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23 APR 2018

DEVELOPMENT AGREEMENT

Under the jurisdiction of Jemua Gram Panchayat, P.S.:  
 New-township, Dist.: Paschim Bardhaman within Mouza:  
 Tetikhola; Area: 11 Dec.

*[Handwritten signature]*



ENTERED INTO AMONG

**MR MUKTI PADA BHANDARI [PAN: AZTPB7150J]** S/o Late Kalipada Bhandari, by Occupation: Retired Person, by faith: Hindu; Resident of Tetikhola, P.O.: Arrah, Durgapur – 713212, Dist.: Paschim Bardhaman, West Bengal, India; hereinafter jointly and severally referred to as the **LAND OWNER(s) / VENDOR(s)** (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**.

AND

**SHUNAV REALTEUM PRIVATE LIMITED [PAN: AAZCSS7337N]** a Company incorporated under the Company Act 2013 and its subsequent amendment thereafter having its Regd. Office at D-292, Eagle Street, Sec.: 2-A, Bidhannagar, Durgapur – 713212, Dist.: Paschim Bardhaman, West Bengal, India represented by its Director, namely; **(1) MR AVIJIT MAJI [PAN: BVQPM0775A]** S/o Mr Nemai Maji, by faith: Hindu, by occupation: Business, being the Resident at 2B/2, Vivekananda Road, Tetikhola, Bidhannagar, Durgapur, Pin: 713212, Dist.: Paschim Bardhaman, West Bengal, India, and; **(2) MR BIDHAN MANDAL [PAN: BVIPM1370B]** S/o Sri Biren Mandal, by faith: Hindu, by occupation: Business, being the Resident at RR – 289, ABL Township, Durgapur, Pin: 713206, Dist.: Paschim Bardhaman, West Bengal, India; hereinafter 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 aforesated Vendor became the owner of the below schedule property that has been bought on two halves; of which the first half admeasuring 10 Dec. was been bought vide Deed of Sale being No.: I-09568, Serial No.: 010002 recorded in CD Vol. No.: 028 from Pages 03046 to 03055 for the year 2014 Dt.: 16/12/2014 which was registered before the Office of the ADSR Durgapur which he has purchased from Smt Mukta Sahana W/o Sri Dilip Kr. Sahana of A-Zone, Durgapur – 04. And, the other half of the land admeasuring 01 Dec. was been bought vide Deed of Sale being No.: I-020603873, Serial No.: 0206004081 recorded in Vol. No.: 0206-2015 from Pages 012838 to 012850 for the year 2015 Dt.: 06/02/2015 which was registered before the Office of the ADSR Durgapur which he has purchased from Sri Barid Baran Baksi S/o Late Murari Mohan Baksi of Ukhra, Andal, Pin – 713363 and subsequently recorded his name in the LR.R.O.R. being LR Khatian No.: 01802, since then the Vendor(s) has been in possession and enjoyment of the Schedule 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 become the owner(s) of the land and forming part of the R.S Plot No.: 043(P) appertaining to LR Plot No.: 0215 more-fully described in the schedule hereto.

**WHEREAS** as stated that the First Party(s) as aforementioned is/are the absolute and lawful owner(s) of the immovable property as schedule below and since then he / they 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 and as always the first party(s) is desired to get the aforesaid landed property developed into a Multi-storied Housing / Commercial complex constructed thereon through such 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 Housing 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 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 Zila Parishad / Panchayat / P&RD and/or other competent authority(s). Moreover the owners / vendors as obvious wanted to develop the said property and also 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 / commercial 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 11 decimals (as per LR.R.O.R.) be the same a little more or less at Mouza: Tetikhola, R.S. Plot No.: 043(P) appertaining to LR Plot No.: 0215 under the jurisdiction of Jemua Gram Panchayat, District: Paschim Bardhaman, in the State of West Bengal, India; 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 residential / commercial 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 / Zila Parishad / P&RD 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) / ENGINEERS: - Shall mean such Architect(s) / Engineers (Structural / Electrical or otherwise) whom the Developer(s) may from time-to-time, appoint as the Architect(s) / Engineers of the said Building.

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 Zila Parishad / Panchayat / 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'S AREA ALLOCATION:** - 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 from the said development as is hereinafter provided; (on execution of this said agreement and receipt whereof the Vendor(s) doth hereby admit, acknowledge, acquit, release and discharge the Developers forever). And, on execution of these presents the Vendor shall handover the vacant and peaceful possession of the said property to the Developers for the purpose of development.

That 35% (thirty-five) percent share of the Super Built-up Area of such sanctioned and approved Plan by the competent authority(s) against the below mentioned premises together with undivided, impartible and proportionate interest over the said landed property. Needless to mention that any payment, if made, during the course of construction / development shall therefore be made refundable and as such calculated and/or accounted for as per the then market value of each flat / unit which shall be evaluated on or before taking possession over the said percentage of share. It is also to be mentioned that Rs. 10, 000/- (Rupees Ten thousand) only per month to be delivered to the Vendor for expenses towards rent which to be delivered after demolition of such existing structure over the said premises of such schedule property.

1.6 **DEVELOPER'S AREA:** Shall mean the 65% (Sixty-five) percent share of such Super Built-up Area of such sanctioned Plan approved by the competent authority(s) and moreover the entire proposed multi-storied building complex except the said aforestated 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.

1.7 **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.

1.8 **PROJECT:** Shall mean the work of development or construction, undertake and to be done solely by the aforestated 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. The name of the said Project will be named and styled as 'AVIGHNA APARTMENT'.

1.9 **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 / Panchayat or any other statutory Body or any Court, Government Regulations, new and/or changes in any 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).

1.10 **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,





- i. 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 and at its own expenses, expertise in its own right, interest and shall alone be liable and responsible for the development of the said property; if required then demolishing the existing structures (if any) 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 Panchayat and such 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 residential building comprising of Ground plus such Maximum floors and shall be according to the sanctioned plan from Zila Parishad / 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 07 decimal for development and construction of a multi-storied residential building consisting of flats / apartments, parking spaces and such spaces, etc.
2. That the Owner / Vendor hereby declares and acknowledges that :-
  - a) No acquisition proceedings have been initiated in respect of the schedule mentioned plot.
  - b) That there is no such indenture / legal document among the Owners / Vendors and/or any other party(s) / person(s) except M/s. SHUNAV REALTEUM PRIVATE LIMITED 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.
3. 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).

4. 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.
5. 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.
6. 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.
7. That the Vendors hereby declare that no notice from Government or any other body or authority or under the Zila Parishad / 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 / Panchayat, Government body or Public Body or authority.
8. That the Owners / Vendors agrees and acknowledges that she gives her 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 Zila Parishad / Panchayat / P&RD, and such other statutory authority / authorities or public body(s).
9. 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 / Zila Parishad, P&RD, 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.

10. 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 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.
11. That the Vendor declares that the property in question is the recorded property in the L.R.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.
12. 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 Attorney or the developer shall not acquire any right, title or interest in the said land/premises until the deeds of transfer are executed by the owners and the owners shall agree to ratify all acts and things la fully done by the developer.

#### **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 Municipal / 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 / Panchayat / 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 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 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.
8. 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.
9. 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.





10. 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.
11. 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.
12. 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 be the entire responsibility; needless to mention that the Owner(s) shall in every way assist the Developer.
13. 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).
14. 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 36 (thirty-six) 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. Needless to mention that such agreement for cancellation has to be registered before the ADSR Office at Durgapur.

#### 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 cum commercial 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 either the parties or their legal advisors.

- 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 under G+4 standard is not approved by the Zila Parishad / Panchayat / P&RD 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 Zila Parishad / Panchayat / P&RD and/or the competent authority under the approved standard and the said share percentage as stated above shall be deemed to be termed as profit percentage of the then share of the said owner's allocation which is hereby acknowledged by the Vendors.
- 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 & moral obligations during execution of project to render the first party free from legal obligations and all other risks & 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) 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.
- j) 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.
- k) The owners shall have no right, title, interest; claim whatsoever in the consideration received by the developers or its nominees out of the developers' allocation.
- 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 plans/plans, application, paper, documents, etc. as and when the developer asked for the same without demanding any remuneration and/or money for the same.

**THE FIRST SCHEDULE ABOVE REFERRED**  
**DESCRIPTION OF THE LAND**

ALL THAT Piece and Parcel of the Plot of Land measuring an area of 11 Decimal situated under the jurisdiction of Jemua Gram Panchayat, P.S.: New-township within Mouza: Tetikhola, J.L. No.: 96 (111) over R.S. Plot No.: 043(P) being R.S. Khatian No.: 0486 within A.D.S.R. Office and Sub-Division at Durgapur, District: Paschim Bardhaman, West Bengal, India.

That the total land measuring an area of 11 Decimals be the same a little more or less classified under the nature and character as 'Danga' to be used as 'residential purpose' being delivered to the aforesaid Developer for construction of multi-storied housing ~~residential~~ commercial complex(s) by the Vendor(s) which is **Butted and Bounded as hereto:-**

On the North	Plot No.: 43(P) and Health Centre.
On the South	Premises of Mahes Sharma over Plot No.: 43(P).
On the East	Premises of Lalu Ruidas and Bhola Nath Santra.
On the West	55" ft Wide Metal Road.


**(TENTATIVE SCHEDULE MENTIONING TYPE OF CONSTRUCTION AND SPECIFICATION)**

- |    |                 |   |
|----|-----------------|---|
| 1  | Foundation      | : Reinforced cement concrete  |
| 2  | Super Structure | : Reinforced cement concrete cover<br>Columns, beams and slabs  |
| 3  | Plinth          | : Brick Work with sand and cement   |
| 4  | Walls           | : External Wall 200 mm, thick brick work,<br>internal partition wall 75/125 mm, thick<br>brick work with cement mortar                          |
| 5  | Finishing walls | : Finishing internally all walls and ceiling<br>shall plaster cover which shall be<br>finished with plaster of parish.                          |
| 6  | Flooring        | : Marble/Ceramic floor tiles flooring in 3<br>inch skirting at the bed room, drawing<br>cum dining, balcony, toilet and kitchen.                |
| 7  | Toilet          | : 4 ft." height glazed tiles on the wall  |
| 8  | Kitchen         | : 2 ft., height glazed tiles on the wall over<br>the kitchen slab. Kitchen slab will be<br>made by Black stone, Steel sink will be<br>provided. |
| 9  | Doors           | : All Door frames will be made of Sal<br>wood and all door panels are made by<br>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 Panchayat Water Supply Connection of Zila Parishad / Panchayat 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 or Construction Agreement being No. 1 (a) and therefore these shall be treated as part of this Legal Document.

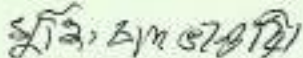


IN WITNESS WHEREOF the Owners / Vendors and Developer hereto have set their hands on being aware of such legal terminology on this the 22<sup>nd</sup> Day of April, 2018 in presence of the undersigned witness and as such explained this indenture in mother-tongue before all parties and thereafter have affix and formulated their respective signatures after satisfaction with full of mental and physical competencies.

SIGNED, SEALED & DELIVERED  
IN PRESENCE OF: -

WITNESS:

1. Santanu Roy  
S/o. Late - P. N. Roy  
Faridpur Durgapur-13



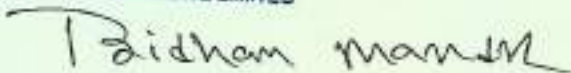
SIGNATURE OF FIRST PARTY  
OWNER / VENDOR

2. Anjanjit Pramanick  
Nisnai ch. Pramanick  
Palsaha, D.P. 08,  
Bardhaman.

SHUNAV REALTEUM PRIVATE LIMITED

Anjit Maji

SHUNAV REALTEUM PRIVATE LIMITED Director



Director

SIGNATURE OF SECOND PARTY  
DEVELOPER

Drafted by me & computerized at my Office as per requisition, proforma, information received and such stipulations from the Vendor(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 at Bar Association (Durgapur)  
Durgapur Court





Addl. Dist. Sub-Registrar  
Durgapur, Burdwan

**23 APR 2018**



## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাম হাত Left Hand					
	বৃহদঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature হস্তাঙ্গুলী

বাম হাত Left Hand					
	বৃহদঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature Arigit Hojj

বাম হাত Left Hand					
	বৃহদঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।  
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature Bidhan Meher

বাম হাত Left Hand					
	বৃহদঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যয়িত হইল।

স্বাক্ষর





Addl. Dist. Sub-Registrar  
Durgapur, Burdwan

23 APR 2018



ELECTION COMMISSION OF INDIA  
ভারতের নির্বাচন কমিশন  
IDENTITY CARD  
পরিচয় পত্র  
WB/37/265/399394



Elector's Name : Shantanu Roy  
নির্বাচকের নাম : শান্তনু রায়  
Father/Mother  
Husband's Name: Pramati Roy  
পিতা/মাতা/স্বামীর নাম : প্রমতি রায়  
Sex : Male  
লিঙ্গ : পুরুষ  
Age as on 01.01.95 : 19  
১.১.১৯৯৫ এ বয়স : ১৯



Shantanu Roy

Address : Vill. - Faridpur  
Post. - Durgapur 13  
Dist. - Burdwan

ঠিকানা : গ্রাম — ফরিদপুর  
পোস্ট — দুর্গাপুর ১৩  
জেলা — বর্ধমান

Facsimile Signature  
Electoral Registration Officer

নির্বাচক-নিবন্ধন আধিকারিক

265 Durgapur 2 Assembly Constituency

২৬৫ দুর্গাপুর ২ বিধানসভা নির্বাচন কেন্দ্র

Place : Durgapur

স্থান : দুর্গাপুর

Date : 06.03.95

তারিখ : ০৬.০৩.৯৫





*[Signature]*  
Addl. Dist. Sub-Registrar  
Durgapur, Burdwan

23 APR 2018



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201819-022528772-1  
GRN Date: 23/04/2018 11:03:48  
BRN : IK000QALI9

Payment Mode Online Payment  
Bank : State Bank of India  
BRN Date: 23/04/2018 11:04:44

DEPOSITOR'S DETAILS

Id No. : 02060000577728/5/2018  
(Query No./Query Year)

Name : RAKESH CHAKRABORTY  
Contact No. : Mobile No. : +91 9474777815  
E-mail :  
Address : DURGAPUR COURT  
Applicant Name : Mr Muktipada Bhandari  
Office Name :  
Office Address :  
Status of Depositor : Advocate  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	02060000577728/5/2018	Property Registration- Stamp duty	0030-02-103-003-02	2001
2	02060000577728/5/2018	Property Registration- Registration Fees	0030-03-104-001-16	57

Total

2058

In Words : Rupees Two Thousand Fifty Eight only



## Major Information of the Deed



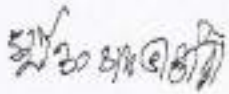
Deed No :	I-0206-02100/2018	Date of Registration	23/04/2018
Query No / Year	0206-0000577728/2018	Office where deed is registered	
Query Date	09/04/2018 9:16:21 PM	A.D.S.R. DURGAPUR, District: Burdwan	
Applicant Name, Address & Other Details	Muktipada Bhandari Tetikhola, Thana : New Township, District : Burdwan, WEST BENGAL, PIN - 713212, Mobile No. : 9474777815, Status : Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 0/-]		
Set Forth value	Market Value		
	Rs. 37,95,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,001/- (Article:48(g))	Rs. 57/- (Article:E, B)		
Remarks			

### Land Details :

District: Burdwan, P.S:- New Township, Gram Panchayat: JEMUA, Mouza: Tetikhola

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-43	RS-486	Vastu	Danga	11 Dec		37,95,000/-	Width of Approach Road: 55 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					11Dec	0 /-	37,95,000 /-	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	<b>Mr Muktipada Bhandari (Presentant)</b> Son of Late Kalpada Bhandari Executed by: Self, Date of Execution: 23/04/2018 , Admitted by: Self, Date of Admission: 23/04/2018 ,Place : Office	 <small>23/04/2018</small>	 <small>LTI 23/04/2018</small>	 <small>23/04/2018</small>
Tetikhola, P.O:- Arrah, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AZTPB7150J, Status :Individual, Executed by: Self, Date of Execution: 23/04/2018 , Admitted by: Self, Date of Admission: 23/04/2018 ,Place : Office				



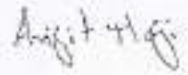


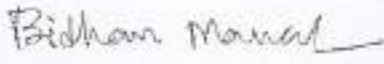
Major Information of the Deed :- I-0206-02100/2018-23/04/2018



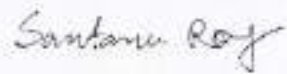
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shunav Realteum Private Limited</b> D-292 Eagle Street, Block/Sector: 2B, P.O:- Bidhannagar, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212 , PAN No.:: AAZCS7337N, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr Avijit Maji</b> Son of Mr Nema Maji Date of Execution - 23/04/2018 , Admitted by: Self, Date of Admission: 23/04/2018, Place of Admission of Execution: Office	 <small>Apr 23 2018 12:26PM</small>	 <small>LTI 23/04/2018</small>	 <small>23/04/2018</small>
	2B/2, Vivekananda Road, Tetikhola, P.O:- Bidhannagar, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BVQPM0775A Status : Representative, Representative of : Shunav Realteum Private Limited (as Director)			
2	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr Bidhan Mandal</b> Son of Mr Biren Mondal Date of Execution - 23/04/2018 , Admitted by: Self, Date of Admission: 23/04/2018, Place of Admission of Execution: Office	 <small>Apr 23 2018 12:26PM</small>	 <small>LTI 23/04/2018</small>	 <small>23/04/2018</small>
	RR - 289, ABL Township, P.O:- ABL Township, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713206, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BVIPM1370B Status : Representative, Representative of : Shunav Realteum Private Limited (as Director)			

**Identifier Details :**

Name & address	
Mr Santanu Roy Son of Late P.N. Roy Faridpur, Dharmarajtala, P.O:- Durgapur, P.S:- Faridpur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mr Muktipada Bhandari, Mr Avijit Maji, Mr Bidhan Mandal	<small>23/04/2018</small>
	

Major Information of the Deed :- I-0206-02100/2018-23/04/2018



Sl.No	From	To. with area (Name-Area)
1	Mr Muktipada Bhandari	Shunav Realteum Private Limited-11 Dec

**Endorsement For Deed Number : I - 020602100 / 2018**

**On 11-04-2018**

**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 37,95,000/-



**Abhijit Chatterjee**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. DURGAPUR**  
**Burdwan, West Bengal**

**On 23-04-2018**

**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 : 43 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:04 hrs on 23-04-2018, at the Office of the A.D.S.R. DURGAPUR by Mr Muktipada Bhandari ,Executant.

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

Execution is admitted on 23/04/2018 by Mr Muktipada Bhandari, Son of Late Kalipada Bhandari, Tetikhola, P.O: Arrān, Thana: New Township, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Retired Person

Indetified by Mr Santanu Roy, , Son of Late P.N. Roy, Faridpur, Dharmarajtala, P.O: Durgapur, Thana: Faridpur, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession Business

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

Execution is admitted on 23-04-2018 by Mr Avljit Maji, Director, Shunav Realteum Private Limited (Private Limited Company), D-292 Eagle Street, Block/Sector: 2B, P.O:- Bidhannagar, P.S:- New Township, Durgapur, District:- Burdwan, West Bengal, India, PIN - 713212

Indetified by Mr Santanu Roy, , Son of Late P.N. Roy, Faridpur, Dharmarajtala, P.O: Durgapur, Thana: Faridpur, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession Business

Execution is admitted on 23-04-2018 by Mr Bidhan Mandal, Director, Shunav Realteum Private Limited (Private Limited Company), D-292 Eagle Street, Block/Sector: 2B, P.O:- Bidhannagar, P.S:- New Township, Durgapur, District:- Burdwan, West Bengal, India, PIN - 713212

Indetified by Mr Santanu Roy, , Son of Late P.N. Roy, Faridpur, Dharmarajtala, P.O: Durgapur, Thana: Faridpur, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713213, by caste Hindu, by profession Business

Major Information of the Deed :- I-0206-02100/2018-23/04/2018



### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 57/- ( B = Rs 50/- ,E = Rs 7/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 57/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/04/2018 11:04AM with Govt. Ref. No: 192018190225287721 on 23-04-2018, Amount Rs: 57/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00OQALI9 on 23-04-2018, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,001/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 2,001/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 6828, Amount: Rs.5,000/-, Date of Purchase: 20/04/2018, Vendor name: KHUDIRAM MONDAL

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/04/2018 11:04AM with Govt. Ref. No: 192018190225287721 on 23-04-2018, Amount Rs: 2,001/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00OQALI9 on 23-04-2018, Head of Account 0030-02-103-003-02



**Abhijit Chatterjee**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. DURGAPUR**  
**Burdwan, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0206-2018, Page from 39920 to 39943  
being No 020602100 for the year 2018.



Digitally signed by ABHIJIT  
CHATTERJEE  
Date: 2018.04.25 12:36:39 +05:30  
Reason: Digital Signing of Deed.

(Abhijit Chatterjee) 25-04-2018 12:19:42  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. DURGAPUR  
West Bengal.

(This document is digitally signed.)