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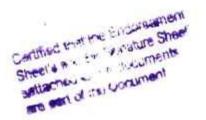


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Additional District Sub-Registres
Renigeni, Pascilin Baroheman

3 0 OCT 2024

## DEVELOPMENT OR CONSTRUCTION AGREEMENT

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

Company (all)

Serial No. 309

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Address

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Purchased, BURGAPUF.

Sabrata Kumer Chaleraborty
Stamp Vender

A. D. S. R. Office, Burgissur-16
License No. 5 of 1989



Adelhional District Sub-Registrar Rangary, Paschim Barghaman

2 2 OCT 2024

## **ENTERED INTO BETWEEN**

SMT. NIVA CHATTERJEE (Pan No.-BAMPC7393H , Aadhaar No.-825882504303 ), W/o. Lt. Kanchan Chatterjee, By Occupation- Housewife & SRI SUSHANTA CHATTERJEE , (Pan No.-AIHPC4641G , Aadhaar No.-967931570300 ) S/o. Lt. Kanchan Chatterjee , By Occupation- Service, both are by Faith- Hindu , Indian Citizen , Resident of Vill.& P.O.- Sonpur , P.S.- Pandaveswar , Dist.- Paschim Bardhaman, PIN-713378.

HEREINAFTER called and referred to as the "LAND OWNERS" (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, Administrators legal representatives and assigns etc.) ONE PART.

#### AND

"AVINYA" (A Partnership Firm) (Pan No.-ACDFA5045N ) having its office at Premises No.- 13 , Nandi Rajak Para , P.O.- Nandi , P.S.- Jamuria , Dist.- Paschim Bardhaman, PIN-713344, Represented by its Partners

- (1) **Sri 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 AND
- (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.

Confee (20)

Whereas the property originally owned by Tapan Chattopadhyay, S/o. Lt. Adhar Chattopadhyay of Vill.& P.O.- Andal , Dist.- Paschim Bardhaman in respect of land J.L. No.

– 52, R.S & L.R. Plot No.- 2702 , Kh. No.- 757, Mouza – Andal measuring area about 7
 Dec. Record of Right .

Thereafter the said Tapan Chattopadhyay the said land sold to Sri Pradip Kumar Karar , S/o. Lt. N.C. Karar, resident of 87 , Lenin Sarani , P.O.& P.S.- Taltola , Kolkata- 70013 by virtue of **Sale Deed No.- 3466/2007** duly Registered before the Office of A.D.S.R , Raniganj.

Whereas Sri Pradip Kumar Karar , S/o. Lt. N.C. Karar resident of 87 , Lenin Sarani , P.O.& P.S.- Taltola , Kolkata- 70013 in respect of land J.L. No. – 52, R.S & L.R. Plot No.- 2702 , Kh. No.- 757, Mouza – Andal L.R. Khatian No. 4827 sold 3 Dec. out of 7 Dec. of land to Sushanta Chatterjee, S/o. Lt. Kanchan Chatterjee, Resident of Vill.& P.O.- Sonpur , P.S.- Pandaveswar, Dist.- Paschim Bardhaman by virtue of Sale Deed No.- 2960/2018 duly Registered before the Office of A.D.S.R , Raniganj.

Whereas the property originally belongs to 1. Mala Rani Chattapadhyay, S/o. Lt. Biswanath Chattopadhyay, 2. Sri Subrata Chattopadhyay, S/o. Chattopadhyay 3. Sri Supriya Chattopadhyay , S/o. Lt. Biswanath Chattopadhyay ,4. Smt. Saraswati Rani Chattopadhyay, Wife of Lakshmi Narayan Chattopadhyay , 5. Sri Debabrata Chattopadhyay , S/o. Lt. Lakshmi Narayan Chattapadhyay, 6. Sri Subodh Kumar Chattopadhyay, S/o. Lt. Adhar Chandra Chattopadhyay, 7. Smt. Gita Rani Chattopadhyay , W/o. Lt. Probodh Chattopadhyay, 8. Sri Sudhin Prakash Chattopadhyay , S/o. Lt. Probodh Chattopadhyay, 9. Sri Bidyut Chattopadhyay, S/o. Lt. Probodh Chattopadhyay , 10. Sri Pradyut Chattopadhyay , S/o. Lt. Probodh Chattopadhyay all are of Andal Gram , P.S.- Andal , Dist. Paschim Bardhaman were joint owners of under Kh. No. - 1471, 2754, 2755, 1418, 1248, 2781, 2439, Mouza -Andal, J.L. No. – 52, R.S & L.R. Plot No. - 2702, sold measuring area 34 dec. out of 61 Dec. in favour of Anupam Viniyog Pvt. Ltd. (a Company registered under Indian Companies Act. 1956) having its Regd. Office at 13, No.- Royed Street, 3rd. Floor, Kolkata - 700001, represented by Director Sri Pradip Kumar Karar, S/O Lt. N.C. Karar resident of 1No.- Cook Burn Lane , 3rd. Floor , Kolkata- 700016 by virtue of Sale Deed No.-3309/2007, Regd. Before the office of A.D.S.R., Raniganj.

Thereafter 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 executed **Power of Attorney being No.- IV-5749/2007**, Regd. before A.R.A-III , Kolkata in favour of Lawful Sri Dilip Kumar Roy, S/o. Lt. Sanat Kumar Roy.

Sri Dilip Kumar Roy as Attorney executed Sale Deed No.- 5748/2010, Regd. Before A.D.S.R. Raniganj in favour of **Smt. Niva Chatterjee**, **W/o. Lt. Kanchan Chatterjee**, Resident of Vill. & P.O.- Sonpur , P.S.- Pandaveswar, Dist.- Paschim Bardhaman in respect of **4 Cottah or 6.6 Dec.** 

AND WHEREAS the Land Owners SMT. NIVA CHATTERJEE, W/o. Lt. Kanchan Chatterjee, & SRI SUSHANTA CHATTERJEE, S/o. Lt. Kanchan Chatterjee, became recorded owner having L.R. Kh. No.- 4960, 4328. Record of Right, Paid Kajna to the State of West Bengal.

AND WHEREAS the Land Owners desires to develop the described in the schedule below by construction of a multistoried building up to maximum limit of floor consisting of as many as flats , shop , garages etc. by taking permission of the Andal Gram Panchayat 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 .

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 (1) Sri 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 & (2) 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

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jobs of construction of a multi-storied building under on the said Mouza – Andal, R.S. & L.R. Plot No.- 2702, J.L. No. – 52, R.S. & L.R. Plot No.- 2702, L.R. Kh. No.- 4960, 4328, measuring area about 4 Cottahs or 6.6 Dec. + 3.0 Dec. i.e. in total 9.6 Dec. as BASTU at Mrityunjoy Road, P.S.& P.O.- Andal with in Andal Gram Panchayat.

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 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 Owners 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:-

<u>BUILDING</u> 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 building hereinafter referred to as the SAID "BUILDING".

Contractors.

<u>DEVELOPMENT AGREEMENT</u> shall means the date of Execution of Agreement Between the Land Owners 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.

<u>PROJECT</u> shall mean the work of development undertake and to be done by the Developer herein 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.

<u>PREMISES</u> 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 FIRST SCHEDULE 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 ) .

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TITLE DEED 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 OWNERS SMT. NIVA CHATTERJEE**, W/o. Lt. Kanchan Chatterjee, & **SRI SUSHANTA CHATTERJEE**, S/o. Lt. Kanchan Chatterjee resident of Vill.& P.O.- Sonpur,
P.S.- Pandaveswar, Dist.- Paschim Bardhaman shall mean hereinafter called and referred
to as the "**LAND OWNERS**" (Which term or expression shall unless excluded by or
repugnant to the context be deemed to mean and include their 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 building more fully described in the schedule attached.

COMMON FACILLIRIES 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 :-

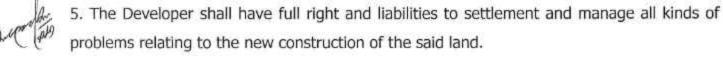
## LAND OWNER'S ALLOCATION:

The land owners 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 multistoried 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 Owners shall be came the owner in respect of 33% of Super Built up area and 33% of covered parking area 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 67% of Super Built up area and 67% of parking area of the proposed G+7 as permissible limit of multistoried building as per approved Sanction Plan.
- The Developer shall complete the proposed construction upon the land of the said premises within 48 months (Forty Eight months) 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.
- 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 multistoried 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 Owners 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 Owners herein has not made any kinds of agreement with any person or persons regarding the Schedule-A mentioned property.





- 6. The Land Owners 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 Land Owner's allocated as stated above at the proposed multistoried 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 the Land Owners 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 Owners and the land Owners 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 Owners with any prospective buyers or financer before or in course of construction together undivided proportionate share of land on which the said multistoried 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 Owners 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

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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 multistoried 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 Owners herein all hereby agree and convents with the Developer herein not to cause any interference or hindrance in the construction of the said multistoried 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 Owners 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 Owners 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.

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- 17. That the Land Owners herein do 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 Owners 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 Owners herein hereby undertake after their 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 Owners herein and the Land Owners 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, byelaws 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

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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 Owners 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 Owners hereby agree and covenant with the developer herein, that the Land Owners 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 Owners 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.
- 29. That the Land Owners 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 Owners 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 Owners herein, the Developer herein shall be entitled to start construction of the

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said building at the said Schedule-A mentioned property in accordance with the sanctioned building plan.

- 32. That the Land Owners shall deliver 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 Owners herein likes or intend to do extra work inside in their allotted flat apart from the Schedule-A mentioned herein below then the same should be done at his 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 .

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PROVIDED HOWEVER that in carrying out all of the obligations of the Developer as aforesaid , the Owners 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 rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/ or any circumstances beyond the control or reasonable estimation of the developer(s).

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 , under Mouza – Andal , J.L. No. – 52 L.R. Plot No.- 2702 , L.R. Kh. No.- 4328 & 4960, Mouza – Andal measuring area about 6.6 Dec. + 3 Dec. = 9.6 Dec. as Classification – Baid, P.S. & P.O.- Andal with in Andal Gram Panchayet

PART-I: [ Land Owner name- Mrs. Niva Chatterjee]

 R.S. & L.R. Plot No. - 2702, Classification - Baid, L.R. Khatian No.- 4328, Measuring Area - 6.6 Decimal.

PART-II: [ Land Owner name- Mr. Sushanta Chatterjee]

 R.S. & L.R. Plot No. - 2702, Classification - Baid, L.R. Khatian No. - 4960, Measuring Area - 3 Decimal.

The above said is butted and bounded by :- North - 25 ft. Wide Road, South - Plot No.-2702, East - Land of Sushila Devi Singh, West - 20 ft. Wide Road.

## 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 $''$ thick in Outer wall , and 5 $''$ / 3 $''$ thick partition wall inside of Room .	
	EXTERNAL FINISH	Cement / wall putty based paint over plaster.	
	INTERNAL FINISH	Cement plastered finish with plaster of Paris / wall putty.	
9	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.  T.V. point in Dining room, one bell point on Front side of the Main Door.
LIFT	Lift to be installed of this proposed apartment with Standard quality.

Page | 16

IN WITNESS WHERE OF the Land Owner and Developer hereto have set their hands or aware of such legal terminology on this the 22nd day of October, 2024 in presence undersigned witness and as such explained this indenture in mother-tongue before all parties and thereafter have affix and formulated their respective signatures after satisfaction with full of mental and physical competencies.

SIGNED, SEALED & DELIVERED IN PRESECCE OF:

WITNESSES:

1. Sulapan Idal Late nimai ch. dalal VIII+PO-Andal gran

Perselim Bardinaman.

2. Arbind Thaking

Slo- (+ Dwip Narayan Thakens

Nill- Jai puria Colliery

P.O- Dakshin Khanda.

Dist- Pachim Burd Wan

(W.B.) 713321

nina creatierrice Sushanta Chatlegiee

Signature of the Land Owner

Ram Behani Banenju PARTNER

Airuddlu Blutichergin

Signature of the Developer

Drafted and identified by me.

Md. Manopor Alam (Ash) Asl Com C-EN NO. F-1043/1614/04 1043/1614/09

## দশ আঙ্গুলের টিপ ছাপ / Finger Prints of Ten Fingers



Colour Photo / রঙিন ছবি



Above Photograph & finger prints are attested by me

## Nova e mutterree

Left Har বাম হাত	) and			8	
	Thumb বৃদ্ধাগুল	1st Finger তৰ্জনী	Middle যধ্যমা	Ring অনামিকা	Small Finger कनिक्री
Right Han ডান হাড					

Colour Photo / রঙিন ছবি



উপরের ছবি ও টিপছাপ গুলি আমার দ্বারা প্রত্যায়িত হইলা

Above Photograph & finger prints are attested by me Sushanta Challegee

Left Hand বাম হাত ব্ৰাসুল 1st Finger তৰ্জনী Middle মধ্যমা Ring অনামিকা Small Finger কনিষ্ঠা Right Hand ডান হাত

Colour Photo / রঙিন ছবি



উপরের ছবি ও টিপছাপ গুলি আমার দ্বারা প্রত্যায়িত হইল।

Above Photograph & finger prints are attested by me

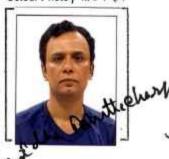
Rash Behani Bomenie

Left Hand বাম হাত					0
	Thumb বৃদ্ধাসূল	1st Finger তর্জনী	Middle মধ্যমা	Ring অনামিকা	Small Finger किले
Right Hand ডান হাত					

উপরের ছবি ও টিপঁছাপ গুলি আমার দ্বারা প্রত্যায়িত হইল।

Above Photograph & finger prints are attested by me

Colour Photo / রঙিন ছবি



# DETAILS OF IDENTIFIER WITH PHOTO (শনাক্তকারীর সচিত্র বিবরন)

. NAN	ле (নাম)		: SWA	PAN DAL	AL	
L FATI	HER/HUSBAND NAME	(পিতা/স্বামীর নাম)	: Lt. 1	NIMAL CH	ANDRA D	ALAL
3. OCC	UPATION (CAMI)		:_/301	SNESS	-	
4. PAR	MANENT ADDRESS (3	গ্ৰুয়ী ঠিকানা)				
VILL	age/town (গ্রাম)		:_Awa	AL GRAM	<u> </u>	
POS	T OFFICE (পোষ্ট অফিস	Ò	:_AN	DAL		
POLI	ICE STATION (থানা):	ANDAL		_ PIN (পিন): _	7/3321	
DIST	RICT (জেলা) :	PASCHIM BI	URDWAN	_ STATE (রাজ্য)	: W. BEN	VGAL.
5. REL	ATION WITH EXECUTA	ANT (पविव সম्পापः	নকারী/সম্পাদন	কারীগনের সহিত	সম্পর্ক):0	THER
5. AAD	DHAR NO (আধার নং)	: 8019 5	839 720	0.8		
PAN	(প্যান নং)	b: 47			=======================================	
EPIC	: NO (ভোটার কার্ড নং)	) :				
	WAPAN DAL			entifier identi	fying the execu	utants of the
conce	rned Deed (Query N	No) 20026	54056/	2024	_	
	(শনাক্তকারী)					অত্র দলিলের
		কে শনাক্ত করিলাম	যাহ্যর কোয়ারী	नर		
সম্পাদ	নকারা/সম্পাদনকারাগন					
সম্পাদ	নকারা/সম্পাদনকারাগন					
HAND HAND	নকারা/সম্পাদনকারাগন					
	নকারা/সম্পাদনকারাগন					
HAND	THUMS FINGER	1 ST FINGER IN	AIDDLE FINGER 과업제	RING FINGER অনামিকা	SMALL FINGER কনিষ্ঠা	
বাম হাত						
HAND	THUMS FINGER			অনামিকা		

Swapon Stalal IDENTIFIER SIGNATURE (শনাক্তকারীর স্বাক্ষর)

## DEVELOPMENT AGREEMENT PLAN



## SKETCH PART MOUZA MAP OF ANDAL J.L. NO 52 Ps.ANDAL DIST: PASCHIM BARDHAMAN. R.S & L/R PLOT NO- 2702 (P)

THE LAND BEING FIELD TO -

- (1) SUB PLOT C SUSHANTA CHATTERRJEE. FATHER NAME: LATE - KANCHAN CHATTERJEE.
- (2) SUB PLOT D NIVA CHATTERJEE . HUSBAND NAME: KANCHAN CHATTERJEE

## Sushanta Chatterjee - Niva chatlerisee 9



FIELD AREA MARKED IN RED -MOUZA MARKED IN BLACK

(THE	POSITIO	ON OF L	AND CO	VERD W	ITH RED COLOUR)
	117-2-2-2-110-1	LA	ND OF S	CHEDUL	E
		ARE	A SUB P	LOT - A.I	B.C&D
SUB PLOT NO	R,S&L/R PLOT NO	KATHA	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

mai 24.8.24

DRAWN BY

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



D . . . . .

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





	1920242	50251493338	
GRN Details			
GRN:	192024250251493338	Payment Mode:	SBI Epay
GRN Date:	22/10/2024 13:35:34	Bank/Gateway:	SBIePay Payment Gateway
BRN:	4463707508913	BRN Date:	22/10/2024 13:36:17
Gateway Ref ID:	0917154826	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	221020242025149332	Payment Init. Date:	22/10/2024 13:35:34
Payment Status:	Successful	Payment Ref. No:	2002654056/12/2024 [Query No/*/Query Year]
Depositor Details		LIF	
Depositor's Name: Address:	Mr Niva Chatterjee		

Mobile:	9434130737
Period From (dd/mm/yyyy):	22/10/2024
Period To (dd/mm/yyyy):	22/10/2024
Payment Ref ID:	2002654056/12/2024

Dept Ref ID/DRN: 2002654056/12/2024

SI. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002654056/12/2024	Property Registration- Stamp duty	0030-02-103-003-02	2000
2	2002654056/12/2024	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:	1-2304-05852/2024			
Query No / Year		Date of Registration	30/10/2024	
Query Date	2304-2002654056/2024	Office where deed is re	adistored	
would pare	16/10/2024 8:06:19 AM	A.D.S.R. RANIGAN J. District: Possibine		
Applicant Name, Address & Other Details	PINKU Mondal Andal, Thana: Andal, District: Pa 8918756863, Status: Buyer/Claim	pardnaman		
Transaction			,	
[0110] Sale Development 4	Agreement or Construction	Additional Transaction	CONTRACTOR	
agreement	a construction			
	The struction			
	agreement or Construction	Market Value		
Set Forth value	agreement or construction	Market Value Rs. 45,60,005/-		
agreement Set Forth value Stampduty Paid(SD) Rs. 7,000/- (Article:48(g))	agreement or Construction			

## Land Details :

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

Sch No	Number	Khatian Number	Land Proposed		Area of Land	setronh	Market	O41 D-4 11
	LR-2702	LR-4328	Other	Baid	0.0.5	Value (In Rs.)	Value (In Rs.)	Other Details
	(RS :-2702 )		Commerci al Usage		6.6 Dec		31,35,003/-	Width of Approach Road: 25 Ft., Adjacent to Metal
	LR-2702	LR-4960	Other	Baid	3 Dec	7		Road,
	(RS :-2702 )		Commerci al Usage		3 Dec			Width of Approach Road: 25 Ft., Adjacent to Metal
		TOTAL:			0.00			Road,
	Grand			_	9.6Dec	0 /-	45,60,005 /-	
	-				9.6Dec	0 /-	45,60,005 /-	

## Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature						
1	Name Mrs Niva Chatterjee	Photo	Finger Print	Signature			
	(Presentant ) Wife of Late Kanchan Chatterjee Executed by: Self, Date of Execution: 22/10/2024 , Admitted by: Self, Date of Admission: 22/10/2024 ,Place : Office	100	Captured	non memories			
-		22/10/2024	LT) 22/10/2024	22/10/2024			

Sonpur, City:-, P.O:- Sonpur, P.S:-Pandabeswar, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713378 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: baxxxxxx3h, Aadhaar No: 82xxxxxxxx4303, Status :Individual, Executed by: Self, Date of Execution: 22/10/2024 , Admitted by: Self, Date of Admission: 22/10/2024 ,Place: Office

Name Photo Finger Print Mr Sushanta Chatterjee Signature Son of Late Kanchan Chatterjee Executed by: Self, Date of Execution: 22/10/2024 Sushanta Chatterjac , Admitted by: Self, Date of Admission: 22/10/2024 ,Place : Office 22/10/2024 22/10/2024

Sonpur, City:-, P.O:- Sonpur, P.S:-Pandabeswar, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713378 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: aixxxxxx1g, Aadhaar No: 96xxxxxxxx0300, Status :Individual, Executed by: Self, Date of Execution: 22/10/2024 Admitted by: Self, Date of Admission: 22/10/2024 ,Place: 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:- 13344 Date of Incorporation:XX-XX-2XX3, PAN No.:: ACxxxxxx5N, Aadhaar No Not Provided by UIDAI, Status

## Representative Details:

Į	Name	Photo	Finger Print			
1	Mr Rash Behari Banerjee		i inger rint	Signature		
2 5 2	Son of Late Subodh Kumar Banerjee Date of Execution - 12/10/2024, Admitted by: Belf, Date of Admission: 12/10/2024, Place of Edmission of Execution: Office		Captured	Rut Pater Barrege		
N	landi Name Deve O'	Oct 22 2024 12:49PM	LTZ 22/10/2024	22/10/2024		
P 1	Nandi Namo Para, City:-, P.O:- Nandi, P.S:-Jamuria, District:-Paschim Bardhaman, West Bengal, Ir PIN:- 713344, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX 1XX2, PAN No: agxxxxxx5b, Aadhaar No: 76xxxxxxxx9452 Status: Representative, Representative					

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

Oct 22 2024 12:50PM

LTI
22/10/2024

Nandi Namo Pore City - Do

## 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	Signature
	22/10/2024	22/10/2024	22/10/2024 a Bhattacharjee, Mr Sushanta Chatter

Trans	fer of property for L1	
	From	To. with area (Name-Area)
1	Mrs Niva Chatterjee	AVINYA-6.6 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Mr Sushanta Chatterjee	AVINYA-3 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 LR Plot No:- 2702, LR Khatian No:- 4328		Owner:দিতা চাটালী, Gurdian:কাণৰ , Address:দিজ , Classification:বাইদ, Area:0.07000000 Acre,	as selected by Applicant Mrs Niva Chatterjee
L2	LR Plot No:- 2702, LR Khatlan No:- 4960	Owner:মুগার চাটাজী, Gurdian:ভাষণ , Address:গেসমূল , Classification:ৰাইন, Area:0.03000000 Acre,	Mr Sushanta Chatterjee

## Endorsement For Deed Number: 1 - 230405852 / 2024

#### On 22-10-2024

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

Presented for registration at 11:34 hrs on 22-10-2024, at the Office of the A.D.S.R. RANIGANJ by Mrs Niva

## 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 1. Mrs Niva Chatterjee, Wife of Late Kanchan Chatterjee, Sonpur, P.O. Sonpur, Thana: Pandabeswar, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713378, by caste Hindu, by Profession House wife, 2. Mr Sushanta Chatterjee, Son of Late Kanchan Chatterjee, Sonpur, P.O. Sonpur, Thana: Pandabeswar, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713378, by caste Hindu, by Profession Service

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

Certified that required Registration Fees payable for this document is Rs 7,00/- ( E = Rs 7,00/- ) and Registration Fees

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/10/2024 1:36PM with Govt. Ref. No: 192024250251493338 on 22-10-2024, Amount Rs: 7/-, Bank: SBI EPay ( SBIePay), Ref. No. 4463707508913 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 Description of Stamp

1. Stamp: Type: Impressed, Serial no 309, Amount: Rs.5,000.00/-, Date of Purchase: 03/10/2024, Vendor name:

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/10/2024 1:36PM with Govt. Ref. No: 192024250251493338 on 22-10-2024, Amount Rs. 2,000/-, Bank: SBI EPay ( SBIePay), Ref. No. 4453707508913 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.

\_&\_

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 105676 to 105703 being No 230405852 for the year 2024.





(Sankha Bandyopadhyay) 05/11/2024 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RANIGANJ West Bengal. Digitally signed by SANKHA BANDYOPADHYAY Date: 2024.11.05 13:49:00 +05:30 Reason: Digital Signing of Deed.