

81. 228/2025

I-234/2025

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

K 599617

Certified that the Documents is
admitted to registration. The
endorsement sheets attached
with this document are the Part
at this document

Addl. District Sub-Registrar
Asansol, Dist. Paschim Bardhaman

15 JAN 2025

GRN :- 192025250351478758

e-QUERY NO.- 2003164167/2024

DEVELOPMENT & CONSTRUCTION AGREEMENT
(0110)

THIS DEVELOPMENT & CONSTRUCTION AGREEMENT is made
on this the 15th day of JANUARY, 2025, By :-

Date of Purchase
from Asansol Treas
26 DEC 2024
L.No. 1 of 2000-01

क्र.सं. 2473
पुस्तक 500k
नाम Siddhivinayaka Realty LLP
पिकप Asansol
— श्री गुरु, —

PRASANTA GHANTY
ASANSOL TOWN STAMP VENDOR



Addl. District Sub-Registrar
Asansol, Dist-Paschim Bardhaman

15 JAN 2025

"SIDDHIVINAYAKA REALTY LLP" (PAN – ADEFS9105K), a Limited Liability Partnership Firm, having its Regd. Office at - Ground Floor, Unit No.- 09, Vishnupriya I, Simultala, 01 No. Mohishila Colony, Asansol, P.O. Asansol, 713303, P.S. – Asansol South, District – Paschim Bardhaman, represented by one of its Partner **SHRI AMIT KUMAR RAI**, (PAN – ARUPR1718F), son of Shri Kailash Rai resident of – 3/F-03, 3rd Floor, Radhika Apartment, Simultala, 01 No. Mohishila Colony, P.O.- Asansol – 03, P.S.- Asansol South, District – Paschim Bardhaman, West Bengal, India; hereinafter called and referred to as the **'LAND OWNERS' / "FIRST PARTY"** (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its respective successors in office, executors, administrators, nominee, and permitted assigns) of the **ONE PART**.

AND

'RESIDENA HOUSING LLP.' (PAN NO.- ABHFR4319K) a Limited Liability Partnership Firm, having its Regd. Office at – Holding No. 619, G. Floor, Binapani Aptt., Simultala, Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District - Paschim Bardhaman, West Bengal, India, represented by one of its Partner **MR. SANJOY ROY** (PAN NO.- ACQPR5422D) S/o Chandra Nath Roy, resident of – East Ram Sayar Maidan, S. B. Gorai Road, P.O.- Asansol, Pin - 713301, P.S.- Asansol, District – Paschim Bardhaman, West Bengal, India, hereinafter called the **"SECOND PARTY / DEVELOPER"** (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its respective successors in office, executors, administrators, nominee, and permitted assigns) of the **OTHER PART**.

WHEREAS the property i.e. homestead land mentioned in the schedule below under District – Paschim Bardhaman (formerly District - Burdwan), P.S.- Asansol, comprised within Mouza – Mohishila, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 428, in or upon C.S. Plot no.- 79 (P) corresponding to R.S.,L.R. Plot no.- 79/3423 & being 'Bastu' class of land measuring an area of 06 (six) kathas being Holding No.- 100/103, being Assessee no.- 3309302585588, within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation at 01 number Mohishila Colony, Asansol, more fully mentioned in details under Schedule below originally belonged to one Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath of Asansol Govt. Colony No.- 01 who acquired it by virtue of a Lease Deed dated 23.10.1975, being Deed no.- 6870 for the year 1975 & which was later conferred absolute right, title & interest by way of Gift through Registered Indenture dated – 20.07.1988 being Deed no.- I 109 for the year 1988, duly noted In Book no.- I, Volume No.- II, Pages from 433 to 436 at the Office of Additional District Registrar of Burdwan at Asansol, executed by the Governor of the State of West Bengal as Donor; with the view that the Govt. of West Bengal with the intent to rehabilitate the Refugees displaced from East

Pakistan now Bangladesh under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894.

AND WHEREAS during his life time Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath possessed the said properties openly, peacefully and uninterruptedly without any objection from anybody & erected a residential building which was duly assessed in his name & recorded in the Assessment Register of Asansol Municipal Corporation being Holding No.- 100/103, being Assessee no.- 3309302585588, within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation at Purba Para, 01 number Mohishila Colony, Asansol.

AND WHEREAS while owning & possessing such property Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath mutated his name in the Record of Rights (R.O.R.) as "Raiyat" of S.D.L. & L.R.O. (E.P.-1) Asansol, Govt. of West Bengal being L.R. Khatian No.- 5687.

AND WHEREAS thereafter while owning and possessing the said Schedule property Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath died intestate and as a Hindu on 28.12.2010 at his own residence at 1 no. Mohishila Colony, and such fact had been duly noted in the Certificate of Death issued by Deputy Mayor, A.M.C., being Registration No.- 2010/02992, dated 28.12.2010, in Form 6, of Asansol Municipal Corporation, leaving behind his widow Smt. Anju Debnath and six (06) daughters Smt. Subhra Debnath Alias Subhra Chowdhury, Smt. Gouri Debnath Alias Gouri Das, Smt. Mithu Roy, Smt. Durga Debnath, Smt. Shikha Debnath Alias Shikha Debnath Chakraborty & Smt. Riya Sarkar as his only legal heirs and successors and none else to inherit the effects & estate of her husband & their father's in 1/7th shares each in accordance to the provision of Hindu Succession Act, 1956.

AND WHEREAS after the demise of Late Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath his legal heirs recorded & mutated their names, separately, in the L.R. Record of Rights as "Raiyat" of S.D.L. & L.R.O. (E.P.-1) Asansol, Govt. of West Bengal being L.R. Khatian nos.- 5822, 5820, 5821, 5825, 5826, 5824 & 5823 & THEREAFTER they sold, conveyed and transferred the same to the instant First Party / Landowner by virtue of Registered deed of Sale being deed no.- I 230505533 for the year 2021, dated- 30.07.2021, duly registered in Book no.- I, at A.D.S.R. Office Asansol for valuable consideration.

AND WHEREAS is pertinent to mention here that the acquisition and devolution of legal title & ownership over the said Plot of land of the present First Party/

Landowner Vendor have been fully mentioned & described in the recital of the said Registered deed of Sale being deed no.- I 230505533 for the year 2021, dated- 30.07.2021, duly registered at the Office of A.D.S.R. Office Asansol.

AND WHEREAS in the circumstances mentioned above the instant First Party/ Landowner above named is absolutely seized and possessed of or otherwise well and sufficiently entitled to the property fully mentioned in the below mentioned schedule and have been openly, peacefully, uninterruptedly owning & possessing the same and subsequently recorded & mutated its name in the L.R. Record of Rights at the office of S.D.L. & L.R.O. (E.P.-1), Asansol in R.S. & L.R. Plot no.- 79/3423 appertaining to L.R. Khatian No.- 5986 within Mouza - MOHISHILA, J.L. no.- 037, Police Station- Asansol, Dist.- Paschim Bardhaman, measuring 09 (nine) decimal.

THEREFATER the First Party/Landowner applied and got Land Use Compatibility Certificate u/s 46 of the West Bengal Town & Country (Planning & Development) Act, 1979, from Asansol Durgapur Development Authority (ADDA), being Memo No : ADDA/ASL/2024/000414, dated- 08.04.2024 AND subsequently got Conversion certificate as Commercial Bastu being Conversion case no.- CN/2024/2305/993, vide Memo no.- 3055/ADM & DLRO/PAB/24, dated- 02.07.2024 & been paying khajna/ground rent ever since to the Government of West Bengal & got Sanctioned Building Plan from Asansol Municipal Corporation, being Building Permit No.- SWS-OBPAS/1101/2024/0952, dated- 28.11.2024.

AND WHEREAS the First Party intended to develop the schedule mentioned land for the **G+IV** multistoried building consisting of various residential units & garages in the manner recorded below and whereas the Second Party herein is directly involved in the business of Real estate development having proper know how, manpower, finance & other resources. Relying on the representations of the Landowners, the Developer has decided to develop the said Property on the terms and conditions mentioned herein.

AND WHEREAS the all the First parties above named agreed to provide all sorts of assistance to the Second Party by signing all papers and documents including site plan and/or building plan as and when required, in the matter of erection of such multistoried building upon the schedule mentioned lands by the Second Party.

AND WHEREAS the Parties enter into a mutual agreement therein, where the First Party Landowners engaged the '**RESIDENA HOUSING LLP.**', a LLP Partnership Firm, authorizing to erect the said **G+IV** multistoried upon the said below mentioned schedule land at the costs and expenses of the Second Party/Developer.

AND WHEREAS with a view to enabling the said Firm to raise the said **G+IV** multistoried building it has become necessary for the said landowner's to execute one Registered Development & Construction Agreement & one

(Handwritten signature)

Registered General Power of Attorney after Development & Construction Agreement for mutual convenience, appointing and constituting **MR. SANJOY ROY S/o Chandra Nath Roy**, representing the aforesaid LLP Firm in his capacity as Partner AND as the First Party's true & lawful attorney to exercise the following powers in connection with the schedule mentioned lands for the First Party and on his behalf in the matter of raising the said G+V multistoried building on the schedule mentioned land.

HENCE this instant Development & Construction Agreement & another separate General Power of Attorney after Development & Construction Agreement is/are being executed by the present Landowners/First Party in favour of their lawfully nominated & constituted Attorney '**RESIDENA HOUSING LLP.**', a Limited Liability Partnership Firm, AND represented by one of its Partner **MR. SANJOY ROY S/o Chandra Nath Roy**, to obviate any future complications & disputes.

The First Party / Land owner has represented to the Developer inter alia as follows:--

- a) That the said property or any part thereof is not subject to any other mortgage, charges, lien, security and/or guarantee of any nature whatsoever.
- b) No notices have been issued by the Income-tax Authority nor any proceedings pending within the meaning and Section 281 of Income -tax Act, 1961 and there is no prohibitory upon the owner.
- c) No prohibitory orders have been issued by any other taxing or revenue authorities prohibiting the owners to deal with the said Property.
- d) There is no order of attachment or injunction order in respect of the said Property or any part thereof.
- e) The Owner's has clear and marketable title of the said Property.
- f) the said Property or any part thereof is at present not affected by any requisition or acquisition or any alignment by any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Owner.
- g) that there are no subsisting agreement or arrangement to sell or otherwise for the said Property or any part thereof with anyone else and he has not executed any kind of Power of Attorney in favour of any third party to deal with the said Property or any part thereof.
- h) the First Party/Landowners undertake and declare that they shall not enter into negotiations, commit, transfer, charge, mortgage, alienate or transfer possession of the Property to any third parties during the subsistence of this instant Deed.
- i) that there are no pending liabilities, liens, charges or encumbrances with regard to the said Property including any government dues, which would affect the title of the First Party for the said Property.

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- j) The said Property has never belonged to any Schedule tribe.
- k) The First Party / Owners have full power and absolute authority to enter into this Agreement.

NOW IT IS AGREED AND DECLARED:

1. The Parties hereby agree to execute the Project on the terms and conditions mentioned below.

OBLIGATION OF THE FIRST PARTY / LAND OWNER :

2. **MUTATION** :- The name of the instant First Party / Land Owner is already mutated in the records of the S.D.L. & L.R.O. (E.P.-1), Asansol in respect of the said schedule 'A' Property comprised within R.S. & L.R. Plot no.- 79/3423 appertaining to L.R. Khatian No.- 5986 within Mouza - MOHISHILA, J.L. no.- 037, Police Station- Asansol, Dist.- Paschim Bardhaman, & paid khajna accordingly.
3. **PLAN** :- The Building Plan has been already sanctioned by the Appropriate Authority of Asansol Municipal Corporation in favor of instant First Party / Land Owner being Building Permit No.- SWS-OBPAS/1101/2024/0952, dated- 28.11.2024.
4. **CONVERSION** :- The Conversion Certificate/s about changing the character of land to Commercial Bastu has been obtained in favor of instant First Party / Land Owner from the office of ADM & DLRO, Asansol, Paschim Bardhaman, being Memo no.- 3055/ADM & DLRO/PAB/24, dated- 02.07.2024.
5. **BUILDING PLAN** - The Building Plan which has been already sanctioned vide Building Permit Number: SWS-OBPAS/1101/2024/0952, dated- 28.11.2024 by the **Commissioner** of Asansol Municipal Corporation have been prepared in such a manner that the maximum constructed area can be had for the Project by involving the Developer as well as the First Party / Landowner in its preparation.
6. That the First Party / Landowners obtained LUC Certificate u/s 46 of the West Bengal Town & Country (Planning & Development) Act, 1979 from Asansol Durgapur Development Authority (in short ADDA) vide Memo no.- ADDA/ASL/2024/000414, dated- 08.04.2024.
7. Obtaining all other necessary permissions statutorily required for sanctioning of the Building Plan Sanction and/or for executing the Project.
8. **POSSESSION** :- Immediately within a period of 02 (two) days after executing this Agreement, the Owner /s shall hand over exclusive, absolute & unhindered possession of the Said schedule mentioned Property to the Developer (hereafter called the "Possession Date") and allow unhindered entry and or access to the Said Property to the men, servants and agents of the Developer there at, first for the purpose of measurement, soil testing and such other necessities connected with the Project, and thereafter for actually executing the Project.

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9. **HINDRANCES** :- The Owner shall not create any hindrances or obstruction to the Developer during the constructions of the Building/s or in execution of the Project. The Owner shall not, in any manner whatsoever charge, encumber or induct any third person in occupation of the Said Property or in any portion thereof or enter into any agreement relating to the property.

10. The Owner shall hand over the originals of all title deeds, chain deeds, legal heir certificates, khajana, parcha, mutation etc. related to the Said Property in their possession to the Developer and which will remain in its custody and will produce them as and when required to all concerns in connection with the Project.

11. **POWERS & AUTHORITIES** :- Grant to the Developer or its designated authorized person or persons all such powers and authorities required for the peaceful & unhindered completion of the Project.

12. **TAXES** :- The Owner shall pay all rates, taxes, fees and/or outgoings that are payable under any existing statute or may become payable by any new enactment in respect of, concerning with or connected to this Agreement or the Project to such person or authority entitled thereto up to the Date of handing over possession of Said Property to the Developer.

13. **INDEMNITY** :- The Owner shall indemnify and keep the Developer saved, harmless and indemnified in respect of the title to the property and all actions, proceedings, fines, penalties and/or other consequences arising due to any non-compliance or violation of any kind or nature, whether statutory or contractual.

14. **The First Party / Landowners hereby further declares that :-**

- a) There is no agreement between the First Party / Landowners and any other party and/or Third Party except '**RESIDENA HOUSING LLP.**', a Limited Liability Partnership Firm, either for sale or for development and construction of housing complex and the said land is free from any encumbrance.
- b) Sec-202 of Indian contract Act will be taken into consideration in case of death of any of the First Party / Landowner.
- c) That land related dispute, if any, shall be resolved by the Land owner.
- d) That GST, stamp duty and registration fees in relation to the landowner's allocation, as morefully specified in Schedule B below, shall be borne by the Landowner himself / herself / themselves.

OBLIGATION OF THE SECOND PARTY / DEVELOPER:

15. Selecting and paying the remuneration of the Architect for preparation of the plan for the Project (hereafter the "Building Plan").

16. Paying and appointing engineers, and other professionals for the unhindered completion of the Project.

17. Paying and appointing Legal Professionals for the unhindered completion of the Project.

18. Paying the proper & requisite fees for the sanction of the Building Plan to the Asansol Municipal Corporation.

19. Obtaining all clearances including without limitation from the Urban Land Ceiling department that are or may be required for obtaining sanction of the Building Plan but for which the Owner shall render all help and co-operation.

20. Constructing the Complex in strict conformity with the to-be Sanctioned Plan of A.M.C., with the best of materials as the Architect for the Project will decide from time to time, an indicative Specification is mentioned in Schedule - D, which may be altered / modified at the sole discretion of the Developer.

21. Purchasing various materials for the Project.

22. (a) Completing the Complex and making the units inhabitable in all respects within thirty six (36) months from the date of sanction of the Building Plan, *subject to Force Majeure* and reasons beyond the control of the Developer (hereafter the "Completion Date"). The said time of thirty six (36) months may be extended for 06 (six) months at a time, till completion of the project, subject to satisfactory review of the work by the Landowners.

23. ENTITLEMENTS OF THE FIRST PARTY / LANDOWNER/S :- (a) The Landowners shall be entitled to their allocation/s as mutually agreed, specified & detailed in the Allotment Agreement / Letter & as written and reproduced hereunder in the "**B' schedule**, out of the entire saleable areas in the said G+IV multi-storeyed building after completion of the project. (b) That except for the provisions as specified/detailed in the Allotment Agreement & as henceforth written in the Schedule 'B' below regarding Owner's cash, rent and Physical allocation, that above named FIRST PARTY/LAND OWNER shall not demand or claim anything else from the DEVELOPER. (c) That after completion of the project, formation of the Flat Owner's Association / society & handover of the same, the Land owners/ First Party members shall be liable to pay for his/her/their own electricity consumption of their said Flat /property & monthly maintenance in respect of his/her/their said property to the said Apartment/ Society so formed.

24. That the Developer shall be entitled to execute any kind of agreement, Deed/ s of Sale, Mortgage, Lease or otherwise on any of the portion/s of the schedule 'C' mentioned property i.e. the Developer's Allocation, in respect of the raising the multi-storeyed building as envisaged, for obtaining necessary financial help / aid / Loan from any financial institution, bank etc. without any prior Written consent from the first Party/ Landowner. That this entitlement of the Developer shall not be inclusive of the Schedule 'B' portion i.e. Landowner /s Allocation.

25. That No transfer of title in respect of the Schedule 'A' property is being made by this instant Development & Construction Agreement in favour of the Second Party / Developer.

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26. If the Project has to be abandoned due to any defect in the title of the Said Property or its nature, the Owner shall refund the pre-development and all other costs, interest to the Developer.

27. The Developer shall retain further construction rights over the roof of the Building however, the ultimate roof of the Building at any given point of time shall be common for all the owners/occupiers of the Units of the Building at that point of time. The further construction over the roof of the building shall be carried out by the developer and the owner herein shall get a proportionate share from the said constructed area as mentioned above.

28. All documents and agreements of every nature related to the development of the Project (hereafter the "Documents") shall be as drawn by the Ld. Advocate of the Developer i.e. Shri Utsav Mukherjee after consulting the concerned Parties and after the same have been approved by the First Party / Owner & the same shall be final and binding on such both Parties. The professional fees of the Ld. Advocate shall be borne by the Developer.

29. The owners shall execute another separate a general power of attorney in favor of representative/s of the developer Firm so that the developer can take all steps in respect of the property including enter into agreement for sale or conveyance deed and apply the same for registration, except Landowner's allocation.

30. That the **G+IV** multi-storeyed building/Project namely "RESIDENA ENCLAVE Block A and Block B" Shall consist of various commercial shop rooms, residential units, parking areas, 02 & 04 wheeler garages as mutually decided & settled by & between the Parties.

31. **Force Majeure** shall mean :-

(1) For purposes of this Agreement, "*Force Majeure* Event" means any act or event that prevents a party ("Nonperforming Party"), in whole or in part, from performing its obligations under this Agreement, or satisfying any conditions to any other party's obligations under this Agreement, provided that such act or event is beyond the reasonable control of and not the fault of the Nonperforming Party, and provided that the Nonperforming Party has been unable to avoid or overcome such act or event by the exercise of due diligence.

(2) *Force Majeure* Events include each of the following acts or events: an act of God (including flood, drought, earthquake, landslide, hurricane, cyclone, typhoon, pandemic/epidemic, famine or plague), viral epidemic / pandemic, Central Govt. And/or State government imposed Lockdown/s, regulated opening of work, any shipwreck or plane crash, fire, explosion, riot or civil disturbance, war, act of public enemy, terrorist act, military action, or any action of a court or government authority, or an industry-wide, region-wide or nationwide strike, work-to-rule action, go-slow or similar labour difficulty, embargo or other governmental act, legal restrictions, Lockdown procedures.

(3) If a *Force Majeure* Event occurs, the Nonperforming Party is excused from such performance as is prevented by the *Force Majeure* Event, but only to the extent prevented.

(4) When the Nonperforming Party is able to resume performance of its obligations, it shall immediately give the other parties written notice to that effect and shall resume performance no later than fifteen (15) calendar days after the notice is delivered.

(5) The relief offered by this Clause is the exclusive remedy available to the Nonperforming Party with respect to a *Force Majeure* Event.

(6) Force Majeure shall include local affairs, AMC, or any other Govt. Office or officers and also West Bengal Municipal Act and/or Government Act if published after execution of this Agreement and in this regard the construction is held up, then the time of this agreement will be extended automatically.

32. ARBITRATION -: In case of any dispute with respect to the interpretation of this agreement or on the rights and duties of the parties in terms of this agreement or any issue touching this agreement, the parties shall first attempt to resolve by conciliation. Such conciliation shall be attempted by each of the parties nominating a representative and them jointly working out conciliation between the parties. In case such conciliation fails to take place within 30 days then in that event the matter shall be referred to an arbitration of a Sole Arbitrator to be mutually appointed by both the parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the seat of the arbitration shall be at ASANSOL.

33. TERMINATION -: In case of termination of this agreement by the Owner/s, the Developer shall be entitled to the expenses and interest already made him in the execution of the project and in addition to the same 50% of the profit of the unsold area to be calculated at the prevalent market rate. However, in case the Developer terminates the agreement, then it shall not be entitled to claim any other sum except re-imbursement of actual expenses including interest from the date of execution of this Agreement.

34. That the FIRST PARTY/LAND OWNER will have no liberty to enter into any agreement/s with the intending purchaser/s or execute any Deed in favour of any person/persons relating to the Developers Allocation mentioned below.

35. That the Developer will have full right to demolish the old structure/s situated on the "A" schedule mentioned land (if any) and will have right to make construction of a multi-storeyed building thereon as per sanctioned Plan.

36. The validity, construction and performance of this Agreement to sell shall be governed and interpreted in accordance with the laws of India.

37. Each Party to this Agreement to sell represents that it possesses full power and authority to enter into this Agreement and to perform its obligations hereunder and that the legal representative (if any) of each Party is fully authorised to sign this Agreement.

38. This agreement embodies entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties to this Agreement.

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39. Save and except if required by Government, any Courts of Law, or its legal advisors, auditors and other consultants both the Parties shall refrain from disclosing the contents and nature of these presents or any other information received by them in the course of the transaction.

40. If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

41. This Agreement together with the Schedules and Annexures shall constitute the entire agreement between the Parties hereto and shall supersede all prior proposals, negotiations, understandings and agreements, whether oral or written exchanged between the parties. Any variations/ modifications to this agreement shall not have any effect unless the same is in writing and executed by both the parties.

42. The Original copy of this instant Development & Construction Agreement shall be in the custody of the Second Party/Developer for all times & if the First Party / Landowner so wishes then they shall apply for a certified copy at their own cost & expenses.

43. That furthermore the First Party/Vendor shall keep the Second Party/Intending Purchaser indemnified against all losses, damages, costs, charges and expenses suffered, if any, because of any defect/s in First Party/Vendor's title or any breach of the covenants hereinbefore contained.

44. **JURISDICTION :-** Only Courts in the competent jurisdiction in the District of Paschim Bardhaman shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties.

45. **Miscellaneous :-**

- a) Indian Law- This agreement shall be subject to Indian law.
- b) Confidentiality & non-disclosure- Both the parties shall keep all non-public information & documents concerning the transaction herewith confidential unless compelled by Judicial or administrative process.
- c) The Owner can visit the construction site anytime with prior intimation to the developer/site supervisor and discuss with the site supervisor but will not disrupt or interrupt the construction work. However, any unusual and non-permissible actions/operations observed at site can be brought to the notice of the developer and the architect for discussion and necessary corrective action.
- d) The developer shall ensure safe & sound building design and construction, complete safety of the workmen, minimum wages, first class standard quality of materials supplied/used along with all other legal formalities and moral obligations during execution of the project so as to render the first

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party free from legal obligations and all other risks and hazards whatsoever related to the project.

- e) That all cost, charges and expenses for execution of the whole project and including stamp duty and registration fee for execution and registration of this agreement and or deed of conveyance/transfer of the said land shall be borne paid and discharged by the Developer exclusively or mutually to be decided amongst by the Parties.
- f) The LANDOWNER and the developer have entered into their agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between them in any manner nor shall the parties hereto be constituted as association of persons.
- g) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, if any, needed by the developer for the purpose of the sanction of the building plan and/or any other purpose to be required for said developments project shall be prepared by the developer at its own costs and expenses in the name of the land owners without reimbursement of the same and the land owners shall sign on the said plan/plans, application, paper, documents, etc. as and when the developer asked for the same, without demanding any remuneration and/or money for the same.

SCHEDULE - "A" ABOVE REFERRED TO :-

(First Party / Owners' Land upon where construction is to be made)

In the District of PASCHIM BARDHAMAN (formerly District - Burdwan), A.D.S.R. Office -Asansol, P.S.- ASANSOL, within **Mouza - MOHISHILA**, J.L. no.- 037, all that piece and parcel of " commercial BASTU" class of land, being **L.O.P. no.- 428** comprised in or upon **C.S. Plot no.- 79 (P)** corresponding to **R.S. & L.R. Plot no.- 79/3423**, appertaining to **L.R. Khatian no.- 5986**, total area of land measuring an area of **09 (nine) decimal**, along with a 35 years old single storied Tile Shed residential building standing thereon and measuring area 300 (three hundred) sq. ft. (approx.), with all fittings, fixtures, courtyard along with all hereditaments & easementary rights attached thereto bearing being Holding No.- 100/103, within the ambits of **Ward No.- 20 (old) 86 (new)** of Asansol Municipal Corporation cemented flooring with all easement rights at - at 01 number Mohishila Colony, Purbapara, Asansol.

Road:- Mohisila Colony No. 01, (Road Width 30ft.)

The schedule property which is sold is butted & bounded by :-

NORTH	-	L.O.P. no.- 420.	
SOUTH	-	Colony Road.	L.O.P. no.- 447
EAST	-	House of Bijoy Pal.	L.O.P. no.- 429
WEST	-	House of Sadhan Chatterjee.	L.O.P. no.- 427

-: SCHEDULE - "B" ABOVE REFERRED TO :-
(Land Owner's Allocation)

- One self-contained unfurnished residential Flat, having super built up area of 981 (Nine hundred & eighty one) Sq. ft., on the **4th Floor (Fourth floor) Block – A** of the said proposed G+IV building.
- One self-contained unfurnished residential Flat, having super built up area of 1182 (One Thousand one hundred & eighty two) Sq. ft., on the **4th Floor (Fourth floor) Block – A** of the said proposed G+IV building.

-: SCHEDULE - "C" ABOVE REFERRED TO :-
(DEVELOPER'S Allocation Property)

All that land mentioned in the above 'A' schedule and super built up area including the covered area on each floor of the proposed **G+IV** multi storied building excepting the Landowner's Allocation specified in Schedule 'B' above, together with the right of passage, light, air, ingress, easementary, hereditaments rights, egress & right of construction over the ultimate roof of the building.

SCHEDULE- "D" [Specifications]	
Foundation:	Concrete cement structure.
Walls:	Conventional Brick work.
Wall Finish :	Interior – Plaster of Paris. // Exterior - High quality paint.
Flooring :	Bedroom – Marble, // Living & Dining – Marble, Kitchen – Marble, Toilet – Wall, floor & Tiles.
Kitchen :	Platform made of Marble with Stainless Steel sink. Electrical point for Refrigerator and exhaust fan.
Toilet :	Sanitary ware with all C.P. fittings, Electrical point for Geyser & Exhaust fan.
Plumbing :	Concealed pipe line.
Door & Windows :	Wooden frame with flush view doors & Aluminum window
Lift :	Reputed Lift manufacturer.
Electric :	PVC conduit pipes with concealed copper wiring with good Quality switches with MCB distribution panel.

01 (ONE) numbers of sheet containing photos and finger prints of both hands duly attested by the parties concern is annexed hereto which do form a part of this deed.

IN WITNESS WHEREOF the Parties have executed these presents at Asansol on date, month and year mentioned in the outset.

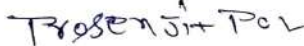
Witnesses:-

1. Ajeet Kumar Rai
S/o Kailash Rai
Universal Recidency
3F03, 3rd Floor
Mohisila Colony
ASANSOL 713303

SIDDHIVINAYAKA REALTY LLP

Amit Kumar Rai
Partner

Signature of the Land Owners

2. 
S/o - Prosenjit Pal
ISMILE, ASANSOL
713301

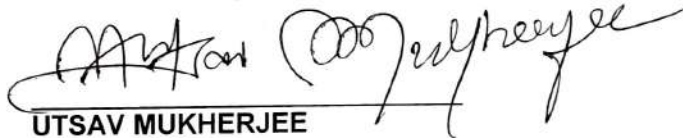
RESIDENA HOUSING LLP

Sanjoy Roy

Designated Partner

Signature of Developer

Drafted & Prepared by me as per Instruction, directions & documents provided by both the parties and explained the contents to both the Parties in Vernacular (English & Bengali) and Printed in my office.



UTSAV MUKHERJEE
(ADVOCATE)

PASCHIM BARDHAMAN DISTRICT JUDGES' COURT AT ASANSOL
Enrolment No.- WB/549/2011.



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



192024250351478758

GRN Details

GRN: 192024250351478758 Payment Mode: SBI Epay
GRN Date: 10/01/2025 13:01:53 Bank/Gateway: SBlePay Payment Gateway
BRN : 3629189238919 BRN Date: 10/01/2025 13:02:21
Gateway Ref ID: CHS1742326 Method: State Bank of India NB
GRIPS Payment ID: 100120252035147874 Payment Init. Date: 10/01/2025 13:01:53
Payment Status: Successful Payment Ref. No: 2003164167/1/2024
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr AMIT KUMAR RAI
Address: SIMULTALA 1 NO MOHISHILA COLONY ASANSOL-713303
Mobile: 9732095565
Email: AMIT_IND@YMAIL.COM
Period From (dd/mm/yyyy): 10/01/2025
Period To (dd/mm/yyyy): 10/01/2025
Payment Ref ID: 2003164167/1/2024
Dept Ref ID/DRN: 2003164167/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003164167/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	6560
2	2003164167/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				6581

IN WORDS: SIX THOUSAND FIVE HUNDRED EIGHTY ONE ONLY.

Thumb Littlefinger to forefinger

Thumb forefinger to Littlefinger



Right Hand

Finger Print attested by me : Anil Kumar Rai

Left Hand Thumb Littlefinger to forefinger

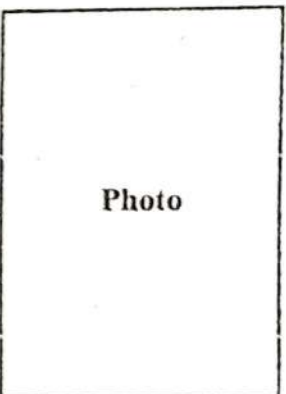
Right Hand Thumb forefinger to Littlefinger



Finger Print attested by me : Sanjoy Roy

Left Hand Thumb Littlefinger to forefinger

Right Hand Thumb forefinger to Littlefinger



Finger Print attested by me :

Left Hand Thumb Littlefinger to forefinger

Right Hand Thumb forefinger to Littlefinger



Finger Print attested by me :

DETAILS OF IDENTIFIER WITH PHOTO

(শনাক্তকারীর সচিব বিবরণ)

1. NAME (নাম) : AJEET KUMAR RAI
2. FATHER/ HUSBAND NAME : KAILASH RAI
(পিতা/ স্বামীর নাম)
3. OCCUPATION (পেশা) : _____
4. PERMANENT ADDRESS (স্থায়ী ঠিকানা) UNIVERSAL RESIDENCY
SIMUNTALA 1 NO MOHIGILA
VILLAGE/TOWN (গ্রাম) ASANSOL COLONY ASANSOL
POST OFFICE (পোস্ট অফিস) ASANSOL
POLICE STATION (থানা) ASANSOL SOUTH PIN 713303
DISTRICT (জেলা) _____ STATE (রাজ্য) WEST BENGAL
P - BARDDHAMAN
5. RELATIONSHIP WITH SELLER/BUYER (দলিলের বিক্রেতা/দাতা গনের সহিত সম্পর্ক) Friend
6. AADHAR NO 516788500735
PAN _____
EPIC NO _____

আমি (শনাক্তকারী) _____ অএ দলিলের (Query No.) _____

বিক্রেতা/দাতা গনকে শনাক্ত করিলাম।

I, Ajeet Kumar Rai as identifier identifying the executants
of the concerned deed (Query No.) 2003164164/2024.

ছবি সহ দশ আঙ্গুলের টিপ ছাপ

LEFT HAND						
RIGHT HAND						

Ajeet Kumar Rai
IDENTIFIER SIGNATURE
(শনাক্তকারীর স্বাক্ষর)

Major Information of the Deed

Deed No :	I-2305-00234/2025	Date of Registration	15/01/2025
Query No / Year	2305-2003164167/2024	Office where deed is registered	
Query Date	12/12/2024 8:36:50 PM	A.D.S.R. ASANSOL, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	UTSAV MUKHERJEE DISTRICT JUDGES COURT PASCHIM BARDHAMAN AT ASANSOL, Thana : Asansol, District : Paschim Bardhaman, WEST BENGAL, PIN - 713304, Mobile No. : 8250942170, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1]	
Set Forth value		Market Value	
		Rs. 52,27,668/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,060/- (Article:48(g))		Rs. 21/- (Article:E, E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: Mohisila Colony No 1, Road Zone : (Road Width (20-30) -- Road Width (20-30)) , Mouza: Mohishila, JI No: 37, Pin Code : 713303

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-79/3423 (RS :- 79/3423)	LR-5986	Bastu Bastu	9 Dec		51,54,543/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
Grand Total :				9Dec	0 /-	51,54,543 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	0/-	73,125/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 35 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	0 /-	73,125 /-	

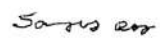
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SIDDHIVINAYAKA REALTY LLP GROUND FLOOR, UNIT NO.- 09, VISHNUPRIYA I, Block/Sector: SIMULTALA, 01 NO. MOHISHILA COLONY, City:- Not Specified, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Date of Incorporation:XX-XX-2XX6 , PAN No.: ADxxxxxx5K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

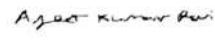
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	RESIDENA HOUSING LLP HOLDING NO. 619, G. FLOOR, BINAPANI APTT., Block/Sector: SIMULTALA, MOHISHILA COLONY, City:- Not Specified, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Date of Incorporation:XX-XX-2XX3 , PAN No.: ABxxxxxx9K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :				
SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri AMIT KUMAR RAI (Presentant) Son of Shri KAILASH RAI Date of Execution - 15/01/2025, , Admitted by: Self, Date of Admission: 15/01/2025, Place of Admission of Execution: Office	Photo  Jan 15 2025 1:32PM	Finger Print  Captured LTI 15/01/2025	Signature  15/01/2025
FLAT NO. 3/F-03, 3RD FLOOR, RADHIKA APARTMENT, SIMULTALA, Block/Sector: 01 NO MOHISHILA COLONY, City:- Not Specified, P.O:- USHAGRAM, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.: ARxxxxxx8F, Aadhaar No: 71xxxxxxxx1917 Status : Representative, Representative of : SIDDHIVINAYAKA REALTY LLP (as PARTNER)				
2	Name Mr SANJOY ROY Son of CHANDRA NATH ROY Date of Execution - 15/01/2025, , Admitted by: Self, Date of Admission: 15/01/2025, Place of Admission of Execution: Office	Photo  Jan 15 2025 1:32PM	Finger Print  Captured LTI 15/01/2025	Signature  15/01/2025
EAST RAM SAYAR MAIDAN,, Block/Sector: S. B. GORAI ROAD,, City:- Not Specified, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713301, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.: ACxxxxxx2D, Aadhaar No: 61xxxxxxxx9193 Status : Representative, Representative of : RESIDENA HOUSING LLP (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr AJEET KUMAR RAI Son of Mr KAILASH RAI RADHIKA APARTMENT, SIMULTALA, City:- Not Specified, P.O:- ASANSOL, P S:-Asansol, District-Paschim Bardhaman, West Bengal, India, PIN:- 713303		 Captured	
	15/01/2025	15/01/2025	15/01/2025

Identifier Of Shri AMIT KUMAR RAI, Mr SANJOY ROY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SIDDHIVINAYAKA REALTY LLP	RESIDENA HOUSING LLP-9 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	SIDDHIVINAYAKA REALTY LLP	RESIDENA HOUSING LLP-300.00000000 Sq Ft

Land Details as per Land Record

 District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: Mohisila Colony No 1, Road Zone :
 (Road Width (20-30) -- Road Width (20-30)) , Mouza: Mohishila, JI No: 37, Pin Code : 713303

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 79/3423, LR Khatian No:- 5986	Owner: সিদ্ধিবিনায়ক রিয়েলিটি এল এল পি , Gurdian: কোচ , Address: বিজ , Classification: বাণিজ্য , Area: 0.09000000 Acre,	SIDDHIVINAYAKA REALTY LLP

On 15-01-2025

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 13:26 hrs on 15-01-2025, at the Office of the A.D.S.R. ASANSOL by Shri AMIT KUMAR RAI ..

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 52,27,668/-

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

Execution is admitted on 15-01-2025 by Shri AMIT KUMAR RAI, PARTNER, SIDDHIVINAYAKA REALTY LLP (LLP), GROUND FLOOR, UNIT NO.- 09, VISHNUPRIYA I, Block/Sector: SIMULTALA, 01 NO. MOHISHILA COLONY, City:- Not Specified, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303

Indetified by Mr AJEET KUMAR RAI, . , Son of Mr KAILASH RAI, RADHIKA APARTMENT, SIMULTALA, P.O: ASANSOL, Thana: Asansol, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713303, by caste Hindu, by profession Business

Execution is admitted on 15-01-2025 by Mr SANJOY ROY, PARTNER, RESIDENA HOUSING LLP (LLP), HOLDING NO. 619, G. FLOOR, BINAPANI APTT., Block/Sector: SIMULTALA, MOHISHILA COLONY, City:- Not Specified, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303

Indetified by Mr AJEET KUMAR RAI, . , Son of Mr KAILASH RAI, RADHIKA APARTMENT, SIMULTALA, P.O: ASANSOL, Thana: Asansol, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713303, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/01/2025 1:02PM with Govt. Ref. No: 192024250351478758 on 10-01-2025, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 3629189238919 on 10-01-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,060/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 6,560/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2473, Amount: Rs.500.00/-, Date of Purchase: 09/01/2025, Vendor name: P GHANTY

2. Stamp: Type: Court Fees, Amount: Rs.10.00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/01/2025 1:02PM with Govt. Ref. No: 192024250351478758 on 10-01-2025, Amount Rs: 6,560/-, Bank: SBI EPay (SBlePay), Ref. No. 3629189238919 on 10-01-2025, Head of Account 0030-02-103-003-02



Manoj Kumar Mandal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ASANSOL
Paschim Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2305-2025, Page from 4866 to 4888

being No 230500234 for the year 2025.



Digitally signed by MANOJ KUMAR MANDAL
Date: 2025.01.17 12:17:14 -08:00
Reason: Digital Signing of Deed.

(Manoj Kumar Mandal) 17/01/2025
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ASANSOL
West Bengal.