প্ৰিমবঙ্গ पश्चिम बंगाल WEST BENGAL

U 920299

Certified that the Endorsement
Sheet's and the Signature Sheet's

attached to this documents are part of the Document.

Addly Dist. Sub-Registrar
Kulti, Paschim Bardhaman

G 6 FEB 2023

UDAIPUR NIRMAN (P) LTD.

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DEVELOPMENT / CONSTRUCTION AGREEMENT

GRN No.

253

19-202223-02821234 91

Query No.

2000257415/2023.

THIS DEED OF AGREEMENT is made on this 6 day of February, 2023.

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क्षिति , देव कार्या प्राप्त के ते ते ते वार्या कि दावार प्राप्त	THE STATE OF
ग्ठाम्म (क्लाज मी विद्वार पो क छि.कम लाम लामिन व्यामानरमान नांवरमन नर ३/४% मान्य प्राचित्र विद्वार प्राचित्र	
मामानामान (हेजाडी वंडेरक भरित्र)	



Addl, Dist. Sub-Registrar Kulti, Paschim Bardhaman

0 6 FEB 2023

(2)

Ravinder Kaly

BY & BETWEEN

RAVINDER KAUR, (PAN No. DMCPK4735B) wife of Sri Ranjit Singh, by faith Sikh, by occupation House wife, by Citizenship Indian, resident of Hanuman Charai, Barakar, P.O.- Barakar, P.S.- Kulti, District Pachim Bardhaman, PIN No.- 713324., hereinafter referred to as "OWNER"/"FIRST PARTY" (which expression shall unless contrary or repugnant to the context include her legal representatives heirs, successors, assigns).

<u>AND</u>

UDAIPUR NIRMAN PVT. LTD., (PAN No. AAACU9836H) a company incorporated under the Companies Act 1956, having its office at 1771 (N), Shankha Apartment, Kumarpur, P.O.- Asansol, P.S.- Asansol (S), Chowki, Sub-Division and Additional District Sub-Registry Office Asansol, District Paschim Bardhaman, PIN No.- 713304., West Bengal, represented by its Directors 1. SRI BHAGWATI AGARWAL, (PAN No. ACTPA1646H) 2. SRI BIMAL AGARWAL, (PAN No. ACSPA4608A) 3. SRI SURESH AGARWAL, (PAN No. ACSPA0510B) AND 4. SRI SUSHIL AGARWAL, (PAN No. ACSPA0508M) all are sons of Bisweswar Lal Agarwal, all are by faith Hindu, by occupation Business, by Citizenship Indian, all are residents of Puranahat Main Road, Burnpur, P.O.- Burnpur, P.S.- Hirapur, Chowki, Sub-Division and Additional District Sub-Registry Office Asansol, District Paschim Bardhaman, PIN No.; 713325, West Bengal, hereinafter referred to as the "DEVELOPER"/"SECOND PARTY" (which expression shall unless contrary or repugnant to the context include their legal representatives heirs, successors-in-office, assigns).

WHEREAS, the property mentioned in the schedule alongwith other properties originally belonged to Surojit Kaur, wife of Gurudeb Singh, who acquired the same by dint of a registered Deed of Sale being No. I-3126 of the year 1968, executed and registered before the Sub - Registrar Asansol from Biseshwar Prasad Diggar.

AND WHEREAS, after acquiring the same said Surojit Kaur gifted her property to the Owner namely Ravinder Kaur, wife of Ranjit Singh Deed of Gift being No. I - 2106 of the year 2006, executed and registered before the A.D.S.R. Office at Asansol.

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AND WHEREAS, after acquiring the "A" schedule land the First Party is in peaceful possession of the same being absolute owner thereof.

AND WHEREAS, the Owner/First Party is desirous of developing the said property as residential cum commercial complex having several independent self contained apartments, flats, office, room, shops, parking space, garage etc. to be possessed independently on ownership basis.

AND WHEREAS, the Developer/Second Party having the necessary experience, expertise and infrastructure in the development of real estate approached the Owner/First Party with an offer for development of the said property as residential-cum-commercial complex which the Owner/First Party accepted and voluntarily agreed on the terms and conditions mutually agreed upon by and between them.

The Parties hereto have agreed to develop the said property by constructing Multi-storeyed buildings thereon with the object of exploiting the same commercially for residential-cum-commercial purpose in accordance with a building plan which is to be sanctioned in the name of the Owner/First Party at the cost and expenses of the Developer/Second Party.

NOW THIS DEED WITNESSETH AS FOLLOWS ARTICLE "I" DEFINITION

THE OWNER: The Owner shall mean **RAVINDER KAUR**, wife of Sri Ranjit Singh, resident of Hanumari Charai, Barakar, P.O.- Barakar, P.S.- Kulti, District Pachim Bardhaman, PIN No.- 713324, unless excluded by or repugnant to the subject by context be deemed to mean and include her heirs, successors, administrators, legal representatives and/or assigns.

THE DEVELOPER:- The Developer shall mean UDAIPUR NIRMAN PVT. LTD. having its office at 1771 (N), Shankha Apartment, Kumarpur, P.O.-Asansol, P.S.- Asansol (S), Chowki, Sub-Division and Additional District Sub-Registry Office Asansol, District Paschim Bardhaman, PIN No.-713304, West Bengal, and unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives, permitted assigns and nominees.

THE PROPERTY: The property shall mean the land called distinguished and/or described and more particularly described in the schedule "A" hereunder written.

THE BUILDING: The building shall mean the building or buildings proposed to be constructed on the said "A" schedule property.

COMMON FACILITIES: Common facilities shall mean and include right to use corridors, hallways, stairways, landings, lift machine room, lift wall, staircases room, passages, lift, sewerage, septic tank, underground water tank/s, parking space and other spaces and facilities whatsoever, required for the uses, enjoyment, maintenance and/or management of the building or buildings or part thereof.

SALEABLE SPACE: Saleable space shall mean the space in the building available for independent use and occupation along with the proportionate share of space defined under common areas and facilities.

OWNER ALLOCATION: Owner's allocation shall mean the saleable space allocable to the Owner in the building in the manner hereinafter provided and more specifically mentioned in the schedule "B" below.

DEVELOPER'S ALLOCATION: Developer's allocation shall mean the saleable space allocable to the Developer in the building in the manner hereinafter provided excluding 'the Owner's allocation and more specifically mentioned in the schedule "C" below.

THE ARCHITECT:- The architect shall mean such person, firm or company as may be appointed by the Developer for designing and planning of the building.

BUILDING PLAN: Building plan would mean such plan or plans to be prepared by the Architect/Engineer and to be sanctioned from AMC for the construction of the building and/or any other plan addition or revised to be sanctioned by the Asansol Municipal Corporation or other appropriate authorities as per Municipal Corporation Law at the cost of the Second Party in the name of the First Party for the construction of the proposed building over the "A" schedule land.

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TRANSFER: Transfer with its grammatical variations shall include a transfer by delivery of possession and by other means adopted for affecting a transfer of space under the law.

TRANSFEREE: Transferee shall mean a person or persons to whom any space in the building can be transferred.

ARTICLE II - OWNERS REPRESENTATION

- 1. That the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
- 2. That none other than Owner have any right, title, interest claim and/or demand whatever and in respect of the said property and/or any portion thereof.
- 3. That entirety of the "A" schedule mentioned property is at present lying vacant and under the occupation of the Owner/First Party and with the execution of this Agreement the First Party doth hereby deliver vacant possession of the said property unto the Second Party i.e. the Developer.
- 4. The said property is free from all mortgages, encumbrances, charges, liens, lis-pendences, attachments, trusts and acquisitions whatsoever and the Owner did not enter into any form of negotiation with any Third Party prior to execution of these present and will not cause any encumbrance during the subsistence of this agreement.

ARTICLE III- DEVELOPER'S REPRESENTATIONS

- 1. The Owner hereby grants exclusive right to the Developer to construct upon and exploit commercially the said property by constructing Multistoried (B+G+6) building/buildings thereon according to the terms, conditions and considerations herein contained as a residential-cumcommercial complex.
- 2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said property or any part thereof to the Developer or as creating any right, title or interest in respect thereof in favour of the Developer save as herein expressly provided and also an exclusive right and irrevocable authority granted to develop and to commercially exploit the same in terms hereof and to deal and to transact freely with its own allocation in the building in the manner hereinafter stated.

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- 3. The Developer shall be at liberty to prepare site plan, floor plan, elevation showing road, boundary wall, entry to building gate along with elevation and perspective views of plot of land according to its convenience as permissible under law relevant there from.
- 4. Section 202 of the act IX of 1872 will be taken into consideration in case of death of the any or all land Owner/First Party.

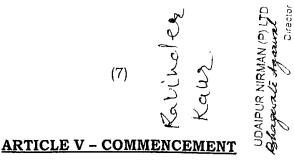
ARTICLE IV - ALLOTMENT

It is also agreed that in lieu of the First Party/Owner's "A" schedule land, the First Party/Owner shall be provided with the "B" schedule property (Owners' Allocation).

Be it specifically settled between the Parties that the First Party shall get her said allotted "B" schedule property complete in all respect as per schedule "D" mentioned hereunder and sum of Rs. 85,00,000/- (Rupees Eighty Five Lakh) only of the Land Owner out of which the Developer on this day paid the sum of Rs. 20,00,000/- (Rupees Twenty Lakh) only to the Land Owner by way of Cheque being No. "084746" of Axis Bank, Asansol Branch, dated 14.12.2022 of Rs. 10,00,000/-(Rupees Ten Lakhs) and Cheque being No. "Q84747" of Axis Bank, Asansol Branch, dated 24.12.2022 of Rs. 10,00,000/- (Rupees Ten Lakhs) and the Land Owner duly acknowledge of the same. The Developer shall pay sum of Rs. 45,00,000/- (Rupees Forty Five Lakh) only within 1(one) month from the date of starting of work or commencement of the project/construction work and shall further pay remaining sum of Rs. 20,00,000/- (Rupees Twenty Lakh) only within 2 (Two) months from the date of completion of the entire project otherwise will pay 18% interest of the amount till the date of payment of money.

That the Second Party/Developer save and except those are to be allotted to the First Party/Owner as per schedule "B" of this Deed mentioned herein above all other remaining properties are to be the property of the Developer with all right to Sell, Mortgage, Gift, Lease etc. alongwith common rights, undivided common share or interest in the "A" schedule land.

Of my Order



- 1. The Agreement shall be deemed to have commenced from registration of this Deed.
- 2. This Agreement shall remain in force for a period of 36 (Thirty Six) months from the date of receiving the duly sanctioned plan from Asansol Municipal Corporation as well as obtaining necessary permissions from other competent authority/authorities whichever is later.

If the Developer/Second Party fails to complete the project within the said period of said 36 (Thirty Six) months subject to force majeure condition then further time of 2 (Two) months as agreed between the Parties will be granted by the Owner/First Party before rescinding the Agreement and the period of 36 (Thirty Six) months is subject of the provisions of Force Majeure.

The developer will submit plan for sanctioning within 3 months from the date of registration of this agreement or the time required for complying with all the necessary Government norms and regulations required for filing/submitting plan for being sanctioned without any unnecessary delay.

It is also agreed that if the Developer fails to deliver the owner's allocated portion within the stipulated period, the Developer shall have to pay damages @18% Per Annum to the Owner in respect of the value of the Owner's allocated area till delivery of possession of the Owner's allocated area.

ARTICLE VI - PROCEDURE

- 1. The Developer shall have building plan(s) prepared as required under the law by a competent and recognized architect/engineer.
- 2. The Owner shall in the name of the Owner but at the cost of the Developer submit all building plan to the Corporation and/or any other appropriate/competent authorities for sanction, permission and/or clearance as may be required.
- 3. The Owner shall at the cost of the Developer submit all such applications to any competent authority under any law or statute as may be required for the purpose of developing the said property as provided herein.
- 4. All applications referred to in clauses (2) & (3) above shall be made in the name of the Owner and the necessary sanctions, permissions and/or clearance(s) shall be obtained in the name of the Owner but shall be retained by the Developer.

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- 5. The Developer shall be responsible to pay all charges towards conversion of the land and also be liable to pay upto date Khajna of the land.
- 6. The Developer shall bear all expenses whatsoever to obtain sanction, permission and/or clearance of the building plan including the cost of preparation of the same, sanction fees and all other expenses as may be necessary with the right to get refund, if any, and the Owner shall no way be liable for the same.
- 7. The Owner will render to the Developer all reasonable assistance and cooperation necessary to apply for and/or clearances mentioned in clauses (2) and (3) above and hereby agrees and assures the Developer to sign and execute such plans, applications and other papers as may be required by the Developer from time to time but the Owner shall have no financial obligation whatsoever of the said purpose.
- 8. That the Owner shall execute a General Power of Attorney in favour of the Developer/Second Party for the purpose of the construction and sale of the Developer's Allocation in respect of the building to be constructed.

ARICLE VII - POSSESSION

- 1. With the execution of this Agreement the Owner shall deliver vacant possession of the property (land with old building thereon) morefully mentioned in schedule "A" below to the Developer for the purpose of development of the same.
- 2. Until the completion of the building, the Developer shall hold possession of the said property on his behalf as well as on behalf of the Owner PROVIDED HOWEVER the Owner and the Developer shall be entitled to deal with their respective allocation as absolute Owner thereof without any interference or disturbance from either side.

ARTICLE VIII - BUILDING

- 1. The Developer shall at its own costs construct/erect and complete in all respect Multi-storied building/buildings to be sanctioned and/or approved by the AMC on the said property within a period of 36 (Thirty Six) months as stated above.
- 2. The design and the nature of the building and the materials to be used shall be according to the specifications to be specified by the Architect/ Engineer to be appointed by the Developer.

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- 3. The building shall be of R.C. construction and shall conform with the specifications morefully described in the schedule "D" hereto annexed.
- 4. The Developer shall also at its own cost install and provide such facilities that may be required to be provided according to the statutory by laws and regulations of the Municipality and/or appropriate authorities.
- 5. The Developer shall be authorized by the Owner to apply for and to obtain temporary and/or permanent water connections, electric connections, telephone, gas connections and for other inputs and facilities as may be necessary for such constructions.
- 6. All costs, charges and expenses for construction of the building including Architect's fees, Engineer's fees, sanction fees etc. shall be paid and discharged by the Developer and the Owner shall have no responsibility whatsoever in this respect.

ARTICLE IX - ALLOCATIONS

- 1. The common and utility arrears shall be controlled by the Developer.
- 2. Either party shall be entitled to sell, transfer, lease and/or otherwise deal with or dispose of their respective allocated portions as they may deem fit and proper.
- 3. That the Developer shall have full right to enter into any or all Agreement with any Third Party or Parties for selling their allocated portion or portions before actual handing over of Owner's allocation.
- 4. That the Owners' share (Owner's allocations) of the entire constructed area has been described in Schedule B' herein below.

ARTICLE X - RATES & TAXES

- 1. On completion of the building, the Parties hereto shall take possession of their respective allocated areas/portions in the building and as from the date shall be responsible to pay and bear the maintenance/service charges for the common facilities in the building.
- 2. The service charges shall include insurance, utility charges, maintenance of mechanical, electrical, sanitary and other equipment's maintenance and general management of the building.
- 3. The Developer in consultation with the Owner and other purchaser/occupier(s) shall frame the scheme for the management, maintenance and administration of the building and all the particulars/occupiers shall abide by all the rules and regulations of such management / administration / maintenance and other schemes.

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ARTICLE XI - COMMON RESTRICTIONS

- 1. The occupiers of the building shall not use or permit the user of their allocated portion in the building or any portion thereof for carrying on any obnoxious, illegal, unlawful and immoral trade or activity, nor permit the use thereof for any purpose, which may cause any nuisance or annoyance or disturbance and/or hazard to the other occupiers of the building and/or to the neighbours. None of the occupiers shall demolish or permit demolition of any of the structure in their allocated portion or any part thereof, or make any structural alterations therein excepting minor additions and alterations.
- 2. The occupiers shall abide by all laws, bye laws, rules and regulations of the Municipality, Government Authorities, local competent authorities, organizations and bodies, as the case be and shall attend to, answer for and be responsible for any deviation, violation, and/or breach of any of the aforesaid mentioned laws, bye laws, rules and regulations in this context.
- 3. The occupiers shall keep their allocated portion in good condition and repair so as not to cause any damage to the building or any part thereof and shall keep the Owners and the other occupier indemnified from and against the consequence of such breach and/or act or commission.
- 4. None of the occupiers shall do or cause or permit any action which may render void or voidable the insurance of the building or any part thereof and shall keep the Owner and other occupiers of the building harmless and indemnified from and against the consequences of such actions.
- 5. No articles and/or other items shall be kept in the areas meant for common use in the building and no hindrance shall be caused in any manner for free movement in the corridors and other common areas of the building.
- 6. None of the occupiers shall create any hindrance to the Developer and/or his agents' at all reasonable times to enter into any portion of the building for the purpose of maintenance cleaning and keeping in order the common facilities including electrical sanitary heating and other systems.

ARTICLE XII- OWNER'S OBLIGATIONS

1. The Owner hereby agreed and covenants with the Developer not to cause any interference or hindrance in the construction of the building at the said property by the Developer if the terms of the Agreement are strictly complied with by the Developer.

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- 2. The Owner hereby agrees and covenants with the Developer not to do any act or deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building or at the said property.
- 3. The Owner hereby agrees and covenants with the Developer not to let out, grant lease, mortgage and/or charge the said property or any portion thereof without consent in writing of the Developer during the period of construction.
- 4. Upon completion of the said building the Developer and the Owner shall have the right to sell/sale theirrespective allocation in the said building. In such instances, the other Party will not make any objection to such sale. Besides this the Owner can also sell his allocated share and in such case the Owner shall execute the Deed of Conveyance and the Developer agreed to be stand as Confirming party.
- 6. The Owner will have to pay income tax or any other taxes for selling of their allocated portion.
- 7. That if in the future the authority concern will grant permission for further vertical erection of the proposed building, in such situation the owner (his heirs and successors) will create further Construction Agreement and Power of Attorney in favour of the Second Party/Developer necessary if any.

ARTICLE XIII - DEVELOPER'S OBLIGATION

- 1. The Developer hereby agrees and covenants with the Owners to complete the construction of the building within 36 months as stated above from the date of obtaining sanctioned plan from the Asansol Municipal Corporation.
- 2. In constructing the said building, the Developer will ensure that there is no violation of any rule of environment pollution and/or sanctity of the locality.
- 3. The Developer will be solely responsible to pay income tax or any other taxes for selling of their allocated "C" schedule property to the third person and the Owner is not liable to pay the same.
- 4. The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefit of this Agreement nor transfer any portion of Owner's allocation.
- 5. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of the Owner's allocated property in the building at the said property.

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- 6. That if the First Party/Owner intend to sell and transfer their allotted portion in that case the Second Party shall execute all such deed or deeds as co-sellers with the Owner or Owners as and when required.
- 7. That the Developer towards construction of building over the "A" schedule property at their own cost will obtain necessary permission from the state of West Bengal under the Provisions of Housing Act and Rules there under.

ARTICLE XIV - OWNERS' INDEMNITY

- 1. The Owner hereby undertakes that the Developer shall be entitled to construct and complete the said building and enjoy their allocated space(s).
- 2. The Owner hereby agrees to indemnify the Developer against all actions, suits, costs and proceedings and claim that may arise out of the Owner's title in the said property.

ARTICLE XV - DEVELOPER'S INDEMNITY

- 1. The Developer hereby undertakes to keep the Owner indemnified against all Third Party claims and actions arising out of any sort of act of omission or commission of the Developer / his men or agents in or relating to the construction of the said building.
- 2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs and proceedings and claims that may arise out of the Developer's actions with regard to the development of the "A" schedule property.

ARTICLE XVI - TITLE DEEDS

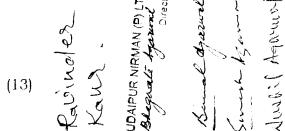
The original title deeds and other title related papers in respect of the "A" schedule property shall remain with the Developer. The Developer in consultation with the subject, to the approval of the Owner, shall prepare such document as would be required in the context of this project.

ARTICLE XVII - MISCELLANEOUS

It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified, may be required to be done by the Developer and/or which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein and the Owner hereby so authorizes so the Developer and the Owner undertakes to execute any such additional power of attorney and/or

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authorization as may be required by the Developer for the purposes. The Owner also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the owner and/or go against the spirit of the Agreement.

Any notice required to be given by the Developer shall, without prejudice to any other mode of service liable, be deemed to have been served on the Owner if delivered by hand or sent by prepaid registered post at the last known address of the owner recorded with the Developer & vies versa.

The Developer is also entitled to get loan from financial institutions for the project in respect of the schedule property.

That it is also agreed between the Parties that the Developer may use any other land adjoining with the "A" schedule mentioned land and is entitled to erect building over the "A" schedule land along with other land as per plan of the A.M.C.

That for enabling the Second Party to raise the said proposed Multi-storied building as well as to enter into any Agreement for Sale and/or to make absolute sale/transfer of the flat/flats/shop/godown/office/garage/parking space etc. (save and except the "B" schedule - Owner's allocated property) the First Party doth hereby empowered the Second Party authorizing him to exercise the following powers for and on behalf of the First Party as Constituted Attorney and a separate Deed of Power of Attorney will be executed to that effect.

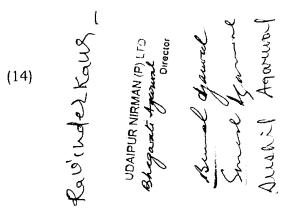
ARTICLE XVIII: FORCE MAJEURE CONDITION

Except under the circumstances hereinafter mentioned there will be no extension of the period for completion of construction of the building by the Developer on the said property.

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent than the performance of the relative obligation is proved by the existence of a force majeure and shall be suspended from the obligation during the duration of the Force Majeure.

Force Majeure condition shall mean and include flood, earthquake, riot, war, pandemic, storm, tempest, civil commotion, strike, lockout/lockdown, stop work notice, court cases, scarcity/non availability of building materials and/or any other act or commission beyond the control of the Parties hereto.

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ARTICLE XIX - JURISDICTION

The court at Asansol alone shall have the jurisdiction to entertain, try and determine all actions, suit and proceedings arising out of these presents between the Parties hereto.

That the Parties are specifically bounded in respect of the covenants made hereinabove.

SCHEDULE "A" (Description of the entire Land)

Within District Paschim Bardhaman, P.S. Kulti, Mouza Barakar, Chowki, Sub - Division Asansol and A.D.S.R. Office at Kulti, J.L. No. 30, C.S. Khatian No. 135, corresponding to R.S. Khatian No. 1270, corresponding to L.R. Khatian No. 5092, C.S. Plot No. 1174, corresponding to R.S. and L.R. Plot No. 1568, Area of Land is 5 Katha or 08 Decimal, Together with 30 years old two storied building thereon being area 2000 sq. ft. out of which 1000 sq. ft. in ground floor and 1000 sq. ft. in first floor thereon with all fittings and fixtures, electric fittings line, connection etc., Ward No. 69 (New)/30 (Old), Holding No. 173, G.T. Road (North), under Asansol Municipal Corporation.

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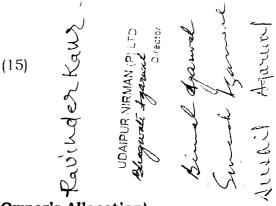
On the West - Property of Sowji,

On the North - Property of others,

On the South - G.T. Road (150 ft. wide),

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SCHEDULE "B" (Owner's Allocation)

In lieu of the Owner's "A" schedule land, the First Party/Owner will be provided with the following properties:-

- 1 (One) Commercial unit having Carpet Area of 650 Sq. Ft. with toilet on the Ground Floor G.T. Road facing, having width of 10 Feet clear from inside on the western side of the proposed building.
- 1 (One) unit of 4 (four) BHK Residential Flat having Carpet Area of 1800 Sq. Ft. on the Third Floor of the building on the front side facing G.T. Road AND
- 1 (One) unit of 1(One) BHK Residential Flat having Carpet Area of 300 Sq. Ft. on the just back of the 4 BHK flat as mentioned herein above.
- 1 (One) 4 (four) wheeler car parking specifically in Basement alongwith all easement and common right and facilities, undivided common share or interest in the "A" schedule land, and 1(one) four wheeler parking space on any other portion of the building with tin shed.

SCHEDULE "C" (Developers allocation)

Save and except those are to be allotted to the First Party/Owner as per schedule "B" of this Deed mentioned herein above all other remaining properties are to be the property of the Developer with all right to Sell, Mortgage, Gift, Lease etc. etc. alongwith common rights, undivided common share or interest in the "A" schedule land and privileges including the entire roof of the top floor to be constructed over the "A" schedule land.

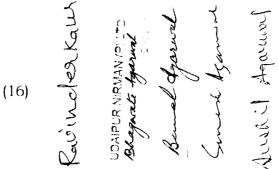
SCHEDULE "D" (Above Referred To)

STRUCTURE: Earthquake Resistant Reinforced concrete farmed structure with Columns, Beam's and slab have been provided. Bricks Masonry walls of thickness 10", 8" & 5" to be provided with cement Mortar Ratio 1:6 & 1:4 respectively.

WALL FINISHING: Finishing of all internal walls and ceiling with Plaster of Paris with Decorative cement paints to all exterior walls of building.

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PAINTS: All wooden and M.S. Grills, Gates shall have one coat of primer with two coats of synthetic enamel paint.

<u>DOORS</u>: All inside doors (Bedrooms, Balcony) will be best quality wood frames fitted flush door with all fitting. Toilets and kitchen with PVC door frames with P.V.C doors will be provided.

WINDOWS: Aluminium sliding and M.S Grills.

FLOORING: All Bed room, Drawing, Dining, Balcony and Kitchen will be laid Vitrified Floor Tiles and Toilet will be laid with Anti skit floor tiles.

KITCHEN: Kitchen will have Anti Skit Floor Tiles and working table with polished Green coloured granite marble. Wall will be provided with glazed tiles up to a height of 2.5 feet on the working table side only. Kitchen will also have a stainless steel sink with two C.P. taps one above & one below sink.

TOILET: Floor with Anti Skit Tiles, Wall will be provided with glazed tiles up to a height of 6 feet. Both toilets will have European Type commode. Two Wash Basin & Shower will be provided. Sanitary wares will be of white coloured. One geyser point in common bathroom. All pipelines shall be PVC pipes of approved dia. and make.

ELECTRICAL: Electricity will be provided by West Bengal State Electricity Board. Individual flats/shop will be provided service line. Electric Meter as per existing rules of the West Bengal State Electricity board on their own responsibility and cost All Electric lines inside the flats will be concealed with copper wires as per specifications. All bed rooms will be provided with two light points, one fan point and one 5 amp plug point. One 15 amp Plug point for one AC Plug point on switch board in master bedroom. Drawing spaces will be provided with two light points, two fan points and one 5 amp power plug point for TV and one 15 amp plug point for refrigerator, in addition to one 5 amp socket point in each switch board. Kitchen will be provided with one light point, one exhaust fan point and one 15 amp. Plug point for use of Mixture / Grinder. Balcony will be provided with one light point. Toilet will be provided with one light point and one exhaust fan point, and one geyser point in common bathrooms. All flats will have a calling bell point beside entrance door.

Original Company

IN WITNESS WHERE OF both Parties named above signed and executed this **DEED OF DEVELOPMENT AGREEMENT** on this 6th February, 2023.

WITNESSES:

1. Tonkey numer khopeste

Sto Sni Knish Komor Klatela

R/O KOIK Kondu- Bazn

POHIS - KULK - DIST

Ravinder Kaur.

Papel Buda 713343(will) Signature of the "OWNER"/"FIRST PARTY"

12 Sogud- Syl

Slo Late Thereor singh.

Address - Hanvamon Charai Baroker

PO - Baraker P. S - Kulti

Dist - Parchimo Burdon - 71330

Signature of the "DEVELOPERS"/"SECOND PARTY"

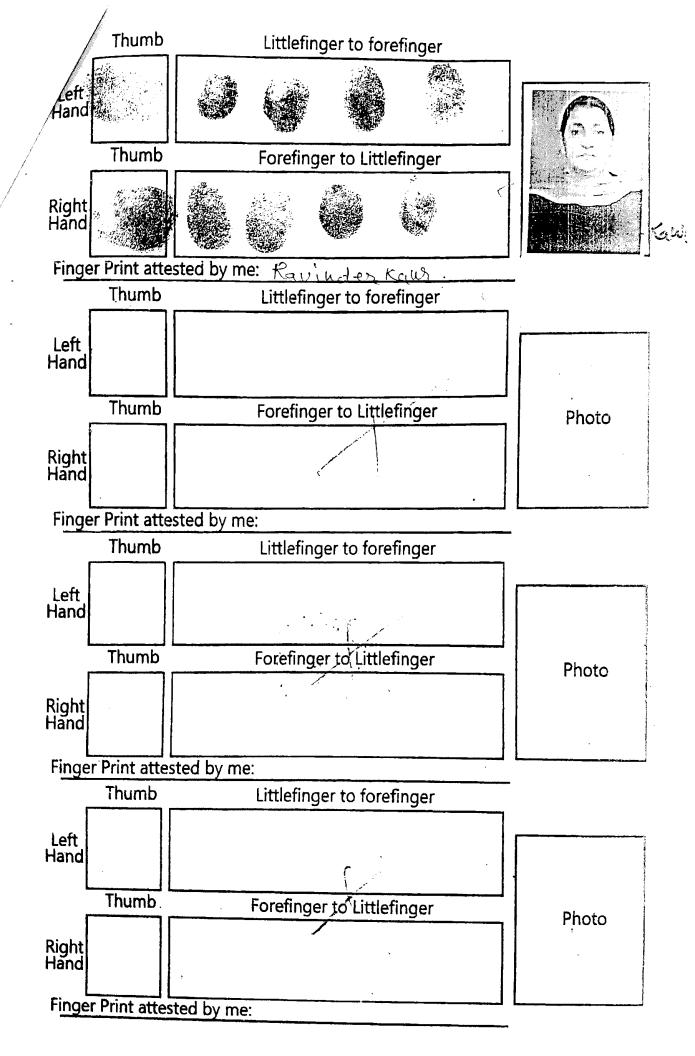
Prepared by me as per instruction of the Parties and read over and explained the content to the Parties & printed in my office.

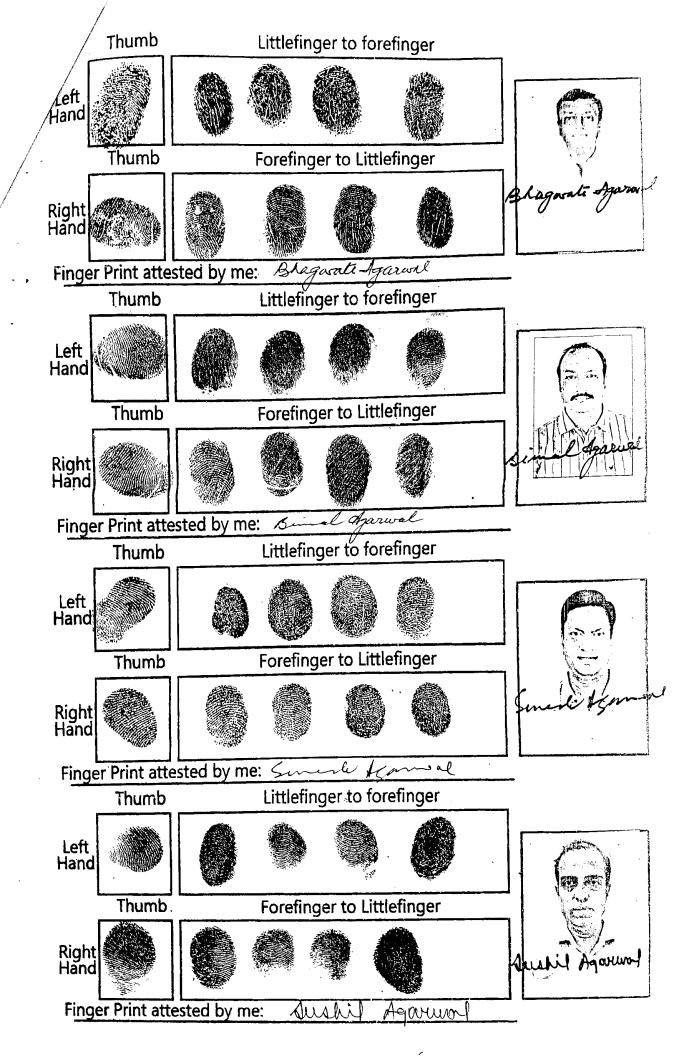
(Ayan Ranjan Mukherjee)

Advocate, Asansol Court.

Enrolment No. WB/1072/2009.

A Sheet containing the finger prints of both hands of the Parties herein along with their self attested photograph is attached with this Deed is to be treated as part of this Deed.







Government of West Bengal GRIPS 2.0 Acknowledgement Receipt **Payment Summary**





GRIPS Payment Detail

GRIPS Payment ID:

050220232028178455

Total Amount:

99042

Bank/Gateway:

HDFC Bank

BRN: Payment Status:

2038132560

Successful

Payment Init. Date:

Payment Init. From:

No of GRN:

Payment Mode:

BRN Date:

Online Payment

05/02/2023 19:48:52

05/02/2023 19:47:41

GRIPS Portal

Depositor Details

Depositor's Name:

AYAN RANJAN MUKHERJEE

Mobile:

9647074140

Payment(GRN) Details

Sl. No.

GRN

Amount (₹)

192022230281784561

Directorate of Registration & Stamp Revenue

99042

Total

99042

IN WORDS:

NINETY NINE THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the



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





GRN	Details	5
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GRN:

192022230282123491

GRN Date:

06/02/2023 09:51:35

BRN:

GRIPS Payment ID:

ant Status: Suggess

Payment Status:

2038544217

060220232028212348

Successful

Payment Mode:

Bank/Gateway:

BRN Date:

Payment Init. Date:

Payment Ref. No:

Online Payment

HDFC Bank

06/02/2023 09:52:56

06/02/2023 09:51:35

2000257415/1/2023

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

AYAN RANJAN MUKHERJEE

Address:

ASANSOL

Mobile:

9647074140

Contact No:

9647074140

Depositor Status:

Advocate

Query No:

2000257415

Applicant's Name:

Shri Ayan Ranjan Mukherjee

Identification No:

2000257415/1/2023

Remarks:

Sale, Development Agreement or Construction agreement

Period From (dd/mm/yyyy):

Period To (dd/mm/yyyy):

06/02/2023 06/02/2023

Payment Details

Sl. No. Payment Ref No

Head of A/C

Description Description

Head of A/C

Amount (₹)

Marin Carlo

6021

1 2000257415/1/2023

Property Registration-Stamp duty

0030-02-103-003-02 0030-03-104-001-16

85021

2 2000257415/1/2023

Property Registration-Registration Fees

Total

91042

IN WORDS:

NINETY ONE THOUSAND FORTY TWO ONLY.

Major Information of the Deed

A PROPERTY AND A PROP	I-2324-00370/2023	Date of
No / Year with Miles	2324-2000257415/2023	Office v
piery Date	31/01/2023 5:03:27 PM	ADSR
- licant Name. Address	Avan Ranian Mukheriee	

Date of Registration	06/02/2023
 Office where deed is reg	
ADSR KULTI, District	Paschim Bardhaman

& Other Details

Ayan Ranjan Mukherjee

Vill.- Chhotodighari,Thana : Asansol, District : Paschim Bardhaman, WEST 8E/4GAL - 713326, Mobile No.: 9647074140, Status : Advocate

Transaction (7.7.7.)		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Proper / Declaration [No of Declaration 1] [4363] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 85,00,000/-]	
Set Forth value	And the second of the second of the second	Market Value	
Set Contrivation		Rs. 50,34,371/-	
or hald(CD)	Service of the servic	Registration Fee Paid	
Stampduty Paid(SD)		Do. 95 021/- (Article:E, E, E,)	
Rs. 7,021/- (Article:48(g))	the applicant for issuing the assement slip. (Urban	
Remarks	Received Rs. 50/- (FIFTY only) from area)	the applicant for issuing the assement slip.(Urban	

District: Paschim Bardhaman, P.S.- Kulti, Municipality: KULTI, Road: G. T. Road Barakar, Mouza: Barakar, JI No: 30,

	Code: 713324				Service Condi	SetForth	/ WILLIAM	Other Details
L1	# IAntifner	LR-5092, (RS:-	Proposed Semi Commerci al Usage	Bastu	5 Katha	ৣ SetForth Value (In Rs.)	35,99,996/-	Width of Approach Road: 150 Ft Adjacent to Metal Road,
	Grand	Total :			8.25Dec	0 /-	35,99,996 /-	and to produce the con-

Structure Details:

Struc	ture Details :	- CTAGIAN	STATE OF THE STATE OF STATE OF	BUTTER CONTROL	Other Details
Sch.	Structure	Area of	Settortn	(In Rs.)	Other Details Structure Type: Structure
, No.+	: :: Details	Structures	0/-	14,34,375/-	Structure Type: Structure
S1	On Land L1	2000 Sq Ft.	0/-	1410 1101 01	

Gr. Floor, Area of floor: 1000 Sq Ft., Semi Commercial Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete

14,34,375 /-0 /-2000 sq ft Total:



ame Address Photo Finger print and Signature

Shri RAVINDER KAUR (Presentant)

Wife of Shri Ranjit Singh Executed by: Self, Date of Execution: 06/02/2023 , Admitted by: Self, Date of Admission: 06/02/2023 ,Place

: Office





Einger Print (# 🚧 🗯

Ravinder Kawy.

06/02/2023

LTI 06/02/2023 HANUMAN CHARAI, BARAKAR, City:- Not Specified, P.O:- Barakar, P.S:-Kulti, District:-Paschiro Bardhaman, West Bengal, India, PIN:- 713324 Sex: Female, By Caste: Sikh, Occupation: House wife, Citizen of: India, PAN No.:: DMxxxxxx5B, Aadhaar No Not Provided by UIDAI, Status

:Individual, Executed by: Self, Date of Execution: 06/02/2023 , Admitted by: Self, Date of Admission: 06/02/2023 ,Place: Office

Developer Details:

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

1771 (N), SHANKHA APARTMENT, KUMARPUR, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim UDAIPUR NIRMAN PVT. LTD. Bardhaman, West Bengal, India, PIN:- 713304, PAN No.:: AAxxxxxx6H, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

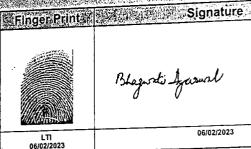
Representative Details:

Name:Address,Photo;Finger print and Signature

Shri BHAGWATI AGARWAL Son of Bisweswar Lal Agarwal Date of Execution -06/02/2023, , Admitted by: Self, Date of Admission: 06/02/2023, Place of

Admission of Execution: Office





Blagarti Garust

06/02/2023

PURANAHAT MAIN ROAD, BURNPUR, City:- Not Specified, P.O:- Burnpur, P.S:-Hirapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713325, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx6H,Aadhaar No Not Provided by UIDAI Status:

Representative, Representative of : UDAIPUR NIRMAN PVT. LTD. (as DIRECTOR)

Shri BIMAL AGARWAL

Son of Bisweswar Lal Agarwal Date of Execution -06/02/2023, , Admitted by: Self, Date of Admission:

06/02/2023, Place of Admission of Execution: Office



Feb 6 2023 2:20PM



Piloto Eloge/Print

Bened Ageneral

PURANAHAT MAIN ROAD, BURNPUR, City:- Not Specified, P.O:- Burnpur, P.S.-Hirapur, District Paschim Bardhaman, West Bengal, India, PIN:- 713325, Sex: Male, By Caste, Hindu, Occupation Business, Citizen of: India, , PAN No.:: ACxxxxxx8A, Aadhaar No Not Provided by UIDAI Status Representative, Representative of : UDAIPUR NIRMAN PVT. LTD. (as DIRECTOR)

3 Name W. Walne Shri SURESH AGARWAL

Son of Bisweswar Lal Agarwal Date of Execution -06/02/2023, , Admitted by: Self, Date of Admission: 06/02/2023, Place of

Admission of Execution: Office

Signature Signature



LTI 06/02/2023

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PURANAHAT MAIN ROAD, BURNPUR, City:- Not Specified, P.O:- Burnpur, P.S:-Hirapur, District Paschim Bardhaman, West Bengal, India, PIN:- 713325, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx0B, Aadhaar No Not Provided by UIDAI Status Representative, Representative of : UDAIPUR NIRMAN PVT. LTD. (as DIRECTOR)

Shri SUSHIL AGARWAL

Son of Bisweswar Lal Agarwal Date of Execution -06/02/2023, , Admitted by: Self, Date of Admission: 06/02/2023, Place of

Admission of Execution: Office

Feb 6 2023 2:22PM



LTI 06/02/2023

4 Namera Print Signature

Sushil Aganus

PURANAHAT MAIN ROAD, BURNPUR, City:- Not Specified, P.O:- Burnpur, P.S:-Hirapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713325, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx8M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of,: UDAIPUR NIRMAN PVT. LTD. (as DIRECTOR)

Identifier Details:

Name : Section 1997 Mr PANKAJ KUMAR **KHATUWALA**

Son of Shri Krishna Kumar Khatuwala KULTI, KENDWA BAZAR, City:- Kulti, P.O:- Kulti, P.S:-Kulti, District:-Paschim Bardhaman, West Bengal, India, PIN:-713343



Finger Print Signature



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06/02/2023

06/02/2023

06/02/2023

Identifier Of Shri RAVINDER KAUR, Shri BHAGWATI AGARWAL, Shri BIMAL AGARWAL, Shri SURESH AGARWAL, Shri SUSHIL AGARWAL

	fer of property for L1	and the second of the second
10	From	To. with area (Name-Area)
	Shri RAVINDER KAUR	UDAIPUR NIRMAN PVT. LTD8.25 Dec
rans	fer of property for \$1%	处元的"这个方式是是是他们的"这个"。
SI.No	From	To. with area (Name-Area)
4	Shri RAVINDER KALIR	LIDAIPUR NIRMAN PVT. LTD -2000 00000000 Sq. Ft

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Kulti, Municipality: KULTI, Road: G. T. Road Barakar, Mouza: Barakar, Jl No: 30.

Pin Code: 713324

Sch.	Aliter banks and the second	Details Of Land	, us co.,
L1	LR Plot No:- 1568, LR Khatian No:- 5092	Owner:রবীন্দর কাউর, Gurdian:রঞ্জিত সিং, Address:বরাকর , Classification:বাস্ত, Area:0.08000000 Acre,	

Endorsement For Deed Number: 1 - 232400370 / 2023

4 06 02 2023 M. Constitution of the constituti

ertificate 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 13:54 hrs on 06-02-2023, at the Office of the A.D.S.R. KULTI by Shri RAVINDER KAUR

Certificate of Market Value (WB PUV) rules of 2001) Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 50,34,371/-

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

Execution is admitted on 06/02/2023 by Shri RAVINDER KAUR, Wife of Shri Ranjit Singh, HANUMAN CHARAI, BARAKAR, P.O: Barakar, Thana: Kulti, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713324, by caste Sikh, by

Indetified by Mr PANKAJ KUMAR KHATUWALA, , , Son of Shri Krishna Kumar Khatuwala, KULTI, KENDWA BAZAR, P.O. Kulti, Thana: Kulti, , City/Town: KULTI, Paschim Bardhaman, WEST BENGAL, India, PIN - 713343, by caste Hindu, by profession Others

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

Execution is admitted on 06-02-2023 by Shri SUSHIL AGARWAL, DIRECTOR, UDAIPUR NIRMAN PVT. LTD., 1771 (N), SHANKHA APARTMENT, KUMARPUR, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman,

Indetified by Mr PANKAJ KUMAR KHATUWALA, , , Son of Shri Krishna Kumar Khatuwala, KULTI, KENDWA BAZAR, P.O. Kulti, Thana: Kulti, , City/Town: KULTI, Paschim Bardhaman, WEST BENGAL, India, PIN - 713343, by caste

Execution is admitted on 06-02-2023 by Shri BHAGWATI AGARWAL, DIRECTOR, UDAIPUR NIRMAN PVT. LTD., 1771 (N), SHANKHA APARTMENT, KUMARPUR, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713304

Indetified by Mr PANKAJ KUMAR KHATUWALA, , , Son of Shri Krishna Kumar Khatuwala, KULTI, KENDWA BAZAR, P.O: Kulti, Thana: Kulti, , City/Town: KULTI, Paschim Bardhaman, WEST BENGAL, India, PIN - 713343, by caste Hindu, by profession Others

Execution is admitted on 06-02-2023 by Shri BIMAL AGARWAL, DIRECTOR, UDAIPUR NIRMAN PVT. LTD., 1771 (N), SHANKHA APARTMENT, KUMARPUR, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman,

Indetified by Mr PANKAJ KUMAR KHATUWALA, , , Son of Shri Krishna Kumar Khatuwala, KULTI, KENDWA BAZAR, P.O: Kulti, Thana: Kulti, , City/Town: KULTi, Paschim Bardhaman, WEST BENGAL, India, PIN - 713343, by caste Hindu, by profession Others

Execution is admitted on 06-02-2023 by Shri SURESH AGARWAL, DIRECTOR, UDAIPUR NIRMAN PVT. LTD., 1771 (N), SHANKHA APARTMENT, KUMARPUR, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713304

Indetified by Mr PANKAJ KUMAR KHATUWALA, , , Son of Shri Krishna Kumar Khatuwala, KULTI, KENDWA BAZAR, P.O: Kulti, Thana: Kulti, , City/Town: KULTI, Paschim Bardhaman, WEST BENGAL, India, PIN - 713343, by caste Hindu, by profession Others Payment of Fees Trans.

Certified that required Registration Fees payable for this document is Rs 85,021.00/- (B = Rs 85,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 85,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/02/2023 9:52AM with Govt. Ref. No: 192022230282123491 on 06-02-2023, Amount Rs: 85,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2038544217 on 06-02-2023, Head of Account 0030-03-104-001-16

infied that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs

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Blaker.

Debasish Sahoo

ADDITIONAL DISTRICT SUB-REGISTRAR

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

Paschim Bardhaman, West Bengai

reate of Registration under section 60 and Rule 69.

Jistered in Book - I

Journal of the Journa



Digitally signed by DEBASISH SAHOO Date: 2023.02.06 14:53:33 +05:30 Reason: Digital Signing of Deed.

Alahora

(Debasish Sahoo) 2023/02/06 02:53:33 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. KULTI West Bengal.

(This document is digitally signed.)