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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

K 620505

It is certified that the Endorsement Sheet's and the Signature Sheet's attached to this document are part of the Document

*[Handwritten Signature]*

Additional District Sub-Registrar  
BURDWAN

14 NOV 2024

*Bijoy Kumar Ghosal*  
*1200yghoshal@gmail.com*  
*Suchand Ghosal*  
*indigent@iccc*  
*Tanay Ghosal*  
*Purnanku Ghosal*  
*Partho Kumar Mukherjee*  
*Shibankar Das*  
*Chanchal Mandal*  
*Ramen Ghosal Tezpur*

**VINAYAK INFRACON**

Partner

**DEVELOPMENT AGREEMENT**

**(RESIDENTIAL CUM COMMERCIAL BUILDING)**

THIS DEVELOPMENT AGREEMENT IS MADE ON 14<sup>TH</sup> Day of November, 2024

**BETWEEN**





*Arup Kumar Ghoshal*  
*Binoy Mukhopadhyay*  
*Arup Kumar Ghoshal*  
*Arup Kumar Ghoshal*  
*Arup Kumar Ghoshal*  
*Tamog Ghoshal*  
*Paripanka Ghoshal*  
*Paripanka Ghoshal*

*Shibendu Das*  
*Chanchal Mandal*  
*Ranen Kopal Tewari*

**VINAYAK INFRACON**

Partner

include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART.**

**WHEREAS** the Schedule mentioned property originally belonged to Sri Binoy Bhusan Mukhopadhyay & 3 Others and they purchased the property from one Mr. Mobararak Hossain and absolute owner and possessor of the said land by way of Regd. Deed of Sale, Vide Sale Deed No. I-1431 for the year 1946, executed on 29-03-1946 and registered at DSR-I Burdwan incorporated in Book-I, Volume No. 23, Pages from 153 to 154, and after such purchased their names duly mutated in B.L & L.R.O Burdwan.

AND WHEREAS subsequently while owning and possessing the said property as the owners and possessors said Binoy Bhusan Mukhopadhyay, Deb Bhusan Mukhopadhyay, Indu Bhusan Mukhopadhyay & Moni Bhusan Mukhopadhyay during their peaceful possession jointly transferred land measuring an area 5 Decimal under CS. Plot No. 481, corresponding R.S. Plot No. 481/4072 corresponding to L.R. Plot No. 1022 in Mouza- Nariin favour of Sri Satyacharan Ghoshal, son of Late Nanda Gopal Ghoshal, by way of Regd. Sale Deed being No. I-3043 for the year 1952, executed on 29-05-1952 and registered in D.S.R-Burdwan on 31-05-1952 and the same was incorporated in Book-I, Vol. No. 39, Page from 7 to 9, and on the same day said Binoy Bhusan Mukhopadhyay & 3 Others, during their peaceful possession jointly transferred land measuring an area 5 Decimal under CS. Plot No. 481, corresponding R.S. Plot No. 481/4072 corresponding L.R. Plot No.1022 in Mouza- Nari in favour of Sri Satyacharan Ghoshal, son of Late Nanda Gopal Ghoshal, by way of Regd. Sale Deed being No. I-3044 for the year 1952, executed on 28-05-1952 and registered in D.S.R.,Burdwan on 31-05-1952 and the same was incorporated in Book-I, Vol. No. 36, Page from 196 to 198,

*Rn*  
*Adv*

AND THEREAFTER while being the sole and absolute owner and possessor in respect of the said property the said Sri Satyacharan Ghoshal, son of Late Nanda Gopal Ghoshal, transferred 5 Decimal of Land of the Schedule mentioned Plot No.481 along with other Property comprising in different Plot Number in favour his wife Durgadasi Debi by

Prityo Chandra  
Aparajita Ghoshal -  
Subhadra Ghoshal -  
Nityanand  
Tanning Ghoshal  
Rajyanka Ghoshal  
Aparajita Ghoshal  
Pradyota Mukherjee -

Shibzanta Das  
Chowdhury Nandini  
Rama Gopal Tewari

VINAYAK INFRACON  
Partners

virtue of a Registered Deed of Settlement being Deed No. I-1145 for 1953 and the same was incorporated in Book No. I, Volume No. 8, Page Nos. 248 to 249, registered at Burdwan Registry Office. Afterwards the said Satyacharan Ghoshal and his wife Durgadasi Debi have together and jointly transferred by way gift the entire 16 Anas interest measuring 10 Decimals of Land in favour their only son Biseshwar Ghosal with absolute Right, Title and Interest as the Owner and Possessor in respect of the entire property by virtue of a Registered Deed of Gift being Deed No. I-7173 for 1959 executed on 17-12-959 and registered in the Office of the DSR, Burdwan and the same was incorporated in Book-I, Volume 64, Page Nos. 206 to 208 and thus said Satyacharan Ghoshal and his wife Durgadasi Debi together and jointly relinquished all right, title and interest in respect of the said property in favour of the said Biseshwar Ghoshal. Subsequently as the absolute owner and possessor the said Biseshwar Ghoshal enjoyed the property for more than 12 years without the intervention of any Third person and afterwards also recorded his name in the RoR and in the Holding Tax Book of Burdwan Municipality as the Raiyat and Holder and Possessor and Owner of the said Property. Subsequently while owning and possessing the said property, he died intestate on 20/11/1994 leaving behind his 5 (Five) sons who inherited the said property as per Hindu Succession Act, 1955 and the aforementioned Owners Nos. 1 to 4 and also now deceased Rajib Lochan Ghoshal and also 2 (Two) Daughters namely Rina Chatterjee and Bakul Mukherjee (now deceased) who jointly and together became the co-owners and possessors in respect of the property having Undivided 1/7th Share, each. Afterwards, the said Bakul Mukherjee died Intestate leaving behind Goutam Mukherjee (Son of said deceased Bakul Mukherjee) and Bubla @ Ankan Mukherjee (Son of said deceased Bakul Mukherjee) being her legal heirs and successors as afore mentioned who all Jointly and together became the owners and possessors in respect of total 1.42 Decimals of undivided land with structure thereon after demise of the said Bakul Mukherjee.

Pradyota Mukherjee

AND WHEREAS subsequently the aforesaid Rajib Lochan Ghoshal and Avay Chand Ghoshal filed one Partition Suit in regard to the First Schedule mentioned property vide Title Suit No. 250 of 2004 before the Hon'ble Court

Rajib Lochan Ghosal  
 Ananya Ghoshal  
 Subhad Ghosal  
 Nityanjanan  
 Tanmoy Ghosal  
 Priyanka Ghosal  
 Ananya Ghoshal  
 Priyanka Mukherjee  
 Shibamko Ghosal  
 Chanchal Howad  
 Ranor Nepal Tascu  
**VINAYAK INFRACON**  
 Partner

of the Civil Judge (Senior Division) at Burdwan which was subsequently decreed on the basis of Compromise on 17/02/2006 at Permanent Lok Adalat, Burdwan by virtue of which the said Mrs. Rina Chatterjee and the said Goutam Mukherjee and said Bubla alias Ankan Mukherjee relinquished their shares in favour of the Owner No. 1 to 4 of this agreement and also in favour of Rajib Lochan Ghoshal absolutely in lieu of Owelty Money and the said Owner No. 1 to 4 of this agreement and said Rajib Lochan Ghoshal subsequently in terms of the Solenama Petition and the Annexed Sketch Map therewith obtained definite and demarcated specific allocation in respect of the FIRST SCHEDULE mentioned property with absolute right, title and interest.

AND WHEREAS afterwards, the said Rajib Lochon Ghoshal died intestate leaving behind Tanmoy Ghosal and Priyanka Ghosal (Daughter of Late Rajib Ghosal @ Rajib Lochon Ghoshal) being the Owner No. 5 to 6 and also Monimala Ghoshal (Widow of Late Rajib Lochon Ghoshal) and Debalina Guha (Married Daughter of Late Rajib Lochon Ghoshal) being his legal heirs and successors as aforementioned who all jointly and together became the owners and possessors in respect of total 1.42 Decimals of undivided land with structure thereon after demise of the said Late Rajib Lochon Ghoshal. Subsequently the said Monimala Ghoshal (Widow of Late Rajib Lochon Ghoshal) and Debalina Guha (Married Daughter of Late Rajib Lochon Ghoshal) gifted their share in favour of the said Tanmoy Ghosal Son of Late Rajib Lochon Ghoshal by virtue of a Registered Deed of Gift being Deed No. 1-06967 for 2009, executed and registered on 31-08-2009 in the Office of the ADSR, Burdwan and the same is remained incorporated in Book No-I, CD Volume No.21, Page Nos. 3744 to 3766, and subsequently the said gift deed was corrected and rectified by virtue of a Deed of Rectification/Declaration being Deed No. IV-12 of 2020, incorporated in Book-IV, Volume No. 0203-2020, page from 740 to 762, registered in the Office of the ADSR, Burdwan and parallelly the said Monimala Ghoshal and Debalina Guha relinquished their entire share in favour the said Tamnoy Ghosal absolutely and perpetually.

Adr -

Bijoy chand  
 Avay Ghoshal  
 Suchand Ghosal  
 Uday chand Ghosal  
 Tanmo Ghosal  
 Priyanka Ghosal  
 @ Avay chand Ghosal  
 @ Priyanka Mukherjee  
 Shoban Das  
 Chanchal Mondal  
 Ramon Gupta  
 Tassu  
**WINAYAK INFRACON**  
 Partner

AND WHEREAS said land owners after such received the said land they became recorded owner and their names in L.R. records of rights incorporated opening separate Khatian and current L.R. Parcha being Khatian Nos. 11688, 11689, 11690, 11691, 11693 & 11694 and their share is specifically mentioned issued by the Government of W.B. and its L.R. Department.

AND WHEREAS the First Party desire to develop the first schedule property by construction of multistoried building up to its maximum limit of floor consisting of so many flats and Car parking space etc as per proposed/approved Plan of Burdwan Municipality but the owners have not the sufficient fund for the Development work and for this reason First Party is in search of a Developer for the said Development Work.

AND WHEREAS the First Party herein has approached the Second Party And whereas the Second Party after considering various aspects of execution of the project and proposals of the Owners, has decided to construct multistoried building upon his/her/their own schedule land consisting of apartments and Flats as per guideline of Real Estate Regulation & Development Act,2016 and Apartment Ownership Act,1972 with the object selling such allocated flats/apartments and Car Parking Spaces to the prospective purchasers and the second Party has accepted the proposal of First Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH and it is mutually agreed by and between the parties hereto as follows:-

**ARTICLE: -1: DEFINITIONS**

1. **LAND OWNERS:** Shall mean the said (1)MR. BIJOY CHAND GHOSAL, Son of Late Bisweswar Ghosal, (2)MR. AVAY GHOSHAL @ AVAY CHAND GHOSHAL, Son of Late Bisweswar Ghosal, (3)MR. SUCHAND GHOSAL, Son of Late Bisweswar Ghosal, (4)MR. UDAY CHAND GHOSHAL, Son of Late Bisweswar Ghosal, (5)MR. TANMOY GHOSAL, Son of Late Rajib Ghosal, (6) MRS. PRIYANKA GHOSAL @ MRS. PRIYANKA MUKHERJEE, Daughter of Late

*Adm*

*Shibsankar Das*  
*Rajib Lochan Ghosal*  
*Anang Mohan Das*  
*Chanchal Mondal*  
*Ranen Gopal Tewari*  
*Tanuj Ghosal*  
*Ranjan Ghosal*  
*Arjun Mukherjee*  
*Shibsankar Das*  
*Chanchal Mondal*  
*Ranen Gopal Tewari*  
**VINAYAK INFRACON**  
**Partner**

RajibLochanGhosal, Wife of Mr. Arun Mukherjeeand includes her heirs, representatives, executors, administrators and assigns.

2. **DEVELOPER/PROMOTOR**: Shall mean the said "VINAYAK INFRACON" [PAN-AAZV1001B], a Partnership Firm having its principle place of business at Saptarshi Park, Sadar Ballav Bhai Patel Road, besides Krishna Marriage Hall, P.O.- Durgapur-06, P.S.- New Township, Dist.-Paschim Bardhaman, W.B, India, Pin-713206, represented by its Partners namely (1) **MR. SHIBSANKAR DAS**, Son of Sri Anang Mohan Das (2) **MR. CHANCHAL MONDAL**, Son of Bhairav Mondal, (3) **MR. RANEN GOPAL TEWARI**, Son of Debasish Tewari, and includes their heirs, representative, executors, administrator and assigns and successors.

1. **PREMISES** : Shall mean the land measuring an area **10 Decimal** situated within **Mouza- Nari**, J.L. No - 70, Holding No.45 under Burdwan Municipality, Municipal Ward No.09, II STD. Building, measuring total 3000 Sq.Ft. out of which 1500 Sq.Ft. on the 1<sup>st</sup> Floor, and 1500 Sq.Ft. on the 2<sup>nd</sup> Floor, Police Station: Burdwan, District- Purba-Bardhaman, Additional District Sub Registration Office-Burdwan, under Burdwan Municipality, Classification of land - Bastu and proposed use for Residential cum Commercial Housing Complex. **A hand Sketch Plan Annexed herewith, which is the part & parcel of this Deed.** Entire Land is described below :-,

Bijoy Chand Ghoshal  
 Avay Ghoshal  
 Suchand Ghosal  
 Tanmoy Ghosal  
 Priyanka Ghosal  
 Priyanka Ghosal  
 Priyanka Mukherjee  
 Shishank Das  
 Chanchal Mondal  
 Ranon Gopal Tewari

VINAYAK INFRACON

Partner

Sl No.	R.S. Plot No.	L.R. Plot No.	L.R. Khatian No.	Land Owner Name	Are Of Land (As Per Decimal)
1.	481/4072	1022	11688	Bijoy Chand Ghoshal	2.00
2.	481/4072	1022	11689	Avay Ghoshal @ Avay Chand Ghoshal	2.00
3.	481/4072	1022	11690	Suchand Ghosal	2.00
4.	481/4072	1022	11691	Uday Chand Ghoshal	2.00
5.	481/4072	1022	11693	Tanmoy Ghosal	1.50
6.	481/4072	1022	11694	Priyanka Ghosal @ Priyanka Mukherjee	0.50

2. **BUILDING** : Shall mean and include the proposed multi storied building up to higher limit as per Sanctioned Building Plan or as may be extended further to be constructed at the said land/holding in accordance with the plan to be sanctioned by the Burdwan Municipality authority or appropriate authority for construction of residential cum commercial Flats/Floors on the said holding which shall include parking spaces in the building if sanctioned.

3. **CO-OWNERS** : Shall means and include all persons who acquired or agree to acquire units/floor/parking space in the building .

4. **COMMON FACILITES AND AMENITIES**: Shall mean and include corridor, stair ways, passage ways, Pump room, Tube-well, Over-head tank, Septic Tank, Sock Well, Water pump and

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P...  
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VINAYAK INFRACON  
Partne-*

Motor and other facilities, which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of building and land there under as per provision of Apartment Ownership Act 1972 and Real Estate Regulation & Development Act, 2016 or mutually agreed upon by the owners of the flats and the developer shall continue to manage and control all affairs until an Association or management committee is formed and take charge of the said building. Provided that the maintenance charges shall be applicable to the land owners till formation of the Association on mutually agreed rate per Sq.Ft.

- 5. **COMMON EXPENSES** : shall include all expenses to be incurred by the co-owners for the maintenance, management and kept of the Building in the sold Holding for common. Further common expenses for installation of Transforma, Genetor, and Roof Shed on the Schedule property.
- 6. **CONSTRUCTED SPACE** : shall means the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 7. **SALEABLE PLACE** : shall means, except the owner's allocation, the space in the new building available for independent use and occupation after making due provisions for common facilities and amenities and the space required thereof.
- 8. **UNDIVIDED SHARE** : shall mean the undivided proportionate share in the land attributable to each flat/unit/parking space comprised in the said Holding and the common portion held by and/or herein agreed to be sold to the respective purchasers and also wherever the context permits.
- 9. **OWNERS' ALLOCATION**:  
Landowners' allocation shall mean the 45 % allocation as mentioned clearly in the Second Schedule below.
- 10. **DEVELOPER'S ALLOCATION**: Shall mean all entire 55 % building including common facilities of the building along with undivided proportionate share of the said "property/premises"

*Adm-*

@ Anand Ghoshal  
 Bijay Mond Ghoshal  
 Anand Ghoshal  
 Anand Ghoshal  
 Anand Ghoshal  
 Taming Ghoshal  
 Paripanka Ghoshal  
 Paripanka Ghoshal  
 Shibananda Das  
 Chanchal Mandal  
 Paripanka Ghoshal  
 VINAYAK INFRACORP  
 Partner

absolutely shall be the property of the Developer except the Landowners' allocation and the right to use thereof in the premises upon construction of the said building as per approved Building Plan of Burdwan Municipality or appropriate authority as the case may be.

11. **ARCHITECT:** shall mean the person who may be appointed by the developer for designing and planning of the said building and obtain the sanction building plan.
12. **BUILDING PLAN :** shall mean the plan/drawings of the proposed multistoried residential cum commercial building to be constructed on the said Municipal Holding No.45 for construction of the New Multi Storied building on the said holding with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities Concerned.
13. **COVERED AREA:** shall mean the plinth area of the said unit/flat/ parking space including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the plinth area of the common portions. Provided that if any wall be common between two units/ flats/ then one half of the area which shall be included in each unit/ flat.
14. **FLAT/ UNIT :** shall mean the flats and/or other space or spaces intended to be built and/or constructed and or covered area capable of being occupied.
15. **TRANSFER:** shall mean its grammatical variations include transfer by possession and title/ or by any other means as may be adopted for effecting what is to be understood transfer of space/build up area in the multistoried building to the purchaser thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 and the Transfer of Property Act.1882
16. **ADVOCATE:** shall mean such person whom the Developer/Owner may appoint to look after the legal affairs relating to the Building Complex
17. **TITLE DEED:** shall mean an includes the following deeds and documents:-

- a) Regd. Deed of Sale, Vide Sale Deed No. I-1431 for the year 1946.
- b) Regd. Deed of Sale, Vide Sale Deed No. I-3043 for the year 1952.

  
 ADV.



Avyashandhastal  
 Pijay chand Ghosal  
 Anayghoshal  
 Subodh Ghosal  
 Mayadhar  
 Tamay Ghosal  
 Paritosh Ghosal  
 Paripatra Mukherjee  
 Subir Ghosal  
 Ananta Ghosal  
 Ananta Ghosal  
 Ananta Ghosal  
 Ananta Ghosal  
 Ananta Ghosal  
 ANAYAK INFRACON  
 Partner

5. There is no suit or proceeding regarding the title of affecting the title of the owners in respect of the said premises or any parts thereof.

**ARTICLE-IV: DEVELOPERS RIGHTS AND OBLIGATIONS**

1. The owners hereby grant subject to what has been hereinafter provided the exclusive rights (except the Landowners' allocation) to the developers to built, construct, erect and complete the said building comprising of various sizes of flats in order to sell the said flat to the intended purchaser/ purchasers for their residential/commercial purpose by entering into an agreement for sale and/or transfer and/or construction in respect of developer's allocation in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modifications made or caused by the developer with the approval of the owners by demolishing the existing old building and by constructing new building thereon.
2. The developers shall be entitled to prepare, modify or alter the plan with approval of the owner and submit the same to the appropriate authority in the name of the owner at its own cost and charges and developer shall pay and bear the expenses required to be paid or deposited for obtaining sanction of the building plan from the appropriate authorities, if required, for construction of building at the premises.
3. The owners shall put the developers into possession of the said premises in terms of this agreements and the developers shall be entitled to deal with the said premises on the terms and conditions here in contents and also in accordance with the power and authorities to be conferred on the developer in accordance with Regd. Development power of attorney specifically for the purpose of development for construction of a new building as contemplated in this presence with power to sale, transfer, lease, late out in respect of the DEVELOPER ALLOCATION ONLY.
4. That the Landowners shall execute a Regd. Development power of attorney in favour of the Developer after execution of Registered Development Agreement.
5. Simultaneously after execution of these presents the developers shall be at liberty to take possession of the premises and hold the same at its discretion for the purpose of said construction.

Adr





@ Joychanda Ghosal  
 Joychanda Ghosal  
 Avay Ghosal  
 Suchand Ghosal  
 Priyanka Ghosal  
 Tanmoy Ghosal  
 Priyanka Ghosal  
 @ Priyanka Mukherjee  
 Shikhand Das  
 Chanchal Mandal  
 Ranen Gupta Testu  
**WINAYAK INFRACON**  
**Partner**

- d) The new building will be constructed at the said premises within **36 months** from the date of received all necessary permission from several authorities along with grace period of **6 months**, which is the essence of this contract.
- e) The aforesaid shall constitute the apartment consideration for grant of exclusive right for development for the said premises.

**ARTICLES-VI: LAND OWNER'S ALLOCATION**

1. That the Owners have requested for 5 (Five) nos. of newly constructed flats and the Developer has been agreed to hand over the 45% built up spaces out of the total sanctioned covered area which will also include numbers of **Flats A in 1st Floor(Sri Bijoy Chand Ghosal)** and another **Flat C on the 1st Floor(Sri Uday Chand Ghosal)** of the newly constructed Building, One numbers of **Flats A in 2nd Floor (Sri Suchand Ghosal)** and **One number of Flat A in 4th Floor(Sri Tanmoy Ghosal & Smt. Priyanka Ghosal@ Priyanka Mukherjee)** of the newly constructed Building and another number of **Flat B in 4th Floor (Sri Avay Chand Ghosal)** of the proposed multi storied building together with undivided proportionate share in land and common parts that will be specifically demarcated mutually after getting sanction plan and by executing separate supplementary agreement. And the advance amount if any agreed by the owners to be adjusted or refund to the developer at the time of final settlement as per their respective allocation and delivery of possession and the owners agree to do so.
2. In consideration of the above the Owner's allocation already mentioned in the Second Schedule below together with proportionate right, title and interest in the said land including common facilities and amenities as per sanctioned plan of BURDWAN MUNICIPALITY or highest concerned authority .
3. The Developer shall also construct erect and complete the said building with entire common facilities and amenities of the building including electric lines fittings, privy tank, over head tank, lift, pump, water line pipe etc.

  
 Adm.

Dr. Anand Prasad  
Rajeev Choudhary  
Anand Prasad  
Rajeev Choudhary  
Anand Prasad

Tammy ahasni  
Rajeev Choudhary  
Rajeev Choudhary

Subramanian Das  
Chowdhury Anand

Rajeev Choudhary

WINAYAK INFRACON

Partner

4. If there is any addition and alteration of the sanctioned plan the developer will be responsible for that and for further submission of Revised plan the necessary costs will be incurred by the Developer.
5. The Developer shall have no right, title and interest whatsoever in the owner's allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities after delivered of their Allocation part in favour of prospective purchasers.

**ARTICLE -VII: DEVELOPER'S ALLOCATION**

In consideration of the above, the developer shall be entitled to get all Flats and Car Parking Spaces, except Land owners' own allocation upon Saleable area in the premises including common facilities and amenities in the entire portion of the saleable space in the building to be constructed including the right to use thereof to be available at the said premises upon construction of the said building after providing for the owner's allocation of flats & Car Parking space will be specifically demarcated after completion of project and by executing separate supplementary agreement and the developer shall be entitled to enter into an agreement for sale and transfer its own name with any transferees for their residential purpose and to receive and collect all money in respect thereof which shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereto that for the purpose entering into such agreement it shall not obligatory on the part of the developer to obtain any further consent of the Land owners and this agreement by itself shall be treated as consent by the owners provided however the developer will not be entitled to deliver possession of Developer's allocation to any of its transferees until the developer shall make over possession of the owners and comply with all other obligation of the developer to the owners his agreement provided that the deeds of transfer of the flats under developer's allocation shall be executed by the owners and developer jointly till the execution of further Development Power of Attorney with selling Rights in favour of the Developer.

Adv.

**ARTICLE-VIII: PROCEDURE**

1. Upon execution of these presents the Landowners shall bound to grant a Development power of Attorney in favour of the partners of the Developer's firm with 15 days from the date of execution of this Development Agreement.

Arvind Kumar

Rajendra Ghoshal

Arvind Ghoshal

Sudesh Ghoshal

Arvind Kumar

Tamara Ghoshal

Rajendra Ghoshal

Arvind Kumar

Shubam Ghoshal

Chandra Ghoshal

Ramesh Ghoshal

VINAYAK INFRACON

Partner

2. Immediately upon the Developer obtaining peaceful possession of the said premises/ vacant land with structure thereon the developer shall be entitled demolish. The existing structure at its Developer's costs and expenses by his contractor and all salvage materials arising there from shall belong to the Developer.
3. That the Developer shall bear the expenses of demolition of old building and also expenses for shifting of the belongings at the rented house of the owners.
4. That as far as necessary all dealings by the developer in respect of the new building shall be in the name of the owner and for which purpose the owner undertake to give the Developer or its nominee or nominees power of Attorney in form and manner as requested by the Developer. It is being understood however that such dealings shall not in any manner fasten or create any financial liabilities upon and against the owner.
5. The owners shall grant to the developer for the purpose of obtaining the Sanctions or all necessary permission and approvals for different authorities in connection with the construction of the building and Electricity and also for pursuing and following up the matter with the Municipality or other appropriate authority or authorities for the purpose of amendment or alteration of the said plan.
6. That in the event executing of any default or delay or refusal on the part of the owner in the deed of conveyance or transfer as the case may be the developer shall as the Constituted Attorney of the owner is entitled to execute the deed of conveyance of transfer for and on behalf of the owner.
7. The Developer is carrying on business as a builder and shall be entitled to enter into agreement for sale of various portion with the various persons intended to own the constructed spaces and for the purpose of proper enjoyment of the Developer's allocation or the persons with whom the Developer shall enter into any agreement for sale of flats/units/and /or other built up areas the Developer shall be entitled to nominate such person or persons for the purpose of obtaining such transfer of the flat/units/parking space and undivided proportionate share in the said premises attributable there to in respect of the Developer's allocation and the owner hereby agree to execute the deed of conveyance or to transfer such undivided proportionate share to the land comprised in the said premises directly in favour of such person or persons it being expressly agreed that the Owners shall not be entitled to claim any further consideration for sale or transfer and this agreement for development



@ Anojchandhan  
 @ Raju Mal Suresh  
 Anojchandhan  
 Sushant Ghoshal  
 Nitya Chhabra  
 Tomy abraham  
 Parvathika Ghoshal  
 @ Parvathika Nudya  
 Shikhandha Das  
 Chandra Khandak  
 Parvathika Nudya  
 MINAYAK INFRACON  
 Partner

Developer's allocation and no further consent shall be required and this agreement by itself shall be covered the consent of the Owners.

5. Both the OWNERS and DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.
6. In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna and also make a Maintaining office of the developer etc. In other words the entire roof right will be developed by the Developers and the Developer shall have and will unconditionally enjoy the right to erect further and future structure on and over the roof after obtaining Sanctioned plan from the competent authority in that case the owners also have a right to claim proportionate share and units/flats/floor as per Land owners Allocation of 45% share as agreed by the Developer on execution of supplementary agreement and power of attorney.
7. The Developer have every right to use & develop the said Schedule property up to its higher limit as per sanction of the competent authorities time to time without any interference or objection of the Landowners.

**ARTICLE-XI: DELIVERY OF POSSESSION**

That the Developer hereby agrees to give possession of the owner's allocation after completion of building in all respect within 36 months or within such extended grace period from the date sanction of the Building plan.

*Adm*

That immediately after completion of the new building the owners shall execute deeds of conveyance with the developer and as per instruction of the developers on the land of such part/parts as shall be required by the Developer in favor of the Developer or its prospective buyers as mention by the Developer.

**ARTICLE-XII: BUILDING**

1. The developers shall at his own cost structure, erect and complete and multi storied building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials of I.S.I specification as may be specified by the architect from time to time and such construction of the building

① Anvishan  
 Joy and Gopal  
 Anvishan  
 Subodh Ghoshal  
 Mayajyoti  
 Tomy Ghoshal  
 Pulpuka Ghoshal  
 ② Pulpuka Mukty  
 Shikha Das  
 Chanchal Ghoshal  
 Pulpuka Ghoshal  
 INAYAK INFRACON  
 Partner

shall be completed entirely by the developers within **36 months** from the date of received all necessary permission from several authorities along with grace period of **6 months**.

2. The developer shall erect the said building at his own cost as per specification and drawings in the sanctioned plan with common amenities and facilities for the flat holders shall be provided as are required and to be provided as residential building, self-contained apartment and constructed space for sale and/or residential flat and/or constructed space therein on ownership basis.
3. The develops shall be authorized in the name of the owners in so far as necessary to apply and obtain quotas, entitlements and other allocation of or for cement, steel, bricks and other building materials allocation to the owner for the construction of the building and to similarly apply for an obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other impute and facilities required for the construction of enjoyment of the building for which purpose the power shall execute in favour of the developer a Development Power of Attorney any other authorities as shall be required by the developers.
4. The developer shall at liberty at its own cost and expenses and without causing any financial or other liability on the owner will construct and complete the building in various unit and/or apartment herein according to the building plan and amendment thereto or modification thereof made or cost to be made by the developer without the consent of the owner in writings.
5. All cost, charges and expenses in respect of the construction of the new building including architect's fees shall be paid discharged and borne by the developer and the owners shall have no liabilities in this context.
6. The developers shall at his own cost will install electricity wiring, water, pipe line, sewage connection in portion of the owner's allocation also include lift in the building the owner shall be liable to contribute only of Electric Meter cost for his own allocation.

### ARTICLES-XIII: COMMON FACILITES

1. The developer shall pay and bear the property taxand other dues and outgoings in respect of this building according to dues as on land from the date of handed over the vacant possession by the owners till as provided hereafter.



@ Anayak Infracon  
 Pooja and Shradha  
 Anayak Infracon  
 Shikha and Gitesh  
 mayank  
 Tamey abbas  
 Parvanka Ghosal  
 @ Parvanka Melgize  
 Shirsanku Das  
 Chouhal Nanda  
 VINAYAK INFRACON  
 Partne

- purchasers and the Developer shall hand over the custody of the said title deeds to the Association formed after complete transfer of Developer's allocation of units/floor/flats/parking space etc.
4. That above named landowners shall bound to give all the materials in favour the said Developer after demolished the said House under below mentioned schedule land.
  5. That the above named landowners who have received the security deposits shall not get possession of flats in owner's allocation part until the said land owners return back the said advances security money in favour of the Developer. The said land owners shall not sale or mortgage of their own land owners allocation part flat till the said landowners return back the said advances money in favour of the said Developer. Be here mention that the land owner who has not received the security deposits is entitled to get possession of the allocated flats without any hinderance.
  6. That if any dispute arises regarding said Project Land as mentioned in the Schedule below after started of construction work; the owner shall bound to remove all problems with their own expenses.

**ARTICLE -XV: DEVELOPERS' OBLIGATION**

Adm

1. The Developer "VINAYAK INFRACON" [PAN-AAZFV1001B], confirms, accepts and assurance the Owner's that She has fully acquainted with, aware of the process/formalities related to similar project in Municipal Area and fully satisfied with the papers /documents related to the ownership, physical measurement of the land and free possession, suitability of the land viability of the said project and will raise no objection with regard and thereto.
2. The developer confirms and assures the owners that they have the enough financial and other resources to meet and comply with all financial and other obligations needed for execution of the total project within schedule time under this agreement and the owners do not have any liability and or responsibility to finance and execute the project or part thereof.
3. That the Developer shall develop and/or construct the said landed property in its own name and account and at its own expenses, expertise in its own right, interest and shall alone be liable and

Aravindhan

By Sri Chandrasekar  
Aravindhan  
Sachin Kumar  
Nitya Chandrasekar

Taming Subramanian  
Purthavika Ghoshal  
Purthavika Mukhyam

Shibendra Das  
Chowdhury Ananda

Ranen Nepal Tewari  
VINAYAK INFRACO

Partners

responsible for the development of the said property, it required then demolishing the existing structures over the said landed property thereon.

4. The Developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision & security of reputed Architect/Planner, authorized/Licensed by appropriate authority. The building Plan should comply with the standard norms of the multistoried buildings including structural design and approval of the local sanctioning authority/municipal/Govt. agencies. Any deviation/variation/alteration/modification from the original approved drawing/plan needs approval of the owners & the Architect before submission to the municipal/appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both the owners and developers. However, basic character of the project consisting of flats/apartment/parking space and common space and common space like garden/water will remain intact unless agreed to by both the owners and Developers.
5. That the Developer shall be responsible for any acts deeds or things done towards any funds collection from one or more prospective buyer of the proposed flats.
6. That the Developer shall not mortgage the Original title Deed or Documents before the any Nationalized Bank or financial Institution in respect of below mentioned schedule properties.
7. That the Developer shall be responsible for complying with the Acts, Rules & Regulation in all matters including constructions of the building according to the sanctioned plan and shall be responsible for complying with all provisions of law that may be in force from time to time and the Owner's shall not be responsible for any infringement of law that may be in force from time to time during the currency of this Agreement and in future. The Owners part shall not be responsible for any accident or damage or loss during the course of the

Adv.

@Aroychandghoshal

Dijoykumar Ghosh

Aroychandghoshal

Susmita Ghoshal

Indira Ghoshal

Tamang Abhishek

Rajyanka Ghoshal

@Rajyanka Nuthyga

Shibankar Das

Chanchal Mandal

Raven Bipul Tewari

VINAYAK INFRACO

Part 1

construction of the proposed building. The second part shall be responsible for any incident or damage or loss during construction work.

8. That the Developer shall complete the Development work/Construction of building/flat at its own cost and expenses within **36 months** from the date of received all necessary permission from several authorities along with grace period of **6 months**. Further more, the Developer shall give completion certificate to each land owners and co-owners within 24 months from the date delivery of possession and transfer of flats/units/car parking etc.
9. That the Developer shall not make Owners responsible for any business loss and/or any damages etc or due to failure on the Developer to correctly construct the Flats and/or to deliver correctly the same to the intending purchasers and in such case the Developer shall have been the entire responsibility and in this event of any loss to the owner for any act, action, inaction of the Developer, owner shall be indemnified by the Developer from all such present and future loss.
10. That the developer shall agree to indemnify the land owner's from the obligation of paying Income tax, sales tax or any other duties levies either by the state GOVT. or Central GOVT. or statutory local authorities from his part which are required to pay for the profit which he derived after selling the flats to the prospective buyer. In case the Developer fails to deliver the possession of the flats to the prospective buyers then the developers himself shall be responsible and answerable for the same. In case for any default in the part of developer and any legal action will take, then the Developer shall personally liable for the said consequences under any circumstances the owner are not responsible for the same.
11. That the Developer shall agree to pay the monthly rents of the owners during the period of construction and completion of building and in case of failure by the Developer, the security deposits will be forfeited.



*Arvind Kumar*  
*Pratibha Ghoshal*  
*Arvind Ghoshal*  
*Soufand Ghoshal*  
*Neelgagan*  
*Tammy Ghoshal*  
*Priyanka Ghoshal*  
*Priyanka Mukherjee*  
*Shibankar Das*  
*Chanchal Kundu*  
*Ronen Ghosal - Texter*

**ARTICLE -XVI: OWNER'S INDEMNITY**

VINAYAK INFRACON

Partner

1. The owners hereby undertakes that the developer shall be entitled to the said construction of the new building and shall enjoy its allotted space without any interference and or disturbance.
2. The owners hereby declare that the owner's has a clear marketable title in respect of the said premises without any claim, right title, interest of any person or persons and the owner's declare that she has good right absolute authority, and power to enter into this agreement with the developer and the owner's hereby also undertake to indemnify and to keep the developer indemnified against any and all other particular claims action and demands whatsoever in respect of title of the property.

**ARTICLE -XVII: DEVELOPER'S INDEMNITY**

1. The developer hereby undertake to keep the owner indemnified against all kinds of claim, damages, compensation, action out of any sort of act of commission the developer and/ or of any other person working it in or related to the construction of the said building at the said premises.
2. The developer hereby undertake to keep the owner indemnified against all suits, proceedings, costs, claims that may arise out of the said premises and/or the matter of construction of the said building and/or for any materials defect, defective construction, delay in delivery of possession, fraud, etc. therein of any nature whatsoever.

**ARTICLE-XVIII: LEGAL PROCEEDING**

- AD*
1. The owners and the developer have entered in to this agreement on principal to principal basis voluntarily and with full knowledge the contract and nothing contained herein shall be deemed to construe as partnership between the developer and the owners but as joint venture between the parties.
  2. It is hereby expressly agreed by and between the parties hereto that it shall be tire responsibility of the developer to defend all suits and proceedings which the owner's shall execute any such additional power of attorney and/or authorization as may required may arise in respect of the development of the said premises at his own cost. The owners hereby undertake to do all such acts, deeds, matters and

Ameychandra Ghoshal

Piyot and Gopal

Ameychandra Ghoshal

Sudhakar Ghoshal

Tammy Ghoshal

Pankaj Ghoshal

Pankaj Ghoshal

Shibankar Das

Chanchal Mandal

Raven Ghosal - Textile

VINAYAK INFRACO

Part 1

other things that may be reasonably required to be done in the matter by the developer for the purpose and the owner's also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe of the rights of the owners and/or go against the spirit of this Agreement.

3. Any notice required to be given by the developer shall without prejudice to another mode of service available demand to have been served on the owners, if delivered to the developer by hand and duly acknowledgement due to the residence of the owner shall likewise be deemed to the have been served on the developer by hand or send by pre-paid Registered post to the Registered Office of the developer.
4. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the owner of the premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in the developer other than an exclusive license to the developer to commercially exploit the same in terms thereof provided however the developer shall be entitle to borrow money from any Bank without creating any financial liability upon the owners and shall not affect the estate and interest in the said premises without the written consent of the Landowner and it is being expressly agreed and understood that in no event the owner or any other estate shall be responsible and/or made liable for payment of any dues of such banks and for that purpose, the developer shall keep the owners' indemnity against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
5. The name of the building shall be as desired by the parties after completion of the proposed building.
6. Both the developer and the Owners shall frame a scheme for the management and administration of the said building and or common parts thereof Owners hereby agree to abide by all the rules and regulations as such management society holding organization do hereby give their consent to abide by the same.
7. The owners undertake and agree to execute and register all conveyance and transfer in favour of the persons with whom the developer enters in to an agreement (the Stamp duty or Registration fees and all other expenses towards the registration will be borne by the intending purchaser).

Adv

Pragyaan Deshpande  
Dijant Road  
Aryabhata  
Jacked Ghosh  
Nitya Ghosh  
Taming Ghosh  
Prayanka Ghosh  
Prayanka Ghosh

Shibanku Das  
Chanchal Mandal  
Ranjan Kopal Tewari  
VINAYAK INFRACON  
Partner

**ARTICLE -XIX: FORCE MAJEURE**

1. The developer shall not be consider to be liable for any obligation hereunder to be extent that the performance of the relevant obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
2. Force majeure shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, Pandemic like COVID-19 or such allied situation, strike and/or other further commission beyond to the reasonable control of the developer.
3. That if any dispute arises in between the Developer and the Owner beyond the force Majeure then time will not be essence of the contract and the owner will not claim any damage for that.

**ARTICLE -XX BREACH & CONSEQUENCE**

Time is the essence of this contract. The owners have every right to cancel and/or rescind this Agreement and Development power of Attorney after **36 Months** and grace period of **6 months from the date of sanction of plan** save and except *force-majeure* and *act of God*, if the Developer shall unable to complete the construction work, or committed any gross violation of the terms and conditions of this agreement the land owners have the right to terminate the agreement on the legal notice and also have liberty to enter into agreement with any other promoter/developer. In such circumstances, Developer shall be liable to pay extra compensation amount per months as stated above and damages arising out of the contract.

That, this Agreement and Development Power of Attorney issued by the land owner's is valid for this particular Project only as per sanction building plan issued by the Authority concern and after completion and delivery of all Flats, Commercial and Car Parking Spaces in favour of prospective purchasers of this Project, this Agreement and Development Power of Attorney shall become inoperative and the Developer shall not be entitled to claim any right and interest from the land owners in any manner whatsoever.

In the event of either Party to this agreement committing breach of any of their obligations under this agreement the aggrieved Party shall be entitled

Bigoj Mond Shakti  
 Avroy Ghoshal  
 Richard Ghoshal  
 Mdyl Ghoshal  
 Tannoy Ghoshal  
 Parvanka Ghoshal  
 Avroy Ghoshal  
 Parvanka Ghoshal  
 Shirsanku Das  
 Chanchal Mondal  
 Ranen Ghosal  
 VINAYAK INFRACON  
 Partner

to specific performance and also to recover damages compensation to make good the loss sustained by the aggrieved Party on account of such breach from the Party committing the breach. In the event of the developer not commencing construction of the new building upon expiry of the said stipulated and also to recover damages compensation to make good the loss sustained by the aggrieved Party on account of such breach from the Party committing the breach.

**ARTICLE-XVI: JURISDICTION**

The Court at Burdwan, Purba Bardhaman shall have the jurisdiction to try and entertain all actions, suits proceedings arising out of this agreement.

**ARTICLE -XVII: ARBITRATION**

If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and condition herein contained or touching these presents or determination of any liability of any of the parties under this agreement. The Parties to the agreement will try utmost among themselves to solve amicably the dispute or problem and will take the last recourse to refer the disputes before the sole arbitrator appointed by the parties of their choice for adjudication of the disputes and in case of appointment of sole arbitrator by one party shall give notice of appointment to the other party and the disputes will be adjudicated as per provisions of Arbitration & Conciliation Act, 1996 (Amended in 2015) and the place of arbitration shall be at Burdwan Town and the parties herein further agreed that all disputes will come under the jurisdiction of The Court at Burdwan, Purba Bardhaman as stated above.

**FIRST SCHEDULED ABOVE REFERRED TO  
DESCRIPTION OF LAND**

**ALL THAT** piece and parcel of total Bastu Land measuring an area of **10 Decimal** situated within Mouza-Nari, J.L. No. 70, Classification of land – Bastu, Ward No.09, Municipal Holding No.45, II STD. Building, measuring total 3000 Sq.Ft. out of which 1500 Sq.Ft. on the 1<sup>st</sup> Floor, and 1500 Sq.Ft. on the 2<sup>nd</sup> Floor, under Burdwan Municipality, Police Station: Burdwan, District- Purba-Bardhaman, Additional District Sub-Registration Office- Bardwan, under Bardwan Municipality, and proposed use for Residential cum Commercial Housing Complex, **A hand Sketch Plan Annexed**

Adm

Bijoy Chand Ghosal  
 Avay Ghoshal  
 Suchand Ghosal  
 Tanmoy Ghosal  
 Priyanka Ghosal  
 Suchand Ghosal  
 Priyanka Mukherjee  
 Shibram Chandra  
 Chanchal Konar  
 Konar Kopal Teasari  
 VINAYAK INFRACON  
 Partner

herewith, which is the part & parcel of this Deed. Entire Land is described below :-,

Sl No.	R.S. Plot No.	L.R. Plot No.	L.R. Khatian No.	Land Owner Name	Are Of Land (As Per Decimal)
1.	481/4072	1022	11688	Bijoy Chand Ghoshal	2.00
2.	481/4072	1022	11689	Avay Ghoshal @ Avay Chand Ghoshal	2.00
3.	481/4072	1022	11690	Suchand Ghosal	2.00
4.	481/4072	1022	11691	Uday Chand Ghoshal	2.00
5.	481/4072	1022	11693	Tanmoy Ghosal	1.50
6.	481/4072	1022	11694	Priyanka Ghosal @ Priyanka Mukherjee	0.50

Butted and bounded by:-

ON THE NORTH : 49 Feet Wide Metal Road (Old Kalna Road );

ON THE SOUTH : Property of Rajendra Konar;

ON THE EAST : Saraswati Sishu Mandir;

ON THE WEST : 9 Feet 4 Inches Wide Common Passage.

  
 Adv.

@ Anand Ghoshal  
 Bijoy Chand Ghoshal  
 Avay Ghoshal  
 Suchand Ghosal  
 Tanmoy Ghosal  
 Priyanka Ghosal  
 @ Priyanka Mukherjee  
 Shikanta Das  
 Chanchal Mondal  
 Ravi Kishore Tewari

VINAYAK INFRACON

Partner

**SECOND SCHEDULE ABOVE REFERRED TO  
(LAND OWNER'S ALLOCATION)**

LAND OWNERS	ALLOCATION
	Landowners Will get 45% (Forty Five) percent of Salable area including Parking space at the time of delivery of Land owner's Allocation Flats & Car Parking spaces along with Security deposit amount of Rs.12,00,000/- (Rupees Twelve Lakh) only, which will be refundable at the time of handover of Landowner's Allocation in favour of the Land owners and forfeiture of the same in case of failure of payment of monthly rent. The Following Land owners received the said advance amount as security deposit :-
Bijoy Chand Ghoshal	Amount of Rs.1,00,000/-, by way of Cheque of HDFC Bank, vide Cheque No.000237 dated 13-11-2024
Avay Ghoshal @ Avay Chand Ghoshal	Amount of Rs.1,00,000/-, by way of Cheque of HDFC Bank, vide Cheque No.000234 dated 13-11-2024
Suchand Ghosal	Amount of Rs.8,00,000/-, by way of Cheque of HDFC Bank, vide Cheque No.000235 dated 13-11-2024
Uday Chand Ghoshal	Nil
Tanmoy Ghosal	Amount of Rs.1,00,000/-, by way of Cheque of HDFC Bank, vide Cheque No.000233 dated 13-11-2024
Priyanka Ghosal @Priyanka Mukherjee	Amount of Rs.1,00,000/- by way of Cheque of HDFC Bank, vide Cheque No.000236 dated 13-11-2024

Adm

@ Anoopkondhaskhal

Bijoy Khand Ghosal

Anoopkhal

Jeehandy Ghosal

N. Jayaraman

Taming Ghosal

Painyanka Ghosal

@ Painyanka Mukherjee

Shibank or Das.

Shanchul Mondal

Ranen Gopal Teelak

VINAYAK INFRACON

Partner

**THIRD SCHEDULE ABOVE REFERRED TO  
(DEVELOPER'S ALLOCATION)**

Shall mean all entire 55 % building including common facilities of the building along with undivided proportionate share of the said "property/premises" absolutely shall be the property of the Developer except the Landowners' allocation and the right to use thereof in the premises upon construction of the said building as per approved Building Plan of BURDWAN MUNICIPALITY.

**I.S.I. SPECIFICATIONS**

<b>STEEL</b>	: SAIL/TATA/JSW STEEL
<b>STRUCTURAL</b>	: As Specified by our Engineer.
<b>BRICKS</b>	: Red Bricks First Class
<b>CEMENT</b>	: Nuvoco/JSW Cement
<b>WATER SUPPLY</b>	: Overhead Tank on the Roof
<b>WALLS</b>	: Conventional brickwork of 200mm (Out Side), 125mm (in side).
<b>WALL FINISH</b>	: Interior - Plaster of Paris/Wall Putty Exterior - Combination of weather cote.(Asian Paints/ Berger/ Nerolac)
<b>FLOORING</b>	: Vitriified Tiles with anti skit bath Room, Living-cum-Dining, and Kitchen.
<b>KITCHEN</b>	: Kitchen platform made of Granite. Glazed tiles, up to the height of three feet from the platform. Stainless steel sinks.

Bigy and Gireel  
Aroyghabhal  
Aachond Ghorel  
Aghyeshman

Tammy Ghosad  
Paryouka Ghosad  
Aroychondghabhal  
Paryouka Hutyager  
Shibankar Ba  
Choudhury Mondal  
Raven Gopal Teerpu

VINAYAK INFRACO

Partne

<b>TOILET</b>	: Anti skit tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 6 Feet. Hindustan/Hind ware/ paryware sanitary fittings and ISI Mark/ CP fittings (as per supply) with a mirror, and one western type commode, one Indian/Italian type commode. Concealed plumbing and pipe work, Provision of geyser point.
<b>DRAINAGE SYSTEM</b>	: That the Developer shall provide proper drainage system.
<b>DOORS</b>	: Door frame made of Wood. Front Decorative Panel Door Flush Solid core/Panel doors and PVC Door in Toilet, Locks of Stainless steel.
<b>WINDOWS</b>	: Aluminum Sliding door.
<b>WIRING</b>	: Havells/Finolex Standard concealed wiring for electricity. Average six points in each room including two nos. Two points for AC and Geyser. Television point at extra costs. Switches belonging to superior brands. C.C. Cameras.
<b>ELECTRIC</b>	: Individual electric connection by own cost from W.B.S.E.D.C.L.* along with complete DG setup/Power back setup
<b>OTHER</b>	: MS grill in balcony and stair case.
<b>COMMON SPACE</b>	: Tiles
<b>ROAD</b>	: Jindal
<b>LIFT</b>	: Royal

Adv.

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of the LANDOWNERS and DEVELOPER are attested in additional pages in this deed and the same are treated as part and parcel of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the Land Owners and Developer on this

14<sup>th</sup> Day of November, 2024 in presence of:

WITNESSES:

- 1) Sampa Ghosal  
W/o Swapnadip Ghosal  
Add 45 Kalua Road Bardhaman  
Post and P.S Bardhaman  
Dist Purba Bardhaman  
PIN - 713101

- 2) Mita GHOSAL  
W/o Udaychand Ghosal  
45. Kalua Road,  
P.O. & P.S. Burdwan,  
Dist. Purba - Bardhaman  
PIN - 713101 (W-3)

Bijay Chand Ghosal  
Aroy Ghosal @ Aroychandra Ghosal  
Subodh Ghosal  
Tanya Ghosal  
Priyanka Ghosal  
@ Priyanka Mukherjee

Signature of Land Owners

Charuchand Mondal  
Shibankar Das  
Ranen Gopal Tealder

VINAYAK INFRACON

Partner

Signature & Seal of the Developer

Drafted and Typed at my office & I read over & Explained in  
Mother languages to all parties to this deed and all of them admit  
that the same has been correctly written as per their instruction

Ravi Kumar Shaw

RAVI KUMAR SHAW  
(Advocate/Treasurer)  
Burdwan Bar Association  
Enrollment No. WB/642/2006

THE RED COLOURED BORDERED LAND SITUATED AT DIST - BURDWAN (NOW PURBA BURDWAN), P.S - BURDWAN, UNDER B.L.R.O. BURDWAN - 1 OFFICE, MOUZA - NARI, J.L. NO - 70, CLASS - BASTU, COMPRISING IN C.S. PLOT NO - 481, APPERTAINING TO C.S. KHATIAN NO - 541, R.S. PLOT NO - 481 / 4072, APPERTAINING TO R.S. KHATIAN NO - 541, PRESENTLY COMPRISING IN L.R. PLOT NO - 1022, PRESENTLY APPERTAINING TO L.R. KHATIA - NO - 11688, 11689, 11690, 11691, 11693 AND 11694, MEASURING 3000 SQ.FT. (1500 SQ.FT. IN EACH FLOOR) SITUATED WITHIN BURDWAN MUNICIPALITY AT WARD NO - 09, HOLDING NO - 45, IS HEREBY GIVEN FOR DEVELOPMENT TO "VINAYAK INFRACON A PARTNERSHIP FIRM" (A PROPRIETORSHIP BUSINESS CONCERN) HAVING ITS REGD. OFFICE CUM PLACE OF BUSINESS AT SAPTARSHI PARK, DURGAPUR, DIST - PASCHIM BARDHAMAN BEING REPRESENTED BY ITS PROPRIETOR NAMELY (1) CHANCHAL MONDAL, (2) SHIBSANKAR DAS, (3) RANEN GOPAL TEWARI.

SITE PLAN  
SCALE 1:200

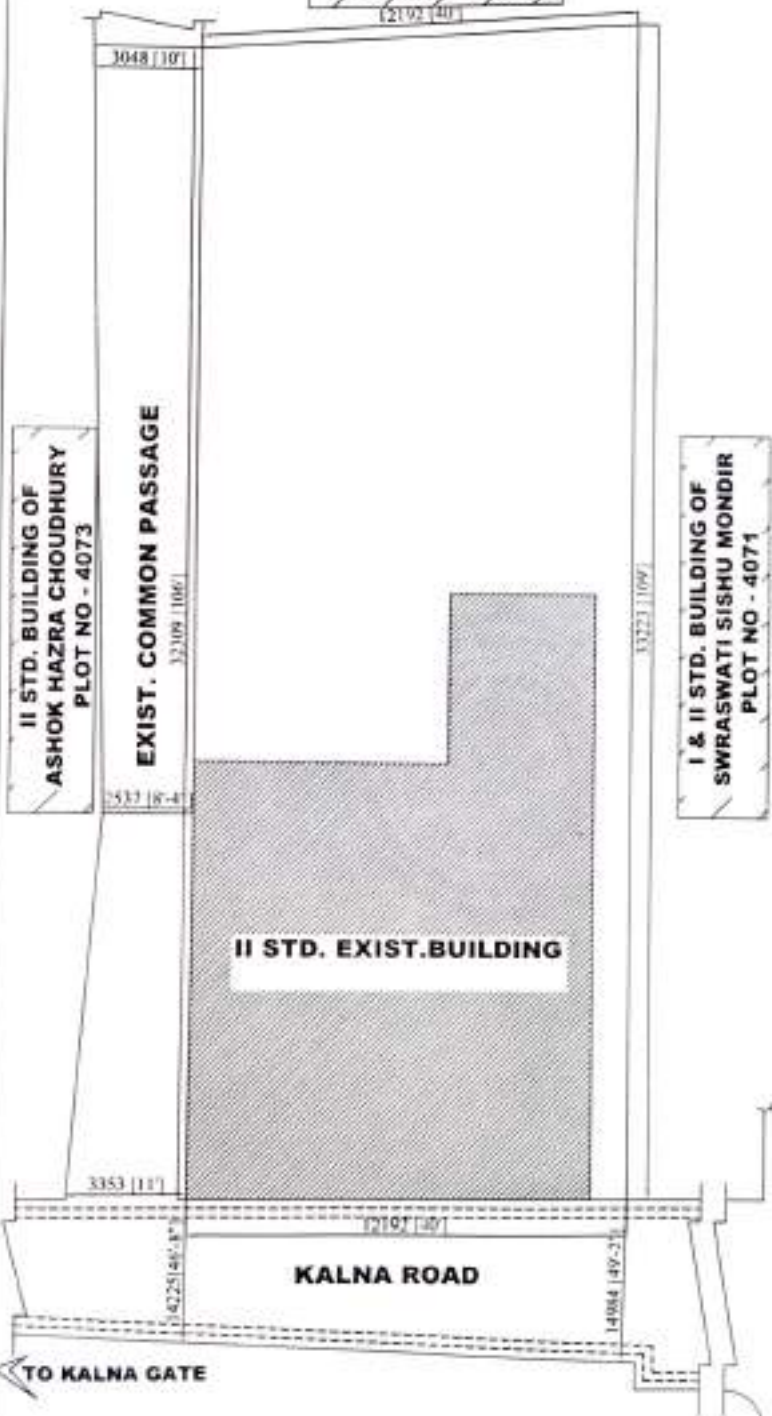


AREA OF LAND = 399.48 SQM.(4300 SFT.)  
NATURE OF LAND - BASTU  
ALL DIMENSIONS IN MILLIMETERS

SIGNIFICANCE	
OWNER LAND SHOWN IN COLOUR -	
EXIST. CON. SHOWN IN COLOUR -	

II STD. BUILDING OF  
RAJENDRA KONAR  
PLOT NO - 4074  
(21.92 | 14.01)

- Bijoy chand Ghosal
- Aroy chand Ghosal
- Shefali Ghosal
- Rajendra Konar
- Tanmay Ghosal
- Priyanka Ghosal
- Aroy chand Ghosal
- Priyanka Mukherjee




SIG. OF OWNER

Shibsankar Das  
Chanchal Mondal  
Ranen Gopal Tewari  
VINAYAK INFRACON

Partner  
SIG. OF DEVELOPER

Sunirmal Bandyopadhyay  
Registration No. - BDA/LBS-023-2470  
Under Burdwan Development Authority  
Mob. No. - 9232696644  
DRAWN BY








10 FINGER IMPRESSION OF VENDOR /LAND OWNER

Thumb (Left hand)	Index	Middle	Ring		Little
					
Little	Ring	Middle	Index		Thumb (Right hand)
					



Signature Bijoy Chand. Ghosal



Thumb (Left hand)	Index	Middle	Ring	Little
				
Little	Ring	Middle	Index	Thumb (Right hand)
				












Signature A. V. Ghoshal

Signature Aroyghoshal. & Aroychandghoshal.










10 FINGER IMPRESSION OF VENDOR / LAND OWNER

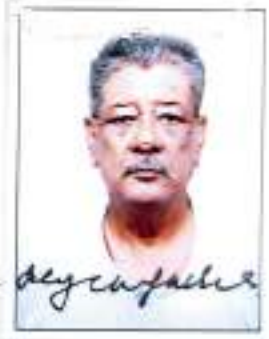
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Little	Ring	Middle	Index		Thumb (Right hand)
					



*Arvind Ghoshal*

Signature *Arvind Ghoshal*

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Little	Ring	Middle	Index	Thumb (Right hand)
				













*Arvind Ghoshal*

Signature *Arvind Ghoshal*



10 FINGER IMPRESSION OF VENDOR /LAND OWNER

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Little	Ring	Middle	Index		Thumb (Right hand)
					



Tannoy Ghosal

Signature Tannoy Ghosal











Thumb (Left hand)	Index	Middle	Ring	Little
				
Little	Ring	Middle	Index	Thumb(Right hand)
				



Priyanka Ghosal











Signature Priyanka Ghosal & Priyanka Mukherjee

10 FINGER IMPRESSION OF VENDOR /LAND OWNER/ DEVELOPER

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Little	Ring	Middle	Index		Thumb (Right hand)
					














Signature ..... Shibank Das .....

Thumb (Left hand)	Index	Middle	Ring	Little
				
Little	Ring	Middle	Index	Thumb (Right hand)
				



Signature ..... Chanchal Mandal .....

# 10 FINGER IMPRESSION OF VENDOR /LAND OWNER

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					 <i>Ramesh Gopal Talsani</i>
Little	Ring	Middle	Index		
					

Signature ..... *Ramesh Gopal Talsani* .....











Thumb (Left hand)	Index	Middle	Ring	Little
Little	Ring	Middle	Index	Thumb(Right hand)

Signature .....

10 FINGER IMPRESSION OF VENDOR /LAND OWNER

Thumb (Left hand)	Index	Middle	Ring		Little
Little	Ring	Middle	Index		Thumb (Right hand)

Signature .....

Thumb (Left hand)	Index	Middle	Ring	Little
				
Little	Ring	Middle	Index	Thumb(Right hand)
				



Signature ... Sampa Ghosal .....

### Major Information of the Deed

Deed No :	I-0203-07413/2024	Date of Registration	14/11/2024
Query No / Year	0203-2002870882/2024	Office where deed is registered	
Query Date	12/11/2024 4:33:35 PM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	RAVI KUMAR SHAW Alamganj Tarikmahal, Thana : Bardhaman District : Purba Bardhaman, WEST BENGAL, PIN - 713102, Mobile No. : 9332300990, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4311] Other than Immovable Property, Receipt [Rs : 22,80,000/-]	
Set Forth value		Market Value	
		Rs. 1,21,93,750/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,001/- (Article:48(g))		Rs. 22,807/- (Article:E, B)	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

#### Land Details :



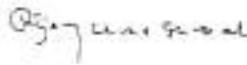


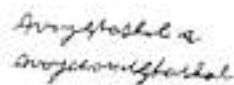
District: Purba Bardhaman, P.S.- Barddhaman, Municipality: BURDWAN, Road: Kaina Old Road, Mouza: Nari, , Ward No: 9 JI No: 70, Pin Code : 713101



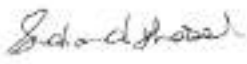


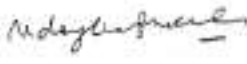



Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1022 (RS - )	LR-11688	Semi-Commercial	Bastu	2 Dec		20,00,000/-	Width of Approach Road: 49 Ft., Adjacent to Metal Road,
L2	LR-1022 (RS - )	LR-11689	Semi-Commercial	Bastu	2 Dec		20,00,000/-	Width of Approach Road: 49 Ft., Adjacent to Metal Road,
L3	LR-1022 (RS - )	LR-11690	Semi-Commercial	Bastu	2 Dec		20,00,000/-	Width of Approach Road: 49 Ft., Adjacent to Metal Road,
L4	LR-1022 (RS - )	LR-11691	Semi-Commercial	Bastu	2 Dec		20,00,000/-	Width of Approach Road: 49 Ft., Adjacent to Metal Road,
L5	LR-1022 (RS - )	LR-11693	Semi-Commercial	Bastu	1.5 Dec		15,00,000/-	Width of Approach Road: 49 Ft., Adjacent to Metal Road,
L6	LR-1022 (RS - )	LR-11694	Semi-Commercial	Bastu	0.5 Dec		5,00,000/-	Width of Approach Road: 49 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>10Dec</b>	<b>0/-</b>	<b>100,00,000/-</b>	
		<b>Grand Total :</b>			<b>10Dec</b>	<b>0/-</b>	<b>100,00,000/-</b>	

**Structure Details :**



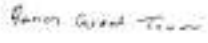
Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
On Land L1, L2, L3, L4, L5, L6	3000 Sq Ft.	0/-	21,93,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete				
Floor No: 1, Area of floor : 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete				
<b>Total :</b>	<b>3000 sq ft</b>	<b>0 /-</b>	<b>21,93,750 /-</b>	

**Land Lord Details :**

Sl No	Name, Address, Photo, Finger print and Signature			
1	<b>Name</b> <b>Mr BIJOY CHAND GHOSAL (Presentant )</b> Son of Late BISWESWAR GHOSAL Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office	 141112024	 LTI 141112024 Captured	<b>Signature</b>  141112024
45 KALNA ROAD BADAMTALA, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth: XX-XX-1XX4 , PAN No.: CHxxxxxx9E, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office				
2	<b>Name</b> <b>Mr AVAY GHOSHAL, (Alias: Mr AVAY CHAND GHOSAL)</b> Son of Late BISWESWAR GHOSAL Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office	 141112024	 LTI 141112024 Captured	<b>Signature</b>  141112024
45 KALNA ROAD BADAMTALA, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth: XX-XX-1XX7 , PAN No.: AWxxxxxx1K, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office				

	Name	Photo	Finger Print	Signature
	<b>Mr SUCHAND GHOSAL</b> Son of Late BISWESWAR GHOSAL Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office	 <small>14/11/2024</small>	 <small>LT</small> <small>14/11/2024</small>	 <small>14/11/2024</small>
	45 KALNA ROAD BADAMTALA, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX2 , PAN No.:: AWxxxxxx4G,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office			
4	<b>Mr UDAY CHAND GHOSHAL</b> Son of Late BISWESWAR GHOSAL Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office	 <small>14/11/2024</small>	 <small>LT</small> <small>14/11/2024</small>	 <small>14/11/2024</small>
	45 KALNA ROAD BADAMTALA, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX6 , PAN No.:: ADxxxxxx0N,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office			
5	<b>Mr TANMOY GHOSAL</b> Son of Late RAJIB GHOSAL Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office	 <small>14/11/2024</small>	 <small>LT</small> <small>14/11/2024</small>	 <small>14/11/2024</small>
	45 KALNA ROAD BADAMTALA, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.:: BDxxxxxx1J,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office			

SHI ARABINDA PALLY DURGAPUR, City:- , P.O:- DURGAPUR, P.S:-Coke Oven, District:-Paschim  
 rdhaman, West Bengal, India, PIN:- 713201, Sex: Male, By Caste: Hindu, Occupation: Business,  
 tizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: CNxxxxxx6M,Aadhaar No Not Provided by  
 IDAI Status : Representative, Representative of : VINAYAK INFRACON (as PARTNER)

Name	Photo	Finger Print	Signature
<b>Mr RANEN GOPAL TEWARI</b> Son of Mr DEBASISH TEWARI Date of Execution - 14/11/2024, , Admitted by: Self, Date of Admission: 14/11/2024, Place of Admission of Execution: Office	 <small>Nov 14 2024 1:57PM</small>	 <small>LT1 14/11/2024</small>	 <small>14/11/2024</small>
<b>RAJBANDH BANKALI TALA</b> , City:- Durgapur, P.O:- DURGAPUR, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.:: AFxxxxxx7G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : VINAYAK INFRACON (as PARTNER)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>SAMPA GHOSAL</b> Wife of Mr SWAPNADEEP GHOSAL 45 KALNA ROAD, City- Burdwan, P.O:- BURDWAN, P.S.-Bardhaman . Ostrict:-Purba Bardhaman, West Bengal, India, PIN - 713101	 <small>14/11/2024</small>	 <small>14/11/2024</small>	 <small>14/11/2024</small>
Identifier Of Mr BIJOY CHAND GHOSAL, Mr AVAY GHOSHAL, Mr SUCHAND GHOSAL, Mr UDAY CHAND GHOSHAL, Mr TANMOY GHOSAL, Mrs PRIYANKA GHOSAL, Mr SHIB SANKAR DAS, Mr CHANCHAL MONDAL, Mr RANEN GOPAL TEWARI			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
	Mr BIJOY CHAND GHOSAL	VINAYAK INFRACON-2 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
	Mr AVAY GHOSHAL	VINAYAK INFRACON-2 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr SUCHAND GHOSAL	VINAYAK INFRACON-2 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr UDAY CHAND GHOSHAL	VINAYAK INFRACON-2 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mr TANMOY GHOSAL	VINAYAK INFRACON-1.5 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Mrs PRIYANKA GHOSAL	VINAYAK INFRACON-0.5 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr BIJOY CHAND GHOSAL	VINAYAK INFRACON-500.00000000 Sq Ft
2	Mr AVAY GHOSHAL	VINAYAK INFRACON-500.00000000 Sq Ft
3	Mr SUCHAND GHOSAL	VINAYAK INFRACON-500.00000000 Sq Ft
4	Mr UDAY CHAND GHOSHAL	VINAYAK INFRACON-500.00000000 Sq Ft
5	Mr TANMOY GHOSAL	VINAYAK INFRACON-500.00000000 Sq Ft
6	Mrs PRIYANKA GHOSAL	VINAYAK INFRACON-500.00000000 Sq Ft

## Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Kalna Old Road, Mouza: Nari, Ward No: 9 JI No: 70, Pin Code : 713101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No- 1022, LR Khatian No:- 11688	Owner: Mr BIJOY CHAND GHOSAL, Gurdian: Mr BIJOY CHAND GHOSAL, Address: Kalna, Classification: Residential, Area: 0.02800000 Acre,	Mr BIJOY CHAND GHOSAL
L2	LR Plot No- 1022, LR Khatian No:- 11689	Owner: Mr AVAY GHOSHAL, Gurdian: Mr AVAY GHOSHAL, Address: Kalna, Classification: Residential, Area: 0.02800000 Acre,	Mr AVAY GHOSHAL
L3	LR Plot No- 1022, LR Khatian No:- 11690	Owner: Mr SUCHAND GHOSAL, Gurdian: Mr SUCHAND GHOSAL, Address: Kalna, Classification: Residential, Area: 0.02800000 Acre,	Mr SUCHAND GHOSAL

LR Plot No:- 1022, LR Khatian No:- 11691	Owner:श्रीराम श्री शर्मा, Gurdian:श्रीराम . Address:रा . Classification:अस. Area:0.02800000 Acre.	Mr UDAY CHAND GHOSHAL
LR Plot No:- 1022, LR Khatian No:- 11693	Owner:अस शर्मा, Gurdian:श्रीराम शर्मा. Address:रा . Classification:अस. Area:0.02100000 Acre.	Mr TANMOY GHOSAL
LR Plot No:- 1022, LR Khatian No:- 11694	Owner:ब्रज शर्मा, Gurdian:श्रीराम शर्मा शर्मा, Address:रा . Classification:अस. Area:0.00700000 Acre.	Mrs PRIYANKA GHOSAL

#### Payment of Fees

Notified that required Registration Fees payable for this document is Rs 22,807.00/- ( B = Rs 22,800.00/- , E = Rs 7.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 22,807/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 13/11/2024 5:27PM with Govt. Ref. No: 192024250274799448 on 13-11-2024, Amount Rs: 22,807/-, Bank: SBI EPay ( SBIEPay), Ref. No. 7909320271048 on 13-11-2024, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,001/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,001/-

#### Description of Stamp

1. Stamp. Type: Impressed, Serial no 8191, Amount: Rs.5,000.00/-, Date of Purchase: 12/11/2024, Vendor name: Sanjay Acharyya

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 13/11/2024 5:27PM with Govt. Ref. No: 192024250274799448 on 13-11-2024, Amount Rs: 15,001/-, Bank: SBI EPay ( SBIEPay), Ref. No. 7909320271048 on 13-11-2024, Head of Account 0030-02-103-003-02



Sanjit Sardar

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. Bardhaman  
Purba Bardhaman, West Bengal

3 of Registration under section 60 and Rule 69.  
ed in Book - I  
number 0203-2024, Page from 188160 to 188231  
No 020307413 for the year 2024.



*Sanjit*

Digitally signed by SANJIT SARDAR  
Date: 2024.11.19 16:02:30 +05:30  
Reason: Digital Signing of Deed.

(Sanjit Sardar) 19/11/2024  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. Bardhaman  
West Bengal.