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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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11 JUL 2022

DEVELOPMENT AGREEMENT

Dist.- Paschim Bardhaman, P.S.-New Township,

Mouza- Kaliganj(কালীগঞ্জ), J.L. No.110,

Under The Area of Jemua Gram Panchayat

R.S. Plot No.1359 & 1360 corresponding L.R. Plot No.1594

Total Area of Land - 11 Decimal

by
S. S. S.

S.No. 926 Date 08/07/2022
Sold to Gayatri Construction
Address Durgapur-13
Value of Stamp 5000
Date of Purchase of the stamp
Purchased from Treasury 23 JUN 2022
Name of the Treasury from

Durgapur

Chatterjee

Somnath Chatterjee

Stamp Vendar

A.D.S.R. Office, Durgapur-16

Licence No.-1/2016-17



Adtl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

11 JUL 2022

DEVELOPMENT BOARD

This Development Agreement is made on this the 11th day of July, 2022.

B E T W E E N

SRI ASWINI DAS [PAN No.AKYPD8484D] [Aadhar No.658693809196],
s/o Sri Bijoy Das, by faith -Hindu, by occupation-Business, Indian
Citizen, resident of - Kaliganj Gram, Ruidas Para, P.O.-Arrah, P.S.-New
Township, Dist.-Paschim Bardhaman, Pin-713212,

Hereinafter referred to & called as the "**Landowner**" (which the terms &
expressions shall unless excluded by or repugnant to the context be
deemed to mean & include her legal heirs, successors, executors, legal
representatives and assignees) on the First Part.

A N D

GAYATRI CONSTRUCTION [PAN No.AAYFG3730H] a Partnership
Firm, having its' office at 2nd Street Gurudwara Road, Benachity, P.O.-
Benachity, P.S.-Durgapur, Dist.-Paschim Bardhaman, (W.B.), Pin-
713213,

(represented by its' Partners; i) **Sri Somnath Paul** [PAN No.
BGHPP4489C] [Aadhar No.492903300053], s/o Sri Naba Kumar Paul, by
faith- Hindu, by occupation-Business, Indian Citizen, resident of
Gopinathpur Konerpara, P.O.-Gopinathpur, P.S.-Coke Oven, Dist.-
Paschim Bardhaman, Pin-713219,

ii) **Sri Pritam Mondal** [PAN No.BPFPM5430K] [Aadhar No.
504316538933] s/o Late Prabir Mondal, by faith- Hindu, by occupation-
Business, Indian Citizen, resident of Vill.-Biharpur, P.O.-Nadiha, P.S.-
Kanksa, Dist.-Paschim Bardhaman, Pin-713218,

iii) **Smt. Sucharita Ghosh** [PAN No.ARM PG3626M] [Aadhar No. 446141914222] w/o Sri Abhijit Dey, by faith- Hindu, by occupation- Business, Indian Citizen, resident of 2nd Street Gurudwara Road, Benachity, P.O.-Benachity, P.S.-Durgapur, Dist.-Paschim Bardhaman, (W.B.), Pin-713213,

iv) **Sri Abhijit Dey** [PAN No. AMJPD2312B] [Aadhar No.884269936128] s/o Babul Kumar Dey, by faith- Hindu, by occupation-Business, Indian Citizen, resident of South Dhadka Road, Dhadka, Sukanta Pally, P.O.- Dhadka, P.S.-Asansol, Dist.-Paschim Bardhaman, Pin-713302,

v) **Sri Koushik Paramanik** [PAN No.CGEPP0808D] [Aadhar No.244788275173] s/o Paresh Paramanik, by faith- Hindu, by occupation-Business, Indian Citizen, resident of Arrah, Vivekananda Park, Tetikhola, P.O.-Arrah, P.S.-New Township, Dist.-Paschim Bardhaman, Pin-713212,

Hereinafter referred to & called as **"Developer"** (which the expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, legal representatives, administrators, executors, and assignees) on the Second Part.

WHEREAS the Landowner is seize, owned and possess of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring an area of land 11(Eleven) Decimal, in the Dist.- Paschim Bardhaman, under P.S.-New Township, within Mouza-Kaliganj, J.L. No.110, Khatian No.287, L.R. Khatian No.2158, R.S. Plot No.1359 & 1360, corresponding L.R. Plot No.1594, Area of Land-11(Eleven)Decimal, by virtue of Regd. Deed of Sale vide No.1-4003/2005 of A.D.S.R.

Durgapur, and his name has duly been recorded in the L.R.R.O.R. vide Khatian No.2158, which is hereinafter more fully mentioned in the "First Schedule", and hereinafter called as "said property".

AND WHEREAS the Landowner desires to develop the "Said Property", by construction of multi-storied building/s up to maximum limit of floor, consisting of as many as flats, units, garages etc., with the permissions of the Jemua Gram Panchayat, has approached the developer herein, to do the said development construction work at the developers' cost & expenses, with the permissions & approvals of the Jemua Gram Panchayat, and/or any other concern Authority/ Authorities, and Developer, after prolong discussion with the Landowner herein, has agreed to do the development construction work over the schedule mentioned property, and to avoid any future disputes & litigation, both the parties AGREED to prepare and execute this written agreement on terms & conditions having been settled by & between the parties after mutual discussion.

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

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

2) GENERAL MEANING OF THE TERMS:-

- i) **BUILDING:** shall means the proposed multistoried building/s, up to maximum limit of floors, consisting of as many as flats/units, garages etc., to be construct according to the permissions & approvals, by the concerned authority/authorities, which will be sanctioned by the Jemua Gram Panchayat and/or any other concern Authority/

Authorities, from time to time and to be constructed on the 'said property' more-fully and specifically describe in the "First Schedule" written hereunder, and the said building herein after referred to as the "SAID BUILDING".

- ii) PREMISES as well as SAID PROPERTY: shall mean ALL THAT piece and parcel of land measuring an area of land 11(Eleven) Decimal, in the Dist.-Paschim Bardhaman, under P.S.-New Township, within Mouza-Kaliganj, J.L. No.110, Khatian No.287, L.R. Khatian No.2158, R.S. Plot No.1359 & 1360, corresponding L.R. Plot No.1594, Area of Land-11(Eleven)Decimal, more-fully and particularly mentioned, described, explained, enumerated and provided in the 'First Schedule' hereunder written and/or given, and the premises hereinafter referred to as the "SAID PREMISES as well as SAID PROPERTY".
- iii) PLAN: shall mean the Building Plan for construction of the 'said building' on the 'said premises, which will approve and/or permit by the Jemua Gram Panchayat &/or by the concerned Authorities, and shall also include variations/modifications, alterations therein that may be made by the Developer herein, if any, as well as all revisions, renewals and extension thereof, made or caused by the Developer and/or the Landowner with mutual consent.
- iv) DEVELOPMENT AGREEMENT: shall means this Agreement between the Landowner and the Developer herein relating to the development, promotion, construction, erection of building/s at and upon the 'said premises', and shall also include all amendments, modifications, alterations, and changes, if any, made therein and all extensions, if any, thereof from time to time.

- v) THE UNIT/FLAT: shall mean any Unit/Flat/apartment or any other covered space in the proposed Building/s, which is capable of being exclusively owned, used and/or enjoyed, and Unit/Flat in the Buildings lying/erected at and upon the said premises, and the right of common use of the common portion apartment to the concerned Unit/Flat, and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat.
- vi) PARKING SPACE: shall mean the covered space at the Ground Floor of the said Building/s and also surrounding the said proposed multistoried Building/s, if any, that may be earmarked by the Developer herein.
- vii) ARCHITECT(S): shall mean such Architect(s) whom the Developer may from time to time, appoint for execution of the development of the schedule mentioned land.
- viii) PROJECT: shall mean the proposed multistoried building/s, up to maximum limit of floors, consisting of as many as flats/units/garages etc. i.e. the construction work of development, undertake and to be done by the Developer herein, over the "said premises" in pursuance of the Development Agreement and/or any modification or extension thereof, till the completion of such development, erect, promotion, construction of the multistoried building/s at and upon the said premises.
- ix) LANDOWNER:- shall mean 1) **SRI ASHWINI DAS** s/o Sri Bijoy Das.
- x) DEVELOPER: shall mean **GAYATRI CONSTRUCTION** a partnership firm, having its' office at 2nd Street of Gurudwara Road, P.O.-

Benachity, P.S.-Durgapur, Dist.-Paschim Bardhaman, (W.B.), Pin-713213, (represented by its' Partners; i) **Sri Somnath Paul** s/o Sri Naba Kumar Paul, ii) **Sri Pritam Mondal** s/o Late Prabir Mondal, iii) **Smt. Sucharita Ghosh** w/o Abhijit Dey, iv) **Sri Abhijit Dey** s/o Babul Kumar Dey, v) **Sri Kaushik Paramanik** s/o Paresh Paramanik & its' successors-in-office, successors in interest and assigns, representatives.

xii) FORCE MAJEURE: shall mean & include natural calamities, act of god, fire, civil commotion, riot, war, strike, lockout, notice or prohibitory order from any authority, shortage of essential commodities, Labour unrest, Local problem and/or local disturbance, and/or any other act or commission or circumstance beyond the control of the Developer.

xii) EFFECTIVENESS:- This agreement shall become effective from the date of execution of this agreement.

xiii) COMMENCEMENT OF CONSTRUCTION WORK: shall mean the "DATE" on which the Developer will start excavation of earth at the "said premises" to do the development construction work/construction of the said Building/s, within 1(One) month, after receiving approved Building Plan & all the permissions & approvals for the same, and/or HIRA registration, from the concerned authority/authorities. Be it mentioned the Developer herein shall intimate the "Date" by writing to the Landowner herein.

 xiv) WORDS COMMONLY USED TO REFER THE MASCULINE GENDER:
Shall include the feminine and neuter gender and vice versa.

- xv) SINGULAR NUMBER: Shall include the plural and vice-versa unless the context states otherwise.

3) LANDOWNER'S & DEVELOPER'S ALLOCATION

That it has been agreed between the parties that the tune of share or division of the units/Flats/apartment to be construct by the Developer herein on the 'First Schedule' below property, will be 30:70 ratio, as mentioned hereunder:-

- i) That the Landowner, will get 30% constructed area of the proposed multistoried building/s, on the actual coverage/usage of the land, in accordance with the sanction building plan, duly approved & permit by the Jemua Gram Panchayat and/or by the concerned authority, in respect of the "First Schedule" hereunder, subject to adjustment or refund of advance received amount of Rs.10,00,000/-(Ten Lakh) only, (which is paid by the Developer to the Landowner herein, as more fully mentioned in the "Second Schedule" hereunder).
- ii) That after getting approve Building Plan, the Developer shall allot specific allocation of Flats & Parking, to the Landowner herein, and equivalent to his share i.e.30% constructed area, as mentioned above.
- iii) That the Developer will get entire remaining constructed area of the proposed multistoried building/s, on the actual coverage/usage of the land, in accordance with the sanction building plan, duly approved permitted by the Jemua Gram Panchayat and/or by the concerned authority, in respect of the "First Schedule" hereunder.

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

- i) That the Landowner is now absolutely seize and possess of or otherwise well and sufficiently entitled to the 'said premises' as the absolute owner, with free from all encumbrance having marketable title thereof, and without receiving any notice for acquisition and requisition from any authority, having been beyond the ceiling limit under the Urban Land (Ceiling and Regulation Act, 1976), and being not attached with any suit, decree or order of any court of law or due Income Tax or Revenue or any public demand whatsoever, in spite of that if there is an dispute in respect of the said property, then the Landowner shall be fully responsible and shall be solve the same at their own costs and expenses as early as possible, from the date of raising out of the said disputes.
- ii) That the Landowner in pursuance of this agreement, hand-over the peaceful physical vacate possession of the 'said premises' as mentioned in the "First Schedule" hereunder, to the Developer herein, for the proposed development project/construction of multistoried building/s, simultaneously within the 7(seven) days from the execution of this agreement and/or from the date of demand for the same by the Developer herein, and the same shall remain under the possession of the Developer till the completion of the said proposed development project/construction of building/s, and till handover the possession of all flats/units/apartments thereof, with registered deed of conveyance(s)/sale by each of unique intended owner/s thereof.
- iii) That the Landowner shall pay all taxes, fees, outgoings and etc. including arrears of the Government/Jemua Gram Panchayat and/or

any other authority/authorities before the concerned authority/authorities in respect of "said premises", till the date of signing of these presents.

iv) That if any dispute arises, regarding the title and ownership & possession in respect of the said premises of the Landowner herein, from any person/s or any other, then the Landowner at their own costs and expenses shall clear the "said property" having establishing of right and marketable title in their names, free from all encumbrance, though the Landowner admitted that no suits and /or proceedings and /or litigations are filed/pending before any court of law in connection with the said property or any part thereof, and if any dispute arise in future in respect of the said property & against the development works thereon, & for which if the Developer became unable to continue the said project thereon, then the Landowner shall always be present to assist the developer to solve the dispute/problem in respect of the "First Schedule" hereunder, and the time period, which will be/may be lapsed to settle the dispute/problem, that time period, shall be added/extended to the total time period for the completion of construction works, in accordance with this agreement.

v) That the Landowner shall not claim any manner save & except that written in Clause-3 above, and in the "Second Schedule" herein below in respect of their allocation in respect of the "said Building/s"

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

- vii)** That the landowner shall not sell, lease, mortgage, let-out and /or charge the said premises and/or any part thereof towards any third party on and from the date of execution of this Agreement till the date of completion of the project including subsisting of this Agreement, and, the landowner shall also not do any acts, deeds or things, whereby the Developer may be prevented from selling, assigning and /or disposing of any portion fallen under the Developer's allocation as well as Landowner's allocation in the said proposed building. It is further-declared by the landowner that she did not sign and/or execute any agreement in any manner with any third party in respect of the "First Schedule" property, and subsequently, if any sort of agreement/s is/are found then the same will be treated as cancelled.
- viii)** That the landowner shall have no right or power to terminate these presents, till validity of this Agreement.
- ix)** That the Landowner shall handover to the Developer the original title Deeds, Parcha/land records of rights / Tax Receipts & other relevant documents/papers, with proper receipt, what he possess in respect of the First Schedule hereunder, simultaneously with the signing of these presents.
- x)** That after execution of this agreement, the Landowner shall always be present to put their signatures in every document, form, application, etc., in favour of the Developer herein, which are necessary for the development construction works at the "First Schedule" hereunder.
- xi)** That the Landowner by these presents shall have every right and power in respect of the flats/apartments/units, equivalent to his share of allocation, as mentioned in the "Second Schedule" hereunder,

including the common portions & amenities thereof, at the project/Multistoried Buildings.

- xii) That after execution of this agreement, the Landowner shall grant a Development Power of Attorney in favour of the Developer herein, within 7(seven) days from it's demand, and the said Power of Attorney will be valid till validity of this agreement.

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

- i) That the Developer by these presents, shall have every right and power to start all kinds of development works of the proposed project on and from the date of signing of this agreement, including obtaining plan & permission from the Jemua Gram Panchayat and/or by the concerned authority, including modified plan for development works at the "First Schedule", and to submit the same to the Jemua Gram Panchayat and/or by the concerned authority for obtaining approval of the same, and to enter upon the said property, either as on or along with others, to look after and to control all the affairs of the proposed development works, and to erect new building/s and structure/s by virtue of the sanctioned building plan, and to supervise the development works in respect of the new construction through contractors, sub-contractors, architects and surveyor's as may be required by the said developer for construction of the proposed building/s and structures at the said property, in accordance with the plan and specifications sanctioned by the Jemua Gram Panchayat and/or by the concerned authority.



- ii) That the Developer shall give intimation to the Landowner, in every occasions, about the progress of his steps/initiatives, to get approved Building Plan, and it's allied permissions & approvals, and HIRA registration, from the concerned authority/ies, and if the Developer, without any reasonable cause, willfully neglects or delays to get the said permissions & approvals, in that case, the Landowner shall have right to terminate this agreement.
- iii) That the Developer by these presents, shall have every right and power to collect and receive earnest money and/or advance or part payment of full consideration from any prospective buyer/s or purchaser for booking and sell/transfer of such flat/s, and parking space/s, and also to receive and collect or demand the consideration amount for the same, and for that act/s or purpose/s to make sign and execute and/or give proper and lawful discharge for the same, in respect of allocation of the Developer.
- iv) That the Developer by these presents, shall have every right and power to sell, transfer, assign and dispose of any unit/s or flat/s, and parking space at the said proposed multistoried building/s or project at the said premises, in respect of Developer's allocated portion, on ownership basis towards any intending purchaser/s or buyer/s, and/or in any other manner as may be deem fit and proper, and accept final consideration money in regards to the unit/flat/apartment/portion with common facilities at the said proposed project at the "First Schedule" herein, as deem fit & proper, after receive Regd. Development Power of Attorney from the Landowner herein.
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- v) That the Developer by these presents, shall have every right and power, to execute from time to time, agreements or agreement for sale, of such flat/s or apartment/s or garage/s, and to transfer the same, on ownership basis by conveyance in respect of the multistoried building/s, which will be constructed on the said property, and also to execute and sign conveyance, transfer and surrender in respect of the said property, or any part thereof, and present the document/s for registration, and to admit the execution of any such document/s before the appropriate registering authority, in respect of the allocation of the Developer, after receive Regd. Development Power of Attorney from the Landowner herein.
- vi) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, which will be needed by the Developer for the proposed development project, shall be prepared by the developer at its' own costs and expenses in the name of the Landowner &/or his name, without reimbursement the same by the Landowner, and the Landowner shall sign on the plan application, papers, documents etc. as when the developer asked for the same, without demanding any remuneration and /or money for the same.
- vii) That by virtue of these presents, the Developer is hereby empowered to raise the construction of the proposed new multistoried building/s of maximum limit of floors consisting of as many as flats, garages etc. at the "First Schedule" hereunder.
- viii) That the Developer shall be authorized in the name of the Landowner, if necessary to apply for temporary and/or permanent; connection for electricity, sewerage, drainage, water and/or other

facilities, if needed, for the construction of the building/s as well as completion of the projects at the costs of the Developer.

- ix) That the Developer shall complete the construction of the "Said Building/s" and/or 'Project' at its costs and expenses in pursuance of the sanctioned Building Plan & Permissions within **36(Thirty) months with further additional period of 6(Six) months**, if needed, and the time shall be computed on and from the date of "Commencement of Construction Work", of the "Said Building/s" and/or 'Project', subject to the circumstances of Force Majeure.
- x) That the stipulated time for construction as stated above shall be extended, if the Developer is prevented to continue the Development Works of the project by any unforeseen reasons beyond the control of the Developer and/or force majeure, and in that case, the time so to be elapsed should be extended further beyond the aforesaid contractual period without raising any objection from the part of the Landowner.
- xi) That all the taxes, rates, fees, outgoings etc. which will be arise after execution of these presents, in respect of the "said premises" shall be borne/pay by the Developer, till the date of hand-over the respective unit/flat towards the buyer/s or owner/s.
- xii) That the Developer shall be continue the development construction works of the "said Building" at the "said Premises" under the name of style, as the Developer shall choice/ fix and that will be final.
- xiii) That the Developer shall have exclusive right to amalgamate the "Said Property" to any other adjacent plot of land / lands situated around the said property without taking any prior permission from the

landowner in the manner whatsoever the developer may deem fit and proper. The landowner shall sign and execute all necessary Agreement/s, documents, deed of amalgamation and other paper/s in whatsoever manner and/or nature to the Developer, without raising any objection and demanding any amount in respect thereof, but the Landowner allocation will remain same, as written in these presents.

- xiv) The Developer hereby undertakes to keep the landowner indemnified against any third party, claim, suits, costs, proceedings and claims for any third party including and /or statutory authorities and /or adjacent neighbors, which may arise out of the Developer's actions with regard to the development and/or construction of the building on the "said premises".
- xv) That the Developer by virtue of these presents, shall have right &/or authority to deal with any person/persons, &/or enter into any contract, &/or agreement, to borrow money &/or to take advance against any unit/flat/portion along with acquired right under this agreement, from any Nationalized, Private or Public Sector Bank &/or financial institution.
- xvi) 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 flat/apartment.
- xvii) That the Developer shall be liable/responsible for received any booking amount/advance/full consideration amount in connection with any agreement for sale from one or more prospective buyer/s of the proposed flats/units in respect of the proposed project at the first schedule hereunder.

xviii) That the Developer has not acquired any ownership or title, and/or no such ownership or title has been transferred in favour of the Developer herein, by virtue of this Agreement, in respect of the "First Schedule" hereunder.

6) Mutual consent of the Parties :-

- i) That all the term & conditions of this agreement shall be bound to obey by all the parties of these presents.
- ii) The landowners and the Developer have entered into these presents purely as a contract, and nothing contained herein shall be deemed to constitute as a partnership between the landowners and the Developer in any manner, nor shall the parties here to be constituted as Association of persons.
- iii) That if any fraction figure is come-out, at the time of handover the allocation of the Landowner, as mentioned hereinabove & in the 'Second Schedule' hereunder, then the fraction figure will be roundup by adding the same in the area of Developer or Landowner, as per their mutual understanding, in that case, whoever will hold the fraction figure, he/she will be liable to pay the amount as per their mutual understanding, for the same towards another.
- iv) That any terms & conditions & clauses of these presents, if required to amend/alter in future, then both the parties by mutual understanding can amend/alter the same by preparing a Registered Instrument/Document in continuation of these presents.
- v) The court under which jurisdiction the land is situated shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

FIRST SCHEDULE as referred herein above

(Description of Land/Premises)

ALL THAT piece & parcel of land in the Dist.-Burdwan(now Paschim Bardhaman), P.S.-New Township, within the area of Jemua Gram Panchayat, at **Mouza - Kaliganj (কালীগঞ্জ)**, J.L. No.110, **Khatian No.287, L.R. Khatian No.2158,**

- 1) **R.S. Plot No.1359, corresponding L.R. Plot No.1594, Area of Land - 5(Five) Decimal,**
- 2) **R.S. Plot No.1360, corresponding L.R. Plot No.1594, Area of Land - 6(Six) Decimal,**

Total Area of Land - 11(Eleven)Decimal, under Jemua Gram Panchayat, B.L.&L.R.O. Faridpur-Durgapur, and the Land is recorded as Bastu, & proposed to be use as Bastu for Residential Purpose.

Butted and Bounded as follows:-

- North : 5'-5" wide Passage.
 South : Land of Nimal Ruidas.
 East : Land of Sahadeb Ruidas.
 West : 32' Feet Wide Pucca Road.

[Sketch Map of the above mentioned land is annexed herewith, which is part & parcel of this agreement]

SECOND SCHEDULE as referred herein above

(Description of Allocation of the Landowner & Developer)

- i) That it has been agreed between the parties that the Landowner, will get 30% constructed area of the proposed multistoried building/s, on the actual coverage/usage of the land, in accordance with the sanction building plan, duly approve & permit by the Jemua Gram Panchayat and/or by the concerned authority, in respect of the "First Schedule" hereunder.
- ii) That after getting approve Building Plan, the Developer shall allot specific allocation of Flats & Parking, to the Landowner herein, equivalent to the share of 30% constructed area, as mentioned above.
- iii) That the Landowner herein has entered into this agreement after received the amount of Rs.8,00,000/- (Eight Lakh) only, [i.e. Rs.7,00,000/- only through RTGS from IDBI Bank, & Rs.50,000/- & Rs.50,000/- only through NEFT from AXIS Bank]. And the rest amount of Rs.2,00,000/- (Two Lakh) only will receive at the time of execution of Regd. Development Power of Attorney in favour of the Developer herein.
- iv) That the aforesaid amount, either, will be adjusted with the allocation of 30% share of the Landowner, as mentioned hereinbefore, or the Landowner will refund the amount towards the Developer, before taking possession/transfer his flats/parking (equivalent to his share) at the said multistoried building/s or project.
- a) That the Developer will get all the units/flats/parking space/ portions/ constructed area, as per sanctioned building plan duly approved & permitted by the Jemua Gram Panchayat, and/or by the concerned authority, excluding the Landowner's allotted Area/Flats.

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

General Specification of "said building"

Foundation	: R.C.C. Framed, anti-termite foundation
Structure	: R.C.C. Framed Structure
Roof	: RCC Slab with proper Water Proofing Treatment.
External Wall Finishing	: Weather Coat
Interior Wall Finishing	: All internal Wall – Wall Putty finishing.
Flooring	: Vitrified Tiles in all rooms, and anti-skid vitrified Tiles in Toilet & Kitchen.
Doors	: Main entrance Wooden frame with flush door, & in all rooms frame with flash door, & lock, & P.V.C. Door at Toilet & Kitchen.
Window	: Anodized Aluminum sliding windows with glass.
SANITARY FITTINGS & TOILET	: Concealed pipeline, glazed tiles up to 5' feet height, Plumbing CP fittings of ISI standard
Kitchen Platform & wall	: Cooking platform with granite slab. One stainless steel sink, ceramic tiles up to 24" above cooking platform.
Electrical Installation	: Concealed Wiring throughout the flats, Modular switches with adequate power point in each room.
Lift	: Lift (Standard Quality).
Fire Protection	: Fire Extinguishing Equipment at Common Space, Lightning arrestors at suitable place
COMMON FACILITIES	: Septic Tank, water supply arrangement, pathways, boundary wall, roof, meter space and others as stated herein
GENERATOR	: Standard Quality.

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

IN WITNESS WHEREOF both the parties of these presents do hereby put their respective signatures, in the free, fair state of mind, after gone through all the terms & conditions & expressions of these presents on this the 11th day of July, 2022 at Durgapur.

WITNESSES:-

1) Tapas Das.
Aswini Das.
Kuligam, P.O. Aswini
Durgapur - 713212.

2) Rabi Bauri
S/o Nepal Bauri
DMP-12

Aswini Das

SIGNATURE OF LANDOWNER

GAYATRI CONSTRUCTION
Sannath Paul
(PARTNER)
GAYATRI CONSTRUCTION
Bilal Mondal
(Partner)
GAYATRI CONSTRUCTION
Sucharita Ghosh (Partner)
GAYATRI CONSTRUCTION
Abhijit Dey (Partner)
GAYATRI CONSTRUCTION
Boushik Paramonik
(PARTNER)

SIGNATURE OF DEVELOPER

Drafted and Typed by me & read over & explained to all parties of these presents and all of them admit the same has been correctly written as per their instructions & also identified by me,

Debabrata Biswas

Debabrata Biswas, Advocate
Durgapur Court, City Centre
Enrollment No. W.B./686/2010

জেলা- পশ্চিম বর্ধমান খতিয়ান নং- ২১৫৮

[২০০২১১০]

মৌজা- কালীগঞ্জ

জে.এল.নং- ১১০

থানা- নিউটাউনশিপ



(১) রাজস্ব- টাকা

(২) জমির পরিমান(এ)- ০.১৪

(৩) মোট দাগের সংখ্যা- ২

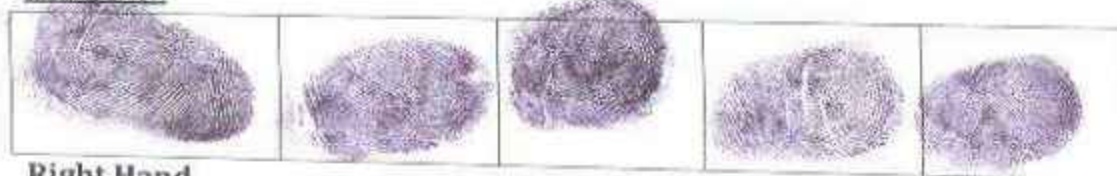
	(৪) অগ্রস্বত্বের দলকারের বিবরণ	(৫) স্বর	(৬) মন্তব্য
নাম-	অখিলী দাস	রাস্তা	
পিতা-	BDOYDAS		
ঠিকানা-	KALIGANJ FARIDPUR DURGAPUR		

(৭) অগ্রস্বত্বের নিজ দখলীয় জমি

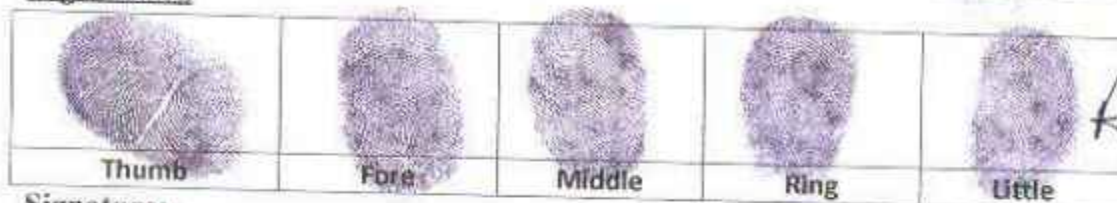
দাগ নং	জমির শ্রেণী	মন্তব্য	দাগের মোট পরিমান(এ)	দাগের মধ্যে অগ্রস্বত্বের অংশ	দাগের মধ্যে অগ্রস্বত্বের জমির অংশের পরিমান
					একর হেক্টর
১৫৯৪	বাস্ত	আগত খং নং - 287,531 রে: ক: মূলে, রে: ক: মূলে ঘর-2 ঘর-2	০.১১	১.০০০০	০.১১
১৫৯৫	বাস্ত	আগত খং নং - 287 রে: ক: মূলে ঘর-2	০.৫৬	০.০৬২৫	০.০৩
মোট দাগের সংখ্যা- দুই মাত্র					

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Right Hand

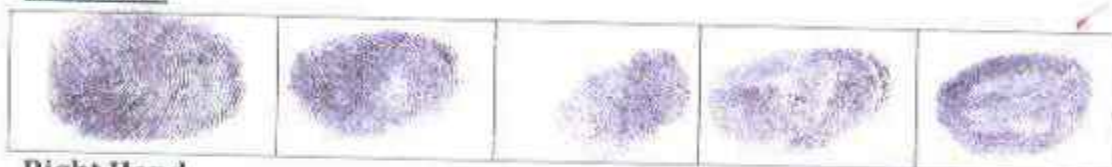


Signature:-

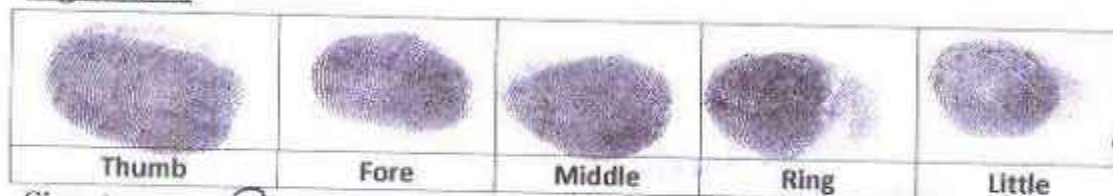
Aswini Das

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Right Hand



Signature:-

Somnath Paul

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Right Hand



Signature:-

Pritom Mondal

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Right Hand



Signature:-

Sucharita Ghosh



Aswini Das



Somnath Paul



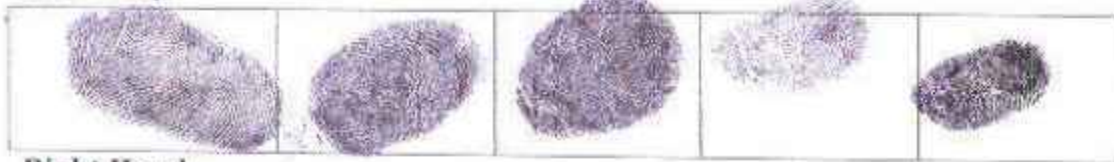
Pritom Mondal



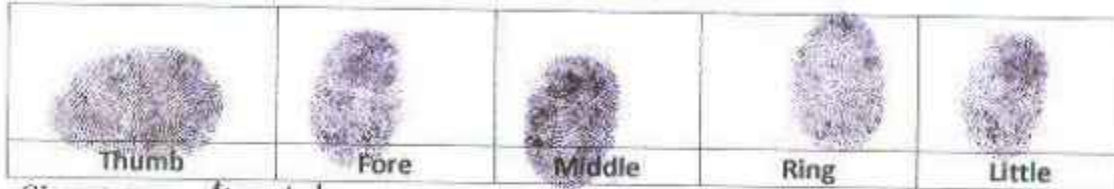
Sucharita Ghosh

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Right Hand



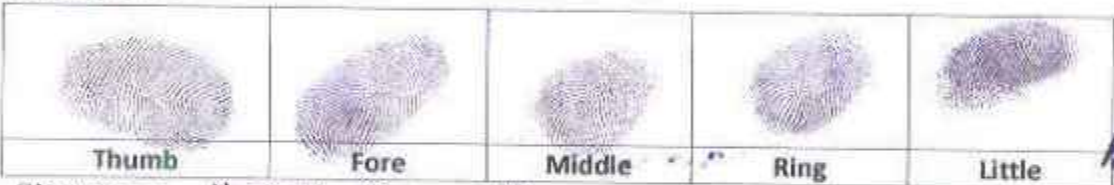
Signature:- *Abhijit Dey*

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Right Hand



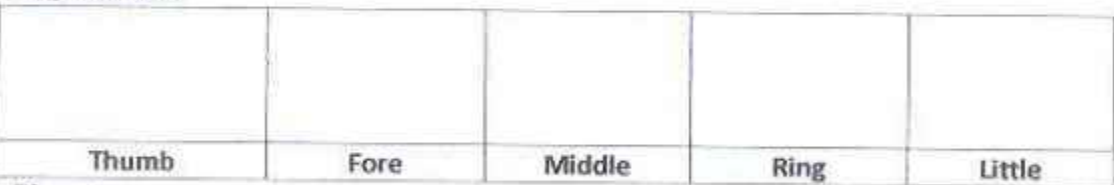
Signature:- *Neelashree Paramanath*

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Right Hand



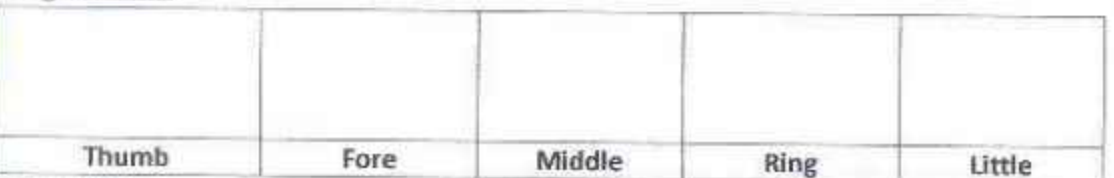
Signature:-

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Right Hand



Signature:-



Photo

Photo

Sketch Map Is Showing The Land Of **Mouza-Kaliganj.J.L No-83(110)**
P.S-New Township.Dist-Paschim Bardhaman. R.S Plot No-1359(P) 1360
L.R Plot No-1594 Khatain No-2158 In Area 0.11 Acre Land In Red Mark
Owner Name :- ASWINI DAS S/o:-BIJOY DAS.



R.S INDEX

Pritam Mondal
 Koushik Paramonik
 Abhijit Dey
 Sucharita Ghosh

GAYATRI CONSTRUCTION



Aswini Das
 Signature Of Land Owner

GAYATRI
 Somnath Paul

Mondal-10/07/2022

SURVEYOR

MOHIT Kr. MONDAL

Bargaria, Paschim Bardhaman, Durgaj
 Govt. Regd. No.-W.B.K.565/199

According To Field Sketch



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

GRN Details

GRN:	192022230070117148	Payment Mode:	Online Payment (SBI Epay)
GRN Date:	11/07/2022 10:28:24	Bank/Gateway:	SBIPay Payment Gateway
BRN :	0644855429512	BRN Date:	11/07/2022 10:30:23
Gateway Ref ID:	221922509794	Method:	HDFC Retail Bank NB
Payment Status:	Successful	Payment Ref. No:	2002074429/3/2022
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	GAYATRI CONSTRUCTION
Address:	DURGAPUR 13
Mobile:	9476230460
Depositor Status:	Buyer/Claimants
Query No:	2002074429
Applicant's Name:	Mr DEBABRATA BISWAS
Identification No:	2002074429/3/2022
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002074429/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	11
2	2002074429/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	10014
Total				10025

IN WORDS: TEN THOUSAND TWENTY FIVE ONLY.

Major Information of the Deed

Deed No :	I-2306-07403/2022	Date of Registration	11/07/2022
Query No / Year	2306-2002074429/2022	Office where deed is registered	
Query Date	08/07/2022 2:42:43 PM	A.D.S.R, DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	DEBABRATA BISWAS DURGAPUR COURT, CITY CENTRE, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 7908705176, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 20,79,000/-	
Stamp duty Paid(SD)		Registration Fee Paid	
Rs. 5,011/- (Article:4B(g))		Rs. 10,014/- (Article:E, E, B)	
Remarks			

Land Details :

District: Paschim Bardhaman, P.S:- New Township, Gram Panchayat: JEMUA, Mouza: Kaliganj, JI No: 110, Pin Code: 713212

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-1359	RS-287	Bastu	Bastu	5 Dec	1/-	9,45,000/-	Width of Approach Road: 38 Ft. Adjacent to Metal Road,
L2	RS-1360	RS-287	Bastu	Bastu	6 Dec	1/-	11,34,000/-	Width of Approach Road: 38 Ft. Adjacent to Metal Road,
		TOTAL :			11Dec	2/-	20,79,000/-	
	Grand Total :				11Dec	2/-	20,79,000/-	

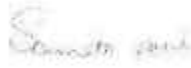
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr ASWINI DAS (Presentant) Son of Mr BIJOY DAS Executed by: Self, Date of Execution: 11/07/2022 , Admitted by: Self, Date of Admission: 11/07/2022 ,Place : Office	 11/07/2022	 LTI 11/07/2022	 11/07/2022
ARRAH KALIGANJ GRAM, City:- Durgapur, P.O:- ARRAH, P.S:- New Township, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713212 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx4D, Aadhaar No: 65xxxxxxxx9196, Status :Individual, Executed by: Self, Date of Execution: 11/07/2022 , Admitted by: Self, Date of Admission: 11/07/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	GAYATRI CONSTRUCTION 2ND STREET GURUDWARA ROAD, BENACHITY, City:- Durgapur, P.O:- BENACHITY, P.S:-Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713213 , PAN No.:: AAxxxxxx0H, Aadhaar No: 49xxxxxxxx0053 Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr SOMNATH PAUL Son of Mr NABA KUMAR PAUL Date of Execution - 11/07/2022, , Admitted by: Self, Date of Admission: 11/07/2022, Place of Admission of Execution: Office	 Jul 11 2022 5:51PM	 LTI 11/07/2022	 11/07/2022
GOPINATHPUR KONERPARA, City:- Durgapur, P.O:- GOPINATHPU, P.S:-Coke Oven, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713219, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BGxxxxxx9C, Aadhaar No: 49xxxxxxxx0053 Status : Representative, Representative of : GAYATRI CONSTRUCTION (as PARTNER)				
2	Mr PRITAM MONDAL Son of Late PRABIR MONDAL Date of Execution - 11/07/2022, , Admitted by: Self, Date of Admission: 11/07/2022, Place of Admission of Execution: Office	 Jul 11 2022 5:52PM	 LTI 11/07/2022	 11/07/2022

VILL. BIHARPUR, City:- Durgapur, P.O:- NADIHA, P.S:-Kanksa, District-Paschim Bardhaman, West Bengal, India, PIN:- 713201, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: BPxxxxxx0K, Aadhaar No: 50xxxxxxxx8933 Status : Representative, Representative of : GAYATRI CONSTRUCTION (as PARTNER)

3	Name	Photo	Finger Print	Signature
	Mrs SUCHARITA GHOSH Wife of Mr ABHIJIT DEY Date of Execution - 11/07/2022, , Admitted by: Self, Date of Admission: 11/07/2022, Place of Admission of Execution: Office	 Jul 11 2022 5:54PM	 LTI 11/07/2022	 11/07/2022

2ND STREET GURUDWARA ROAD, BENACHITY, City:- Durgapur, P.O:- BENACHITY, P.S:-Durgapur, District-Paschim Bardhaman, West Bengal, India, PIN:- 713213, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ARxxxxxx6M, Aadhaar No: 44xxxxxxxx4222 Status: Representative, Representative of : GAYATRI CONSTRUCTION (as PARTNER)

4	Name	Photo	Finger Print	Signature
	Mr ABHIJIT DEY Son of Mr BABUL KUMAR DEY Date of Execution - 11/07/2022, , Admitted by: Self, Date of Admission: 11/07/2022, Place of Admission of Execution: Office	 Jul 11 2022 5:53PM	 LTI 11/07/2022	 11/07/2022

SOUTH DHADKA ROAD, DHADKA SUKANTA PALLY, City:- Asansol, P.O:- DHADKA, P.S:-Asansol, District-Paschim Bardhaman, West Bengal, India, PIN:- 713302, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AMxxxxxx2B, Aadhaar No: 88xxxxxxxx6128 Status: Representative, Representative of : GAYATRI CONSTRUCTION (as PARTNER)

5	Name	Photo	Finger Print	Signature
	Mr KOUSHIK PARAMANIK Son of Mr PARESH PARAMANIK Date of Execution - 11/07/2022, , Admitted by: Self, Date of Admission: 11/07/2022, Place of Admission of Execution: Office	 Jul 11 2022 5:53PM	 LTI 11/07/2022	 11/07/2022

ARRAH, VIVEKANANDA PARK, TETIKHOLA, City:- Durgapur, P.O:- ARRAH, P.S:-New Township, District-Paschim Bardhaman, West Bengal, India, PIN:- 713212, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: CGxxxxxx8D, Aadhaar No: 24xxxxxxxx5173 Status: Representative, Representative of : GAYATRI CONSTRUCTION (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr. TAPAS DAS Son of Mr. ASWINI DAS ARRAH KALIGANJ, City:- Durgapur, P.O.-ARRAH, P.S.-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212			
	11/07/2022	11/07/2022	11/07/2022

Identifier Of Mr ASWINI DAS, Mr SOMNATH PAUL, Mr PRITAM MONDAL, Mrs SUCHARITA GHOSH, Mr ABHIJIT DEY, Mr KOUSHIK PARAMANIK

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ASWINI DAS	GAYATRI CONSTRUCTION-5 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr ASWINI DAS	GAYATRI CONSTRUCTION-6 Dec

On 11-07-2022

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

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

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

Presented for registration at 13:07 hrs on 11-07-2022, at the Office of the A.D.S.R. DURGAPUR by Mr ASWINI DAS, Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 20,79,000/-

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

Execution is admitted on 11/07/2022 by Mr ASWINI DAS, Son of Mr BIJOY DAS, ARRAH KALIGANJ GRAM, P.O. ARRAH, Thana: New Township, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession Business

Identified by Mr TAPAS DAS, Son of Mr ASWINI DAS, ARRAH KALIGANJ, P.O. ARRAH, Thana: New Township, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Business

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

Execution is admitted on 11-07-2022 by Mr Koushik PARAMANIK, PARTNER, GAYATRI CONSTRUCTION (Partnership Firm), 2ND STREET GURUDWARA ROAD, BENACHITY, City:- Durgapur, P.O:- BENACHITY, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213

Identified by Mr TAPAS DAS, Son of Mr ASWINI DAS, ARRAH KALIGANJ, P.O. ARRAH, Thana: New Township, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Business

Execution is admitted on 11-07-2022 by Mr SOMNATH PAUL, PARTNER, GAYATRI CONSTRUCTION (Partnership Firm), 2ND STREET GURUDWARA ROAD, BENACHITY, City:- Durgapur, P.O:- BENACHITY, P.S:- Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713213

Identified by Mr TAPAS DAS, Son of Mr ASWINI DAS, ARRAH KALIGANJ, P.O. ARRAH, Thana: New Township, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Business

Execution is admitted on 11-07-2022 by Mr PRITAM MONDAL, PARTNER, GAYATRI CONSTRUCTION (Partnership Firm), 2ND STREET GURUDWARA ROAD, BENACHITY, City:- Durgapur, P.O:- BENACHITY, P.S:- Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713213

Identified by Mr TAPAS DAS, Son of Mr ASWINI DAS, ARRAH KALIGANJ, P.O. ARRAH, Thana: New Township, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Business

Execution is admitted on 11-07-2022 by Mrs SUCHARITA GHOSH, PARTNER, GAYATRI CONSTRUCTION (Partnership Firm), 2ND STREET GURUDWARA ROAD, BENACHITY, City:- Durgapur, P.O:- BENACHITY, P.S:- Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713213

Identified by Mr TAPAS DAS, Son of Mr ASWINI DAS, ARRAH KALIGANJ, P.O. ARRAH, Thana: New Township, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Business

Execution is admitted on 11-07-2022 by Mr ABHIJIT DEY, PARTNER, GAYATRI CONSTRUCTION (Partnership Firm), 2ND STREET GURUDWARA ROAD, BENACHITY, City:- Durgapur, P.O:- BENACHITY, P.S:- Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713213

Identified by Mr TAPAS DAS, Son of Mr ASWINI DAS, ARRAH KALIGANJ, P.O. ARRAH, Thana: New Township, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,014/- (B = Rs 10,000/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/- , by online = Rs 10,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/07/2022 10:30AM with Govt. Ref. No: 192022230070117148 on 11-07-2022, Amount Rs: 10,014/-,
Bank: SBI EPay (SBlePay), Ref. No. 0644855429512 on 11-07-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,011/- and Stamp Duty paid by Stamp Rs 5,000/-,
by online = Rs. 11/-

Description of Stamp

1 Stamp: Type: Impressed, Serial no 926, Amount: Rs 5,000/-, Date of Purchase: 08/07/2022, Vendor name:
SOMNATH CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/07/2022 10:30AM with Govt. Ref. No: 192022230070117148 on 11-07-2022, Amount Rs: 11/-, Bank: SBI
EPay (SBlePay), Ref. No. 0644855429512 on 11-07-2022, Head of Account 0030-02-103-003-02



Santanu Pal

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR

Paschim Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2022, Page from 186497 to 186530
being No 230607403 for the year 2022.



Digitally signed by Santanu Pal
Date: 2022.07.13 15:00:26 +05:30
Reason: Digital Signing of Deed.

Santanu Pal

(Santanu Pal) 2022/07/13 03:00:26 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. DURGAPUR

West Bengal

(This document is digitally signed.)