

THIS DEVELOPMENT AGREEMENT IS MADE ON 28TH DAY OF JULY, 2020

BETWEEN

MR. SHAYAN KUMAR DEY [PAN- EXQPD0238C] S/o. Mr. Madan Mahon Dey, by faith Hindu, by Nationality-Indian, by occupation Student, residing at Rudrapur, Kumra, P.O. Kumra Kashipur, P.S. Habra, District:- North 24-Parganas, West Bengal, India, PIN - 743271, hereinafter referred to and called as "LANDOWNER", (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, representatives, executors, administrators, successors and assigns) of the FIRST PART.

AND

ARADHYA SPACE DEVELOPERS [PAN - ABQFA0571P] Being a Partnership Firm having its office at: 53, Tapoban Housing Co-Operative Society, Post - Benachity, & P.S.- Durgapur, District- Burdwan presently Paschim Barthaman, PIN- 713213, West Bengal, India, Represented by its Partners namely (1) MR. TAPU DAS [PAN -AIDPD9515E] son of Mr. Gopinath Das, by faith-Hindu, by occupation-Business resident of D-1/1, Vidyasagar Pally P.O.-Benachity , P.S.-District- Burdwan presently Paschim Barthaman, PIN-Durgapur, 713213, West Bengal, India, (2) MR. AMIT BANERJEE [PAN ANAPBO015B] Son of Mr. Debasish Banerjee by faith Hindu, by occupation Business, by Nationality- Indian, resident of: Village & Post-Fuljhore, P.S.- New Township, District- Burdwan presently Paschim Barthaman, PIN- 713206, West Bengal, India hereinafter referred as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successorin-office legal representatives, administrators, executors and assigns) of the SECOND PART.

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WHEREAS the Schedule mentioned property is purchased by Ardhendu Bikash Chakraborty son of Sri Sasanka Sekhar Chakraborty & Smt. Laxmi Chakraborty wife of Sri Ardhendu Bikash Chakraborty vide deed No- 4096 for the year 1984 of A.D.S.R. Durgapur and after that Ardhendu Bikash Chakraborty son of Sri Sasanka Sekhar Chakraborty & Smt. Laxmi Chakraborty wife of Sri Ardhendu Bikash Chakraborty sold the schedule mentioned land in favour of present vendor i.e. Tarun Kumar Sanyal vide deed No- 3680 for the year 2001 of A.D.S.R.Durgapur and mutated his

name in L.R.R.O.R. and after that said Tarun Kumar Sanyal son of Late Sunil Kumar Sanyal transferred the same by way of sale vide deed No- 933 for the year 2020 of A.D.S.R. Durgapur infavour of present Vendor i.e. Shayan Kumar Dey Son of Mr. Madan Mahon Dey.

AND WHEREAS the first part desire to develop the first schedule property by construction of multistoried building up to maximum limit of floor consisting of so many flats and parking space etc as approved by Jemua Gram Panchyat but the owner has not the sufficient fund for the development work and for this reason first part is in search of a developer for the said development work.

AND WHEREAS the First Part herein has approached the Second Part And whereas the Second part after considering various aspects of execution of the project and proposals of the Owners, has decided to construct multistoried building there- at, consisting of apartments and flat with the object of selling such flats/apartments to the prospective purchasers and the Second Part has accepted the proposal of First Part.

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

1. DEFINATION

- OWNERS/LANDLORD:- Shall mean Mr. Shayan Kumar Dey S/o Mr. Madan Mahon Dey, by faith Hindu, by Nationality-Indian, by occupation Student, residing at Rudrapur, Kumra, P.O. Kumra Kashipur, P.S. Habra, District:- North 24-Parganas, West Bengal, India, PIN 743271.
- 1.2 DEVELOPER:-Shall mean ARADHYA SPACE DEVELOPERS Being a Partnership Firm having its office at: 53, TAPOBAN HOUSING CO-OPERATIVE SOCIETY, POST - Benachity, & P.S.- Durgapur, District- Burdwan presently Paschim Barthaman, PIN- 713213, West Bengal, India.
- 1.3 LAND:- Shall mean the land measuring 4 (Four) Katha be the same a little more or less, appertaining to R.S. Plot No. 7, corresponding L.R. Plot No-59 comprised in L.R. Khatian No. 1398, L.R., J.L. No. 111, situated within Mouza-Tetikhola, Police Station: New Township, District- Burdwan presently Paschim Bardhaman, A.D.S.R. Office Durgapur, Jemua Gram Panchyat.



- 1.4 BUILDING:- Shall mean the Building/s to be constructed, erected, promoted, developed and built on the premises by the Owners herein or the Developer herein in the Land mentioned in the FIRST SCHEDULE.
- 1.5 COMMON AREAS AND INSTALLATIONS shall mean and include the areas installations and facilities comprised in the premises as mentioned and specified in the SECOND SCHEDULE hereunder written and expressed or intended by the Developer for common use and enjoyment of the co-owners in the manner and to the extent permitted by the Developer but shall not include the open terrace on any floor in the said Building or the top roof of the building and shall also not include the car parking spaces and other open and covered spaces at or within the premises which the Developer may use or permit to be used for parking of motor cars and/or any other purposes and the Developer shall have the absolute right to deal with the same, to which the Purchaser hereby consents.
- 1.6 ARCHITECT(S)-Shall mean such Architect_(s) whom the Developer may appoint time to time as the architect of the Building.
- 1.7 **GRAM PANCHYAT:** Shall mean the Jemua Gram Panchyat and shall also include other concerned authorities that may recommend, comment upon approve, sanction, modify and/or revise the Plans.
- 1.8 **PLAN:** Shall mean the sanctioned and/or approved plan of the building/s sanctioned by the Jemua Gram Panchyat and shall also include variations/modifications, alterations therein that may be made by the Owners herein or the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any.
- 1.9 OWNERS AREA:- Shall mean Three 2BHK flat consisting of 2 bed room, one Dining cum drawing, One Toilet, one Kitchen, one Balcony together with the undivided impartiable proportionate share and/or interest in the First Schedule mentioned land.
- 1.10 DEVELOPER'S AREA: Shall mean entire area of the Multistoried building/s together with the undivided impartiable proportionate share and/or interest in the said land and the common portions after providing owner area as mentioned in clause 1.9 of this agreement and shall also mean car parking spaces in the Ground Floor of the Building.

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- 1.11 UNIT/FLAT: Shall mean any Unit/Flat in the Building/s lying erected at and upon the premises and the right of common use of the common portions appurtenant to the concerned Unit/Flat and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat.
- 1.12 PROJECT: Shall mean the work of development undertake and to be done by the Owners herein or the Developer herein in respect of the premises in pursuance of the Development Agreement and/or any modification or extension thereof till such development, erection, promotion, construction and building of building/s at and upon the said premises be completed and possession of the completed Unit/s/Flat/s/Car Parking Space/s/ and Others be taken over by the Unit/Flat and occupiers.
- 1.13 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 or any circumstances beyond the control of the Developer.

1.14 PURCHASER/S shall mean and include:

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- A) If he/she be an individual than his/her respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- B) If it be a Hindu Undivided Family then its members of the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- C) If it be a Company then its successor or successors-in-interests and/or permitted assigns;
- D) 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;
- E) If it be a Trust then is Trustees for the time being and their successor(s)-in-interest and assigns.

- 1.1 MASCULINE GENDER: Shall include the feminine and neuter gender and vice versa.
- 1.2 SINGULAR NUMBER: Shall include the plural and vice-versa.
- 2. COMMENCEMENT: This agreement has commenced and shall be deemed to have commenced on and with effect from the date as mentioned herein above at the commencement of this agreement
- EFFECTIVENESS: This agreement shall become effective from the date of getting all necessary permission from the statutory authority/Government.
- 4. DURATION: __shall mean that the construction shall be completed within a period of 36 (thirty six) months from the date of sanctioned plan from the appropriate authority and or from getting peaceful vacant khas possession of the said property from the land Owners, which ever will be later and includes any extension taken place. If any extension is required due to force majeure, the Developer will inform the same in writing and obtained confirmation as to extension of time from the Land Owners.
- 5. SCOPE OF WORK: The Developer shall construct a multistoried building according to sanctioned plan of Jemua Gram Panchyat over and above the First Schedule Land. If Owner find any illegality in respect in this respect, all liabilities carry by Developer.

6. OWNERS DUTY & LIABILITY:-

- I. The owners have offered total land of 4 Katha for development and construction of housing complex consisting of flats/apartments, & parking spaces.
- II. That the owner shall vacate the land within 15 days from this agreement and deliver the developer peacefully possession of the 1st scheduled property to the second party subject to the terms and condition of this agreement.
- III. The Owners hereby declared that :
 - a) No acquisition proceedings have been initiated in respect of the schedule mentioned plot.
 - b) The said land is not coming within the purview of section-20 of the urban land ceiling and Regulation act.



- c) There is no agreement between the Owners and any other party except **ARADHYA SPACE DEVELOPERS** either for sale or for development and construction of housing complex and the said land is free from any encumbrance.
- IV. That the Owner also agreed that they give full authority & power to Second Part to do & execute all lawful acts, deeds things for the owners and on their behalf in respect of all activities related to developing and construction of a housing complex on The said land i.e receive sanctioned plan from the Jemua Gram Panchyat , such other statutory authority or authorities, received No objection certificate from Asansol Durgapur Development Authority, to make sign and verify all application or objection to appropriate authorities for all and any license permission or consent etc, to take legal proceedings which are required to be taken in connection with the work of development and construction if any legal action is taken against land owner in connection with the same project, to prosecute and defend such legal proceedings, affidavit, application, etc to engage advocate and to do all such things required to be done in that behalf and sign agreement for sale or sale deed on behalf of the land owner of flats/apartments to the prospective buyers and produce the same before the registering authority and accept booking money, advance and consideration money. However, the attorney or the developer shall not acquire any right, title or interest in the said land/premises and the owners shall agreed to ratify all acts and things lawfully done by the developer but the Owner shall not be responsible for any unlawful activities of the Developer.



- V. The owner shall be responsible to resolve all legal dispute related to land within 3 months from getting knowledge of the same.
- VI. That the owner has agreed that she will be personally present before the registration office to sign all the agreement.
- VII. That the owner also agreed that she shall give a development power of attorney in favour of the Developer with in seven days from this agreement.

7. DEVELOPER DUTY, LIABILITY & RESPONSIBILITY:-

- i. The developer ARADHYA SPACE DEVELOPERS Confirms accepts and assures the owner that they are fully acquainted with, aware of the process/formalities related to similar project in Municipal area and fully satisfied with the papers /documents related to the ownership, physical measurement of the land litigation free possession, suitability of the land viability of the said project and will raise no objection with regard thereto.
- ii. The developer confirms and assures the owner that they have the financial and other resources to meet and comply with all financial and other obligations needed for execution of the total project within schedule time under this agreement and the owner shall have any liability and or responsibility to finance and execute the project or part thereof.
- The developer has agreed to carry out the total project by iii. entrusting the entire job of planning, designing and execution under close supervision & security of reputed Architect/Planner, authorized/Licensed by appropriate authority. The building plan should comply with the standard norms of the multistoried buildings including structural design and approval of the local Any authority/municipal/Govt. agencies. sanctioning variation/alteration/modification from the original approved drawing/plan needs approval of the owner & the Architect before submission to the municipal/appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both the owner and developers. However, basic character of the project consisting of flats/apartment/parking space and common space like garden/water will remain intact unless agreed to by both the owner and Developers.
- iv. That the Developer shall be responsible for any acts deeds or things done towards any funds collection from one or more prospective buyer of the proposed flats.
 - v. 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

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

vi. That the Developer shall complete the Development work/Construction of building/flat at its own cost and expenses within 36 months from the date of sanction of the building plan from the appropriate authority and or from getting peaceful vacant khas possession of the said property from the land Owner, which ever will be later. If any extension is required due to force majeure, the Developer will inform the same in writing and obtained confirmation as to extension of time from the Land Owner.

vii. 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 case the Developers Shall be entirely responsibility.

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viii. That the developer shall agree to indemnify the land owner from the obligation of paying Income tax, sales tax or any other duties levies either by the state GOVT. or Central GOVT. or statutory local authorities from their part which are required to be paid for their profits which they derived after selling the flats to the prospective buyers. In case the developer fails to deliver the possession of the flats to the prospective buyers, in that event the developers himself shall only be responsible and answerable for the same. In case of any default on the part of the developer or if any legal action takes place, then the developer shall only be made liable for the same and untiler no circumstances the owner shall be made responsible.

ix. The duration of 36 months (except force Majure) is the essence of this agreement.

8. DEVELOPER ALLOCATION:-

Developer allocations shall mean all entire building including common facilities of the building along with undivided proportionate share of the "said property / premises" after providing the land owner allocation as mentioned in this deed.

9. CONSIDERATION:

In Consideration of the Owner having agreed to permit the developer to develop the said property and to construct, erect and Build a new Building in accordance with the plan which will sanctioned and in accordance with the specification and material description of which are stated in details in the Second SCHEDULE hereunder written.

10. CANCELLATION

The Owner have every right to cancel and/or rescind this agreement after 36 months from sanctioned plan if Developer fails to meet the major conditions of the agreement, and the additional Grace period granted by the Land Owner if the Developer is unable to complete the Construction work due to force majeure, for that Owner has to give a two month clear notice to the Developer.

11. MISCELLANEOUS:-

- 11.1.1.1 Indian Law- This agreement shall be subject to Indian law and under the Jurisdiction of Durgapur Court.
- 11.1.1.2 Confidentiality & non-disclosure- Both the parties shall keep all non-public information & documents concerning the transaction herewith confidential unless compelled by Judicial or administrative process.
- 11.1.1.3 Disputes- Differences in opinion in relation to or arising out during execution of the housing project 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 if the parties in dispute so agree otherwise two or more arbitrator, to be nominated by both the parties and their legal advisors.



- 11.1.1.4 Xerox copies of all statutory approvals of the competent bodies e.g. land conversion, approved building plan, lifting/connection of water & electricity, sewerage disposal etc. with due approval and or any other clearance from competent authority are to be supplied by the developers to the owner time to time.
- 11.1.1.5 The owner can visit the construction at reasonable time with prior intimation to the developer/site supervisor and discuss with the site supervisor but will not disrupt or interrupt the construction work. However, any unusual and non-permissible actions/operations if any observed at the site can be brought to the notice of the developer and the architect for discussion and necessary corrective action.
- 11.1.1.6 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 so as to render the first party free from legal obligations and all other risks and hazards whatsoever related to the project.
- 11.1.1.7 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 or 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 but the owner will be free from all financial or legal obligation.
- 11.1.1.8 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 own cost/expense for a guarantee period of next six months after handing over of physical possession of the flats to the customers.
- 11.1.1.9 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.

- 11.1.1.10 The landowner and the developers have entered into this agreement purely as a contract 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 and nothing contained herein shall provide right, title, interest of the land described in the schedule below to Developer by virtue of this agreement.
- 11.1.1.1 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.
- 11.1.1.12 That both the parties can seek specific performance of this agreement through court.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

All That piece or parcel of Baid Land measuring an area of 4 (Four) Katha be the same a little more or less, appertaining to R.S. Plot No. 7, corresponding L.R. Plot No-59 comprised in L.R. Khatian No. 1398, L.R. J.L. No. 111, situated within Mouza-Tetikhola, Police Station: New Township, District- Burdwan presently Paschim Bardhaman, A.D.S.R. Office-Durgapur, Jemua Gram Panchyat, Entire Land is butted and bounded:

On the North

: Land of Kakali Mondal

On the South

: House of Tapan Kumar Mukherjee

On the East

: 20 Feet wide Pucca Road

On the West

: R.S. Plot No-7 (P)



SECOND SCHEDULE ABOVE REFERRED TO

(Description of Owners area)

Three 3 BHK flat consisting of 3 bed room, one Dining cum drawing, One Toilet, one Kitchen, one Balcony together with the undivided impartiable proportionate share and/or interest in the First Schedule mentioned land.

THIRD SCHEDULE ABOVE REFERRED TO Specification of Building

STRUCTURAL	RCC Framed with anti-termite treatment in foundation.			
WATER SUPPLY	Ground Water.			
WALLS	Conventional brickwork/ Outer wall of 10 inch and Inner wall will be 5 Inch.			
WALL FINISH	Interior – Wall putty			
Exterior	Combination of weather coat.			
FLOORING	Vitrified Tiles in all bedrooms, Living-cum-Dining and Balcony.			
KITCHEN	Kitchen Floor made of Anti skit Tiles and platform made Granite Slab. Glazed tiles, up to the height of three feet from the Kitchen platform, one stainless steel sinks will be provided.			
TOILET	Anti skit Tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 6 feet. ISI/ISO branded sanitary (Parry ware /Hind ware) and CP fittings (as per supply), one western type commode, and one Indian type. Concealed plumbing and pipe work.			
DOORS	Door frame made of Sal wood. Front Decorative panel Door. Flush solid core/panel doors, and PVC door in toilet, Locks of stainless steel.			
WINDOWS	Sliding anodized grill glass window.			
COMMON Overhead illumination for compound and communication fo				
WIRINGS	Standard concealed wiring for electricity. Average 25(Twenty Five) Points for 2 BHK & 30(Thirty) Points for 3 BHK, Telephone and television point, Modular switches belong to superior brands, 2 no. of 15 Amp point to be provided for each unit and A.C point will be provided only in Bedroom.			
ELECTRIC METER	Individual meter for each unit by individual cost.			
AMENITIES	Adequate standby generator for common areas, services, Lift provided for every floor in the building.			

Lift provided for every floor in the building.



It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor/representative of Developer are attested in additional pages in this deed being no. (1) (A), i.e. in total numbers of pages and these wile treated as part of this deed.

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

SIGNED AND DELIVERED by the OWNERS/FIRST PART at DURGAPUR in the presence of:

Shayam Kumaz Dely

SIGNED AND DELIVERED by the DEVELOPER/SECOND PART at

DURGAPUR in the presence of:

WITNESSES:

D. Summit Marke.

Sh. Mannya, Marke.

Viu-Angorghus, Ort-15

P-s-Cayenn, Bid Brown

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Dist - Perchin Bordene

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

SUBRATA MUKHERJEE **ADVOCATE Durgapur Court** Enroll No.- WB/506/2007



भारत सरकार Government of India



Surajit Mondal

Father: Manoranjan Mondal

DOB: 15/07/1993

Male



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Unique Identification Authority of India

Address:

ANGADPUR, DURGAPUR -15, Durgapur (m Corp.), Angadpur, Barddhaman, West Bengal, 713215

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Govt. of West Bengal Directorate of Registration & Stamp Revenue

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GRN:

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Payment Mode

Online Payment

GRN Date: 23/07/2020 13:28:49

Bank:

State Bank of India

BRN:

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BRN Date: 23/07/2020 13:29:59

DEPOSITOR'S DETAILS

ld No.:

2000823213/3/2020

[Query No /Query Year]

Name:

AMIT BANERJEE

Contact No.:

Mobile No.:

+91 9333155557

E-mail:

Address:

Fuljhore Durgapur PIN 713206

Applicant Name:

Mr SUBRATA MUKHERJEE

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks:

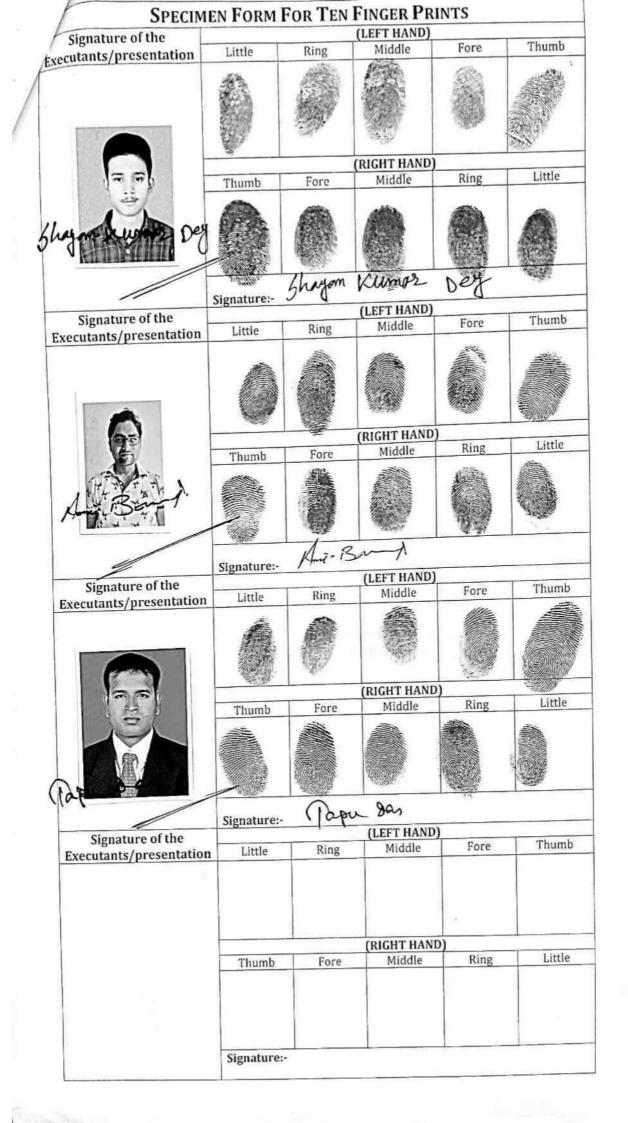
Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2000823213/3/2020	Property Registration- Stamp duty	0030-02-103-003-02	_10
2	2000823213/3/2020	Property Registration- Registration Fees	0030-03-104-001-16	14

In Words:

Rupees Twenty Four only





Shayon Kumar Dey



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आयकर विभाग INCOMETAX DEPARTMENT भारत सरकार GOVT, OF INDIA

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