(s), complex(s), and parking space(s), space(s), etc. as per plan approved by Panchayat and/or other competent authority(s) but the owners / vendors, of not having sufficient funds for the development and construction work and for the said reason the First Party(s) is in search of a Developer for the said development and construction work and as such & after prolong discussion between the party(s) assign and appoint the second party(s) as Developer(s) to develop and construct the said property forming into a residential complex(s).

NOW THIS INDENTURE WITNESSETH AND IS AGREED AMONG THE PARTIES AND THEREFORE REDUCED IN WRITING AS HERETO:

I - OWNER(S) / VENDOR(S) / LANDLORD(S) & DEVELOPER(S): - Shall mean names and details as envisaged above as First and Second Party thereto.

II - LAND: - Shall mean the area admeasuring 05 decimals (as per L.R.O.R.) be the same a little more or less at Mouza: Sankarpur, J.L. No.: 95 (0109), L.R. Plot No.: 499, comprised in L.R. Khatian No.: 2139 under the jurisdiction of Jemua Gram Panchayat under New-township Police Station, District in Paschim Bardhaman, in the State of West Bengal, more-fully described in the Schedule below, being conveyed by the First Party/Owner in favour of Second Party, for its Development into a Multi-storied building complex, more-fully described in Schedule below, is the subject matter of this Development Agreement.

- 1.1 BUILDING: - Building shall mean the building to be constructed at the said premises with the maximum Floor Area Ratio (F.A.R.) available or permissible under the rules and regulations of the Panchayat and/or other concerned authorities for the time being in force as per the plan(s) to be sanctioned by the Panchayat / Zila Parishad and/or by the competent authorities.
- 1.2 ARCHITECT(S) AND STRUCTURAL ENGINEERS: - Shall mean such Architect(s) and structural engineers whom the Developer(s) may from time-to-time, appoint as the Architect(s) and/or Structural Engineer(s) or such other competent person(s) who would look after the safety and soundness of the said project.
- 1.3 COMPETENT AUTHORITY: - Shall mean Zila Parishad / Jemua Gram Panchayat / P&RD / ADDA and shall also include other concerned, competent and appropriate authority(s) either State, public body(s) and/or Central Govt. that may recommend, comment upon, approve, sanction, modify and/or revise such Plans
- 1.4 PLAN: - Shall mean the sanctioned and approved Plan of the said building(s) sanctioned by the Panchayat / Zila Parishad and/or P&RD and shall also include variations / modifications, alterations therein that may be made by the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any.
- 1.5 OWNER CONSIDERATION PLUS AREA: - In consideration of the Vendor(s) having appointed the Second Party(s) as Developers of the said property and the Vendor(s) agreeing to allow the Developers to appropriate themselves the profits arising from the said development as is hereinafter provided. On execution of these presents the Vendors shall handover the vacant and peaceful possession of the said property to the Developers for the purpose of development. As acknowledged by the Vendor(s), the Developers agrees to pay to the Vendors a sum of Rs. 1, 01, 000/- (Rupees One Lakh One thousand) only lump sum being the full and final consideration in terms of money in the following manner:

(a) Rs. 51, 000/- (Rupees Fifty one thousand) only has already been paid in the name of Smt Kuhell Maity vide Cheque Being No.: 033278 Dt. 18/06/2019 of Axis Bank, Bidhannagar Branch as earnest money paid by the Developers;

(b) Rs. 50, 000/- (Rupees Fifty thousand) only being the balance consideration paid by the Developers vide Cheque Being No.: 208927 Dt.: 29/11/2019 of SBI Bank, Muchipara Branch (the payment and receipt whereof the Vendor(s) doth hereby admit, acknowledge, acquit, release and discharge the Developers forever).

(c) That the Landowner / Vendor shall be entitled for a share out of the stated development as – one 2BHK Flat / Apartment admeasuring 800 Sq.ft. of Super Built up Area (SBA) as per the said Booklet / Brochure of the Developer from the

stated development works of such construction area on actual coverage / usage over the said premises and as per sanctioned and approved Plan together with undivided, impartible and proportionate interest over the said landed property of the said proposed residential building.

DEVELOPER'S AREA: Shall mean the entire proposed multi-storied building except the said aforesaid owner's part with such maximum floors as may be sanctioned and approved by the competent authority(s) together with undivided, impartible and proportionate interest unto the said land.

- 1.6 **UNIT:** Shall mean any Unit(s) / Flat(s) / Garage(s) /spaces, etc. in the Building(s) lying erected at and upon the premises and the right to common use of the common portions appurtenant thereto & the concerned Unit(s) and wherever and whenever the context so intends or permits, shall include the undivided, proportionate share and/or portion attributable to such Unit/Flat and such other areas.
- 1.7 **PROJECT:** Shall mean the work of development or construction, undertake and to be done solely by the aforesaid Developer(s) herein with utmost assistance and assurance from the Owner(s) / Vendor(s) in terms of anything and everything whatsoever in respect of the said premises in pursuance of the Development Agreement and/or any modification / alteration or extension thereof till such development, erection, promotion, construction and building of building(s) at and upon the said premises till completion and handover of the same.
- 1.8 **FORCE MAJEURE:** Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other statutory Body or any Court, Government Regulations, new and/or changes in any municipal / Panchayat or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Developer(s).
- 1.9 **PURCHASER(S):** shall mean and include:
- i. If he / she / they be an individual then his / her / their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
 - ii. If it be a Hindu Undivided Family (HUF) then its members for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
 - iii. If it be a Company then its successor or successors-in-interests and/or permitted assigns;
 - iv. If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
 - v. If it be a Trust then its Trustees / members for the time being in force and their successor(s)-in-interest and assigns.

III - COMMENCEMENT AND EFFECTIVENESS: - This indenture has commenced and shall be effective on and from and with effect from the date of execution of this indenture.

IV - DURATION: - That the Developer(s) shall develop and/or construct the said schedule below landed property in its own name and account, expertise in its own right, interest and will be liable and responsible for the development of the said property; if required then demolishing the existing structures over the said landed property thereon. The new multi-storied Building Complex comprising of Ground plus such Maximum floors as may be approved by the local municipal / Panchayat concerned authorities consisting of Flats / apartments / units / garages and works-men room, spaces, etc. shall be erected by the Developer unto the Schedule below property of the First Party(s) / Owner(s) / Vendor(s), by

36 Months with a grace period of 06 Months and that shall be calculated from the date of approval and sanction of plan for such development works unto the said property by the Developer(s). However, the said period may get extended by reasons of proven causes beyond the control and authority of the Developer(s) viz. unusual price hike or non-availability of the materials / labours, riot, flood, earth quake, political instability / disturbances, Act of God, etc.

V:- SCOPE OF WORK:- The Developer(s) shall construct / erect the multi-storied building complex comprising of Ground plus such Maximum floors and shall be according to the sanctioned plan from Panchayat followed by such other requisites from the Asansol Durgapur Development Authority (ADDA) and/or other competent authority(s) over the First Schedule Land.

VI: - OWENER DUTY, OBLIGATION & LIABILITY:-

1. That the owner has offered the total area of land thereon measuring **05 decimals** for development and construction of a multi-storied residential building consisting of flats / apartments, parking spaces and such spaces, etc.
2. Subject to the Competent Authority granting permission and/or sanction under the provisions of the said ULC Act, the Owners have good right, full power and absolute authority to grant exclusive rights to develop the said property described in the Schedule hereunder written to the Developer and the Developer shall be entitled to develop the said property subject to the terms and conditions herein contained.
3. That the Owner / Vendor hereby declares and acknowledges that :-
 - a) No acquisition proceedings have been initiated in respect of the schedule mentioned plot.
 - b) There is no such indenture / legal document among the Owners / Vendors and/or any other party(s) / person(s) except **M/s. SAYAK DEVELOPER** either for Sale and otherwise or for development and construction of multi-storied residential building and the said land is free from all such encumbrances. And, also confirms vide this indenture that after execution of this deed, if any of the owner executes or registers any agreement / deeds / documents in favour of any person(s) then he / she / they shall be prosecuted as per the prevailing laws for the time being in force and in that event the owners shall be liable for any such costs and consequences thereof.
4. That the Owner has agreed that either she shall be in-person present before the Registering Authority and/or to such other authority(s) to sign all the agreement for sale and all deeds and agreements of conveyance for selling the Flats to the prospective buyer(s) as Land Owners maintaining all terms & conditions or whatsoever or shall execute a Development Power of Attorney in favour of the Developers for execution of such documents followed by such other works. The Owner / Vendor hereby acknowledge not to interfere on the developer(s) portion / share as mentioned above and as such shall not intrude / anything whatsoever with the amount so received from the prospective buyer(s).
5. That the Owner has offered the total area of land thereon for development and construction of a multi-storied residential building complex consisting of flats / apartments, parking spaces and such spaces, etc. provided wherein that as and when required, then amalgamating combine and merger of any and/or the adjacent such plots of land with schedule below plots. Moreover and most importantly, the Vendor hereby authorizes and grants NOC to the Developer that they can amalgamate any and/or their plot of land into the land of the stated Vendor herein as schedule below for the sake of the proposed project; and declare further that by doing so neither the share of the

stated development shall change nor the Vendor shall object and/or shall raise any such objection thereto for such amalgamation.

6. That the Vendors 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 all reasonable doubts and all such encumbrances and shall at their 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 or otherwise.
7. That the First party(s) hereby assures the Second party(s) that neither he / she / they nor any of the legal heirs and successors shall, due to any reason and/or cause whatsoever; ever cause any interferences or unwanted disturbances in the smooth progress of the intended project.
8. That on and from the time of execution of these presents, the vendors shall deliver or cause to be delivered all such title deeds, parcha, other requisite documentations / papers, plans, approvals, etc. in relation to the said landed property which is hereby agreed to be developed by the Builder / Developer. The Owners / Vendors further assures to extend maximum co-operation for obtaining N.O.C. and for giving declarations, affidavits, other requisite documentations / papers, approvals, etc. whatsoever required.
9. That the Vendors hereby declare that no notice from Government or any other body or authority or under the Panchayat Act or Land Acquisition Act or The Defence of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon them or any other person/s interested therein nor is the said plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal, Government body or Public Body or authority.
10. That the Owners / Vendors agrees and acknowledges that she / he / they gives her / their full authority & power to Second Party to do & execute all lawful acts, deeds things for the owners and on his / their behalf in respect of all activities related to developing and construction of the multi-storied residential building cum complex(s) on the said land i.e., to receive the sanctioned plan and other documents from Panchayat, and such other statutory authority / authorities or public body(s).
11. That immediately on the execution of these presents, the Vendor herein has decided to execute a Development Power of Attorney in favour of the Developers or their Nominee(s) as the case may be for the purpose of signing and/or executing all the applications, indenture(s), agreement to sale and deed of sale to such intending purchaser(s), proceedings, plans, other requisite documentations / papers, execute and verify all application and/or objection to appropriate authorities for all and any license permission, NOC or consent etc.; to obtain necessary approval(s) from various authorities in connection with the development and such papers to be submitted by the Developers on behalf of the Vendors to the Competent Authority, Urban Land Ceiling, Panchayat, ADDA, or any other Government or Semi-Government authority in connection with the development to facilitate the development of the property hereby agreed to be developed by the Developers on behalf of the Vendors. If any such delay is caused in developing the said property hereby agreed to be developed or such other whereabouts, the consequences arising thereof shall be at the costs & consequences on the part of the Vendor alone.

12. That the Vendor hereby authorize the Developers to sign banking documentations regarding bank finance and other requisite formalities and execute applications, writings, undertakings for amalgamation, layout, sub-division, building plans and other assurances and submit the same to the Municipal / Panchayat and Public authorities and to obtain commencement certificate, etc. for obtaining different types of applications and other proformas. It is also agreed that all the costs, charges and expenses to be incurred in pursuance of this clause save and except as provided otherwise in this Agreement shall be borne and paid by the Developers. The Second Party shall be entitled to mortgage the subject noted landed property to avail bank finance and First Party hereby admits that she shall have no-objection in this regard in any manner.
13. To execute necessary documents and present the same before the appropriate authority for formation of Association under the provisions of West Bengal Apartment Ownership Act, 1972, Real Estate (Regulation and Development) Act, 2016 and/or WBHIRA.
14. That the Vendor declares that the property in question is the recorded property in the LR.R.O.R at the concerned BL&LRO Dept. However, there is no minor interested in the said property and hence the question of obtaining the sanction from the competent Court / authority(s) relating to minor's interest along and with the said property does not even arise.
15. That the Developers can take and initiate legal proceedings which are required to be taken in connection with the work of development and construction on behalf of the owners. Furthermore, if any legal action is taken against land owner(s) in connection with the same and said project, to prosecute and defend such legal proceedings, affidavit, application, etc. and to engage Ld. Advocate and to do all such act, deed and things required to be done on behalf and as such on sale of flats / apartments / etc. to the prospective buyers save and except owner's allocation and accept booking money, advance and consideration money. Wherefore, it is also noted hitherto that the developer shall not acquire any right, title or interest in the said land/premises until the deeds of transfer(s) are executed by the owners and the owners shall agree to ratify all acts and things lawfully done by the developer, i.e., and also no ownership of the said premises is hereby transferred in favour of the Developers herein.

VII- DEVELOPER DUTY, LIABILITY & RESPONSIBILITY:-

1. That the Developer confirms and assures the owners that they're fully acquainted with and aware of the process / formalities related to similar project in Corporation / Panchayat Area or at the Sub-Div. and was satisfied with the papers / documentations related to ownership, measurement of the said land, possessory right, title, interest and suitability of the site and viability of such proposed project thereto.
2. That the developer confirms and assures the owners that they have financial sources and other resources to meet and comply with financial and other obligations required for execution of the project within such time-frame and the owners do not have any liability and/or responsibility of any such financing and execute the project or part thereof except such consideration for each flats as detailed under.
3. That the developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision and security of reputed Architect / Planner, Advocate(s), and such other professionals authorized and licensed by appropriate authority(s). The building plan should comply with the standard norms of the multi-storied building/s including structural design and approval from local

sanctioning authority / Corporation / Govt. agencies. Any variation / alteration / modification from the original approved drawing / plan need approval from the owner or her attorney and the architect before submission to the Corporation / Panchayat / appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both owners and developers. However, basic character of the project consisting of flats/apartment/parking space and common space like garden / water / drainage will remain intact unless agreed by both the parties.

4. That the Developer shall be asking for help / assistance from the owners / such other person(s) to do all the necessary paper work, etc. for getting necessary approvals in relation to the sanctioning of plan followed by such other legalities or such documents and the owner(s) have acknowledge to deliver their maximum co-operation towards the same.
5. That the Developers shall be at liberty to allot the dwelling units of flats / such other spaces in the said buildings to be constructed on the said property or to enter into any package deal agreement for allotment of completed units / building or buildings to be constructed on the said land with such party or parties and at such price and on such terms and conditions as the Developers may deem fit and proper. All such allotments and arrangements shall, however, be made by the Developers at their own costs and expenses and at their own risk, the intention being that the Developers shall alone be liable and responsible to such party or parties, provided, however, that the price and the terms and conditions at or on which the said building or buildings or part thereof are to be allotted shall not in any manner be inconsistent with or in contravention of any law, norms, rules and conditions imposed in N.O.C.
6. That the Developer(s) shall not have any rights of delegation of such right created in its favour by virtue of this Development Agreement and the First party / owner(s) nor shall any person claiming through her / them have any right, authority or interest in the development of the said property except in relation to the owner's share. Only the Developer(s) above-named shall be entitled to develop the said property by constructing thereon the multi-storied building consisting of dwelling units / flats / apartment, parking space(s) / space(s), etc. and other structures at the sweet will and discretion of the developer(s).
7. The Developers will be entitled to modify the approved building plans as they deem fit provided the modifications are within or as per the provisions of approved scheme laid down by the Competent Authority. The Developers shall pay all the fees of the Architects, and R.C.C. Consultants appointed by them for the development of this project. It is agreed that while appointing Architect and R.C.C. Consultants the Developers shall procure in favour of the owners in writing that they shall not look to the owners or any of them for their fees or otherwise.
8. The Developers shall be entitled to enter into usual Agreement within the Developers share and allocation for sale of units / flats / apartment, parking space(s) / space(s), etc. with various intending buyers, on what is known as ownership basis, on such terms and conditions and at such price as the Developers thinks fit and proper.
9. That the Developer shall be responsible for any acts, deeds or things done towards any fund collection from one or more prospective buyer of the proposed flats.
10. That the Developer shall be responsible for complying with the Rules & Regulation in all matters including construction of the building according to the sanctioned plan and shall

be responsible for complying with all provisions of law that may be in force from time to time and the Owner shall not be responsible for any infringement of law that may be in force from time to time during the subsistence of this Agreement. The Owner shall not be responsible for any accident or damage or loss during the course of the construction of the proposed building.

11. That it is agreed that the Vendors and all other necessary parties claiming through her / them shall execute Deed of Conveyance / Sale document and/or all other writings in favour of such person(s) as the Developers may direct and in the event of Conveyance/s it can also be given in favour of the Nominee/s of the Developers or a proposed Co-op Housing Society. The Developers shall also join as a Confirming Party to the said Conveyance.
12. That the Developer shall complete the Development / Construction work of building/flat at its own cost and expenses in pursuance of the sanctioned plan by 36 Months as stated-above and after getting all such relevant papers / documentation with further additional grace period of 06 months.
13. That the Developer shall not make the Owner responsible for any business loss and/or any damages etc. or due to failure on the part of the Developer to correctly construct the Flats and/or to deliver correctly the same to the intending purchasers and in such cases the Developer shall bear the entire responsibility; needless to mention that the Owner(s) shall in every way assist the Developer.
14. That Developer agrees to indemnify the land owner and vice-versa from the obligation and/or such other liabilities of paying Income Tax, GST or any other duties / levies either by the State Government or Central Government or statutory local authorities forming part which are required to pay for the profits which are derived after selling the flats to the prospective buyer(s) / investor(s) / purchaser(s).
15. That in any event, the owner without prejudice to the foregoing declarations, irrevocably and unconditionally agrees and undertakes to remove all the obstacles and clear all outstanding, doubts and/or defects, if any, save as herein-above provided, at its/his own cost so as to ultimately vest the said property unto the Developer or his nominees free from all encumbrances and defects.

VIII- CANCELLATION: -

The Owner(s) / Vendor(s) has every right to cancel and/or rescind this indenture after 30 (thirty) months from the date of ground breaking ceremony and submission of all such necessary papers / documentations and/or approvals to the developer(s) by the owner(s) / vendor(s); if the developer fails / neglects to construct such initial stage of work over the said property. Furthermore, it is expressly mentioned and broached that the Developer(s) has every right to cancel and/or rescind this agreement if the Landowners / First Party fails or neglect to resolve the land related problem and other problem(s) whatsoever in relation to the said below schedule property.

IX- MISCELLANEOUS: -

- a) Indian Law: This agreement / indenture shall be subject to lex-loci and lex-foi to such prevailing laws of the State and under the Jurisdiction of Durgapur Court.
- b) Confidentiality & Non-disclosure: Both parties shall keep all non-public information & documents concerning the transaction herewith confidential unless compelled / required by Law.

- c) Disputes: Differences in opinion in relation to or arising out during execution of the multi-storied residential building complex(s) under this agreement shall be intimated by a registered Letter/Notice and then to an arbitral tribunal/arbitrator for resolving the disputes under this arbitration & conciliation Act, 1996, with modification made from time to time. The arbitral tribunal shall consist of one Arbitrator who shall be an Advocate or person(s) from legal fraternity, to be nominated by the Developers or their legal advisors whose decision shall be final and binding on both the parties. The Arbitrator shall have summary powers.
- d) Photo copies of all statutory approvals of the competent bodies e.g. land conversion, approved building plan, installation of four passenger lift or connection of water, fire & electricity, sewerage disposal etc with due approval and or any other clearances from competent authority are to be supplied by the developers to the owners time to time and vice-versa.
- e) The owners can visit the construction site anytime with intimation to the developer/site supervisor and discuss with site supervisor but shall not disturb the construction work. However, any unusual and non-permissible actions/operations observed at site can be brought to the notice of the developer and its architect / advocate for discussion and necessary corrective action.
- f) In case the Building Plan, viz., ground plus eighth standard is not approved by the Panchayat and/or competent authority, in that context the consideration/value/portion has to be reduced proportionately on the basis of total area and storied approved by the Panchayat and/or the competent authority under the approved standard which is hereby agreed & acknowledged by the Vendor(s).
- g) The Developer shall ensure safe & sound building design and construction, complete safety of the workmen, minimum wages, first class standard quality of materials supplied/used along-with all other legal formalities and moral obligations during execution of the project to render the first party free from legal obligations and all other risks and hazards whatsoever related to the project. And the owner shall not be liable for same in any manner whatsoever whether during construction or after construction.
- h) The second party or the developer shall have the right and/or authority to deal with and negotiate with any person and or enter into any deal with the contract and/or agreement and/or agreement and/or borrow money and/or take advance from any bank/financial institution and/or also allocate flats under this agreement and within the framework of Power of attorney. Also it is noted that in future if there arises any circumstances in relation to the roof right on the said building or building(s); then the same shall be allocated / divided as per the ratio as stated above with all such rights.
- i) That it is also to be noted hitherto that all the owners as aforesaid shall deliver and relinquish their said share as aforesaid at the time as and when required by the developers hitherto.
- j) A successful project completion certificate from the Architect or any competent technical body with specific observations / comments on the design, quality of material and workmanship, of the water supply system, sewerage system, electric supply system and the lifts to be obtained by the developer and will be responsible for any defect and rectification thereof at their cost/expense after handing over of physical possession of the flats.
- k) That all cost, charges and expenses for execution of the whole project and including stamp duty and registration fee for execution and registration of this agreement and or deed of conveyance/transfer of the said land shall be borne paid and discharged by the Developer exclusively.
- l) The landowners and the developers have entered into the agreement purely and nothing contained herein shall be deemed to constitute as a partnership between them in any manner nor shall the parties hereto be constituted as association of persons.
- m) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, if any, needed by the developer for the

purpose of the sanction of the building plan and/or any other purpose to be required for said developments project shall be prepared by the developer at its own costs and expenses in the name of the land owner without reimbursement of the same and the land owner shall sign on the said plan/plans, application, paper, documents, etc. as and when the developer asked for the same without demanding any remuneration and/or money for the same.


- n) And, also confirms vide this indenture that after execution of this deed, if any of the owner executes or registers any agreement / deeds / documents in favour of any person(s) then he / she / they shall be prosecuted as per the prevailing laws for the time being in force and in that event the owners shall be liable for any such costs and consequences thereof.

THE SCHEDULE – I ABOVE REFERRED
DESCRIPTION OF THE LAND

ALL THAT Piece and Parcel of the Plot of Land admeasuring an area of 5 Decimal or 2.70 Katha be the same a little more less under the present status as 'Vastu' within LR Khatian No.: 2139 in LR Plot No.: 499 situated under the jurisdiction of Jemua Gram Panchayat under New-township Police Station within Mouza: Sankarpur, J.L. No.: 95(109) within A.D.S.R. Office and Sub-division at Durgapur, District: Burdwan (Now Paschim Bardhaman), West Bengal, India expounded under heads as hereto:

1. R.S. Plot No.: 141 in RS Khatian No.: 333 admeasuring an area Being 2.5 Decimal;
2. R.S. Plot No.: 141 in RS Khatian No.: 339 admeasuring an area Being 2.5 Decimal;

That the total land measuring as aforementioned is hereby delivered to the aforesated Developers for construction of the proposed multi-storied building complex(s) by the Vendor(s) which is **Butted and Bounded as hereto:-**

On the North	16" ft. wide Metal Road 
On the South	Land of Sulekha Paul
On the East	Land of Gopal Bauri
On the West	Plot No.: 141

(TENTATIVE SCHEDULE MENTIONING TYPE OF CONSTRUCTION AND SPECIFICATION)

- | | | |
|---|-----------------|--|
| 1 | Foundation | : Reinforced cement concrete |
| 2 | Super Structure | : Reinforced cement concrete cover
Columns, beams and slabs |
| 3 | Plinth | : Brick Work with sand and cement |
| 4 | Walls | : External Wall 200 mm, thick brick work,
internal partition wall 75/125 mm, thick
brick work with cement mortar |
| 5 | Finishing walls | : Finishing internally all walls and ceiling
shall plaster cover which shall be
finished with plaster of parish. |
| 6 | Flooring | : Marble/Ceramic floor tiles flooring in 3
inch skirting at the bed room, drawing |

- | | | | |
|----|-------------------------|---|---|
| 7 | Toilet | : | cum dining, balcony, toilet and kitchen |
| 8 | Kitchen | : | 4 ft. height glazed tiles on the wall |
| | | : | 2 ft. height glazed tiles on the wall over the kitchen slab. Kitchen slab will be made by Black stone. Steel sink will be provided. |
| 9 | Doors | : | All Door frames will be made of Sal wood and all door panels are made by got press commercial ply 37.5 mm thick. |
| 10 | Window | : | Aluminium window with glass fittings |
| 11 | Painting | : | All doors and window shall be finished with painting |
| 12 | Electrical Installation | : | I.S.I. standard concealed wiring up to points but without light and fan fittings |
| | a. Bed room | : | Two light points, one fan point, one plug point (5 amp) |
| | b. Dining | : | One light point, one fan point, one 15 amp and one 5 amp plug point |
| | c. Toilet | : | One light point, one exhaust fan point and one 15 amp plug point. |
| | d. Kitchen | : | One light point, one exhaust fan point and one 15 amp plug point |
| | e. Main Entrance | : | One bell point |
| 13 | Water Supply | : | Water will be supplied from Municipal Water Supply Connection or Panchayat authority and/or within the premises through underground and overhead water reservoir. |
| 14 | Plumbing Work | : | Commode with L.D.P.V.C. cistern, one basin, and all fittings will be standard made white in colour. |
| 15 | Roof | : | Roof of the building to be finished with net cement or otherwise |

[The above specification(s) may change / alter as per the then requirement and as per reliability of such specification(s) as specified; demand and improved / updated quality (better than today) of such materials / substance(s).]

It is hereby declared that the full names, colour passport size photographs and finger prints of each finger of both the hands of Owner(s) / Vendor(s) and Developers are attested in the additional pages in this the Development Agreement being No. 1 (a) and therefore these shall be treated as part of this Legal Document.

IN WITNESS WHEREOF the Owner / Vendor and Developers hereto have set their hands on being aware of such legal terminology on this the 29th Day of November, 2019 in presence of the undersigned witness and as such explained this indenture in mother-tongue before all parties and thereafter have affix and formulated their respective signatures after satisfaction with full of mental and physical competencies.

SIGNED, SEALED & DELIVERED
IN PRESENCE OF: -

WITNESS:

1. parameswar Bawli
S/o Ramanay Bawli
Bisudika Pim → 48

Duma Jai Ghosh

Bir - Mahadeb Ghosh
Nillge - Sankar Pray -
Durgam Pray - 12

Kuheli Maity

SIGNATURE OF FIRST PARTY
OWNER / VENDOR

SAYAK DEVELOPER

Bisudha Debbar
Partner

SAYAK DEVELOPER

Apurba Sanyal
Partner

SAYAK DEVELOPER

Ranjit Ray
Partner

SAYAK DEVELOPER

Shuvam Chakrabarti
Partner

SAYAK DEVELOPER

Malaykumar
Partner

SAYAK DEVELOPER


Prasenjit Paul
Partner

SAYAK DEVELOPER

Boji Murumdar
Partner

SIGNATURE(S) OF SECOND PARTY
DEVELOPER

Drafted by me & computerized at my Office as per requisition, proforma, information received and such stipulations from the Vendor(s) and Developer(s); Read-over, Made-over, Explained and Interpreted to each one of the party(s) in Mother-tongue until unmitigated contentment to this Document.


RAKESH CHAKRABORTY
ADVOCATE
E. NO. - 22/06 of 2013
Member of Bar Association (Durgapur)
Durgapur Court

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ADXFS6480J



नाम / Name
SAYAK DEVELOPER

संस्थापन/भा. सं. की तारीख
Date Of Incorporation/Commission
07/12/2017

09052118



भारतीय विशिष्ट पहचान प्राधिकरण
 भारत सरकार
 Unique Identification Authority of India
 Government of India

Enrolment No.: 1528/64528/04909

To
 Shyama Chattaraj
 S/O Nabani Chattaraj
 BANUNARA
 KANKSA
 SAMUNARA, BURDIWAN
 NEAR GOSWAMI PARA
 Samunara
 Bardhaman
 Bardhaman West Bengal - 713212
 9932318925

GOVERNMENT OF INDIA

Signature of Member
 Shyama Chattaraj
 S/O Nabani Chattaraj
 BANUNARA, KANKSA
 SAMUNARA, BURDIWAN
 NEAR GOSWAMI PARA
 Bardhaman West Bengal - 713212



आपका आधार क्रमांक / Your Aadhaar No. :

3886 4165 9084

VID : 9132 3531 1480 4824

मेरा आधार, मेरी पहचान



भारत सरकार
 Government of India



Shyama Chattaraj
 Date of Birth/DOB: 30/01/1984
 Male/ MALE

3886 4165 9084

VID : 9132 3531 1480 4824

मेरा आधार, मेरी पहचान



सूचना

- पहचान प्रमाण का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार अविष्य ही सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान प्राधिकरण
 Unique Identification Authority of India

Address:
 S/O Nabani Chattaraj, BANUNARA,
 KANKSA, SAMUNARA, BURDIWAN, NEAR
 GOSWAMI PARA, Samunara, Bardhaman,
 West Bengal - 713212



3886 4165 9084

VID : 9132 3531 1480 4824

Shyama Chattaraj ✓



भारत सरकार
Government of India



राज्यपाल
राज्यपाल कार्यालय
काठमाडौं
दिनांक ०५/०५/२०७३
०७८



7578 6970 4771

- आम आदमी का अधिकार

Unique Identification Authority of India

7578 6970 4771

Apurba Slyam



 भारत सरकार
Government of India

 Ranjit Roy
Father : Ajay Roy
DOB: 20/03/1979
Male

5065 8275 9964 

आधार - आम आदमी का अधिकार

Ranjit Roy

 भारतीय विशिष्टता पहचान प्राधिकरण
Unique Identification Authority of India

Address: BAMUNARA
Bamunara, Bamunara,
Bardhaman, West Bengal,
713212

5065 8275 9964

 1447
1800 305 1447

 help@uaid.gov.in

 www.uaid.gov.in

भारत सरकार
भारतीय डाक



बापी मजुमदार
Bapi Mazumdar

आधार ID: 3652 9704 5566



आधार - आम आदमी का अधिकार

भारत सरकार
भारतीय डाक



आधार

भारतीय डाक
Post Office of India

पता: S/O: बापी मजुमदार
घर नं ११९३
ग्राम आरे बर्द्धमान, पोस्ट आरे
आरे, बर्द्धमान, बर्द्धमान
पिन कोड: ७१३२१२

Address: S/O: Mantu
Mazumdar, HOUSE NO
A193, VILLARRAH
KALINAGAR POSTARRAH
Arre, Bardhaman, Bardwan
Arrah, West Bengal 713212

3652 9704 5566


192
1800 300 1047


help@ddo.gov.in


www.aadhaar.gov.in

Bapi Mazumdar





भारतीय विशिष्ट पहचान प्राधिकरण
 भारत सरकार
 Unique Identification Authority of India
 Government of India



Enrolment No./Enrolment No.: 1058/20035/68994

Prasenjit Paul (Prasenjit Paul)
 BAMUNARA, Bamunara, Bardhaman,
 West Bengal - 713212

Your Aadhaar No./ Your Aadhaar No.:

8061 8432 0683



MEERA AADHAAR, MERI PEHACHAN



1947



http://maah.gov.in

www

www.uidai.gov.in

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
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- This is electronically generated letter.

भारतीय विशिष्ट पहचान प्राधिकरण
 Unique Identification Authority of India
 Date: 20/03/2016 12:34:27

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



भारत सरकार
 GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA



Prasenjit Paul
 DOB: 24/11/1984
 Male / MALE

Address

BAMUNARA, Bamunara,
 Bardhaman,
 West Bengal - 713212



8061 8432 0683

MEERA AADHAAR, MERI PEHACHAN

8061 8432 0683

MEERA AADHAAR, MERI PEHACHAN

Prasenjit Paul



भारतीय विशिष्ट पहचान प्राधिकरण
 भारत सरकार
 Unique Identification Authority of India
 Government of India

Enrollment No. 1058 30378 15387

Malay Karmakar

Signature
 Signature
 Signature
 Signature
 Signature



KMT26228EWF1
 1052265



आपका आधार क्रमांक / Your Aadhaar No.

9504 7226 2562

आधार - आम आदमी का अधिकार



भारत सरकार
 Government of India



Malay Karmakar

Signature

DOB 20/08/1987

Male

9504 7226 2562



आधार - आम आदमी का अधिकार

Malaykarmakar ✓

 **भारत सरकार**
Government of India

 **Buddhadev Roy**
Father: Lakshmi Kanta Roy
DOB: 07/01/1960
Male

6902 7557 9909



Buddha der Roy

 **एन.डी.ए.ई.**
Unique Identification Authority of India

Address: BAMUNARA,
Bamunara, Bamunara,
Bardhaman, West Bengal,
713212

6902 7557 9909

 1947
1947 1947 1947

 help@uidai.gov.in

 www.uidai.gov.in



भारतका निर्वाचन आयोग
पञ्चिका क्रम
ELECTION COMMISSION OF INDIA
IDENTITY CARD

ARZ2361194



निर्वाचकको नाम : रामदेवरा बाई

Elector's Name : Ramdevra Bai

पिताको नाम : रामदेव बाई

Father's Name : Ramdev Bai

पिण्ड/स्त्री : प / M

जन्म मिति : 16/02/1996
Date of Birth



ramdevra Bai

ARZ2361194

भारत

NO.170, H.No.170, P.O. NAFARA, NAFARA,
KANKSA, MASCHHARI BARDHAMAN-713148

Address:

NO.170, NAFARA BARDHAMAN, NAFARA,
KANKSA, MASCHHARI BARDHAMAN-713148

Date: 04/01/2018

276 - बिहारका निर्वाचन आयोगको कार्यालय
पञ्चिका क्रम 2361194

Facsimile Signature of the Electoral
Registration Officer for


276 - Durgapur Purbu Constituency

भारत निर्वाचन आयोगको कार्यालय
पञ्चिका क्रम 2361194

In case of change in address, mention the CDM No.
in the revision form for updating your name in the
roll at the changed address and to obtain the card
with same number

267 / 678

FINGER PRINT & PHOTOCOPY

Left hand						 <i>Kuheli Maity</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

Kuheli Maity

Left hand						 <i>Ranjit Roy</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

SAYAK DEVELOPER

Ranjit Roy
Partner

Left hand						 <i>Buddha dev Roy</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

SAYAK DEVELOPER

Buddha dev Roy
Partner

Left hand						 <i>Malaykumar</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

SAYAK DEVELOPER

Malaykumar
Partner

FINGER PRINT & PHOTOCOPY

Left hand						 <i>Prasenjit Paul.</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

SAYAK DEVELOPER

Prasenjit Paul.
Partner

Left hand						 <i>Bapi Masumdar.</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

SAYAK DEVELOPER










Bapi Masumdar.
Partner

Left hand						 <i>Apurva Shyam</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

SAYAK DEVELOPER

Apurva Shyam
Partner

Left hand						 <i>Shuro Chatterjee</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

SAYAK DEVELOPER

Shuro Chatterjee
Partner