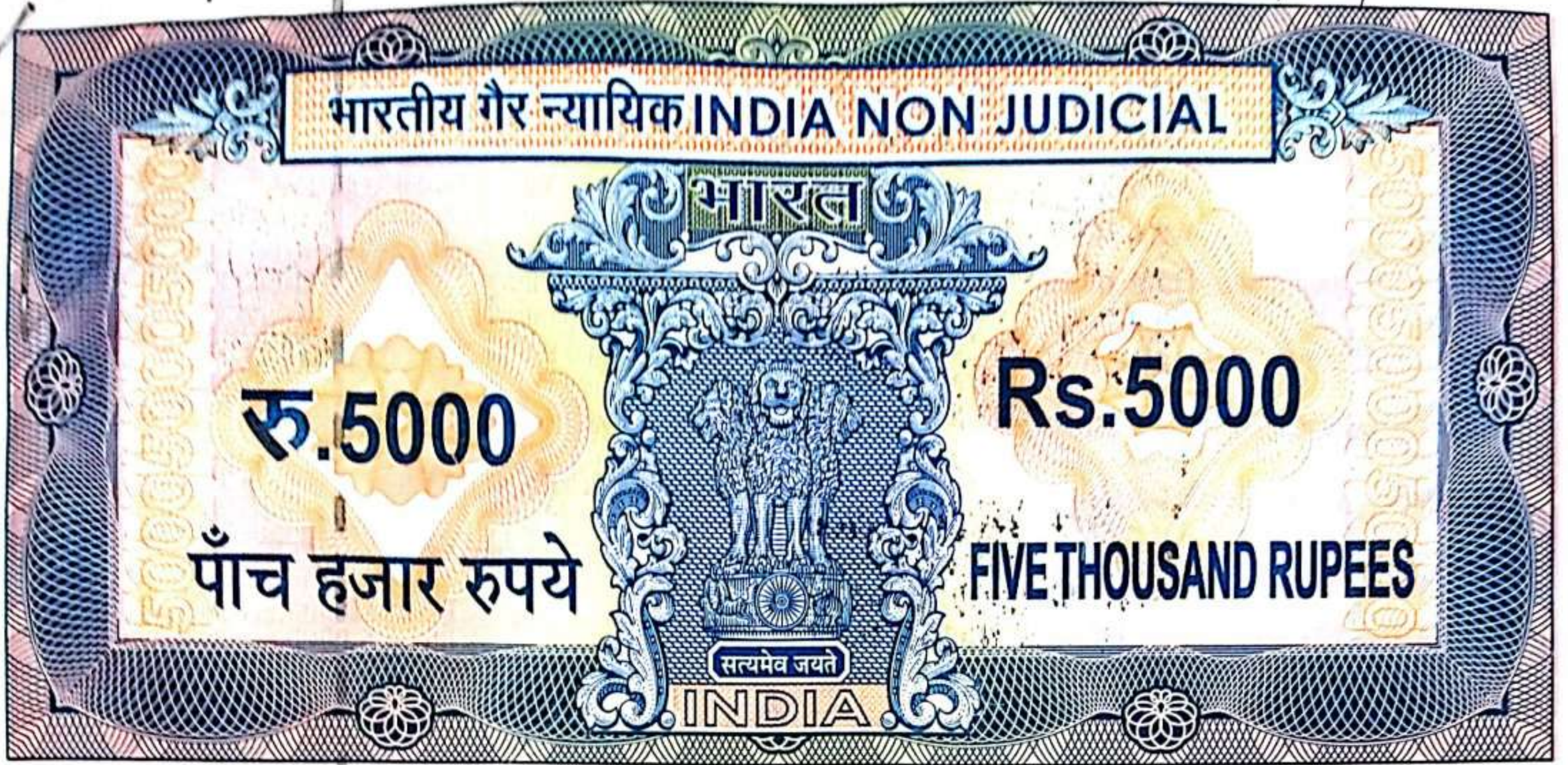


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**Certified that the Document  
is Admitted to Registration the  
Signature Sheet and the Endr-  
gements Attached with this  
Documents are the Part of this  
Document.**

**A.S.R. Durgam  
Bardwan**

**20 JAN 2022**

Query No. 2000197985/2022

GRN NO. 192021220166118631

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON 20 th  
DAY OF JANUARY, 2022

*Handwritten signature/initials*



Sl No. 3084 Date 20/01/2022  
Sold to N N Construction  
Address Dye-6  
Value of Stamp 5000  
Date of Purchase of the stamp  
Pepar from Treasury 06 JAN 2022  
Name of the Treasury from  
Durgapur

*Chatterjee*  
Somnath Chatterjee  
Stamp Vendor  
A.D.S.R. Office, Durgapur-1B  
Licence No.-1/2016-17



\_\_\_\_\_  
Addl. Dist. Sub-Registrar  
Durgapur, Paschim Bardhaman

20 JAN 2022



BETWEEN

**MR. DILIP KUMAR MONDAL** [PAN NO. AKWPM6260C] Son of Late Jayram Mondal, by faith -Hindu, by occupation-Business, Indian Citizen, resident of- Kururia Gram, P.O.- Amrai, P.S.-Durgapur, Dist- Paschim Barddhaman, W. B., Pin-713203, India, hereinafter referred to and called as "LANDOWNER" (which term and expressions 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

**N.N. CONSTRUCTION**, having PAN No ADFPH3818M, a Proprietorship Firm, having its Office at Balaka Park, Bidhannagar, P.O. ABL & P.S. New Township, Durgapur, Pin-713206, West Bengal, India, represented by its Proprietor **MR. BIKRAM HAZRA** [PAN NO. ADFPH3818M], son of Sri Nirad Baran Hazra, by faith-Hindu, by Occupation-Business, Indian Citizen, resident of OCD-2, North J.N. Avenue, P.O.-Amrabati, P.S.-New Township, Dist.-Paschim Bardhaman, West Bengal, hereinafter referred to and called as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the SECOND PART.

WHEREAS the present owner namely Mr. DILIP KUMAR MONDAL, Son of Late Jayram Mondal previously entered into a Development Agreement on 24/07/2019 with SHOME DEVELOPERS, a Proprietorship concern, having its office at D-2-5A, Vidyasagar Pally, Benachity, P.O.-Durgapur-13, P.S.-Durgapur, Dist.-Paschim Bardhaman, West Bengal, India, represented by its Proprietor Sri SUKHENDU SHOME (PAN NO. ASBPS4360C), son of Late Santosh Shome and registered the said Development Agreement, vide Regd. Deed No. I-020604444/2019, dated 24/07/2019 and Regd. Development POA Deed, vide No. I-04759/2019 and thereafter due to financial crises of the said Developer, they jointly cancelled the said Registered Development Agreement and Development Power of Attorney, before the A.D.S.R. Office on 19/01/2022, by Regd. Cancellation of Agreement Deed No. I-230600435/2022 and Regd. Cancellation of Power of Attorney Deed No. IV-230600010/2022.

WHEREAS the Landowner is seize, owned and possess of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring an area of land 16(Sixteen) Decimal more or less 9.7(Nine point Seven) Katha, in the Dist.-Paschim Bardharnan, under P.S.-Durgapur, within Mouza-Kururia, J.L. No.56, R.S. Khatian No.19(Nineteen), L.R. Khatian No.4419(Forty-Four Hundred Nineteen), & 4420(Forty-Four Hundred Twenty), R.S. Plot No.747 (Seven Hundred Forty-Seven), L.R. Plot No.1875(Eighteen Hundred Seventy-Five), by virtue of Regd. Sale Deeds vide No. I-



1360/2019 of A.D.S.R. Durgapur, which is hereinafter more fully mentioned in the "First Schedule", and hereinafter called as 'said property'.

AND WHEREAS the "First Schedule" mentioned property previously belong to Nihar Kumar Guha Niyagi s/o Narendra. Kumar Guha Niyagi. He had got the property from Subodh Kumar Roy slo Karuna Kumar Roy, by virtue of Regd. Sale Deed vide No. I-979/1967 of Joint Sub-Registrar Raniganj at Durgapur.

That in the year, 1992, said Nihar Kumar Guha Niyagi has transferred 5 Decimal land in favour of Sri Gopal Saha, Son of Dharendra Math Saha, by executing a Regd. Sale Deed vide Deed No.I-3869/1992 before the A.D.S.R. Durgapur and to that effect, said Gopal Saha became the owner of 5(five) Decimal land out of entire "First Schedule" property, and his name has duly been recorded in the L.R.R.O.R. vide Khatian No.4419 of Mouza-Kururia.

That said Nihar Kumar Guha Niyagi has also transferred the rest 11(eleven) Decimal land in favour of Smt. Doli Saha w/o Sri Nilmoni Saha and Sri Navendu Saha s/o Sri Nilmoni Saha, by executing a Regd. Sale Deed vide No.I-3868/1992 before the A.D.S.R. Durgapur, and to that effect, said Smt. Doli Saha and Sri Navendu Saha became the joint owner of 11(eleven) Decimal land out of entire "First Schedule" property and they have also transferred the same in favour of Sri Naresh Chandra Saha s/o Lt. Charu Chandra Saha, by executing Regd. Sale Deed vide No.I-7230/2008 before the A.D.S.R. Durgapur. And to that effect, said Naresh Chandra Saha became the owner of 11(eleven) Decimal land out of entire "First Schedule" property, and his name has duly been recorded in the L.R.R.O.R. vide Khatian No.4420 of Mouza-Kururia.

AND WHEREAS said Gopal Saha & Naresh Chandra Saha, being the joint owners of the "First Schedule" property has transferred the entire land in favour of the Landowner herein by executing Regd. Sale Deed vide No. I-020604360/2019, before the A.D.S.R. Durgapur, and to that effect, the Landowner herein became the present rightful owner 86 possessor of the "First Schedule" property hereunder.

AND WHEREAS the Landowner desires to develop the "Said Property", by construction of multi-storied building/s up to maximum limit of floor, consisting of as many as flats, units, garages etc., with the permissions of the Durgapur Municipal Corporation, and/or Asansol Durgapur Development Authority and/or any other concern Authority/Authorities, and due to his paucity of funds and lack of sufficient time & experience, and as he could not be able to take necessary steps in everywhere for the said development construction works, as such the Landowner has approached the developer herein, to do the said development construction work at the developers' cost & expenses, with the permissions & approvals of

*For  
A.S.*



Durgapur Municipal Corporation, and/or Asansol Durgapur Development Authority or any other concern Authority/ Authorities, and Developer herein after prolong discussion with the Landowner, has agreed to do the development construction work over the schedule mentioned property, and to avoid any future dispute & litigation, both the parties AGREED to prepare and execute this written agreement on terms & conditions having been settled by & between the parties after mutual discussion.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED &  
AGREED BY THE PARTIES AS FOLLOWS. -

1) That this agreement shall be deemed to have commenced on and with effect from the date, month and the year first above written.

2) GENERAL MEANING OF THE TERMS. -

- i) BUILDING, shall mean the proposed multistoried building/s up to maximum limit of floors consisting of as many as flats/units, garages etc., to be constructed by the Developer herein, according to the permissions & approvals of the Durgapur Municipal Corporation and Asansol Durgapur Development Authority and/or any other concern Authority/Authorities, on the 'said property' more-fully and specifically describe in the "First Schedule" written hereunder, and the said multistoried building hereinafter referred to as the BUILDING known as "MEHA PREMIERA PH-II".
- ii) PREMISES as well as SAID PROPERTY, shall mean ALL THAT piece and parcel of land measuring an area of land 16(Sixteen) Decimal more or less 9.7(Nine point Seven) Katha, in the Dist.-Paschim Bardhaman, under P.S.-Durgapur, within Mouza-Kururia, J.L. No.56, R.S. Khatian No.19(Nineteen), L.R. Khatian No.4419(Forty Four Hundred Nineteen), & 4420(Forty Four Hundred Twenty), R.S. Plot No.747(Seven Hundred Forty Seven), L.R. Plot No.1875(Eighteen Hundred Seventy Five), more-fully and particularly mentioned, described, explained, enumerated and provided in the 'First Schedule' hereunder written and/or given, and the premises hereinafter referred to as the "SAID PREMISES as well as SAID PROPERTY".
- iii) PLAN, shall mean the Approved Building Plan for construction of the 'said building' on the 'said premises, which will approve and/or permit by the Durgapur Municipal Corporation as/or by the concerned Authorities, 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 extension thereof, made or caused by the Developer and/or the Landowner with mutual consent. DEVELOPMENT AGREEMENT: shall mean this Agreement Between the Landowner and the Developer herein relating to the development, promotion, construction, erection of building/s at and upon the 'said premises', and shall also include all amendments, modifications, alterations, and changes, if any, made therein and all extensions, if any, thereof from time to time.

- iv) DEVELOPMENT AGREEMENT shall mean this Agreement Between the Landowner and the Developer herein relating to the development, promotion, construction, erection of building/s lying/erected at and upon the said premises, and the right of common use of the common portion 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.
- v) THE UNIT/FLAT: shall mean any Unit/Flat/apartment or any other covered space in the said Building/s, which is capable of being exclusively owned, used and/or enjoyed, and the Unit/Flat in the said Building/ s lying/erected at and upon the said premises, and the right of common use of the common portion 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.
- vi) PARKING SPACE: shall mean the covered space at the Ground Floor of the said Building/s and also surrounding the said proposed multistoried Building/s, if any that may be earmarked by the Developer herein.
- vii) ARCHITECT(S): shall mean such Architect(s) whom the e o from time to time, appoint for execution of the development of schedule mentioned land.
- viii) PROJECT: shall mean the proposed multistoried building/s up to maximum limit of floors, consisting of as many as flats/units/garages etc. i.e. the construction work of development, undertake and to be done by the Developer herein, over the "said premises" in pursuance of the Development Agreement and/or any modification or extension thereof, till the completion of such development, erect, promotion, construction of the multistoried building/s at and upon the said premises.

*Handwritten signature*



LANDOWNER - shall mean SRI DILIP KUMAR MONDAL, son of Late Jayram Mondal.

- x) DEVELOPER shall N.N. CONSTRUCTION having PAN No ADFPH3818M, a Proprietorship Firm, having its Office at Balaka Park, Bidhannagar, P.O. ABL & P.S. New Township, Durgapur, Pin-713206, West Bengal, India, represented by its Proprietor MR. BIKRAM HAZRA [PAN NO. ADFPH3818M], son of Sri Nirad Baran Hazra and includes its' successors-in-office, successors in interest and assigns, representatives.
- xi) FORCE MAJEURE shall mean & include natural calamities, act of god, fire, civil commotion, riot, war, strike, lockout, notice or prohibitory order from any authority, shortage of essential commodities, Labour unrest, Local problem and/or local disturbance, and/or any other act or commission or circumstance beyond the control of the Developer.
- xii) EFFECTIVENESS - This agreement shall become effective from the date of execution of this agreement.
- xiii) COMMENCEMENT OF CONSTRUCTION WORK shall mean the "DATE" on which the Developer will start excavation of earth at the "said premises" to do the development construction work/construction of the said Building/ s, after receive approved building plan & all the permissions as approvals for the same, from the concerned authority/authorities. Be it mentioned the Developer herein shall intimate the "Date" by writing to the Landowner herein.
- xiv) WORDS COMMONLY USED TO REFER THE MASCULINE GENDER shall include the feminine and neuter gender and vice versa.
- xv) SINGULAR NUMBER Shall include the plural and vice-versa unless th context states otherwise.

### 3) LANDOWNERS as DEVELOPER'S ALLOCATION

That it has been agreed between the parties that the tune of share or division of the units/Flats/apartment to be construct by the Developer herein on the 'First Schedule' below property, will be in this way:-

- 1) that the Landowner will get total amount of Rs.53,00,000/- (Rupees Fifty Three Lakh) only along with 1(one) 2BHK self-contained Flat upon the proposed multistoried



Building/project name as "MEHA PREMIERA PH-II", measuring about an area more or less 850 (Eight Hundred Fifty) Square Feet of Super Built-up Area, in accordance with the sanction building plan, which will be duly approved & permitted by the Durgapur Municipal Corporation and/or by the concerned authority, in respect of the "First Schedule" hereunder.

ii) That the Developer will get the remaining units / flats / parking space / portions / constructed area, on the actual coverage / usage of the land, as per sanctioned building plan duly approved & permitted by the Durgapur Municipal Corporation, and/or by the concerned authority, subject to payment of Rs.53,00,000/- (Rupees Fifty Three Lakh) only along with 1(one) 2BHK self-contained Flat, measuring about an area more or less 850 (Eight Hundred Fifty) Square Feet of Super Built-up Area only towards the Landowner's Allocation, as mentioned & described in the "Second Schedule" hereunder.

4) Duties es Liabilities of the Landowner, and it is hereby undertake & agreed by the Landowner as follows. -

i) That the Landowner is now absolutely seize and possess of or otherwise well and sufficiently entitled to the said premises' as the absolute owner, with free from all encumbrance having marketable title thereof, and without receiving any notice for acquisition and requisition from any authority, having been beyond the ceiling limit under the Urban Land (Ceiling and Regulation Act, 1976), and being not attached with any suit, decree or order of any court of law or due Income Tax or Revenue or any public demand whatsoever, in spite of that, if there is an dispute in respect of the said property, then the Landowner shall be fully responsible and shall be solve the same at his own costs and expenses as early as possible from the date of raising out of the said dispute.

ii) That the Landowner in pursuance of this agreement, hand-over the peaceful physical vacate possession of the 'said premises' as mentioned in the "First Schedule" hereunder, to the Developer herein, for the proposed development project/ construction of multistoried building/is, simultaneously within the 7(seven) days from the execution of this agreement, and the same shall remain under the possession of the Developer, till the completion of the said proposed development project/ construction of building/s, and till handover the possession of all flats/units/apartments thereof, with registered deed of conveyance(s)/sale by each of unique intended owneris thereof.

iii) That the Landowner shall pay all taxes, fees, outgoings and etc. including arrears of the Government/Durgapur Municipal Corporation and any other authority / authorities before the concerned authority/authorities in respect of said premises, till the date of signing of



presents, and also liable to pay the expenses for Mutation of his name in the R.O.R. in respect of the 'said premises'.

iv) That if any dispute arises regarding the title and ownership & possession in respect of the said premises of the Landowner herein, from any person / s or any other, then the Landowner at his own costs and expenses to be clear the "said property" having establishing of right and marketable title in his name, with free from all encumbrance, though the Landowner admits that no suits and /or proceedings and for litigations are filed /pending before any court of law in connection with the said property or any part thereof, and if any dispute arise in future in respect of the said property & against the development works thereon, & for which if the Developer became unable to complete the said project thereon, then the Landowner shall be liable to pay to the Developer, the entire costs and expenses of the Developer incurred for the said project/ development works at the "said property", till that date, as assessed by the Developer in accordance with the market value.

v) That the Landowner shall not claim any manner save & except that written in the "Second Schedule" herein below in respect of his allocation in respect of the "said Building/s".

vi) That the Landowner during the continuance of the development work of the project shall not cause any impediment of hindrance or obstruction in whatsoever nature and/or manner in the construction of the proposed building and/or project caused by the developer.

vii) That the Landowner shall not sell, lease, mortgage, let-out and /or charge the said premises and any part thereof, towards any third party on and from the date of execution of this Agreement, till the date of completion of the project including subsisting of this Agreement, and, also the Landowner shall not, do any acts, deeds or things, where by the Developer may be prevented from selling, assigning and / or disposing of any portion fallen under the Developer's allocation in the said proposed building. It is further declared by the Landowner that he did not sign and/or execute any agreement in any manner with any third party in respect of the "First Schedule" property, and subsequently, if any sort of agreement/s is/are found then the same will be treated as cancelled.

viii) That the Landowner shall have no right or power to terminate these presents, till the completion of the aforesaid development project, including to sell/transfer the Developer's allocated portion, written in the "Second Schedule" herein, towards the intending purchaser/ s, subject to the terms & conditions & time limit of these presents.



that the Landowner shall handover to the Developer the all original title Deeds, cha/land records of rights / Tax Receipts & other relevant documents/papers, what he possess in respect of the First Schedule hereunder, simultaneously with the signing of these presents.

x) That Landowner shall be liable to pay the proportionate share of cost in connection with D.G. setup, Expenses for Electricity Connection, & all other amenities attach to the proposed project/building/s at the "said property", in connection with his respective allotted flat/ unit/apartment/parking space, in addition to the Govt. taxes like; GST etc., towards the Developer herein.

5) Rights, Duties & Liabilities of the Developer, and it is hereby undertake & agreed by the Developer as follows:-

i) That the Developer by these presents, shall have every right and power to start all kinds of development works of the proposed project on and from the date of signing of this agreement, including obtaining plan & permission from the Durgapur Municipal Corporation and by the concerned authority, including the proper plan for development of the said property described in the "First Schedule" hereunder written, and to submit the same to the Durgapur Municipal Corporation and by the concerned authority for obtaining approval to the same, and to enter upon the said property, either as on or along with others, to look after and to control all the affairs of the proposed development works, and to erect new building and structure by virtue of the sanctioned building plan, and to supervise the development work in respect of the new construction through contractors, sub-contractors, architects and surveyor's as may be required by the said developer for construction of the proposed building/s and structures of the said property in accordance with the plan and specifications sanctioned by the Durgapur Municipal Corporation and/or by the concerned authority but without transferring any ownership right in favour of the Developer.

ii) That the Developer by these presents, shall have every right and power to collect and receive earnest money and/or advance or part payment of full consideration from any prospective buyer/ s or purchaser for booking and sell/transfer of such flat/s, and parking space/s, and also to receive and collect or demand the consideration amount for the same, and for that act/s or purpose/ s to make sign and execute and/or give proper and lawful discharge for the same, in respect of allocation of the Developer but without transferring any ownership right in favour of the Developer.

Dr. Adv.



the Developer by these presents, shall have every right and power to sell, transfer, assign and dispose of any unit/s or flats, and parking space at the said proposed multistoried building/s or project known as "MEHA PREMIERA PH-II" at the said premises, in respect of Developer's allocated portion, on ownership basis towards any intending purchaser/s or buyer/s, and/or in any other manner as may be deem fit and proper, and accept final consideration money in regards to the unit/flat/apartment/portion with common facilities at the said proposed project at the "First Schedule" herein, as deem fit & proper, after receive Regd. Development Power of Attorney from the Landowner herein.

iv) That the Developer by these presents, shall have every right and power, to execute from time to time, agreements or agreement for sale of such flat/s or apartment or garage/s, and to transfer the same, on ownership basis by conveyance in respect of the multistoried building/s, which will be constructed on the said property, and also to execute and sign conveyance, transfer and surrender in respect of the said property, or any part thereof, and present document/s for registration, and to admit the execution of any such document/s before the appropriate registering authority, in respect of the allocation of the Developer, after receive Regd. Development Power of Attorney from the Landowner herein.

v) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, which will be needed by the Developer for the proposed development project, shall be prepared by the developer at its' own costs and expenses in the name of the Landowner &/or his name, without reimbursement the same by the Landowner, and the Landowner shall sign on the plan application, papers, documents etc., when the developer asked for the same without demanding any remuneration and money for the same.

vi) That by virtue of these presents, the Developer is hereby empowered to raise the construction of the proposed new multistoried building/ s of maximum limit of floors consisting of as many as flats, garages etc. on the above mentioned property as well as on the property more-fully mentioned in the "First Schedule" hereunder by investing his own finance, and, the Developer may take Construction Loan/Project Loan or take loan /borrowed money from any financial institutions or any Nationalized, Private or Public Sector Banks for the proposed construction of the project at the "First Schedule" hereunder, and the Landowner shall not be liable in any course of incident for the same.

vii) That the Developer shall be authorized in the name of the Landowner, if necessary to apply for temporary and permanent; connection for electricity, sewerage, drainage, water and other facilities, if needed, for the construction of the building as well as completion of the projects, at the costs of the Developer.



That the Developer shall complete the construction of the "Said Building/s" and/or 'project' known as "MEHA PREMIERA PH-II" at its costs and expenses in pursuance of the sanctioned Building Plan & Permissions within 36(Thirty-Six) months from the date of approval of all documents with further additional period of 6(Six) months, if needed and the time shall be computed on and from the date of execution/commencement of this agreement, subject to the circumstances of Force Majeure.

ix) That the stipulated time for construction as stated above shall be extended, if the Developer is prevented to continue the Development Works of the project by any unforeseen reasons beyond the control of the Developer and/or force majeure, and in that case, the time so to be elapsed should be extended further beyond the aforesaid contractual period without raising any objection from the part of the Landowner.

x) That after the execution of these presents, all the taxes, rates, fees, outgoings etc. in respect of the "said premises" shall be borne the Developer till the date of hand-over the allocation to the respective unit/flat owner/s.

xi) That the Developer shall be continue the development construction works of the "said Building" at the "said Premises" under the name & style, as the Developer shall choice/ fix and that will be final.

xii) That the Developer shall have exclusive right to amalgamate the "Said Property" to any other adjacent plot of land / lands situated around the said property without taking any prior permission from the Landowner in the manner whatsoever the developer may deem fit and proper. The Landowner shall sign and execute all necessary Agreement/s, documents, deed of amalgamation and other paper/ s in whatsoever manner and/or nature to the Developer, without raising any objection and demanding any amount in respect thereof, but the Landowner allocation will remain same, as written in these presents. The Developer shall have every right to take project finance from any Nationalized Bank in that effect the Landowner shall not give any objection and he will help the Developer to take the project Loan and also complete the said project smoothly.

xiii) The Developer hereby undertakes to keep the Landowner indemnified against any third party, claim, suits, costs, proceedings and claims for any third party including and /or statutory authorities and /or adjacent neighbors, which may arise out of the Developer's actions with regard to the development and construction of the building on the said premises".

*Handwritten signature/initials*



that the Developer by virtue of these presents, shall have right and/ or authority to with any person/persons, and/ or enter into any contract, and/ or agreement, to borrow money &/ or to take advance against any unit/flat/portion along with acquired right under this agreement, from any Nationalized, Private or Public Sector Bank and/ or financial institution.

xv) 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/apartment.

xvi) That the Developer shall be liable/responsible for received any booking amount/advance/full consideration amount in connection with any agreement for sale from one or more prospective buyer/s of the proposed flats/units in respect of the proposed project at the first schedule hereunder.

6) Mutual consent of the Parties :-

I) That all the term & conditions of this agreement shall be bound to obey by all the parties of these presents.

II) The Landowner and the Developer have entered into these presents purely as a contract, and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner, nor shall the parties here to be constituted as Association of persons.

iii) That any terms & conditions & clauses of these presents, if required to amend /alter in future, then both the parties by mutual understanding can amend/alter the same by preparing a Registered Instrument/Document in continuation of these presents.

iv) That if any fraction figure is cane-out, at the time of handover the allocation of the Landowner as mentioned in the 'Second Schedule' hereunder, then the fraction figure will be roundup by adding the same in the area of Landowner or Developer, as per their mutual understanding, in that case, whoever will hold the fraction figure, he will be liable to pay Rs.1800/- (Eighteen Hundred) only per square feet for the same towards another person.

v) That if any dispute & difference arise out of these presents, shall be referred to an Advocate namely Swapan Kumar Dutta, Advocate, Durgapur Court as decided by the Developer herein for arbitration and the said Advocate shall act, as Arbitrator having power of summary procedure and may or may not keep any record of Arbitration



proceedings and shall be governed by the provisions of Indian Arbitration & Conciliation Act, 1996, with all modification for the time being in force & whose decision shall be final and binding upon all the parties herein.

vi) The court under which jurisdiction the land is situated shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

**FIRST SCHEDULE**  
**AS REFERRED HEREIN ABOVE**  
**(Description of Land/Premises)**

ALL THAT piece & parcel of land in the Dist.- Paschim Bardhaman, P.S.-Durgapur, within the area of Durgapur Municipal Corporation, at Mouza- Kururia, J.L. No.56, R.S. Khatian No.19(Nineteen).

1) R.S. Plot No.747(Seven Hundred Forty-Seven),L.R. Plot No.1875 (Eighteen Hundred Seventy-Five), L.R. Khatian No.4419 (Forty-Four Hundred Nineteen), measuring an area of land 5 (Five)Decimal.

2) R.S. Plot No.747 (Seven Hundred Forty-Seven), L.R. Plot No.1875(Eighteen Hundred Seventy-Five), L.R.Khatian No.4420 (Forty-Four Hundred Twenty), measuring an area of land 11 (Eleven) Decimal.

Total Area of Land 16 (Sixteen) Decimal more or less 9.7 (Nine Point Seven) Katha under Durgapur Municipal Corporation, B.L. & L.R.O. Faridpur-Durgapur and the Land is recorded as Danga and proposed to be use as Bastu for Residential Housing Complex Purpose.

Butted and Bounded as follows:-

North R.S. Plot No.747(P).

South: 30 feet wide Pucca Road.

East: R.S. Plot No.747(P).

West: 16 feet wide Kancha Road.

*For  
File*

*Asst. Commr.  
Bardhaman*



**SECOND SCHEDULE**  
**AS REFERRED HEREIN ABOVE**  
**DESCRIPTION OF ALLOCATION OF THE LANDOWNER & DEVELOPER**

- a) That it has been agreed between the parties that the Landowner will get total amount of Rs.53,00,000/- (Rupees Fifty Three Lakh) only along with 1(one) 2BHK self-contained Flat upon the proposed multistoried Building/project name as "MEHA PREMIERA PH-II", measuring about an area more or less 850 (Eight Hundred Fifty) Square Feet of Super Built-up Area, in accordance with the sanction building plan, which will be duly approved & permitted by the Durgapur Municipal Corporation, in respect of the "First Schedule" hereunder.
- b) That in respect of the aforesaid Landowner's Allocation, the Landowner will get the sum of Rs.20,00,000/-(Rupees Twenty Lakh)) only from the Developer herein at the time of Registration of this Development Agreement, through fund transfer.
- c) That the Developer shall be pay/ liable to clear the remaining amount of Rs.33,00,000/- (Rupees Thirty Three Lakh) only to the Landowner herein, into nine further part payment, within 36 months from the date of execution/commencement of this Agreement, as mentioned below:-
- i) That the Developer shall be pay/liable to pay the second part payment of Rs.4,00,000/- (Rupees Four Lakh) only through cheque, within 6(six) months from the date of execution of this agreement.
- ii) That the Developer shall be pay liable to pay the third part payment of Rs.2,00,000/- (Rupees Two Lakh) only through cheque, within 8(Eight) Months from the date of execution of this agreement.
- iii) That the Developer shall be pay/liable to clear the fourth part payment of Rs.2,00,000/- (Rupees Two Lakh) only through cheque, within 10(Ten) months from the date of execution of this agreement.
- iv) That the Developer shall be pay/ liable to clear the fifth part payment of Rs.2,00,000/- (Rupees Two Lakh) only through cheque, within 12(Twelve) months from the date of execution of this agreement.
- v) That the Developer shall be pay/ liable to clear the sixth part payment of Rs.3,00,000/- (Rupees Three Lakh) only through cheque, within 16(Sixteen) months from the date of execution of this agreement.



That the Developer shall be pay/ liable to clear the seventh part payment of Rs.3,00,000/- (Rupees Three Lakh) only through cheque, within 20(Twenty) months from the date of execution of this agreement.

vii) That the Developer shall be pay/ liable to clear the eighth part payment of Rs.3,00,000/- (Rupees Three Lakh) only through cheque, within 24(Twenty Four) months from the date of execution of this agreement.

viii) That the Developer shall be pay/ liable to clear the ninth part payment of Rs.7,00,000/- (Rupees Seven Lakh) only through cheque, within 27(Twenty Seven) months from the date of execution of this agreement and

ix) That the Developer shall be pay/ liable to clear the tenth part payment of Rs.7,00,000/- (Rupees Seven Lakh) only through cheque, within 36(Thirty Six) months from the date of execution of this agreement.

d) That the Developer will get all the units/flats/apartments/parking space/portions/constructed area, as per sanction building plan duly approved &permitted by the Durgapur Municipal Corporation, and/or by the concerned. authority, after excluding the Landowner's allotted flat/ apartment.

e) That the Landowner hereinafter, shall have no right to claim or demand any further unit/flat or any further sum of money, except the mentioned above.

General Specification of "said building"

Foundation	R.C.C. Framed
Structure	R.C.C. Framed Structure
Roof	RCC Slab with good quality materials.
Brick Work	Bricks wall with plastering, thickness External Walls 10" & internal walls 5" and/or 3"
External Wall Finished	Weather Coat
Interior Wall Finished	All internal wall-wall Putty finished.
Flooring	Vitrified Tiles in all rooms, and anti-skid ceramic Tiles in Toilet & Kitchen.
Window	Anodized Aluminum Sliding windows with glass



Entry Kitchen & Toilet	Concealed pipeline, glazed tiles up to 5' feet height, Plumbing CP fittings of ISI slandered, One Shower and Geyser Point in common Bathroom.
Kitchen Platform & wall	Cooking platform with granite/green polish slab, one stainless steel sink, ceramic tiles up to 24" above cooking platform.
Electrical Installation	Concealed wiring throughout the flats, Havels switches with adequate power point in each room.
Lift	24 (Twenty-Four) hours Lift Service (Slendered Quality)
Fire Protection	Fire extinguishing Equipment at Common Spaces.
Common Facilities	Septic Tank, water supply arrangement, pathways, boundary wall, roof, meter spaces and other as stated herein
Generator	24 Hour Power backup by slendered quality D.G

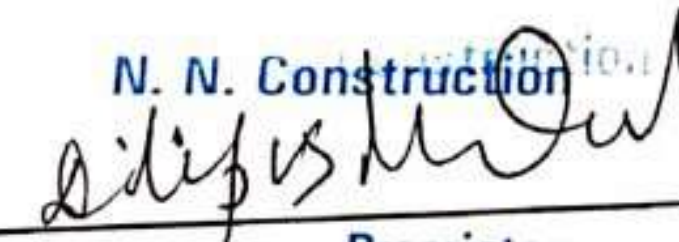
A separate sheet has been annexed to this agreement containing the signature, fingers print and photographs of the Landowner & Developer herein, which is the part and parcel of these presents.

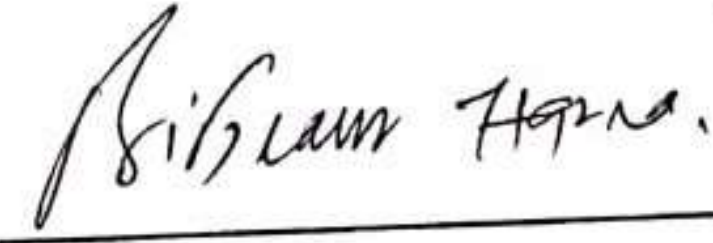
IN WITNESS WHEREOF both the parties of these presents do hereby put their respective signatures, in the free, fair state of mind, after gone through all the terms & conditions & expressions of these presents on this the 20<sup>th</sup> day of January, 2022 at Durgapur.

WITNESSES:

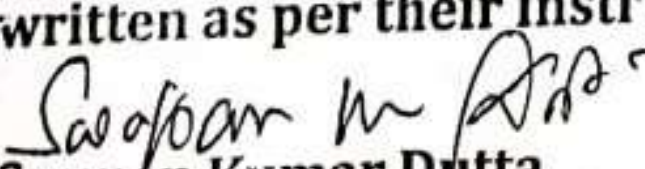
17 Souvik Roy  
20 Alok Roy  
20 Parag Bohra  
P.M-7713148

27 Nikanta chand  
Pradip chand  
Baidyanath pr

N. N. Construction  
  
Proprietor  
Signature of the Land Owner

  
Signature of the Land Developer

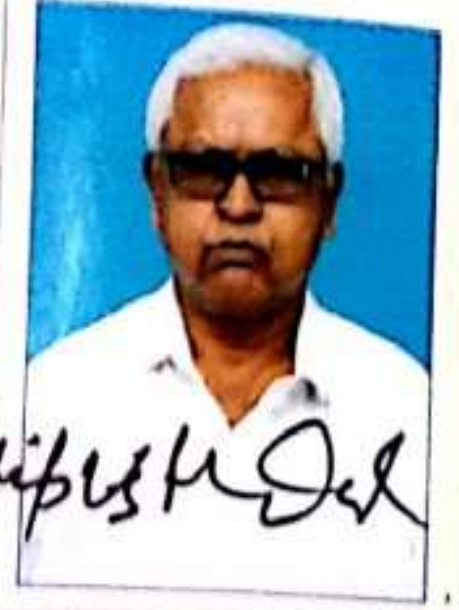
Drafted and Typed at my office & I read over & Explained in Mother languages to all parties to this deed and all of them admit that the same has been correctly written as per their instruction

  
Swapan Kumar Dutta  
Advocate.

En. No. WB/999/09



বৃজাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small



*Signature*

উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল  
color passport size photograph, finger print & attested by me

*Signature*

ডান হাত Right Hand					
★	বৃজাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					



*Signature*

উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল  
color passport size photograph, finger print & attested by me

*Signature*

ডান হাত Right Hand					
★	বৃজাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					

উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল  
color passport size photograph, finger print & attested by me

ডান হাত Right Hand					
★	বৃজাঙ্গুল Thumb	তর্জনি Fore	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small
বাম হাত Left Hand					

উপরের ছবি ও টিপ গুলি আমার দ্বারা প্রত্যায়িত হইল  
color passport size photograph, finger print & attested by me



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

**Details**

GRN: 192021220166118631  
GRN Date: 19/01/2022 21:58:00  
BRN: 1687729340  
Payment Status: Successful

Payment Mode: Online Payment  
Bank/Gateway: HDFC Bank  
BRN Date: 19/01/2022 22:01:35  
Payment Ref. No: 2000197985/3/2022  
(Query No \* Query Year)

**Depositor Details**

Depositor's Name: Bikram Hazra  
Address: North JN Avenue Durgapur  
Mobile: 8170017961  
Depositor Status: Others  
Query No: 2000197985  
Applicant's Name: Mr Swapan Kumar Dutta  
Identification No: 2000197985/3/2022  
Remarks: Sale, Development Agreement or Construction agreement

**Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000197985/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	2011
2	2000197985/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	53014
			<b>Total</b>	<b>55025</b>

**IN WORDS: FIFTY FIVE THOUSAND TWENTY FIVE ONLY.**





भारत सरकार  
Government of India



Souvik Roy  
Father : ALOK ROY  
DOB : 31/12/1997  
Male



4398 2382 4531

आधार - आम आदमी का अधिकार



*Souvik Roy*

5005 MAL G S



भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

Address:  
SOUTH CANEL PAR, PANAGARH BAZAR, G T ROAD ,  
BUS STAND, Panagar, Barddhaman, Panagar Bazara,  
West Bengal, 713148

4398 2382 4531

1947  
1800 300 1947

help@uidai.gov.in

www  
www.uidai.gov.in

*Souvik Roy*

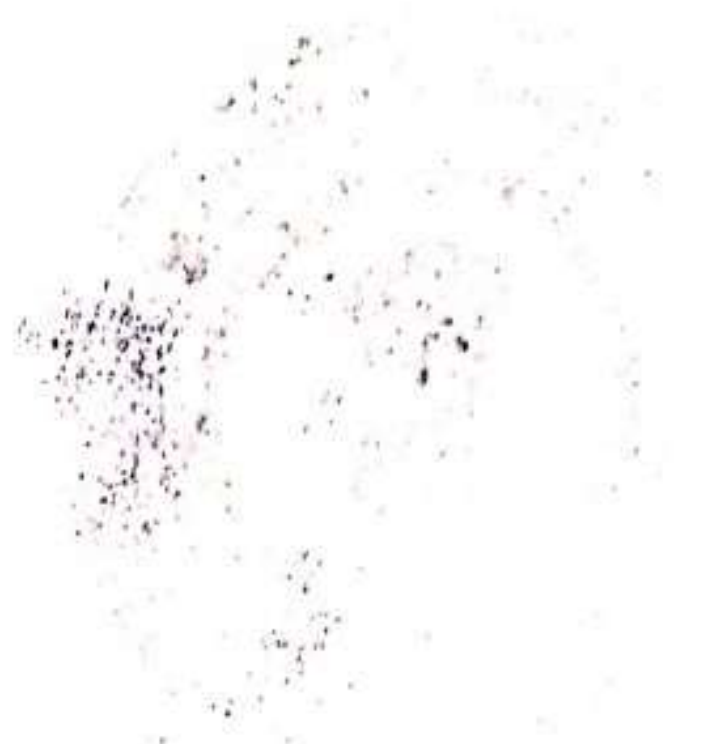


आयकर विभाग  
INCOME TAX DEPARTMENT  
BIKRAM HAZRA  
NIRAD BARAN HAZRA  
01/06/1984  
Permanent Account Number  
ADFPH3818M  
Signature

भारत सरकार  
GOVT. OF INDIA



*BIKRAM HAZRA*





आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

DILIP KUMAR MONDAL  
JAYRAM MONDAL

02/01/1958

Permanent Account Number  
AKWPM6260C

*Dilip Kumar*  
Signature



*Dilip Kumar*





ভারত সরকার

Government of India



দিলিপ কুমার মন্ডল

Dillip Kumar Mondal

পিতা : জয়রাম মন্ডল

Father JOYRAM MONDAL

জন্মতারিখ/DOB: 02/01/1958

পুরুষ / Male



5581 2116 4681

আধার - সাধারণ মানুষের অধিকার



আধার

ভারতীয় বৈশিষ্ট্য পরিচয় প্রাধিকরণ

Unique Identification Authority of India

ঠিকানা: কুরুরিয়া গ্রাম  
পোস্ট আমরাই, দুর্গাপুর (এম কর্প)  
দুর্গাপুর স্টীল প্রজেক্ট, বর্ধমান  
পশ্চিম বঙ্গ,

Address: KURURIA GRAM,  
POST AMRAI, Durgapur (m  
Corp.), Barddhaman,  
Durgapur Steel Project, West  
Bengal, 713203

5581 2116 4681

1947  
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

*Dillip Kumar Mondal*



পশ্চিম বর্ধমান খতিয়ান নং- ৬০৯৭ [ ২৩০২০৫৬ ]  
 কুড়ুমিয়া জে.এল.নং- ০৫৬ থানা- ফরিদপুর



(১) রাজস্ব- টাকা খতিয়ান ভৈরির তারিখ - 26/07/2019  
 (২) জমির পরিমাণ(এ)- ০.১৬ (৩) মোট দাগের সংখ্যা- ১

	(৪) অগ্রস্বত্বের দখলকারের বিবরণ	(৫) স্বত্ব	(৬) মন্তব্য
নাম-	দিলীপ কুমার মন্ডল	স্বত্ব	
পিতা-	জয়রাম		
ঠিকানা-	নিজ		

(৭) অগ্রস্বত্বের নিজ দখলীয় জমি

দাগ নং	জমির শ্রেণী	মন্তব্য	দাগের মোট পরিমাণ(এ)	দাগের মধ্যে অগ্রস্বত্বের অংশ	দাগের মধ্যে অগ্রস্বত্বের জমির অংশের পরিমাণ
			একর হেক্টর		
১৮৭৫	ডাঙ্গা		০.৭২	০.২২২২	০.১৬

আগত খং নং - 4419,4420

মোট দাগের সংখ্যা- এক মাত্র



## Major Information of the Deed

<b>Deed No. / Year</b>	I-2306-00482/2022	<b>Date of Registration</b>	20/01/2022
<b>Query No / Year</b>	2306-2000197985/2022	<b>Office where deed is registered</b>	
<b>Query Date</b>	19/01/2022 4:52:33 PM	2306-2000197985/2022	
<b>Applicant Name, Address &amp; Other Details</b>	Swapan Kumar Dutta Durgapur Court, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 9735168110, Status : Advocate		
<b>Transaction</b>	<b>Additional Transaction</b>		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 53,00,000/-]		
<b>Set Forth value</b>	<b>Market Value</b>		
Rs. 2/-	Rs. 45,00,000/-		
<b>Stamp duty Paid(SD)</b>	<b>Registration Fee Paid</b>		
Rs. 7,011/- (Article:48(g))	Rs. 53,014/- (Article:E, E, B)		
<b>Remarks</b>	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		



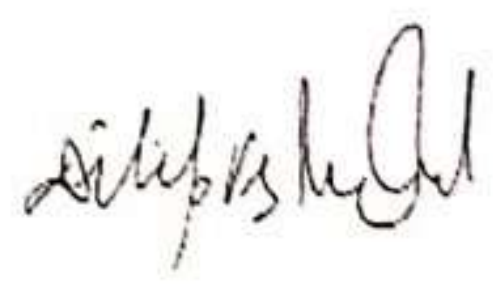
### Land Details :

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Sabujnagar Road, Mouza: Kururia, JI No: 56, Pin Code : 713203

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1875 (RS :-747 )	LR-4419	Vastu	Danga	5 Dec	1/-	14,06,250/-	Width of Approach Road: 46 Ft., Adjacent to Metal Road,
L2	LR-1875 (RS :-747 )	LR-4420	Vastu	Danga	11 Dec	1/-	30,93,750/-	Width of Approach Road: 46 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			16Dec	2 /-	45,00,000 /-	
		<b>Grand Total :</b>			16Dec	2 /-	45,00,000 /-	





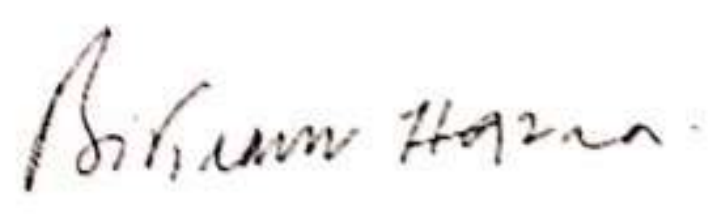
Sl No  
 Name, Address, Photo, Finger print and Signature

Sl No	Name	Photo	Finger Print	Signature
1	<b>Mr Dilip Kumar Mondal (Presentant)</b> Son of Late Jayram Mondal Executed by: Self, Date of Execution: 20/01/2022 , Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office	 20/01/2022	 LTI 20/01/2022	 20/01/2022
Kururia Gram, City:- Not Specified, P.O:- Amrai, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713203 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx0C, Aadhaar No: 55xxxxxxx4681, Status :Individual, Executed by: Self, Date of Execution: 20/01/2022 , Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office				

**Developer Details :**

Sl No	Name, Address, Photo, Finger print and Signature
1	<b>N N Construction</b> Balaka Park, Bidhannagar, City:- Not Specified, P.O:- A B L, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206 , PAN No.:: ADxxxxxx8M, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



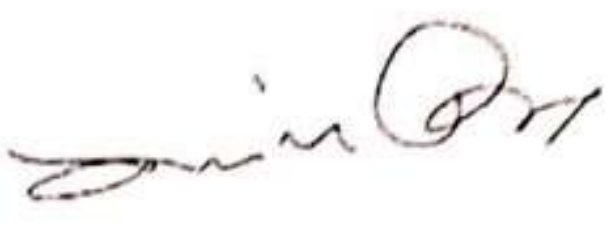
**Representative Details :**

Sl No	Name, Address, Photo, Finger print and Signature	Photo	Finger Print	Signature
1	<b>Mr Bikram Hazra</b> Son of Mr Nirad Baran Hazra Date of Execution - 20/01/2022, , Admitted by: Self, Date of Admission: 20/01/2022, Place of Admission of Execution: Office	 Jan 20 2022 3:30PM	 LTI 20/01/2022	 20/01/2022
OCD-2, North J N Ave., City:- Not Specified, P.O:- Amrabati, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx8M, Aadhaar No: 46xxxxxxx7055 Status : Representative, Representative of : N N Construction (as Proprietor)				



Details :

**Roy**  
Panagarh Bazar, City:-  
Panagarh Bazar,  
District:-Paschim  
Bardhaman, West Bengal, India, PIN:-  
713148

Photo	Finger Print	Signature
		
20/01/2022	20/01/2022	20/01/2022

Identifier Of Mr Dilip Kumar Mondal, Mr Bikram Hazra

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Dilip Kumar Mondal	N N Construction-5 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mr Dilip Kumar Mondal	N N Construction-11 Dec

**Land Details as per Land Record**

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Sabujnagar Road, Mouza: Kururia,  
JI No: 56, Pin Code : 713203

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1875, LR Khatian No:- 4419		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 1875, LR Khatian No:- 4420		Seller is not the recorded Owner as per Applicant.



20-01-2022

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

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

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

Presented for registration at 13:22 hrs on 20-01-2022, at the Office of the A.D.S.R. DURGAPUR by Mr Dilip Kumar Mondal, 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 45,00,000/-

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

Execution is admitted on 20/01/2022 by Mr Dilip Kumar Mondal, Son of Late Jayram Mondal, Kururia Gram, P.O: Amrai, Thana: Durgapur, Paschim Bardhaman, WEST BENGAL, India, PIN - 713203, by caste Hindu, by Profession Business

Indetified by Mr Souvik Roy, , Son of Alok Roy, South Canel Parh, Panagarh Bazar, P.O: Panagarh Bazar, Thana: Kanksa, Paschim Bardhaman, WEST BENGAL, India, PIN - 713148, by caste Hindu, by profession Others

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

Execution is admitted on 20-01-2022 by Mr Bikram Hazra, Proprietor, N N Construction (Sole Proprietorship), Balaka Park, Bidhannagar, City:- Not Specified, P.O:- A B L, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206

Indetified by Mr Souvik Roy, , Son of Alok Roy, South Canel Parh, Panagarh Bazar, P.O: Panagarh Bazar, Thana: Kanksa, Paschim Bardhaman, WEST BENGAL, India, PIN - 713148, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53,014/- ( B = Rs 53,000/- , E = Rs 14/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 53,014/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/01/2022 10:00PM with Govt. Ref. No: 192021220166118631 on 19-01-2022, Amount Rs: 53,014/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1687729340 on 19-01-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,011/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 2,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3084, Amount: Rs.5,000/-, Date of Purchase: 20/01/2022, Vendor name: SOMNATH CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/01/2022 10:00PM with Govt. Ref. No: 192021220166118631 on 19-01-2022, Amount Rs: 2,011/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1687729340 on 19-01-2022, Head of Account 0030-02-103-003-02



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



Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 2306-2022, Page from 32098 to 32126  
being No 230600482 for the year 2022.



Digitally signed by PARTHA BAIRAGGYA  
Date: 2022.02.10 13:03:59 +05:30  
Reason: Digital Signing of Deed.

(Partha Bairaggya) 2022/02/10 01:03:59 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. DURGAPUR  
West Bengal.

(This document is digitally signed.)