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Certified that the Document  
is Admitted to Registration the  
Signature Sheet and the End-  
orsements Attached with this  
Document are the Part of this  
Document.

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A. S. R. Durgesh  
Bardwan

10 DEC 2019

### DEVELOPMENT AGREEMENT

MOUZA: SANKARPUR  
AREA: 5 DECIMAL

AND THAT HAS ENTERED INTO AMONG

MRS SULEKHA PAUL (PAN No.: CDHPP5469G) (Aadhaar no: 481314735055) W/o Sri Asim Paul D/o Mahadeb Paul, By Caste: Hindu, Occupation: House wife, Citizen of India, being the resident of Jharna Pally, PO - Abl Township, PS - New-township, Pin - 713206, Dist.: Paschim Bardhaman, West Bengal, India; hereinafter referred to as the **LAND OWNER / VENDOR** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **FIRST PARTY**.

*[Handwritten signature]*

Sl No. 7482 Date 09/12/2019  
Sold to Sayak Developer  
Address D7812  
Value of Stamp 5000/-  
Date of Filing of the stamp  
Paper from India 0-6-DEC 2019  
Name of the Filer

@hatterjee

Somnath Chatterjee  
Stamp Vendor  
A.D.S.R. Office, Durgapur-16  
Licence No.-1/2016-17



Addl. Dist. Sub-Registrar  
Durgapur, Paschim Bardhaman

10 DEC 2019



AND

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

- (1) Mr Buddhadev Roy (PAN No. AMTPR5589G) (Aadhaar No.: 690275579909)  
Son of Mr Lakshmi Kanta Roy;
- (2) Mr Apurba Shyam (PAN No. BATPS2762K) (Aadhaar No.: 757869704771)  
Son of Mr Narayan Chandra Shyam;
- (3) Mr Ranjit Roy (PAN No. AQQPR4684P) (Aadhaar No.: 506582759964) Son of  
Mr Ajay Roy;
- (4) Mr Shuvro Chattaraj (PAN No. AFMPC9030R) (Aadhaar No.: 388641659084)  
Son of Mr Nabani Chattaraj;
- (5) Mr Moloy Karmakar (PAN No. AOFPK0606R) (Aadhaar No.: 950472262562)  
Son of Mr Srikanta Karmakar;
- (6) Mr Prasenjit Paul (PAN No. BCGPP5049H) (Aadhaar No.: 806184320683)  
Son of Mr Basudev Paul, all of the above from Sl. No.: 01 to 06 are by faith: Hindu,  
by Occupation: Business, Citizen of India and being the Resident of Vill + PO:  
Bamunara, Pin - 713212, PS - Kanksa, District: - Paschim Bardhaman, West  
Bengal, India, and;
- (7) Mr Bapi Mazumdar (PAN No. ANHPM2778B) (Aadhaar No.: 365297045566)  
Son of Mr Mantu Mazumdar, by faith: Hindu, by Occupation: Business, Citizen of  
India and being The Resident of Arrah, Kalinagar, PS - Kanksa, District: - Paschim  
Bardhaman, West Bengal, India hereinafter jointly and severally referred to as the  
**DEVELOPER(s) / SECOND PARTY(s)** (unless repugnant to the context shall mean  
and include their representatives, heirs, successors, executors, administrators,  
trustees, legal representatives and assigns).

**WHEREAS** the Landed property as described in schedule hereunder was possessed by Sri Chandan Dome S/o Kali Dome and Smt Sumitra Dome W/o Kali Dome who was having ROR in their favour and and being in lawful possession and ownership over the said schedule property the one Sri Chandan Dome S/o Kali Dome and Smt Sumitra Dome W/o Kali Dome transferred an area admeasuring in schedule below to Smt Sulekha Paul, being the present Vendor hereinbefore, vide Deed of Sale Being No.: 1-2442 for the Year 2005 recorded in Vol. No.: 95 registered before the Office of the ADSR at Durgapur and as such recorded her name before the Office of the BL&LRO (Faridpur-Durgapur) in LR Khatian No.: 797 vide Mutation Case No.: 2069 / 2005.

**WHEREAS** thereafter while in lawful possession and ownership over the said schedule property the one said Smt Sulekha Paul, being the present Vendor hereinbefore has obtained Land use NOC from ADDA of the said Plot of Land over RS Plot No.: 141(P) appertaining to LR Plot No.: 499 and since then the recent aforestated Vendor is/are being in lawful possession and ownership having



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

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

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

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

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

**NOW THEREFORE** the desire to develop the First schedule property by construction of a multi-storied building complex(s) up to the maximum limit of floor consisting of so many flats, unit(s), complex(s), and parking space(s), space(s), etc. as per plan approved by Panchayat and/or other competent authority(s) but the owners / vendors, of not having sufficient funds for the development and



construction work and for the said reason the First Party(s) is in search of a Developer for the said development and construction work and as such & after proiong discussion between the party(s) assign and appoint the second party(s) as Developer(s) to develop and construct the said property forming into a residential complex(s).

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

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

**II - LAND:-** Shall mean the area admeasuring 05 decimals (as per L.R.R.O.R.) be the same a little more or less at Mouza: Sankarpur, J.L. No.: 95 (0109), L.R. Plot No.: 499, comprised in L.R. Khatian No.: 797 under the jurisdiction of Jemua Gram Panchayat under New-township Police Station, District in Paschim Bardhaman, in the State of West Bengal, more-fully described in the Schedule below, being conveyed by the First Party/Owner in favour of Second Party, for its Development into a Multi-storied building complex, more-fully described in Schedule below, is the subject matter of this Development Agreement.

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



**thousand) only** lump sum being the full and final consideration in terms of money in the following manner:

(a) **Rs. 51, 000/- (Rupees Fifty one thousand) only** has already been paid in the name of the present Vendor vide **Cheque Being No.: 033279 Dt.: 18/06/2019 of Axis Bank, Bidhannagar Branch** as earnest money paid by the Developers;

(b) **Rs. 50, 000/- (Rupees Fifty thousand) only** being the balance consideration paid by the Developer vide **Cheque Being No.: 208929, Dt.: 10/12/2019 of SBI Bank, Muchipara Branch** (the payment and receipt whereof the Vendor(s) doth hereby admit, acknowledge, acquit, release and discharge the Developers forever).

(c) That the Landowner / Vendor shall be entitled for a share out of the stated development as - **one 2BHK Flat / Apartment admeasuring 800 Sq.ft. of Super Built up Area (SBA)** as per the said Booklet / Brochure of the Developer from the stated development works of such construction area on actual coverage / usage over the said premises and as per sanctioned and approved Plan together with undivided, impartible and proportionate interest over the said landed property of the said proposed residential building.

**DEVELOPER'S AREA:** Shall mean the entire proposed multi-storied building except the said 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.

- 1.6 **UNIT:** Shall mean any Unit(s) / Flat(s) / Garage(s) /spaces, etc. in the Building(s) lying erected at and upon the premises and the right to common use of the common portions appurtenant thereto & the concerned Unit(s) and wherever and whenever the context so intends or permits, shall include the undivided, proportionate share and/or portion attributable to such Unit/Flat and such other areas.
- 1.7 **PROJECT:** Shall mean the work of development or construction, undertake and to be done solely by the 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.
- 1.8 **FORCE MAJEURE:** Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other statutory Body or any Court, Government Regulations, new and/or changes in any municipal / Panchayat or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Developer(s).
- 1.9 **PURCHASER(S):** shall mean and include:



- i. If he / she / they be an individual then his / her / their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- ii. If it be a Hindu Undivided Family (HUF) then its members for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns
- iii. If it be a Company then its successor or successors-in-interests and/or permitted assigns;
- iv. If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- v. If it be a Trust then its Trustees / members for the time being in force and their successor(s)-in-interest and assigns.

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

**IV - DURATION:** - That the Developer(s) shall develop and/or construct the said schedule below landed property in its own name and account, expertise in its own right, interest and will be liable and responsible for the development of the said property; if required then demolishing the existing structures over the said landed property thereon. The new multi-storied Building Complex comprising of Ground plus such Maximum floors as may be approved by the local municipal / Panchayat concerned authorities consisting of Flats / apartments / units / garages and works-men room, spaces, etc. shall be erected by the Developer unto the Schedule below property of the First Party(s) / Owner(s) / Vendor(s), by 36 Months with a grace period of 06 Months and that shall be calculated from the date of approval and sanction of plan for such development works unto the said property by the Developer(s). However, the said period may get extended by reasons of proven causes beyond the control and authority of the Developer(s) viz. unusual price hike or non-availability of the materials / labours, riot, flood, earth quake, political instability / disturbances, Act of God, etc.

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

**VI: - OWENER DUTY, OBLIGATION & LIABILITY:-**

1. That the owner has offered the total area of land thereon measuring **05 decimals** for development and construction of a multi-storied residential building consisting of flats / apartments, parking spaces and such spaces, etc.
2. Subject to the Competent Authority granting permission and/or sanction under the provisions of the said ULC Act, the Owners have good right, full power and absolute authority to grant exclusive rights to develop the said property described in the Schedule hereunder written to the Developer and the Developer shall be entitled to develop the said property subject to the terms and conditions herein contained.
3. That the Owner / Vendor hereby declares and acknowledges that :-
  - a) No acquisition proceedings have been initiated in respect of the schedule mentioned plot.



- b) There is no such indenture / legal document among the Owners / Vendors and/or any other party(s) / person(s) except **M/s. SAYAK DEVELOPER** either for Sale and otherwise or for development and construction of multi-storied residential building and the said land is free from all such encumbrances. And, also confirms vide this indenture that after execution of this deed, if any of the owner executes or registers any agreement / deeds / documents in favour of any person(s) then he / she / they shall be prosecuted as per the prevailing laws for the time being in force and in that event the owners shall be liable for any such costs and consequences thereof.
4. That the Owner has agreed that either she shall be in person present before the Registering Authority and/or to such other authority(s) to sign all the agreement for sale and all deeds and agreements of conveyance for selling the Flats to the prospective buyer(s) as Land Owners maintaining all terms & conditions or whatsoever or shall execute a Development Power of Attorney in favour of the Developers for execution of such documents followed by such other works. The Owner / Vendor hereby acknowledge not to interfere on the developer(s) portion / share as mentioned above and as such shall not intrude / anything whatsoever with the amount so received from the prospective buyer(s).
5. That the Owner has offered the total area of land thereon for development and construction of a multi-storied residential building complex consisting of flats / apartments, parking spaces and such spaces, etc. provided wherein that as and when required, then amalgamating combine and merger of any and/or the adjacent such plots of land with schedule below plots, Moreover and most importantly, the Vendor hereby authorizes and grants NOC to the Developer that they can amalgamate any and/or their plot of land into the land of the stated Vendor herein as schedule below for the sake of the proposed project; and declare further that by doing so neither the share of the stated development shall change nor the Vendor shall object and/or shall raise any such objection thereto for such amalgamation.
6. That the Vendors shall make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from all reasonable doubts and all such encumbrances and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, hereditaments, possession or otherwise.
7. That the First party(s) hereby assures the Second party(s) that neither he / she / they nor any of the legal heirs and successors shall, due to any reason and/or cause whatsoever; ever cause any interferences or unwanted disturbances in the smooth progress of the intended project.
8. That on and from the time of execution of these presents, the vendors shall deliver or cause to be delivered all such title deeds, parcha, other requisite documentations / papers, plans, approvals, etc. in relation to the said landed property which is hereby agreed to be developed by the Builder / Developer. The Owners / Vendors further assures to extend maximum co-operation for obtaining N.O.C. and for giving declarations, affidavits, other requisite documentations / papers, approvals, etc. whatsoever required.





9. That the Vendors hereby declare that no notice from Government or any other body or authority or under the Panchayat Act or Land Acquisition Act or The Defence of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon them or any other person/s interested therein nor is the said plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal, Government body or Public Body or authority.
10. That the Owners / Vendors agrees and acknowledges that she / he / they gives her / their full authority & power to Second Party to do & execute all lawful acts, deeds things for the owners and on his / their behalf in respect of all activities related to developing and construction of the multi-storied residential building cum complex(s) on the said land i.e., to receive the sanctioned plan and other documents from Panchayat, and such other statutory authority / authorities or public body(s).
11. That immediately on the execution of these presents, the Vendor herein has decided to execute a Development Power of Attorney in favour of the Developers or their Nominee(s) as the case may be for the purpose of signing and/or executing all the applications, indenture(s), agreement to sale and deed of sale to such intending purchaser(s), proceedings, plans; other requisite documentations / papers, execute and verify all application and/or objection to appropriate authorities for all and any license permission, NOC or consent etc.; to obtain necessary approval(s) from various authorities in connection with the development and such papers to be submitted by the Developers on behalf of the Vendors to the Competent Authority, Urban Land Ceiling, Panchayat, ADDA, or any other Government or Semi-Government authority in connection with the development to facilitate the development of the property hereby agreed to be developed by the Developers on behalf of the Vendors. If any such delay is caused in developing the said property hereby agreed to be developed or such other whereabouts, the consequences arising thereof shall be at the costs & consequences on the part of the Vendor alone.
12. That the Vendor hereby authorize the Developers to sign banking documentations regarding bank finance and other requisite formalities and execute applications, writings, undertakings for amalgamation, layout, sub-division, building plans and other assurances and submit the same to the Municipal / Panchayat and Public authorities and to obtain commencement certificate, etc. for obtaining different types of applications and other proformas. It is also agreed that all the costs, charges and expenses to be incurred in pursuance of this clause save and except as provided otherwise in this Agreement shall be borne and paid by the Developers. The Second Party shall be entitled to mortgage the subject noted landed property to avail bank finance and First Party hereby admits that she shall have no-objection in this regard in any manner.
13. To execute necessary documents and present the same before the appropriate authority for formation of Association under the provisions of West Bengal Apartment Ownership Act, 1972, Real Estate (Regulation and Development) Act, 2016 and/or WBHIRA.



14. That the Vendor declares that the property in question is the recorded property in the LR.R.O.R at the concerned BL&LRO Dept. However, there is no minor interested in the said property and hence the question of obtaining the sanction from the competent Court / authority(s) relating to minor's interest along and with the said property does not even arise.
15. That the Developers can take and initiate legal proceedings which are required to be taken in connection with the work of development and construction on behalf of the owners. Furthermore, if any legal action is taken against land owner(s) in connection with the same and said project; to prosecute and defend such legal proceedings, affidavit, application, etc. and to engage Ld. Advocate and to do all such act, deed and things required to be done on behalf and as such on sale of flats / apartments / etc. to the prospective buyers save and except owner's allocation and accept booking money, advance and consideration money. Wherefore, it is also noted hitherto that the developer shall not acquire any right, title or interest in the said land/premises until the deeds of transfer(s) are executed by the owners and the owners shall agree to ratify all acts and things lawfully done by the developer; i.e., and also no ownership of the said premises is hereby transferred in favour of the Developers herein.

#### **VII- DEVELOPER DUTY, LIABILITY & RESPONSIBILITY:-**

1. That the Developer confirms and assures the owners that they're fully acquainted with and aware of the process / formalities related to similar project in Corporation / Panchayat Area or at the Sub-Div. and was satisfied with the papers / documentations related to ownership, measurement of the said land, possessory right, title, interest and suitability of the site and viability of such proposed project thereto.
2. That the developer confirms and assures the owners that they have financial sources and other resources to meet and comply with financial and other obligations required for execution of the project within such time-frame and the owners do not have any liability and/or responsibility of any such financing and execute the project or part thereof except such consideration for each flats as detailed under.
3. That the developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision and security of reputed Architect / Planner, Advocate(s), and such other professionals authorized and licensed by appropriate authority(s). The building plan should comply with the standard norms of the multi-storied building/s including structural design and approval from local sanctioning authority / Corporation / Govt. agencies. Any variation / alteration / modification from the original approved drawing / plan need approval from the owner or her attorney and the architect before submission to the Corporation / Panchayat / appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both owners and developers. However, basic character of the project consisting of flats/apartment/parking space and common space like garden / water / drainage will remain intact unless agreed by both the parties.



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



during the subsistence of this Agreement. The Owner shall not be responsible for any accident or damage or loss during the course of the construction of the proposed building.

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

#### **VIII- CANCELLATION: -**

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

#### **IX- MISCELLANEOUS: -**

- a) Indian Law: This agreement / indenture shall be subject to lex-loci and lex-fori to such prevailing laws of the State and under the Jurisdiction of Durgapur Court.



- b) Confidentiality & Non-disclosure: Both parties shall keep all non-public information & documents concerning the transaction herewith confidential unless compelled / required by Law.
- c) Disputes: Differences in opinion in relation to or arising out during execution of the multi-storied residential building complex(s) under this agreement shall be intimated by a registered Letter/Notice and then to an arbitral tribunal/arbitrator for resolving the disputes under this arbitration & conciliation Act, 1996, with modification made from time to time. The arbitral tribunal shall consist of one Arbitrator who shall be an Advocate or person(s) from legal fraternity, to be nominated by the Developers or their legal advisors whose decision shall be final and binding on both the parties. The Arbitrator shall have summary powers.
- d) Photo copies of all statutory approvals of the competent bodies e.g. land conversion, approved building plan, installation of four passenger lift or connection of water, fire & electricity, sewerage disposal etc. with due approval and or any other clearances from competent authority are to be supplied by the developers to the owners time to time and vice-versa.
- e) The owners can visit the construction site anytime with intimation to the developer/site supervisor and discuss with site supervisor but shall not disturb the construction work. However, any unusual and non-permissible actions/operations observed at site can be brought to the notice of the developer and its architect / advocate for discussion and necessary corrective action.
- f) In case the Building Plan, viz., ground plus eighth standard is not approved by the Panchayat and/or competent authority, in that context the consideration/value/portion has to be reduced proportionately on the basis of total area and storied approved by the Panchayat and/or the competent authority under the approved standard which is hereby agreed & acknowledged by the Vendor(s).
- g) The Developer shall ensure safe & sound building design and construction, complete safety of the workmen, minimum wages, first class standard quality of materials supplied/used along-with all other legal formalities and moral obligations during execution of the project to render the first party free from legal obligations and all other risks and hazards whatsoever related to the project. And the owner shall not be liable for same in any manner whatsoever whether during construction or after construction.
- h) The second party or the developer shall have the right and/or authority to deal with and negotiate with any person and or enter into any deal with the contract and/or agreement and/or agreement and/or borrow money and/or take advance from any bank/financial institution and/or also allocate flats under this agreement and within the framework of Power of attorney. Also it is noted that in future if there arises any circumstances in relation to the roof right on the said building or building(s); then the same shall be allocated / divided as per the ratio as stated above with all such rights.
- i) That it is also to be noted hitherto that all the owners as aforesaid shall deliver and relinquish their said share as aforesaid at the time as and when required by the developers hitherto.
- j) A successful project completion certificate from the Architect or any competent technical body with specific observations / comments on the design, quality of material and workmanship, of the water supply system, sewerage system, electric supply system and the lifts to be obtained by the developer and will be responsible for any defect and rectification thereof at their cost/expense after handing over of physical possession of the flats.



- k) That all cost, charges and expenses for execution of the whole project and including stamp duty and registration fee for execution and registration of this agreement and or deed of conveyance/transfer of the said land shall be borne paid and discharged by the Developer exclusively.
- l) The landowners and the developers have entered into the agreement purely and nothing contained herein shall be deemed to constitute as a partnership between them in any manner nor shall the parties hereto be constituted as association of persons.
- m) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, if any, needed by the developer for the purpose of the sanction of the building plan and/or any other purpose to be required for said developments project shall be prepared by the developer at its own costs and expenses in the name of the land owner without reimbursement of the same and the land owner shall sign on the said plan/plans, application, paper, documents, etc. as and when the developer asked for the same without demanding any remuneration and/or money for the same.
- n) And, also confirms vide this indenture that after execution of this deed, if any of the owner executes or registers any agreement / deeds / documents in favour of any person(s) then he / she / they shall be prosecuted as per the prevailing laws for the time being in force and in that event the owners shall be liable for any such costs and consequences thereof.

**THE SCHEDULE - I ABOVE REFERRED**  
**DESCRIPTION OF THE LAND**

**ALL THAT** Piece and Parcel of the Plot of Land admeasuring an area of 5 Decimal or 3 Katha be the same a little more less under the present status as 'Baid' within LR Khatian No.: 797 in LR Plot No.: 499 situated under the jurisdiction of Jenua Gram Panchayat under New-township Police Station within Mouza: Sankarpur, J.L. No.: 95(109) within A.D.S.R. Office and Sub-division at Durgapur, District: Burdwan (Now Paschim Bardhaman), West Bengal, India expounded under heads as hereto:

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

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

On the North	16" ft. wide Metal Road
On the South	Land of Lambudhar Dome
On the East	Land of Gopal Bauri
On the West	Land of Mr. Bhowmick.



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

1	Foundation	:	Reinforced cement concrete
2	Super Structure	:	Reinforced cement concrete covert Columns, beams and slabs
3	Plinth	:	Brick Work with sand and cement
4	Walls	:	External Wall 200 mm, thick brick work, internal partition wall 75/125 mm, thick brick work with cement mortar
5	Finishing walls	:	Finishing internally all walls and ceiling shall plaster cover which shall be finished with plaster of parish.
6	Flooring	:	Marble/Ceramic floor tiles flooring in 3 inch skirting at the bed room, drawing 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 the kitchen slab. Kitchen slab will be made by Black stone, Steel sink will be provided.
9	Doors	:	All Door frames will be made of Sal wood and all door panels are made by got press commercial ply 37.5 mm thick.
10	Window	:	Aluminium window with glass fittings.
11	Painting	:	All doors and window shall be finished with painting
12	Electrical Installation	:	I.S.I. standard concealed wiring up to points but without light and fan fittings
	a. Bed room	:	Two light points, one fan point, one plug point (5 amp)
	b. Dining	:	One light point, one fan point, one 15 amp and one 5 amp plug point
	c. Toilet	:	One light point, one exhaust fan point and one 15 amp plug point.
	d. Kitchen	:	One light point, one exhaust fan point and one 15 amp plug point.
	e. Main Entrance	:	One bell point
13	Water Supply	:	Water will be supplied from Municipal Water Supply Connection or Panchayat authority and/or within the premises through underground and overhead water reservoir.
14	Plumbing Work	:	Commode with L.D.P.V.C. cistern, one basin, and all fittings will be standard made white in colour.
15	Roof	:	Roof of the building to be finished with net cement or otherwise.

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



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

**IN WITNESS WHEREOF** the Owner / Vendor and Developers hereto have set their hands on being aware of such legal terminology on this the 10<sup>th</sup> Day of December, 2019 in presence of the undersigned witness and as such explained this indenture in mother-tongue before all parties and thereafter have affix and formulated their respective signatures after satisfaction with full of mental and physical competencies.

**SIGNED, SEALED & DELIVERED  
IN PRESENCE OF:-**

**WITNESS:**

1. *parameswar Bauli*  
*3/0 Rabanay Bauli*  
*Birudika - pin-48*

*S. K. Sanyal*

**SIGNATURE OF FIRST PARTY  
OWNER / VENDOR**

**SAYAK DEVELOPER**

**SAYAK DEVELOPER**

*Buddhadev R.*

**SAYAK DEVELOPER**

*Ranjit Roy*  
*Partner*

*Abir Sanyal*

*Partner*

**SAYAK DEVELOPER**

**SAYAK DEVELOPER**

*Prasanna*  
*Partner*

*Malay Karmakar*  
*Partner*

**SAYAK DEVELOPER**

**SAYAK DEVELOPER**

*Prasenjit Paul*  
*Partner*

*Shuvro Chatterjee*  
*Partner*

**SIGNATURE(S) OF SECOND PARTY  
DEVELOPER**

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

*Rakesh Chakraborty*  
**RAKESH CHAKRABORTY**  
**ADVOCATE**  
**E. No.: 22 / 06 OF 2013.**  
**DURGAPUR COURT**



FINGER PRINT & PHOTOCOPY

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

Signature & Photograph is duly attested by me

SAYAK DEVELOPER

*Baji Mesumda*  
Partner

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

Signature & Photograph is duly attested by me

SAYAK DEVELOPER

*Malaykumar*  
Partner

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

Signature & Photograph is duly attested by me

SAYAK DEVELOPER

*Aburba Sliyam*  
Partner

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

Signature & Photograph is duly attested by me

SAYAK DEVELOPER  
*Shuroo Chatterji*

Partner



FINGER PRINT & PHOTOCOPY

Left hand						 <i>[Signature]</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

*[Signature]*

Left hand						 <i>[Signature]</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

SAYAK DEVELOPER

*[Signature]*

Partner

Left hand						 <i>[Signature]</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

SAYAK DEVELOPER

*[Signature]*

Partner

Left hand						 <i>[Signature]</i>
	Little	Ring	Middle	fore	Thumb	
Right hand						
	Thumb	fore	Middle	Ring	Little	

Signature & Photograph is duly attested by me

SAYAK DEVELOPER  
*[Signature]*

Partner



ডেপুটি— <b>বর্ধমান</b> ডিভিশন— <b>শালকরপুর</b>		অফিস নং— <b>৩২৭</b> ডি.এস. নং— <b>১০১</b>		[০৭২৪১০১] থানা— <b>শালকরপুর</b>		
(১) আয়তন— <b>০.০০</b>		টাল				
(২) জমির মোট পরিমাণ— <b>০.০০</b>		একর (৩) মোট দাগের সংখ্যা— <b>১</b>				
(৩) অত্রস্থানের স্বত্বাধিকারের বিবরণ		(৪) বছর		(৫) মতলা		
নাম	স্বত্বাধীকারী	বিতরণ				
স্বত্বাধিকারকারী	স্বত্বাধীকারী	স্বত্বাধীকারী				
						
(৬) অত্রস্থানের নিজস্ব মালিকানাধীন জমি :						
নাম নম্বর	জমির শ্রেণী	মতলা	দাগের মোট পরিমাণ		দাগের মোট আয়- মতলা জমির আয়তনের পরিমাণ	
			একর	আয়তন	একর	মতলা
৩২৬	বর্ধমান		১.০০	০.০০০০	০.০০	
		Revenue Office C.L. & L.R.O.'s Office Shalakarpur Division				
মোট আয়তন		০.০০	১.০০		০.০০	

Appl. Fee: Rs. 10, Authentication Fee 1 x Rs. 10 = Rs. 10, Total: Rs. 20



Form - A

## A Certificate of Mutation

(See Rule 63 of the W.D.L.&amp;L.R. Manual 1991)

Mutation No. - LH-V/1129/F-D/05 Dt 07-09-05

To  
 Sri/Smt. .... Sulekha Paul .....  
 S/O, D/O, W/O. .... Asim Paul .....  
 Address : Sankarpur P.O. Arrah

Reference : Mutation Case No. .... 2069/2005 .....

He /She is informed that his /her name has been mutated in respect of the land described in the schedule below:

The Schedule

District : Burdwan P.S : NTPS  
 Mouza : Sankarpur J.L. No: 95

Khatian No.	Plot No.	Classification	Total Area of the plot	Area mutated in acre	Rent/Revenue assessed	Remark
797	(141) 499	Baid	1.43 acre	0.05 acre		

*AKS 7.9.2005*  
 Prescribed Authority U/s  
 50/50A of ~~General Order~~ Act,  
 W.D. & L.R.O.  
 Paridpur, Bihar  
 Revenue Officer,

Memo No. / / Dt. ....

- Copy to : 1. Revenue Officer (Survey & Settlement) for correction of Record of Rights accordingly.  
 2. The concerned Dhumi Sahayak, Sri. ....  
 .... for information & necessary action.

Block Land & Land Reforms  
 Office, Dist. Burdwan.





ভারত সরকার

Government of India



নাম  
Sulekha Paul  
পিতা: মহাদেব পাল  
Father: Mahadeb Paul

www.uidai.gov.in  
শ্রীমতী / Female

4813 1473 5055



আধার - সাধারণ মানুষের অধিকার

সুন্দর মামলা



ভারত সরকার  
Unique Identification Authority of India

ফিল্ড, বর্ধমান, অরুণাচল  
সুপার (ইসি কোর্স)  
সুপার অরুণাচল, বর্ধমান  
পিন কোড

Address: JHARNAPALLY,  
DURGAPUR II, Durgapur (II  
Corp.), Bardhaman,  
Durgapur Adl Township,  
West Bengal, 713205

4813 1473 5055

1800 300 1947

help@uidai.gov.in

www.uidai.gov.in




आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SULEKHA PAUL  
MAHADEV PAUL  
01/01/1984

Permanent Account Number  
CDHPP5469G

  
Signature



SI (or) SA/IT/OT

*In case this card is lost / found, kindly inform / return to :*  
Income Tax PAN Services Unit, UTTTSE,  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड से खाने/पावना कृपया सूचित करें/वापस करें :  
आयकर पैन सेवा यूनिट, UTTTSE,  
प्लॉट नं: 3, सेक्टर 11, सी.बी.डी. बेलपुर,  
नवी मुंबई-400 614.





भारत सरकार  
Government of India



Buddhadev Roy  
Father: Lakshmi Kanta Roy

Date of Birth: 02/01/1980  
Male



6902 7557 9909

आधार - आम आदमी का अधिकार

*Buddha dev Roy*



भारत सरकार  
Unique Identification Authority of India

Address: BAHUNARA,  
Bahunara, Bardhaman,  
Bardhaman, West Bengal,  
713212

6902 7557 9909

1547  
1000 100 1547

[aaip@uidai.gov.in](mailto:aaip@uidai.gov.in)

[www.uidai.gov.in](http://www.uidai.gov.in)





भारत सरकार  
Government of India



SPURABH SINGH  
Father: Narayan Chandra  
Sharma  
DOB: 05/12/1985  
Male



7578 6970 4771

आधार - आम आदमी का अधिकार



राष्ट्रीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

Address: RAMNARA, Gokulap  
Sambalpur, Bardoipatti, West Bengal,  
713312

*Aburata Shyam*

7578 6970 4771







भारत सरकार  
Government of India

बापू मजुमदार  
Bapi Mazumdar



आधार ID: 3652 9704 5566  
पुं / Male



3652 9704 5566

आधार - आम आदमी का अधिकार

*Bapi Mazumdar*



एन.डी.ए.आई. प्राधिकरण  
Unique Identification Authority of India

पता: सी.ओ. मन्तु मजुमदार  
कमरा नं. ११५३  
घर नं. ३०, कलिनागर पोस्ट अर्राह  
अर्राह, बर्दहमान जिला, बर्दहमान  
पिन कोड - ७१३२१२

Address: S/O. Mantu  
Mazumdar, HOUSE NO  
A1153, VILL ARRAH  
KALINAGAR POST ARRAH  
Arrah, Bardhaman, Bardhaman  
Arrah, West Bengal, 713212

3652 9704 5566

1947  
1000 300 1947

1000 300 1947

1000 300 1947





भारत सरकार  
GOVERNMENT OF INDIA



Shuvro Chattaraj  
DOB: 30/01/1984  
MALE



3886 4165 9084

MERA AADHAAR, MERI PEHACHAN

*Shuvro Chattaraj.*



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:

S/O Nabani Chattaraj,  
BANUNARA, KANKSA, NEAR  
GOSWAMI PARA, BAMUNARA,  
BURDWAN, Bamunara,  
Bardhaman,  
West Bengal - 713212

3886 4165 9084

MERA AADHAAR, MERI PEHACHAN



भारत सरकार  
Government of India

Parameswar Bauri  
Father: RASAMAY BAURI  
DOB: 01/01/1986  
Male

4652 2378 8482

आधार - आम आदमी का अधिकार



*Parameswar Bauri*

आधार  
Unique Identification Authority of India

Address: BIRUDHA,  
Nopara, Buxidha,  
Bardhaman, West Bengal,  
713148

4652 2378 8482

1947  
800 301 3047

help@uidai.gov.in

www.uidai.gov.in



भारत सरकार  
Government of India



Molsy Karmakar

Father : Srikanta Karmakar

Date Generated

Male



9504 7226 2562

आधार - आम आदमी का अधिकार

*Molsy Karmakar*



आधार आयोग  
Unique Identification Authority of India

Address: BAKNARA,  
Bamunora, Bamunera  
Balidhanan, West Bengal  
713223

9504 7226 2562

1547  
1888 200 1547

http://aaid.gov.in

www.aaid.gov.in





भारत सरकार  
GOVERNMENT OF INDIA



Prasenjit Paul  
जन्म तिथि / DOB : 24/11/1984  
पुरुष / MALE  
Mobile No. 9332518325



8061 8432 0683

मेरा आधार, मेरी पहचान

Prasenjit Paul.



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address  
BAMUNARA Bamunara Bamunara Bardhaman West  
Bengal - 713212



1847  
1601 300 1561

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1561,  
Gangshikra-560 901