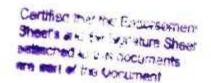


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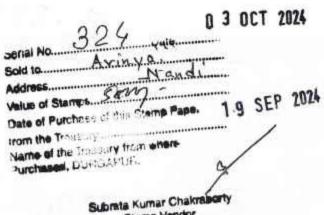


Additional District Sub-Registrar Ranigani, Paschim Barohaman 3 0 OCT 2024

# DEVELOPMENT OR CONSTRUCTION AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE ... 22 nd day of October, 2024

(Ada)



Subrata Kurnar Chakrasiony Stamp Vendor, A. D. S. R. Office, Durgapus-19 Ucence No. 5 of 1988



Additional District Sub-Registrer Rangani, Pasonim Bardhaman

2 2 OCT 2024

#### **ENTERED INTO BETWEEN**

**SMT. SUSHILA DEVI SINGH,** W/O Mr. Bhagwan Singh, By Occupation- Housewife , by Faith- Hindu , Indian Citizen , Resident of Sahora , P.O.- Sahora , P.S.- Chandradip , Dist.- Jamui , Bihar , Pin- 811301

HEREINAFTER called and referred to as the "LAND OWNER" (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, Administrators legal representatives and assigns etc) **ONE PART (PAN – GAPPS7717P)**, (Aadhaar No.- 2396 3320 3163).

#### AND

" AVINYA ". (A Partnership Firm) (Pan No.-ACDFA5045N ) having its office at Premises No.- 13 , Nandi Rajak Para , P.O.- Nandi , P.S.- Jamuria , Pin- 713344 , Dist.- Paschim Bardhaman Represented by its Partners (1) Rash Behari Banerjee, (Pan No.-AGVPB0065B , Aadhaar No.-764998299452 ) S/o. Lt. Subodh Kumar Banerjee , by faith — Hindu , By Occupation — Business at present resident of Nandi Namo Para , P.O.- Nandi , P.S.- Jamuria , Pin- 713344 , Dist.- Paschim Bardhaman & (2) Sri Aniruddha Bhattacharjee, (Pan No.-AIYPB6674P , Aadhaar No.-685075363238), S/o. Sri Alokesh Bhattacharjee, by faith — Hindu , By Occupation — Business , at present resident of Nandi Namo Para , P.O.- Nandi, P.S.- Jamuria , Pin- 713344 , Dist.- Paschim Bardhaman.

HEREINAFTER called & referred to and called as "DEVELOPER" (Which term or 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 assigns) of the SECOND PART.

Whereas the property originally owned by Sri Ardhendu Sekhar Ghatak, S/o. Lt. Muruli Mohan Ghatak resident of Village- Gopalmath , Durgapur- 17 , Dist.- Paschim Bardhaman in respect of land J.L. No. – 52, R.S & L.R. Plot No.- 2701 , L.R. Kh. No.- 2645, Mouza – Andal measuring area about 36 Dec. as Record of Right having.

Thereafter the said Sri Ardhendu Sekhar Ghatak sold the said land to Anupam Viniyog Pvt. Ltd. ( a Company registered under Indian Companies Act. 1956 ) having

its Regd. Office at 13 , No.- Royed Street , 3<sup>rd</sup>. Floor , Kolkata – 700001 , represented by Director Sri Pradip Kumar Karar , S/o. Lt. N.C. Karar resident of 1No.- Cook Burn Lane , 3<sup>rd</sup>. Floor , Kolkata- 700016 by virtue of Sale Deed No.-3286/2007 , Regd. Before the Office of A.D.S.R. Rniganj, Plot No.- 2701 , Mouza – Andal J.L. No. – 52, measuring area about **36 Dec**.

Whereas Anupam Viniyog Pvt. Ltd. ( a Company registered under Indian Companies Act. 1956 ) having its Regd. Office at 13 , No.- Royed Street , 3<sup>rd</sup>. Floor , Kolkata – 700001 , represented by Director Sri Pradip Kumar Karar , S/O Lt. N.C. Karar resident of 1No.- Cook Burn Lane , 3<sup>rd</sup>. Floor , Kolkata- **sold 3.25 Cottah or 5.366 Dec.** with reference Sale Deed No.- 744/2012 , Regd. Before the Office of A.D.S.R., Raniganj in favour of Sri Kiran Agarwal , W/o. Vijoy Kumar Agarwal resident of 132 , D Kankulia Road , West Bengal-700029.

Whereas the said Sri Kiran Agarwal **sold 4.17 Dec** out of 3.25 Cottah land to **Smt. Sushila Devi Singh**, W/o. Mr. Bhagwan Singh Resident of Sahora, P.O.- Sahora, P.S.- Chandradip, Dist. - Jamui, Bihar, Pin- 811301 by virtue of Sale Deed No.- 2234/2023 duly Registered before the Office of A.R.A III, KOLKATA having L.R. Kh. No.- 4569.

Whereas Anupam Viniyog Pvt. Ltd. ( a Company registered under Indian Companies Act. 1956 ) having its Regd. Office at 13 , No.- Royed Street , 3<sup>rd</sup>. Floor , Kolkata – 700001 , represented by Director Sri Pradip Kumar Karar , S/O Lt. N.C. Karar resident of 1No.- Cook Burn Lane , 3<sup>rd</sup>. Floor , Kolkata- 700016, **sold** Plot No.- 2701 , Mouza – Andal J.L. No. – 52, measuring area about **2.178 dec**. in favour of **Smt. Sushila Devi Singh**, W/o. Mr. Bhagwan Singh Resident of Sahora , P.O.- Sahora , P.S.- Chandradip , Dist.- Jamui , Bihar , Pin- 811301 by virtue of **Sale Deed No.-3330/2023** , duly Registered before A.R.A-III , Kolkata.

WHEREAS the Land Owners SMT. SUSHILA DEVI SINGH, W/O Mr. Bhagwan Singh became recorded owner of 4.17 Dec +2.178 Dec. or 6.35 Dec. having L.R. Khatian No. 6800 Record of Right, Paid Khajna to the State of West Bengal.

AND WHEREAS the Land Owners desires to develop the described in the schedule below by construction of a multi-storied building up to maximum limit of floor consisting of as many as flats , shop , garages etc. by taking permission of the Andal Gram Panchayat and/or and other concerned Authority/ Authorities lack of sufficient times the Landowner could not be able to take any steps for the said development and as such the Landowner is searching a Developer for the said Development works on the said Schedule-A mentioned land .

AND WHEREAS with this end in view the Land Owner approached to "AVINYA" (A Partnership Firm) having its office at Premises No.- 13, Nandi Rajak Para, P.O.- Nandi, P.S.- Jamuria, Pin- 713344, Dist.- Paschim Bardhaman Represented by its Partners Rash Behari Banerjee S/O Lt. Subodh Kumar Banerjee, by faith — Hindu, By Occupation — Business at present resident of Nandi Namo Para, P.O.- Nandi, P.S.- Jamuria, Pin- 713344, Dist.- Paschim Bardhaman & Sri Aniruddha Bhattacharjee, S/o Sri Alokesh Bhattacharjee, by faith — Hindu, By Occupation — Business, at present resident of Nandi Namo Para, P.O.- Nandi, P.S.- Jamuria, Pin- 713344, Dist.- Paschim Bardhaman as Developer and described the other part herein offered it to undertake the jobs of construction of a multistoried building under on the said Mouza — Andal, J.L. No. — 52, Plot No.- 2701, L.R. Khatian No. 6800, measuring area about (4.17 Dec +2.178 Dec.) 6.35 Dec as BASTU at Mrityunjoy Road, P.S.& P.O.- Andal with in Andal Gram Panchayet.

AND WHEREAS the Developer accepted the said proposal of land Owners as per terms and conditions mentioned below and whereas the Developer shall be permitted to raise construction of a multi-storied residential cum commercial building on the said land and to make agreement to sell and/or to sell to intending buyers only for the Developer's allocation of the new multi-storied building as may be deemed fit and proper by the Developer excepting the proportions of the newly constructed building which will be kept reserved for the land owners as per terms and conditions mentioned below:-

AND WHEREAS the Land Owner and the Developer have agreed to the above proposals and are desirous of recording the said agreement and various terms and conditions to avoid any misunderstanding later on . Hence the parties herein agreed and record in writing with details of such terms and conditions mutually agreed to by the parties herein as below :-

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

BUILDING shall means maximum limit of floors consisting of as many as flats , shops , garages etc. to be constructed according to the plan including any modification and/or addition sanctioned by the Andal Gram Panchayat duly approved by the from time to time and to be constructed on the "said property" more fully and specially and specifically described in the First Schedule-A written hereunder , and the said multi-storied building hereinafter referred to as the SAID "BUILDING".

<u>DEVELOPMENT AGREEMENT</u> shall means the date of Execution of Agreement Between the Land owner herein and the Developer herein relating to the development, promoter, construction, erection and building of building's at and upon the said premises and shall include all modification, alterations and charges, if any, made therein and all extensions, if any, thereof from time to time.

THE UNIT/ FLAT shall mean any residential Unit/ Flat or any other covered space in the Building which is capable of being exclusively owned , used and /or enjoyed . Shall mean any unit/ flat in the Building's lying erected at and upon the schedule and the right of common use of the common portions apartment to the concerned Unit/ flat and wherever the context so intends of permits , shall include the undivided proportionate share and/ or portion attributable to such Unit / Flat.

<u>ARCHITECTS</u> shall mean such Architect(s) whom the Developer may from time to time, appoint for execution of the development of the Schedule-A mentioned land.

PROJECT shall mean the work of development undertake and to be done by the Developer here in respect of the premises in pursuance of the Development Agreement and/ or any modification or extension. There of till such development, erect, promotion, construction and building of building at and upon the said premises be completed and possession of the completed Unit/s/Car Parking / Space/s/ and others be taken over by the Unit/Flat and occupiers.

PREMISES shall mean ALL THAT piece and parcel Within District of Paschim Bardhaman within the limits of the Andal Gram Panchayat or more fully and particularly mentioned, described, explained, and provided in the SCHEDULE - A hereunder written and/ or given.

PLAN - shall mean the sanctioned and/ or approved plan the building to be sanctioned by the Andal Gram Panchayat or any other authorities and shall also include Variations/ modification. Alterations therein that may be made by the owners herein and/ or the Developer herein. If any, as well as all revisions, renewals and extension thereof, if shall in relation to the Unit/Flat shall mean the plinth area of the Unit/Flat ( including the area of bathroom, balconies & terrace, if any apartment there to and also the thickness of the walls ( external or internal ), the columns & pillars therein provided that if any wall, column or pillar be a pillar shall be include in each such Unit/Flat ).

<u>TITLE DEED</u> shall means the document' by virtue of which the Owner are become the absolute owned , seized and possessed otherwise well and sufficiently entitled the said property more fully described in the first schedule written hereunder .

LAND OWNER MRS. SUSHILA DEVI SINGH , W/o. Mr. Bhagwan Singh, By Occupation-Housewife , by Faith- Hindu , Indian Citizen , Resident of Sahora , P.O.- Sahora , P.S.- Chandradip , Dist.- - Jamui , Bihar , Pin- 811301 hereinafter called and referred to as the "LAND OWNER" ( Which term or expression shall unless excluded by or repugnant to the

context be deemed to mean and include her legal heirs , Administrators legal representatives and assigns etc ) **ONE PART.** 

**DEVELOPER** shall mean West Bengal referred to and called as **AVINYA** (A Partnership Firm) having its office at Premises No.- 13, Nandi Rajak Para, P.O.- Nandi, P.S.- Jamuria, Pin- 713344, Dist.- Paschim Bardhaman "DEVELOPER" (Which term or 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 assigns) of the **SECOND PART.** 

<u>SPECIFICATION</u> shall mean first class and good standard for construction and completion of the multi-storied building more fully described in the schedule attached.

COMMON FACILLITIES AND AMENITIES shall include staircase, roof of the proposed building, landing passageways, overhead water tank, Septic tank, reservoir, said spaces etc. which shall be enjoyed by the owners jointly with the other flat owners.

#### OWNER'S & DEVELOPER'S ALLOCATION :-

#### LAND OWNER'S ALLOCATION:

The land owner hereto in consideration of allowing the developer to develop the said land as stated in the schedule " A " herein below by raising the construction of a multi-storied building over the said land as per sanctioned building plan and will be entitled to have the allocation in the manner as follows:-

a) That the Land Owner shall became the owner in respect of Two Nos. 3-BHK Flat & One No. Covered parking of the proposed G+7 as permissible limit of multistoried building as per approved Sanction Plan.

#### DEVELOPER'S ALLOCATION:

(a) That the Developer shall became the owner in respect of Remaining Flat and Parking of the proposed G+7 as permissible limit of multistoried building as per approved Sanction Plan.

- 1. The Developer shall complete the proposed construction upon the land of the said premises within 48 month (Forty eight month) from the date approval sanction plan with a grace period of 6 months. The time shall be the essence of this contract unless such time is mutually extended in writing by the parties for unforeseen reasons of circumstances beyond the control of the parties. In the event of any party to this agreement fails to perform their obligations herein. The other party shall be entitled to specific performance of this agreement.
- 2. That after getting vacant possession of the said land the Developer shall make necessary arrangement for sanction of the plan for the construction of a multi storied building on the said land in the name of the land owners at the Developer own costs from the Andal Gram Panchayat and for the same the land owners shall render all sorts of assistances including by signing all the relevant necessary applications, papers and forms.
- 3. That the land owners shall allow the Developer to construction a residential multistoried building on the said land in according to the plan to be sanctioned by the plan from the Andal Gram Panchayat the land owners shall allow the Developer to Execute the work of construction smoothly without any interference and/ or interruption after handing over the vacant possession of the said land, provided the developer observes and performed its obligations under this agreement.
- 4. That the land Owner herein hereby declared and confirmed to the Developer herein that they are the sole and absolute Owners of the land more fully described in the Schedule-A land herein below on good and marketable title free from all encumbrances, charges mortgage, claim and the land Owner herein has not made any kinds of agreement with any person or persons regarding the Schedule-A mentioned property.

5. The Developer shall have full right and liabilities to settlement and manage all kinds of problems relating to the new construction of the said land.

- 6. The Land Owner and Developer both hereby that all the building materials should stock till completion within the said land by the Developer and then Developer shall take all steps for protection of the same.
- 7. That the Developer shall bear all costs for drawing and sanctioning of plan and payment of fees to the concerned corporation and shall do everything in getting the said plain sanctioned by the Andal Gram Panchayat.
- 8. That the Developer shall be at liberty to enter in to agreement with prospective buyers of the several flats excepting the Owner's allocated as stated above at the proposed building with proportionate undivided share or interest in the land over which the proposed multistoried building will be constructed by the Developer to receive all the sale proceeds thereof and Owner shall not have any claim whatsoever on the same or any part thereof.
- 9. That the Developer shall pay the all Government rents and taxes from the date of handing over possession of the said plot of land by the land Owner and the land Owner shall be liable for proportionate taxes and rents to the Governments only in respect of their share as mentioned above as owner's allocation upon getting possession of their share of allocation of the building.
- 10. That the Developer shall be at liberty to negotiate for and finalize sale/ transfer on or in any manner of the total area excluding the reserved allocated portion for the land Owner with any prospective buyers or financer before or in course of construction together undivided proportionate share of land on which the said multi storied building will be constructed and common passage , space and all other common facilities and amenities of such consideration and on such terms and condition and with such person or persons as the Developer shall think fit and proper . It is clearly agreed and declare that consideration money for such transfer as aforesaid including earnest money or initial payment or part payments , full payment thereof shall be received by and belong absolutely to the Developer and the Owners shall not be entitled to any portion thereof except the Owner's allocated portions stated above out of twelve number of flats .
- 11. That as and from the date of delivery of possession the land Owner herein , shall also be responsible to pay and bear and shall pay to the Developer / Flat Owner's Association the

service charge for the common facilities in the new building payable in respect of the Owner's Allocation such charge is to include proportionate share of premium for the insurance of the building , water , fire and damaging charges and taxes Light , sanction and maintenance , occasioned repair and renewal charges for bill collection and management of the common facilities , renovation , replacement , repair and maintenance charges and expenses for the building and of all common wiring pipes, electrical and mechanical installation, appliances, stairway and other common facilities whatsoever as may be mutually agreed from time to time .

- 12. Be it specifically mentioned herein the legal heirs and successors of the parties shall remain bound to abide by all the terms and conditions mentioned in this agreement if any of them expired during this stipulated period other party and to receive, accept any consideration money in regards their respective share.
- 13. That on completion of the entire construction of the proposed multistoried building on the Schedule-A-land in pursuance of the agreement, the Developer shall give notice to the Andal Gram Panchayat if such completion duly countersigned by the Licensed Building Architect to issue Completion Certificate in regard to the said proposed building.
- 14. It is hereby specifically shall be free to sell, transfer and/ or mortgage, assignor part with the possession of their respective portion at their own risk and account without any objection from the other.
- 15. That the Land Owner herein all hereby agree and convents with the Developer herein not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer except the Owner's Allocation portions of the said building . If any interference is caused by the Owner or their or agents and legal representatives causing hindrances or impediments to such construction the Owners herein will be liable to repay the entire amount invested by the Developer along with damages and interest @ 24% per annum on the amount invested by the Developer herein .

16. That the Land Owner herein all hereby convents with the Developer herein not to do any act, deed or things whereby the Developer herein may be prevented from selling, assigning and/ or disposing of any of the Developer's allocation/portion in the said building at the said

premises in favor of the intending buyers of flats in the said building. The Owners Future gives undertaking for and on behalf of their respective heirs, agents and legal representatives for similar act their own liability and responsibility.

- 17. That the Land Owner herein does hereby declare that no part of the said Schedule-A mentioned property subject to any order of acquisition and/ or requisition nor any notice of acquisition or requisition has been served upon the Owners herein .
- 18. That the Land Owner herein future declare that the said Schedule-A mentioned property has not been subject to any notice of attachment under public demands recovery act or for payment of Income Tax and Panchayat Tax or any statutory dues or attached in respect of any suit.
- 19. That the Land Owner herein hereby undertake after her allocated portions of the said building that the Developer herein shall be entitled to the said construction and shall enjoy or shall sell out it's allocated portions without any interference or disturbances on the part of the Land Owner herein and the Land Owner herein shall also not able to claim any amount from the sale proceeds of the flats under the Developer's allocation of the said building and the same shall be appropriated by the Developer herein.
- 20. That neither party shall use or permit to the respective allocation in the said building or any portion thereof carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 21. That neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in his behalf.
- 22. That neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (S) such party shall have observed and performed all to terms and conditions on their respective parts to be observed and/ or performed the proposed, transferee shall have given a written undertaking to the terms and conditions hereof and these presents and future that such transferee shall pay all and whatsoever shall be payable in respect in relation to the area in their possession.

- 23. That both parties shall abide by all laws, rules and regulation of the Government statutory bodies and/ or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/ or breach of any of the said laws, bye-laws and regulation.
- 24. That the respective allocation shall keep the interior wall, sewers, drains, pipes and other fittings and fixtures and appurtenance and floor and ceiling etc. in each of the parties respective allocation in the building in good working conditions and repair and in particular so as not cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/ or the occupation of the building indemnified from and against the consequence of any breach.
- 25. That the Land Owner shall permit the Developer and it's servants and agents with or without workman and other at all reasonable times to enter into and upon their allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/ or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.
- 26. That the Land Owner hereby agree and covenant with the developer herein, that the Land Owner herein not to cause any interference or hindrance in the construction of the building by the Developer and they will not to let out, grant, lease, mortgage and/ or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.
- 27. That it is further specifically agreed that a notice addressed to either party by a registered post shall be deemed to be a valid notice duly served upon the parties.
- 28. That after the completion of the said building the Developer herein will leave possession of the Owner's allocation in favour of them and after receiving peaceful possession of the allocation of them, the Land Owner hereby agree to abide by all the rules and regulation to be formed by any society/ association/ holding organization and/ or any other organization, who will be in charge or such management of the affairs of the building and/ or common parts thereof and hereby given their consent to abide by such rules and regulation.

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- 29. That the Land Owner hereby undertake that the Developer shall be entitle to the said construction and shall enjoy its allocated space without any interference or disturbance and name of the building shall be given by the Developer in due course.
- 30. That the Land Owner herein and the Developer herein entered in to this agreement as a contract and under no circumstance this shall be treated as partnership by and between the parties and/ or an association of persons.
- 31. That immediately after possession of the said Schedule-A mentioned property be given by the Land Owner herein, the Developer herein shall be entitled to start construction of the said building at the said Schedule-A mentioned property in accordance with the sanctioned multistoried building plan.
- 32. That the Land Owner shall delivers all the Original copies of the relating to the said land to produce original documents before any authority for verification.
- 33. That immediately on the execution of these presents, the Vendor herein has decided to execute a Development Power of Attorney in favour of the Developer or their Nominee(s) as the case may be for the purpose of signing and / or excluding all the application, indenture(s), agreement to sale and deed of sale to such intending purchaser(s), proceedings, plans, others 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 Developer on the 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 development or such other whereabouts, the consequences arising thereof shall be at the costs & consequences on the part of the Vender alone.

34. That if the Owner herein likes or intend to do extra work inside in her allotted flat apart from the Schedule-A mentioned herein below then the same should be done at her own cost without replacing the original structure of the building.

35. The Developer shall abide by all laws, bye-laws rules and regulations of the appropriate Government and local bodies relating to Development of the said plots and to be observed by it in favour of this Agreement and shall attend to answer and be responsible for any deviation violation and/ or breach of any of the said laws, bye-laws, rules and regulation. 36. The Developer hereby agrees to keep the Owner saved harmless and indemnified against all punitive actions. Loss , damage, accidents , mishaps, liabilities , fines , penalties , compensation , costs charges and expenses, resulting due to omission , noncompliance, lapses or violations of any law, bye-laws , rules and regulations concerning the Development of the said premises and any accident or mishap arising out of faulty design , construction or/workmanship and arising as a result of the acts and omissions of the Developer .

PROVIDED HOWEVER that in carrying out all of the obligations of the Developer as aforesaid, the Owner will without any claim or demand, sign and execute all necessary papers and applications as may be required by the Developer and render their active cooperation and assistance in getting and keeping valid all such consents and the Owners agree not to do or cause to be done any act or thing, which will render invalid or make liable to be rendered invalid any such consents.

The Developer shall be entitled to construct the building structure the sanctioned plan thereof without any hindrance or obstruction from the Owners or any person claiming through or under trust for them.

FORCE MAJEURE: Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, fire, civil commotion,, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality / Panchayat or any other Statutory Body or any court, Government Semi- Government Regulation, new and/ or changes in any other ruels, 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).

ARBITATION: All the dispute and differences between the parties and or their successors in interest in any way relating to and/ or connected with the premises and/ or the said residential flat and/ or this agreement shall be referred to the sole Arbitration of a person to be nominated by the parties. Such arbitration shall otherwise be in accordance with the Arbitration Act, 1996. 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.

# SCHEDULE-A: — (DESCRIPTION OF LAND) THE SCHEDULE ABOVE REFERRED TO

Within the District of Paschim Bardhaman , Mouza – Andal , J.L. No. – 52, R.S. & L.R. Plot No.- 2701 , L.R. khatian No. 6800, measuring area about (4.17 dec +2.178 dec.) 6.35 Dec as Classification – Baid, P.S. & P.O.- Andal with in Andal Gram Panchayet The above said is butted and bounded by :- North – 25 ft. Wide Road , South - Plot No.- 2701 , East - 20 ft. Wide Kancha Road, West- Land of Niva & Susanta Chatterjee.

#### SCHEDULE - " B " ( BRIEF SPECIFICATION )

	FOUNDATION	R.C.C foundation.
	STRUCTURE	R.C.C super structure with Grade – I quality Materials
	BUILDING WALL	Brick wall with A $-$ 1 brickfield 8 $^{\prime\prime}$ thick in Outer wall , and 5 $^{\prime\prime}$ / 3 $^{\prime\prime}$ thick partition wall inside of Room .
	EXTERNAL FINISH	Cement / wall putty based paint over plaster.  Cement plastered finish with plaster of Paris / wall putty.
)	INTERNAL FINISH DOORS	Good quality wood framed and Complete Flash door inside the Flat, fitting for all Doors with locks.



WINDOWS	Aluminum sliding windows finished with good Quality glass, Aluminum glass Windows only for Both kitchen & toilet with M.S Grill fittings.
FLOORING	Vitrified Tiles flooring with 4 " skirting Glazed Tiles up to & ft. in Toilet, Floor in both Kitchen and Toilets.
KITCHEN	Tiles flooring, Granite/ Green Polish Stone Top Table with 3 ft. Glazed tiles above Table , one sink with black stone with ISI Standard Tap and one aqua guard point.
SANITARY & PLUMBING	Toilet Indian type ISI Standard O.T. Pan/ ISI Standard E.W.C system commode, Reliance P.V.C flush, one wall setting ISI Standard Shower and two ISI Standard taps in the Bathroom. Flat concealed, P.V.C Pipe line with Two taps and one basin.
ELECTRICITY	Concealed copper wiring with Standard /good quality Wires, Standard /good quality MCB system with modular Switch, one fan point, two light points, five Amps. Plug point each in bed room and dining space, Same as extra one 15 Amp point if required.  One exhaust point, one light point in both Kitchen and Bathroom, one aqua guard point And one 5 Amp Plug point extra in Kitchen.
LIFT	T.V. point in Dining room, one bell point on Front side of the Main Door.  Lift to be installed of this proposed apartment with Standard quality.

SIGNED, SEALED & DELIVERED IN PRESECCE OF: WITNESSES:

1. Swapon Salal
Late memal ch. Salal.

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Pin-713321

2. Many Rumer file (TE. Bhogohen Figh Add- pure Sital pur Culliery post- Bohula- pin-713322

Sushila Devi Singh By The Penosswapon Dalal Signature of the Land Owner

Vinya

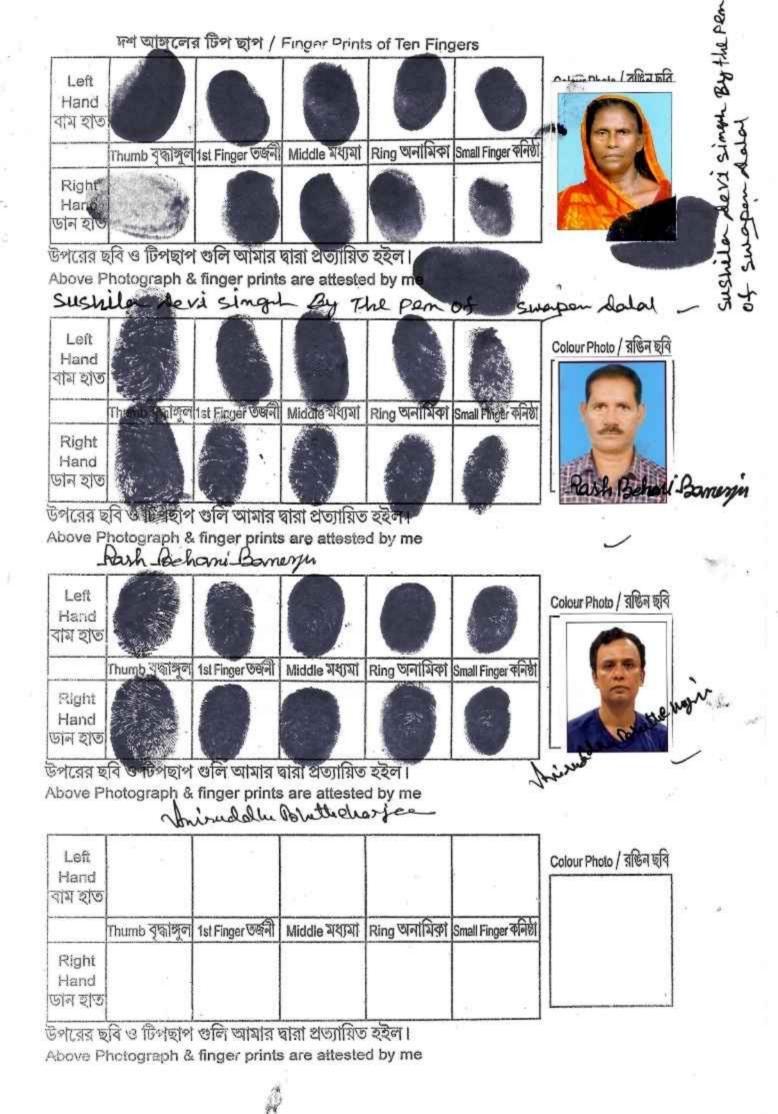
Partner ... Park Behani Boneni Vinya Animallu Alutti Cherry

Signature of the Developer

Drafted and identified by me.

Md Mansoor Alam (Adr)

EN-ND. F- 1043/1614/04



# DETAILS OF IDENTIFIER WITH PHOTO (শনাক্তকারীর সচিত্র বিবরন)

1. NAME (নাম)		: _ SW	APAN D	ALAL		
1. NAME (*I*)  2. FATHER/HUSBAND NAME	(পিতা/স্বামীর না	ম) : <u>Lt. ১</u>	IIMAI C	HANDRA	DALALN	
2. FATHER/HUSBAND NAME 3. OCCUPATION (পেশা) 4. PARMANENT ADDRESS (ব VILLAGE/TOWN (গ্রাম) POST OFFICE (পেন্টি অফিস POLICE STATION (থানা) : DISTRICT (জেলা) : 5. RELATION WITH EXECUTA 6. AADHAR NO (আধার নং)	স্থায়ী ঠিকানা) i)  AND A1  PASCHIM IS  ANT (দলিল সম্প	: <u>1300</u> SWA : <u>AND</u> : <u>AND</u> : <u>AND</u>	SINESS PAN DAI ALGRAM ALGRAM PIN (পিন): _ (STATE (রাজ্য) কারীগনের সহিত	AL 1, 1 71332 :_WEST	J BENGAL	
	: ) :	as id	entifier identif	ying the execu	utants of the অত্র দলিলের	
アペートの (A)	1 ST FINGER তর্জনী	MIDDLE FINGER মধ্যমা	নংRING FINGER অনামিকা	SMÄLL FINGER কনিষ্ঠা		
RIGHT HAND ভান থাও ভান থাও	ण्डाना -		STILAN	V-101	SARCE PARTIES	al.

swapen Salal IDENTIFIER SIGNATURE (শনাক্তকারীর স্বাক্ষর)

# **N**

#### DEVELOPMENT AGREEMENT PLAN

# SKETCH PART MOUZA MAP OF ANDAL J.L. NO 52 Ps.ANDAL DIST.: PASCHIM BARDHAMAN. R. S & L/R PLOT NO- 2701 (P)

THE LAND BEING FIELD TO -

(1) SUB PLOT A & B: SUSHILA DEVI SINGH. HUSBAND NAME: BHAGWAN SINGH.

Sushila Devi Singh
By The Pen as swapon sold

2704

25 KANCHA ROAD

25 KANCHA ROAD

SUB-D

SUB-D

SUB-A

2706

FIELD AREA MARKED IN RED -MOUZA MARKED IN BLACK -

(THE	POSITIO	ON OF L	AND CO	VERD W	ITH RED COLOUR)
		LA	ND OF S	CHEDUL	.E
		ARE	A SUB P	LOT - A.	B.C&D
SUB PLOT NO	R,S&L/R PLOT NO	КАТНА	CHHATAK	DECIMAL	OWNER NAME
A	2701(P)	2.53	40 48	4.1745	SUSHILA DEVI SINGH
В	2701(P)	1,32	21 12	2,1780	SUSHILA DEVI SINGH
C	2702(P)	1.73	27 .68	2.8545	SUSHANTA CHATERJEE
D	2702(P)	4.00	4.00	6.600	NIVA CHATERJEE

2699

Japai 24.8.24

#### DRAWN BY

2693

0

69

Srikanta Gorai Surveyor Reg-WB/K607/2008 Patsaora, Paschim Bardhaman Mob. No.: 9933398234



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





1989	***	300	210.01	•
660	RN	1 3 64	191	Ie
13.3	ASSESS!	1000	TAKE.	10

GRN:

192024250251412928

GRN Date:

22/10/2024 13:08:10

Payment Mode:

SBI Epay

Bank/Gateway:

SBIePay Payment

Gateway

BRN:

9861309613556

BRN Date:

22/10/2024 13:08:30

Gateway Ref ID:

0917142283

Method:

ICICI Bank - Corporate

NB

**GRIPS Payment ID:** 

221020242025141290

Payment Init. Date:

22/10/2024 13:08:10

Payment Status:

Successful

Payment Ref. No:

2002653388/7/2024

[Query No/\*/Query Year]

#### **Depositor Details**

Depositor's Name:

Mrs Sushila Devi Singh

Address:

Sahora

Mobile:

9434130737

Period From (dd/mm/yyyy): Period To (dd/mm/yyyy):

22/10/2024 \*

22/10/2024

Payment Ref ID:

2002653388/7/2024

Dept Ref ID/DRN:

2002653388/7/2024

#### **Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002653388/7/2024	Property Registration- Stamp duty	0030-02-103-003-02	2000
2	2002653388/7/2024	Property Registration-Registration Fees	0030-03-104-001-16	7
			Total	2007

IN WORDS: TWO THOUSAND SEVEN ONLY.

### Major Information of the Deed

Deed No :	1-2304-05851/2024	Date of Registration	lonus manual	
Query No / Year	2304-2002653388/2024	PROPERTY OF THE PROPERTY OF TH	30/10/2024	
0		Office where deed is re	egistered	
13/10/2024 3:17:13 PM		A.D.S.R. RANIGANJ, District: Paschim Bardhaman		
Applicant Name, Address & Other Details	PINKU Mondal Andal, Thana: Andal, District: Pa 8918756863, Status: Buyer/Clain	schim Bardhamas WEST nos	NGAL, Mobile No. ;	
Transaction		Additional Transaction		
[0110] Sale, Development A agreement	Agreement or Construction	Additional Transaction		
Set Forth value		Market Value		
Stampduty Paid(SD)	Value of the second sec	Rs. 30,16,253/-		
The second secon		Registration Fee Paid	ENTERED OF	
		and the second s		
Rs. 7,000/- (Article:48(g)) Remarks		Rs. 7/- (Article:E)		

#### Land Details:

District: Paschim Bardhaman, P.S.- Andal, Gram Panchayat: ANDAL, Mouza: Andal, Jl No: 52, Pin Code: 713321

Sch	Number		Land Proposed	use	Area of Land	SetForth	Market Value (In Rs.)	Other Detaile
	LR-2701 (RS:-2701)	LR-6800	Other Commerci al Usage	Baid	6.35 Dec		30,16,253/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road.
_	Grand	Total:			6.35Dec	0 /-	30,16,253 /-	2335,000

#### Land Lord Details :

SI No	Name,Address,Photo,Finger	print and Signatu	ire	B. H. Carlotte and The Control
1	Name	Photo	Finger Print	Cianata
	Mrs Sushila Devi Singh (Presentant ) Wife of Mr Bhagwan Singh Executed by: Self, Date of Execution: 22/10/2024 , Admitted by: Self, Date of Admission: 22/10/2024 ,Place : Office		Captured	Signature  Signature  Signature
ļ		22/10/2024	RTI 22/10/2024	22/10/2024
	Sahora, City:-, P.O:- Sahora Female, By Caste: Hindu, Oc No.:: gaxxxxxx7p, Aadhaar I Execution: 22/10/2024 , Admitted by: Self, Date of A	No: 23xxxxxxxxx	3163, Status :Inc	nui, Bihar, India, PIN:- 811301 Sex: IndiaDate of Birth:XX-XX-1XX9, PAN dividual, Executed by: Self, Date of Office

#### Developer Details :

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

1 AVINYA

Nandi Rajak Para, City:-, P.O:- Nandi, P.S:-Jamuria, District:-Paschim Bardhaman, West Bengal, India, PIN:713344 Date of Incorporation:XX-XX-2XX3, PAN No.:: ACxxxxxx5N,Aadhaar No Not Provided by UIDAI, Status
Organization, Executed by: Representative

#### Representative Details:

,	Name, Address, Photo, Finger	print and Signatur	re	15, 200 00 AT 8 8 R
1	Name	Photo	Finger Print	Signature
A CONTRACTOR OF THE PERSON NAMED IN COLUMN NAM	Mr Rash Behari Banerjee Son of Late Subodh Kumar Banerjee Date of Execution - 22/10/2024, , Admitted by: Self, Date of Admission: 22/10/2024, Place of Admission of Execution: Office		Captured	Perh Below Garage
ŀ	Nandi Namo Para City D.C	Oct 22 2024 12:44PM	LTI 22/10/2024	72M6/2024

Nandi Namo Para, City:-, P.O:- Nandi, P.S:-Jamuria, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713344, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2, PAN No.:: agxxxxxxx5b, Aadhaar No: 76xxxxxxxxx9452 Status: Representative, Representative of

2 Name
Mr Aniruddha
Bhattacharjee
Son of Mr Alokesh
Bhattacharjee
Date of Execution 22/10/2024, Admitted by:
Self, Date of Admission:
22/10/2024, Place of
Admission of Execution: Office



Nandi Namo Para, City:- , P.O:- Nandi, P.S:-Jamuria, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713344, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: aixxxxxx4p, Aadhaar No: 68xxxxxxxxx3238 Status: Representative, Representative of AVINYA (as partner)

#### Identifier Details :

Name	Photo	Finger Print	Signature
Mr Swapan Dalal Son of Nimai Chandra Dalal Andal Gram, City:-, P.O:- Andal Gram, P.S:-Andal, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713321		Captured	E Sand
dentifier Of Mrs Sushila Devi Singh, M	22/10/2024	22/10/2024	22/10/2024

Transfer of property for L1				
		To. with area (Name-Area)		
1	Mrs Sushila Devi Singh	AVINYA-6,35 Dec		

# Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Andal, Gram Panchayat: ANDAL, Mouza: Andal, Jl No: 52, Pin Code: 713321

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English
L1	1100000	Owner:श्रृक्तिस क्यी जिल्ल, Gurdian:क्याबान जिल्ल, Address:पाहाला क्यापित लागूरे विशेष, Classification:बाहेन, Area:0.06350000 Acre,	AND STREET STREET, THE TRANSPORT

#### Endorsement For Deed Number : I - 230405851 / 2024

#### On 22-10-2024

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

Presented for registration at 11:32 hrs on 22-10-2024, at the Office of the A.D.S.R. RANIGANJ by Mrs Sushila Devi

#### 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

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

Execution is admitted on 22/10/2024 by Mrs Sushila Devi Singh, Wife of Mr Bhagwan Singh, Sahora, P.O: Sahora, Thana: CHANRADIP, , Jamui, BIHAR, India, PIN - 811301, by caste Hindu, by Profession House wife

Indetified by Mr Swapan Dalal, , , Son of Nimai Chandra Dalal, Andal Gram, P.O. Andal Gram, Thana: Andal, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713321, by caste Hindu, by profession Others

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

Execution is admitted on 22-10-2024 by Mr Rash Behari Banerjee, partner, AVINYA, Nandi Rajak Para, City:-, P.O:-Nandi, P.S:-Jamuria, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713344

Indetified by Mr Swapan Dalal, , , Son of Nimai Chandra Dalal, Andal Gram, P.O. Andal Gram, Thana: Andal, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713321, by caste Hindu, by profession Others

Execution is admitted on 22-10-2024 by Mr Aniruddha Bhattacharjee, partner, AVINYA, Nandi Rajak Para, City:-, P.O:- Nandi, P.S:-Jamuria, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713344

Indetified by Mr Swapan Dalal, , , Son of Nimai Chandra Dalal, Andal Gram, P.O. Andal Gram, Thana: Andal, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713321, by caste Hindu, by profession Others

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- ( E = Rs 7.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/10/2024 1:08PM with Govt. Ref. No: 192024250251412928 on 22-10-2024, Amount Rs: 7/-, Bank: SBI EPay ( SBIePay), Ref. No. 9861309613556 on 22-10-2024, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,000/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,000/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 324, Amount: Rs.5,000.00/-, Date of Purchase: 03/10/2024, Vendor name: Subrata Kumar Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/10/2024 1:08PM with Govt. Ref. No: 192024250251412928 on 22-10-2024, Amount Rs: 2,000/-, Bank: SBI EPay ( SBIePay), Ref. No. 9861309613556 on 22-10-2024, Head of Account 0030-02-103-003-02



Sankha Bandyopadhyay ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RANIGANJ Paschim Bardhaman, West Bengal

#### On 30-10-2024

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.

B

Sankha Bandyopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RANIGANJ
Paschim Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 2304-2024, Page from 105648 to 105675 being No 230405851 for the year 2024.





Digitally signed by SANKHA BANDYOPADHYAY Date: 2024.11.05 13:47:09 +05:30 Reason: Digital Signing of Deed.

(Sankha Bandyopadhyay) 05/11/2024 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RANIGANJ West Bengal.