भारतीय गेर न्यायिक
भारता INDIA

T-232/2025

भारतीय गेर न्यायिक
भारत INDIA

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INDIA NON JUDICIAL

Production of the polyments is

Certified that the Documents is

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

Addi. District Sub-Registrar Asansol Dist-Paschim Bardhaman

GRN:- 192024250351417148 15 JAN 2025 e-QUERY NO.- 2003164427/2024

DEVELOPMENT & CONSTRUCTION AGREEMENT (0110)

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

April April

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Date of Purchase from Asansol Treasury

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Addi District Sub-Registrar Asansol, Dist-Paschim Bardhaman



SHRI BIMAL ROY, (PAN DGZPR1549P), (AADHAR – 9301 3869 0516), son of Ranjit Roy, by faith – Hindu, by Nationality – Indian, by occupation – others, resident of Purba Para, 01 No. Mohishila Colony, Asansol, P.O.- Ushagram, Pin - 713303, P.S.- Asansol South, District - Paschim Bardhaman, West Bengal, India; hereinafter called and referred to as the 'LAND OWNER / FIRST PARTY' (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his respective successors, legal heirs, 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.- 421/1 (P), in or upon C.S. Plot no.- 79 (P) corresponding to R.S., L.R. Plot no.- 79/3416 measuring an area of 02 (two) kathas 09 (nine) chhatak within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation at Purbapara, 01 number Mohishila Colony, Asansol, more fully mentioned in details under Schedule below originally belonged to the above named 'First party / Landowner' of Asansol Govt. Colony No.- 01 who acquired it by virtue of a Lease Deed dated - 24.10.1975 & which was later conferred absolute right, title & interest on the demised land by way of Gift through Registered Indenture being Deed no.- 0194 for the year 1996, duly registered 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

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AND WHEREAS during his life time Shri Bimal Roy, i.e. the above named First party / Landowner possessed the said properties openly, peacefully and uninterruptedly without any objection from anybody AND THEREAFTER recorded & mutated his name in the L.R. Record of Rights (R.O.R.) as 'Raiyat' of the Govt. of West Bengal being L.R. Khatian No.- 6405 within Mouza - Mohishila, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 421/1

(P), in or upon C.S. Plot no.- 79 (P) corresponding to **R.S.,L.R. Plot no.-79/3416** measuring an area of 02 (two) kathas 09 (nine) chhatak & recorded in the L.R. Record of Rights as 04 (four) decimal.

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.

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/2024/2305/191, vide Memo no.- 797/S.D.L. & L.R.O. (E.P.-1)/Asn/24, dated- 15.04.2024 & been paid 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 First party 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 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

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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+IV 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 obliviate 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.
- 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. <u>MUTATION</u>:- 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.-79/3416 appertaining to L.R L.R. Khatian No.- 6405 within Mouza MOHISHILA, J.L. no.- 037, Police Station- Asansol, Dist.- Paschim Bardhaman, & paid khajna accordingly.
- 3. <u>PLAN</u>: 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.** <u>CONVERSION</u>: The Conversion Certificate/s about changing the character of land to Commercial Bastu has been obtained in favor of instant First Party / Land Owner vide Conversion case no.- CN/2024/2305/191, vide Memo no.- 797/S.D.L. & L.R.O. (E.P.-1)/ Asn/24, dated- 15.04.2024.
- 5. <u>BUILDING PLAN</u> 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 (Panning & 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. <u>POSSESSION</u>: 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.
- 9. <u>HINDRANCES</u>: 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. <u>INDEMNITY</u>: 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, 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.
- 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.
- **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 Majure 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.
- 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 the 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 nonpermissible 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 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 / Owner/s 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 vacant "commercial BASTU" class of land, being L.O.P. no.- 421/1 (P) comprised in or upon C.S. Plot no.- 79 (P) corresponding to R.S. & L.R. Plot no.- 79/3416, appertaining to L.R. Khatian no.- 6405, total area of land as recorded in the L.R. Record of Rights being 04 (four) decimal, with all fittings, fixtures, courtyard along with all hereditaments & easementary rights attached thereto within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation situated at - at 01 number Mohishila Colony, Purbapara, Asansol. Road:- Mohisila Colony No. 01, (Road Width 30ft.)

The schedule property is butted & bounded by :-

NORTH - Colony Road. SOUTH - L.O.P. no.- 429. EAST - L.O.P. no.- 422. WEST - L.O.P. no.- 420.

-: SCHEDULE - "B" ABOVE REFERRED TO :-

(Land Owner's Allocation)

 One self-contained unfurnished residential Flat, WEST FACING, having super built up area 1050 (one thousand & fifty) Sq. ft., on the 1st Floor (First floor) of the Block – B within the said proposed G multi storied building.



One number of 04 (FOUR) wheeler parking space in the Ground Floor within the common parking area of the 'A' Schedule building measuring 135 (one hundred thirty five) sq. ft. within the said proposed G+IV multi storied 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 :	n: 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.				

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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:-

Agest Kumar Rai 5/0 Kailoth Rai Universal Recipenty 3FO3-3rd Flor MONISILA COLONY ASANSOC715303

Trosensit Per S/O- Presip Kumur PCL ISMILE, ASAMSOL 713301

RESIDENA HOUSING LLP Sangoy 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





CRN	Details	
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GRN:

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Payment Mode:

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GRN Date:

10/01/2025 12:45:50

Bank/Gateway:

SBIePay Payment

Gateway

BRN:

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BRN Date:

10/01/2025 12:46:35

Gateway Ref ID:

CHS1738268

Method:

State Bank of India NB

GRIPS Payment ID:

100120252035141713

Payment Init. Date:

10/01/2025 12:45:50

Payment Status:

Successful

Payment Ref. No:

2003164427/1/2024

[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:

2003164427/1/2024

Dept Ref ID/DRN:

2003164427/1/2024

Poyment Details

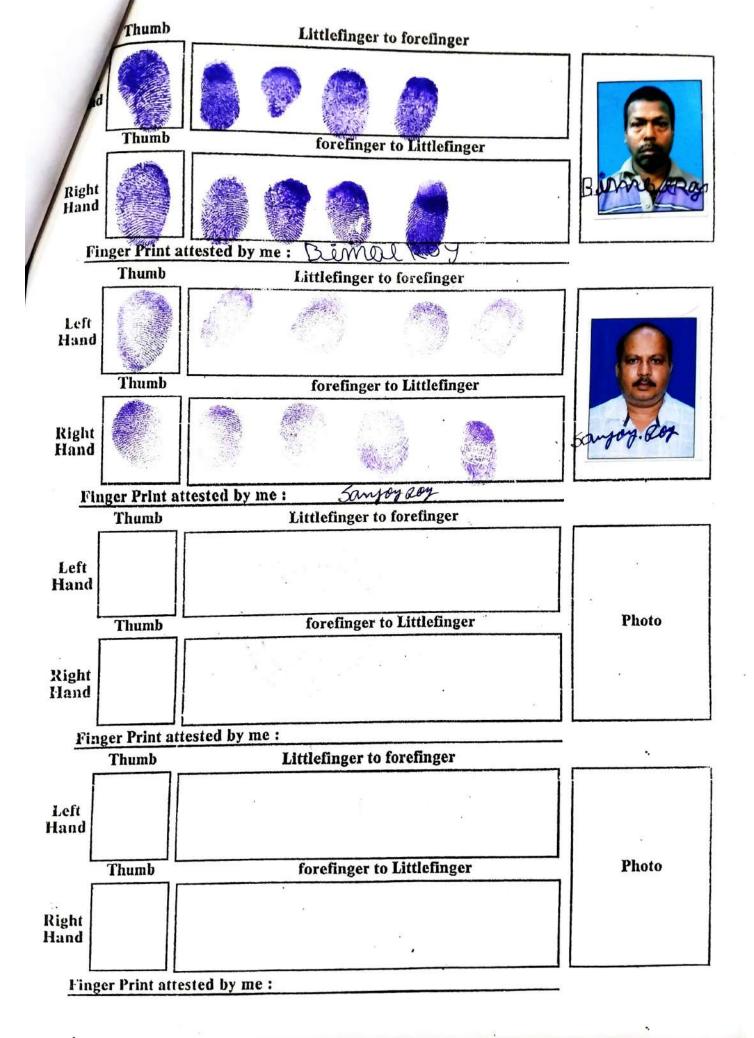
IN WORDS:

l. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003164427/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	4560
2	2003164427/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
-			Total	4581

FOUR THOUSAND FIVE HUNDRED EIGHTY ONE ONLY.







DETAILS OF IDENTIFIER WITH PHOTO

(শনাক্তকারীর সচিত্র বিবরণ)

1.	NAME (ना	ম)	:_	AJEET	KUMAR R	PAL	
2,		IUSBAND NA ামীর নাম)		KAILASH			
3.	OCCUPATI	ON (COMI)	:	Busin	oss		
4.	PARMANE	NT ADDRES	s (স্থায়ী ঠিব	काना) प्र	NO MOHIS	ECIDENCY SIMUNTALA SILACOLONYASANSOL	
	VILLAGE/T	rown (มาม)	ASANSO			Mercorotty Ashrable	
	POST OFF	ICE (পোস্ট	অফিস) 🛕	LOZUMO			
	POLICE ST	ATION (থান	ASAN	SOL SOUT	H_PIN	713303	
	DISTRICT	জেলা)	STATE	(রাজা) _w	est bene	5AL_	
- 5	RELATIONS	HIP WITH SELL	ER/BUYER (र्मा	ললের বিক্রেত	া/দাতা গনের	गरिष्ठ अम्मक <u> </u>	
6	AADHAR I	NO 5163	188500	735			
	PAN						
	EPIC NO					/	1
					9	অএ দলিলের (Query No.)	
्राष्ट्र	ম (শনাক্তক	[RI]	ক্রেতা/দাতা	গনকেশন	ক্রে করিলাম	1	
_	11	N	Pai as	dontifier	identifui	ing the executants	
1, _	Hyear	CAS LONG	as as	dentine	Son	101197/24	
of t	the conc	erned de	ed (Query	No.)	2003	164427/24	
ছবি ই	নহ দশ অ	াঙ্গুলের টি	প ছাপ				
		je.	27	A ST. No.			/
LEFT HAND	- 3	E.	1 /		3		
RIGHT HAND					Ž.	1	
RIG		leg g	24	-	27		

Agest Kumay Rw'
IDENTIFIER SIGNATURE
(শনাক্তকারীর স্বাক্ষর)

Major Information of the Deed

	1-2305-00232/2025	Date of Registration	15/01/2025		
Deed No:		Office where deed is registered			
Query No / Year	2305-2003164427/2024	A.D.S.R. ASANSOL, District: Paschim Bardhama			
12/12/2024 9:08:49 PM		A.D.S.R. ASANGOL, District 1 details			
Applicant Name, Address & Other Details	UTSAV MUKHERJEE DISTRICT JUDGES COURT PAS District: Paschim Bardhaman, W Status: Advocate	EST BENGAL, THE TROOP	NSOL,Thana : Asansol, Mobile No. : 8250942170,		
Transaction 0110] Sale, Development Agreement or Construction agreement		Additional Transaction			
		[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1]			
		Market Value			
Set Forth value	(0.	Rs. 22,90,908/-			
		Registration Fee Paid			
Stampduty Paid(SD)		a cat (Acticle: F F F)			
Rs. 5,060/- (Article:48(g))	TO SETTY ONLY	from the applicant for issuing t	he assement slip.(Urban		
Rs. 5,060/- (Article:48(g)) Remarks Received Rs. 50/- (FIFTY on area)		I HOIT the appropria			

Roa	d Width (20-3	(80) – Road Khatian	Width (20-30	0)) , Mouz Use	T. fland	SatForth	ohisila Colony No de : 713303 Market Value (In Rs.)	
	Plot Number LR-79/3416 (RS:- 79/3416)	Number	Proposed Bastu	Danga	0.04 Acre	value (In Ks.)	22,90,908/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
	75/54107				4Dec	0 /-	22,90,908 /-	

Land Lord Details :

0	Name,Address,Photo,Finger			Signature
	Name	Photo	Finger Print	Oignature
	Mr BIMAL ROY (Presentant) Son of RANJIT ROY Executed by: Self, Date of Execution: 15/01/2025 , Admitted by: Self, Date of Admission: 15/01/2025 ,Place		Captured	simal Ry
	: Office	15/01/2025	LTI 15/01/2025	15/01/2025



PURBA PARA, 1 NO. MOHISHILA COLONY, Block/Sector: RAGHUNATH CHAK, City:- Not Specified, P.O:- USHAGRAM, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX8, PAN District: DGXXXXXX9P, Aadhaar No: 93xxxxxxxxx0516, Status: Individual, Executed by: Self, Date of Execution: 15/01/2025

Admitted by: Self, Date of Admission: 15/01/2025 ,Place: Office

Developer Details:

SI 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
1	Incorporation:XX-XX-2XX3, PAN No.:: ABxxxxxx9K, Aadhaar No Not Provided by UIDAI, Status: Organization,

Representative Details:

Executed by: Representative

0	Name,Address,Photo,Finger	orint and Signature	9	
1	Name	Photo	Finger Print	Signature
	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	ë	Captured	Sayon Roy
	A SAN CONTROL OF CONTR	Jan 15 2025 1:46PM	LTI 15/01/2025	City:- Not Specified, P.O:-

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 KAIL'ASH RAI RADHIKA APARTMENT, SIMULTALA, City:- Not Specified, P.O ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303		Captured	Agest Kumar Rai
, 1000	15/01/2025	15/01/2025	15/01/2025

Trans	fer of property for L	1
SI.No	From	To. with area (Name-Area)
1	Mr BIMAL ROY	RESIDENA HOUSING LLP-4 Dec

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	Plot & Khatian	Details Of Land	Owner name in English
No	Number		as selected by Applicant
L1	LR Plot No:- 79/3416, LR Khatian No:- 6405	Owner:বিষদ রাম . Gurdian:রজিত রাম, Address:নিজ . Classification:১লো. Area:0.04000000 Acre,	Mr BIMAL ROY





Endorsement For Deed Number: I - 230500232 / 2025

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 13:20 hrs on 15-01-2025, at the Office of the A.D.S.R. ASANSOL by Mr BIMAL ROY

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 22,90,908/-

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

Execution is admitted on 15/01/2025 by Mr BIMAL ROY, Son of RANJIT ROY, PURBA PARA, 1 NO. MOHISHILA COLONY, Sector: RAGHUNATH CHAK, P.O: USHAGRAM, Thana: Asansol, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713303, by caste Hindu, by Profession Others

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

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

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

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 12:46PM with Govt. Ref. No: 192024250351417148 on 10-01-2025, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 8654730697456 on 10-01-2025, Head of Account 0030-03-104-001-16

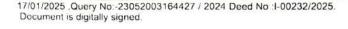
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,060/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 4,560/-

1. Stamp: Type: Impressed, Serial no 2472, Amount: Rs.500.00/-, Date of Purchase: 09/01/2025, Vendor name: P

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/01/2025 12:46PM with Govt. Ref. No: 192024250351417148 on 10-01-2025, Amount Rs: 4,560/-, Bank: SBI EPay (SBIePay), Ref. No. 8654730697456 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



ficate of Registration under section 60 and Rule 69.

gistered in Book - I

olume number 2305-2025, Page from 4822 to 4843 being No 230500232 for the year 2025.





Digitally signed by MANOJ KUMAR MANDAL Date: 2025.01.17 12:12:43 -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.

