

SL No - 2393/2024

I-2331/2024



পশ্চিমবঙ্গা পশ্চিম বঙ্গাল WEST BENGAL 0.2001119588/2024 L 517541

03.05.2024  
01.30pm

Certified that the document is  
submitted to Registration. The  
Signature sheet and the  
endorsement sheets attached  
with this document are the part  
of this document.

Addl. District Sub-Registration  
Office  
03/05/24

Attestation

Sanjay Adhikary.

JAI BALAJI CONSTRUCTION  
Landl. Mr. Ashis Adhikary  
Partner

JAI BALAJI CONSTRUCTION  
Piyush Kumar Tulyar  
Partner

## DEED OF DEVELOPMENT AGREEMENT

THIS THE DEED OF AGREEMENT made at Purulia Town in the District of Purulia West Bengal on this the 3<sup>rd</sup> day of May 2024.

BETWEEN

(1) Sri Ashis Adhikary (PAN [REDACTED]) (2) Sri Sanjay Adhikary (PAN [REDACTED]) both son of late Durgapada Adhikary, both are by faith Hindu, Indian Citizen, by occupation Business, residents of Mohalla Kadamkuli, Purulia Town, Municipal Ward no. 20, P.O. Purulia, P.S. Purulia(Town), Dist. Purulia, herein after referred as **Landlord/ Owner** (which term or expression shall unless excluded by or repugnant to the context be deemed to include their successor/ successors, successors-in-interest and assignees) of the **One Part**.

নং 2870 তা. 29/04/24  
খরিদার মুল্য মুল্য মুল্য  
নাম: Lalit Kumar Agarwal  
মাস: April পং  
শাব্দ: ৫০০  
কোড়িয়া: মুল্য স্ট্যাম্প না থাকার  
নং জোড়া দিয়ে পুরণ করিলাম।



PRAVASH BANERJEE  
S.V. PURULIA



Additional District  
Sub-Registrar

3 - MAY 2024

Purulia (W.B.)

Ashis Adhikary  
Sanjay Adhikary

JAI BALAJI CONSTRUCTION  
Lalit Kumar Agarwal  
Partner

JAI BALAJI CONSTRUCTION  
Piyush Kumar Tulsyan  
Partner

AND

**M/S JAI BALAJI CONSTRUCTION (PAN [REDACTED])** a Partnership Firm having its Registered Office at Mohalla Munsiffdanga, K.N. Chakraborty Lane, within Purulia Town, P.O. Purulia, P.S. Purulia Town, District Purulia, W.B. here in after referred to and called as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to include it's successors, successors-in interest and assignees) of the **Other Part**, the Developer represented by it's Partners **1. Sri Lalit Kumar Agarwal (PAN-[REDACTED])** son of Sri Manohar Lal Agarwal, resident of Mohalla Munsiffdanga, Kalpataru Complex, P.O. Purulia, P.S. Purulia Town, District Purulia, West Bengal, Pin 723101 & **2. Sri Piyush Kumar Tulsyan (PAN-[REDACTED])** son of Sri Brij Mohan Tulsyan, resident of Mohalla Munsiffdanga, Kalpataru Complex, P.O. Purulia, P.S. Purulia Town, District Purulia, West Bengal, Pin 723101, both are by faith Hindu, Indian Citizen, by occupation Business,.

WHEREAS the properties described in the schedule below situated at Mouza Raghabpur J L No. 66 within District Purulia, P.S. Purulia Town, under Purulia Municipality ward no. 3 bearing R.S. Plot nos. 3839 & 3840 previously belonged to Sadhucharan Mistri, Mahadeb Mistri and Laxmi Narayan Mistri having 6 anna, 6 anna and 4 anna share respectively and they has/had duly mutated their names in the R.S.R.O.R. Subsequently Laxmi Narayan Mistri himself and the legal heirs of said Sadhucharan and Mahadeb by several instruments / regd. sale deeds vide no. 4449 dated 6/7/1983, 2434 dated 17/4/1998, 3677 dated 20/6/2003, 2901 dated 5/3/2007 and 3065 dated 14/2/2008 sold and transferred the schedule mentioned land in question to Durgapada Adhikary and his sons. Thereafter by virtue of some regd. instruments amongst the legal heirs of Durgapada Adhikary ultimately the sons namely Ashis and Sanjay who happens to be the first part (LANDLORDS) of this agreement become the rightful owner and they have got valid right, title, interest and possession over the schedule properties. They have also mutated their names in the office of concern B.L & L.R.O and also paid govt. rent over the schedule property.

AND WHEREAS the Schedule property, which consists of Land is under the possession of the landlords having valid right, title, interest therein free from all encumbrances, attachment, mortgage, charges and liens

*Abdullah  
Sangay. Adikary*

JAI BALAJI CONSTRUCTION  
Lalit Kumar Agarwal  
partner

JAI BALAJI CONSTRUCTION  
Prayush Kumar Tripathi  
partner

pendants. And any other liabilities of any nature whatsoever and howsoever and the owners are in peaceful possession of the said property, the owner have assured the developer that they have marketable and saleable right and title over the schedule property.

AND WHEREAS the landlords for their benefit and convenience are desirous to develop the schedule property by rising multi storied buildings thereon but the landlords are not in position to do the same by raising fund.

AND WHEREAS THE landlords have voluntarily agreed and decided to develop the Schedule property through DEVELOPER.

AND WHEREAS THE DEVELOPER has proposed the landlords to permit him to develop the Schedule property by raising/constructing new multi-storeyed buildings thereon as per the Plan that may be sanctioned by Purulia Municipality and/or other authorities and to build up building/buildings thereon at it's own costs and expenses, which the landlords have agreed to do on certain terms and conditions, mutually and voluntarily agreed upon by and between the LANDLORDS and DEVELOPER.

The Parties i.e. LANDLORDS and DEVELOPER hereto are desirous of recording the said terms and conditions in the manner stated here in below.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNER AND DEVELOPER HERETO AS UNDER:**

**C1.1** That, the landlords shall permit the Developer to develop the schedule property and/or construct the buildings and the DEVELOPER shall develop at its own costs, risks, expenses and responsibility and on 'principal to principal' basis and not as agent of the landlords by putting several blocks consisting multistoried building in each block on the land of which the land fully described in the schedule below of this Deed is part as per the Plan/Plans that may be sanctioned by the Purulia Municipality and as per the terms and conditions that may be imposed by the concerned authority while sanctioning the said Plan/Plans.

Abdul Khader  
Sangay. Adhikary.

JAI BALAJI CONSTRUCTION  
Lalit Kumar Agarwal  
Partner

JAI BALAJI CONSTRUCTION  
Piyush Kumar Tripathi  
Partner

- a.** That, the first party/landlords have fully assured that there is no any objections or hindrance or obstacles in obtaining approval and sanctioned plan for construction of multi storied building/apartment from the competent authorities.
- b.** That, the first party/landlords owner further assured the developer that apart from them, no one else is/are entitled to or has/ have any right and interest over the schedule property or any part thereof either as co-sharers and co-interested persons. The first party/landlords are not the benamdar trustee for any one in respect of the schedule property and the first party/landlords are fully entitled to transfer, convey, dispose and alienate the property in any manner to any one as he/they think/thinks proper and fit as per his/their own and sole discretion.
- c.** That, the first party/landlords/owner also assured the developer that the developer will be in no manner liable for any of the outgoing and outstanding dues relating to the schedule land for the period prior to execution of this deed of development agreement and the same liabilities shall be borne by the first party/landlords only.
- d.** That, the second party/developer be entitled to do all acts, deeds, matters, which it/they think, necessary, relating to the development and construction of proposed blocks of multi-storied buildings apartment consisting of residential flats/unit, parking space/s etc. in general only on specific reliefs written hereunder.

**Cl. 2** That, it is hereby voluntarily and mutually agreed and finally decided that in consideration of the landlords permitting the Developer to develop the Schedule property by erecting blocks of multi-storied buildings as per desire of the DEVELOPER as sanctioned by Purulia Municipality subject to future extension at the risk, cost and expenses of the DEVELOPER, the LANDLORDS and DEVELOPER shall allocated their share of the newly constructed building and the share of the OWNER hereinafter referred as OWNER' ALLOCATION and the share of DEVELOPER hereinafter referred as DEVELOPER'S ALLOCATION.

*Abdullah*  
I Sanyay. Abdulla

JAI BALAJI CONSTRUCTION  
Lalit K. Hegde  
Partner

JAI BALAJI CONSTRUCTION  
Piyush Kumar Tiwari  
Partner

### **OWNER'S ALLOCATION**

After construction of the entire building the Owner shall get 24% area of total area on the Ground Floor (Parking area), First Floor, Second Floor, Third Floor and Fourth Floor and the top roof of the Building (including super built up area) which will be proportion to the schedule land belong to the Owners over their respective share and after obtaining Plan sanctioned from the Municipality.

OWNER will get their allocation i.e. 24% as per agreed terms in each floor in a rotation basis consisting of full area of the apartment/flat and also in the parking on the ground floor. If any Open Car Parking & Shop Room area will be allowed by the competent authority, then the Owner's allocation will be 30% over that open car parking & Shop Room area and rest 70% portion will be for the Developer.

In this context super Builtup area means Built up area of the Unit of the Flat added with 25% of the Built up area.

### **DEVELOPER'S ALLOCATION**

After deducting the said ALLOCATION of the landlords of the existing building with parking space for two & four wheelers (LMV), and top roof will be DEVELOPER'S ALLOCATION as per settlement made between the parties in this indenture if any construction is made on the top floor i.e. Fifth floor of the building and in that case the Owners will get aforementioned 24% area of the total construction area of that construction. It is hereby agreed by and between the LANDLORDS AND DEVELOPER that after delivery of the allocated portion to the OWNER by the DEVELOPER, the OWNER shall be treated as Unit Holder of the Building and landlords shall not be entitled to get any privilege to claim any right apart from the privilege and right of other Unit Holders.

The Landlords shall not be entitled to lay any claim if the DEVELOPER makes any addition or alteration over their allocated portion as per plan sanctioned by the Purulia Municipality and/ or other authority. The OWNERS' allocated portion will be the exclusive share of the OWNER in which the DEVELOPER and/ or their assignee and/or successor in interest shall not be entitled to lay any claim or if any claim laid by the DEVELOPER that will not be tenable or valid.

Adil Khan  
Sanyu. Adhikary

JAI BALAJI CONSTRUCTION  
Lalit k. Agarwal  
Partner

JAI BALAJI CONSTRUCTION  
Pijush Kumar Tuli  
Partner

The DEVELOPER'S allocated portion will be the exclusive share of the DEVELOPER unconcerned with the landlords, in which the landlords and/ or their assignee and/ or successor in interest shall not be entitled to lay any claim or if any claim laid by any OWNER that will not be tenable and valid. It has further agreed and decided that the DEVELOPER shall deliver the OWNERS' ALLOCATION full complete building to the landlords free from any type of encumbrances in respect of construction. The DEVELOPER shall be exclusively entitled to DEVELOPER'S ALLOCATION having valid right, title, interest and possession therein with exclusive right to enter into any agreement for sale, transfer, let out, lease, license, gift, dispose of or otherwise deal with the same in such part or portion as per his discretion and appropriate the earnest money, sale proceeds, premium, rent or usufruct of the same without any right, title, interest or claim of the landlords and the landlords shall not be entitled to lay any manner of claim over the same. The DEVELOPER as per partners own discretion will be entitled to retain or deliver possession of its' allocated portion or part thereof to any person or persons or any such intending buyer, transferee, lessee, tenant etc and no further consent of the landlords shall be required to this effect and this agreement by itself be deemed to be and treated as the consent of the landlords. The landlords shall be exclusively entitled to OWNER'S ALLOCATION having valid right, title interest and possession therein with exclusive right to enter into an agreement for sale, transfer, let out, lease, license, gift dispose of or otherwise deal with the same in such part or portion as per their discretion and appropriate the earnest money, sale proceeds, premium , rent or usufruct of the same without any right title, interest or claim of the Developer and the Developer shall not entitled to lay any manner of claim over the same. The landlord as per their discretion shall be entitled to retain or deliver possession of their allocated portion or part thereof to any person or persons or any such intending buyer, transferee, lessee, tenant etc. and no further consent of the Developer's shall be required for this effect and this agreement by itself be deemed to be and treated as the consent of the Developer. As the request of the Developer , the landlord through registered Deed of Developers Power of Attorney shall give power to the Developer or its nominated person, in respect of the Developer or its nominated person, in respect of the Developer allocated portion, having power to enter into an agreement for sale, to transfer, lease license, gift, or any such other purpose/purposes what so ever as stated in that Deed

*Sh. Adil Khan  
Sangay. Adil Khan*

JAI BALAJI CONSTRUCTION  
*Lalit Kr. Agarwal*  
Partner

JAI BALAJI CONSTRUCTION  
*Piyush Kumar Tiwari*  
Partner

having right to receive and/or retain the money against that deed or the consideration money. It is mutually agreed and decided that the aforesaid Developers power of Attorney shall be deemed irrevocable since delivery of possession of the landlords allocated portion to the landlord and the landlord shall remain bound either personally or through their duly constituted attorney to acknowledge the acceptance of his allocated area by declaring the same through Registered or Notaries Instrument and the landlord remains bound to bear the expenses and charges of the Instrument. It is hereby further agreed that on completion of the landlords allocated portion, the Developer either verbally request the landlords and/or their attorney to take possession of his allocated portion after making aforesaid declaration setforth or send notice through registered post with acknowledgement due to that effect requesting him to take possession or his Attorney to take possession on his behalf within thirty days, Since after thirty days of tender of the notice at the residence of landlords or their Attorney or receipt of the same it will be deemed that landlord or their Attorney on behalf of the landlord has taken possession and delivery of possession of the landlords allocation to the landlord or their Attorney has any objection or dispute relating to the allocated portion, forthwith of the request of taking possession he will brought it to the notice of Developer or within seven days from the date of receipt of notice of taking possession. Be it intention here that at the time of delivery of the allotted portion to the landlord the Developer will show the measurement of the allotted area to the landlord.

**C1.3** That in consideration of the landlords has agreed to entrust to the Developer the development of the schedule land and to confer upon the Developer the right, powers privileges and benefits as mentioned herein. It has agreed and decided that allocated area of the owner will be pre decided after sanction of the building plan by Purulia Municipality and to be handed over gradually with the progresses of the construction floor wise to facilitate the owner to book the flat with relevant booking amount till the work is completed to hand over the possession to intended buyers.

**C1.4** This agreement will not be treated as partnership between the landlord and the Developer or an agreement for sale of the said plot by the landlord to the Developer.

Ch. of Adhikary  
Sanjay. Adhikary.

JAI BALAJI CONSTRUCTION  
Lc. I. K. Agarwal  
Partner

JAI BALAJI CONSTRUCTION  
Piyush Kumar Tuli  
Partner

**C1.5.** That, the Developer is satisfied about the good and marketable title of the landlord as shown by them in this deed and further the Developer is satisfied that the property is not subject to any mortgage, charge or any other encumbrance or lis pendens as per commitment of the landlord subject to clause 20 of this deed. On demand the landlord shall remain bound to make out his good and marketable title over the schedule property before the Developer and if any defect or encumbrance detected the matter be placed before the Arbitrator for the redressal/solution of any problem and their advise/decision shall be final and binding upon the parties of this Deed.

**C1.6.** That, the Developer shall not start work of development on the schedule property/land without proper sanction plan from Purulia Municipality and formal certificate thereto. The landlord shall not be entitled to raise objection/dispute in any manner in respect of construction of the building unless it deviates from the sanctioned plan and/or building rules of Municipal Act in force and if any objection/dispute raise, that shall not be tenable or maintainable at the instance of the landlord. During construction good/standard quality of materials will be used by the Developer.

**C1.7.** That, the development of the schedule property by constructing new building thereon be done at the entire cost, expenses and risk and entire account of Developer. The building to be constructed on the schedule land and the dwelling units and/or commercial units thereon will be in accordance with the law in force.

**C1.8.** The landlord give license and permission to the Developer to enter upon the schedule property or part thereof with full right and authority to commence, carry on and complete development work in accordance with the permission and agreement herein mentioned.

**C1.9.** That the Developer before entering into the schedule property for developing the property by erecting building therein, shall make proper arrangement and shall take all necessary steps to that effect. It is specifically mentioned here that both the parties mutually and voluntarily agreed and neither of the parties is Consumer of the other and either of the parties of this Deed shall not be entitled to lay their claim/grievances being the Consumer

*Aditi Ray Sanyay Ray*

JAI BALAJI CONSTRUCTION  
Lalit Kumar Agarwal  
Partner

JAI BALAJI CONSTRUCTION  
Diganta Kumar Talukdar  
Partner

of other. It may be noted here that the word "Consumer" shall mean under the context of Consumer Protection Act in force or such other law in that regard if the Consumer Protection Act substituted or repealed.

**C1.10** That, it is hereby mutually agreed and decided that if any dispute crops up in between the landlord and Developer, in that event dispute to be sent for arbitration for settlement and /or decision before the Arbitrator and the decision of the Arbitrator will be final. It is specifically agreed and decided by the parties that unless process of arbitration is exhausted neither party is entitled to take shelter the Civil Court for decision or settlement of dispute. It is further agreed and decided that body of three persons will constitute the board of Arbitration. One Member of the board will be selected by the landlord, other member of the board will be selected by the Developer and those two members of the board will select a person as president. In case of difference of opinion between the Members, the decision of the President shall be final. The board of Arbitrators shall have exclusive jurisdiction and authority to decide all the disputes and litigations relating to this agreement and they also hold and possess exclusive jurisdiction and authority to decide all the disputes and litigations in the manner , which they deem just, fit and proper. The Board of Arbitrators will act by applying the rule of natural justice and good conscious. If the dispute is not settled by the Arbitrator then the parties in this indenture is at liberty to take shelter before the appropriate Forum, Place of Arbitration shall be within Purulia Town under Purulia Town Police Station in the District of Purulia, West Bengal.

**C1.11.** That the landlord shall give power to sale (developer's allocation) to the Developer or their nominated person through the registered Deed of Power of Attorney to sign and execute from time to time the Plans and layouts, other applications , scheme for construction of the building and approval by the Municipality or other authorities and such other act or acts what so ever which is/are necessary for the development work over the schedule property provided that all cost, charges and expenses including Architect's fees in this connection shall be born and paid by the Developer.

*Abdullahi  
Santay. Achikom  
Lalit Kumar Ray*

JAI BALAJI CONSTRUCTION  
Lalit Kumar Ray  
Partner

JAI BALAJI CONSTRUCTION  
Pijush Kumar Ray  
Partner

**C1.12.** That, before commencement of development works over the schedule property the landlord personally or through his nominated person and the Developer personally or through its nominated person shall jointly get the schedule property surveyed and ascertain the exact area and/or measurement of the schedule land. The Developer after work of joint survey and measurement of the schedule land at his own cost shall raise fence/boundary wall surrounding schedule land. At the time of raising fence or boundary wall surrounding the schedule land or in course of raising fence/boundary wall or thereafter any objection or obstruction is received by the Developer or its men or agent, then in that event the Developer or its men or agent forthwith bring the same to the notice of landlord and the landlord at his own cost remove such obstruction or objection.

**C1.13.** That, the developer shall in the course of erection and completion of the building do all lawful acts and things required by and perform the works in conformity in all respect with the provisions of the statute applicable thereto and with the Bye Laws and the rules and regulations of the West Bengal Municipal Act and West Bengal Municipal Rules or any other Public body or Authority having jurisdiction to regulate the same and shall throughout save harmless and keep the landlords indemnified of, from and against all claims of the fees, charges fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the said authority in respect of the work in the Schedule Land or anything done or caused to be done or omitted to be done under the authority herein contained and shall generally be paid by the DEVELOPER and after delivery of flats time to time discharge and pay as from the date of possession all claims, easements, outgoing, rates, rents, municipal taxes and other dues, duties, impositions and burdens at any time hereafter chargeable against the landlords or flat landlords by statute or otherwise relating to the said property or any building thereon as and when they shall become due and/or payable and shall keep the Landlords indemnified of from and against the payment thereof.

Landlord  
Sangay. Deekhary.

JAI BALAJI CONSTRUCTION  
Lalit kumar Deekhary  
Partner

JAI BALAJI CONSTRUCTION  
Rajesh Kumar Talyar  
Partner

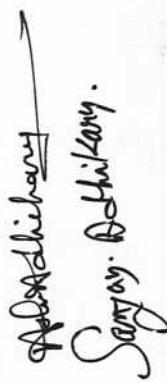
**C.1.14.** That, the DEVELOPER shall not at any time cause or permit any public or private nuisance in or upon the schedule property or do anything which shall cause unnecessary annoyance, inconveniences, suffering hardship or disturbance to the landlords or to the occupants of the neighbouring properties.

**C.1.15.** That, the developer must sanction the construction plan from the competent authority within the month of January '2025 and thereafter the entire project will be completed by the developer within 5 yrs from the date of 'Bhumipujon' which will be held within sixty day after obtaining sanctioned plan from the authority. It is also agreed by the parties that the developer must complete the 1<sup>st</sup> block of this project within 3 yrs. from the date of 'Bhumipujon' and the landlord's allocation over it will be handed over immediately to the landlords by the developer. The landlords' allocation over the rest blocks of this project will be handed over to the landlords by the developer as it will be completed part by part as per the completion of the construction. It is also agreed that the aforesaid times of the construction of this project may be extended due to any unseen event or unavoidable circumstances including force major occurs cause the work of construction to be delayed.

**C1.16.** That, the stamp duty, registration charges, notaries charges and all other out of pocket expenses of this agreement and conveyance shall be borne and paid by the DEVELOPER alone.

**C1.17.** That, the aforesaid multi-storied building will be constructed under the name and style of "**BALAJI DURGA LAKE HAVEN**" and in no way the landlord or any occupant(s) can change the name of the apartment / society.

**C1.18.** That, the entire development work shall be carried out by the DEVELOPER at his own risk, costs and expenses. He shall bear and pay the Bills of the supplies of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the constructions as also all other costs, charges and expenses that may be incurred in regard to the development work. The DEVELOPER shall also save harmless, indemnify and keep indemnified the Landlords against any claim

  
Santosh Adhikary.

JAI BALAJI CONSTRUCTION  
L.C.J. Mr.   
Agarwal  
Partner

JAI BALAJI CONSTRUCTION  
Pijush Kumar Tulsyan  
Partner

that may be made by any one against the landlords on account of the DEVELOPER carrying out the said development work.

**C1.19.** That, after 'Bhumipujon' the DEVELOPER shall also be entitled to enter into any agreement for sale, tenants, lessees, licensees, etc. On their own behalf risk and responsibility agreements or letters of allotment or such other instruments in their own name subject to clause 2 of this agreement over their allocated 76% in which the landlord will have no objection, interference in the matter. It is also agreed that the DEVELOPER shall be entitled to receive and retain with them all the money from the buyers, tenants, lessees to whom they intend to transfer the premises developed by them in any manner they may deem fit. In this regard the landlord will have no objection. Similarly the landlord will be entitled to do the same in manner his own allocated 24% of the building or structure and to keep the money (proceeds) with his in same manner of the developer and in which developer will have no objection.

This provision shall be specifically brought to the notice of all such purchasers, tenants, lessees etc. in the Agreements or Letters of allotments entered into or passed to them.

**C1.20.** That, the DEVELOPER shall form Association of Flat owner as soon as the requisite numbers of flats sold and owner came in possession thereof. It is further agreed that landlords will be the member/members of Flat Owners Association having same rights, liabilities and obligations to the Association like other members. It is further agreed that until the Flat Owner Association is formed money as per requirements towards maintenance charges and other expenses of the building in proportion to both (Owner and Developer).

**C1.21.** That, the owner shall liable to bear the charges and taxes like GST, Govt. rent etc. and other extra expenses like expenses incur for electric transformer, generator, municipal water connection, etc. and after getting the possession also maintenance charges of the building as per the share of his allocation.

**C1.22.** That, the Developer shall have full right & power to purchase, lease, rent enter into an agreement for Development, any piece of land building, etc. adjacent to the schedule property from any

Shashi Bhushan  
Santosh Bhushan

JAI BALAJI CONSTRUCTION  
Lalit Kumar  
Partner

JAI BALAJI CONSTRUCTION  
P. Jayashri Kumar  
Partner

other party/parties and to combine the same with the property of landlord and to develop/construct the Multi storied building adjacent to the proposed building. The landlord shall have no any interest or right to claim any portion on the constructed/developed area on the same property.

**C1.23.** That the landlords hereby declares and confirms as follows: -

- a)** That, the landlord are entitled to enter into this agreement with the Developer and he has full right and absolute authority to sign and execute the same.
- b)** That, the landlord shall not agree, commit or contract or entered into any agreement for sale or lease of the schedule property or any part thereof to any person or persons other than the Developer and that he has not created any mortgage, charge or any other encumbrances on the schedule property as mentioned till this date of Agreement and also will not enter in to such agreement so long the agreement will be in existence.
- c)** That, the landlord have not done any act, deed, matter or thing whereby or by reason whereof, the development of the schedule property and/or any part of the same may be prevented or affected in any manner whatsoever.
- d)** That, the landlord shall not create any encumbrances or charge or impediment of any nature whatever or any into or any Agreement which shall have the effect of causing impediment to the Development, construction in respect of the proposed building, and/or building under construction and/or constructed building and/or Developer's allocation.

**C1.24.** That, the landlords shall not entitle to enter into any compromise or give consent to any decree or order without proper consent of the Developer and in all litigations either civil or criminal or any other litigation the landlord will act in consultation with the Developer during pendency of the work or thereafter in relation to the allocated portion of the Developer in terms of clause 2 of the deed.

**C1.25.** That the landlords shall not entitled to revoke the power of Attorney given by him without due notice of the Developer and sanction of the Arbitrator. Without due notice to the Developer

~~Abdul Hameed~~  
Sanjay. Bishilay.

JAI BALAJI CONSTRUCTION  
Lalitkr. Agarwal  
Partner

JAI BALAJI CONSTRUCTION  
Piyush Kumar Tiwari  
Partner

and proper sanction of the Arbitrator revocation of the power of Attorney shall be deemed void ab-initio, not binding upon the Developer and/or Recipient of the Power of Attorney, illegal and inoperative.

- Cl.26.** That it is hereby mutually agreed and decided that parties of this agreement mutually can vary, alter, amend, modify any clause of this agreement or revoke the agreement. In case of anomaly of the recitals of this agreement matter to be sent to arbitration for decision.
- Cl.27.** That in the construction work cement, steel/Rod and other construction materials must be used ISI marked materials.
- Cl.28** That on the top of the roof of the building the Developers must construct screed concrete.

Mr. Balaji  
Surya. Balaji  
Lalit M. Agarwal

JAI BALAJI CONSTRUCTION  
Lalit M. Agarwal  
Partner

JAI BALAJI CONSTRUCTION  
Tulsi  
Piyush Kumar  
Partner

**GENERAL SPECIFICATION FOR FLAT WHICH WILL BE HANDED  
OVER TO THE LANDLORD BY THE DEVELOPER AS LANDLORD  
ALLOCATION.**

**Wall** : Red Brick work with Cement Mortar  
INTRNAL: Smooth Finish with wall putty.  
EXTERNAL: Whether proof paint

**FLOORING** : Stair Granite, Common Area – Tiles, Living & Bed Room-Vitrified Tiles (2x2)Fit, Toilet – Tiles, Kitchens – Tiles

**KITCHEN** : Cooking platform granite slab & glazed tiles up to 3 ft. above the Platform, Stainless Steel Sink.

**TOILET** : Glazed Ceramic Tiles up to Door Hight, C.P. Fittings of Eesco, White Sanitary Fittings of Eesco, Geyser Point, Hot and Cold water point.

**DOOR** : Hard Wood Frame, Flush Door with Front side Laminated Main Door, others Doors Plain Flush Door, PVC Door & Frame in Toilet.

**WINDOW** : Aluminium Sliding Window with glass fittings and M.S.Grill.

**ELEC. WIRING** : Concealed PVC wiring with standard Copper Wire, Modular Switches, MCB, AC & Cable TV Point in Master Bed Room

**Water supply** : Deep boring & Overhead Tank for sufficient storage and Supply.

**Lift** : Six Passenger Lift of Reputed Make

**NOTE** : The above specification made are subject to change.

Sanjay Adhikary  
Sanjay Adhikary

JAI BALAJI CONSTRUCTION  
Lalit Kumar Behera  
Partner

JAI BALAJI CONSTRUCTION  
Digvijay Kumar Tripathi  
Partner

## SCHEDULE

District Purulia, P. S. Purulia Town, Perg. Chharra, Mouza - Raghabpur, J. L. No. 66, under Purulia Municipality Ward No. 03, Situated at Surya Sen Pally, being L.R. Khatian No. **269/1**, R.S./L.R. Plot No. **3839** class Commercial Bastu measuring area **36** decimal & R.S./L.R. Plot No. **3840**, class Commercial Bastu measuring area **61** decimal, in two R.S./L.R. Plot under one L.R. Khatian total area **97** Decimal by land owner no. 2 Sanjay Adhikary.

L.R. Khatian No. 270/1, R.S./L.R. Plot No. 3839 class Commercial Bastu measuring area 14 decimal & R.S./L.R. Plot No. 3840, class Commercial Bastu measuring area 24 decimal, in two R.S./L.R. Plot under one L.R. Khatian total area **38** Decimal by land owner no. 1 Ashis Adhikary

in two R. S./L. R. Plots under two L. R. Khatians total area **135** (one hundred thirty five) decimal agreed hereby for developing and construction multi storied apartment.

*Abhishek  
Santosh*

JAI BALAJI CONSTRUCTION  
Lalit Mr. Agarwal  
Partner

JAI BALAJI CONSTRUCTION  
Piyush Kumar Tiwari  
Partner

## COMMON EXPENSES AND GENERAL EXPENSES

**GENERAL :** All costs and expenses for maintaining, repairing and doing all acts, deeds and things which are necessary for maintaining and beautifying the said Buildings has to be borne by the respective parties as per their respective shares in the aforesaid building. The expenses for maintaining the gutters and water pipes, drains and electric wires of the said Building and used and enjoyed by the parties in common with other occupiers and all expenses for maintaining the said Building, Main Entrance, Landing, Staircases of the Building and boundary walls and the costs of cleaning and lightening the said building and keeping the said, back and front space of the building bore by the respective parties as per their respective shares in the building.

**ASSOCIATION :** All costs and expenses for establishment and incorporation and registration of the Association for the whole building,. Proportionate expenses for the Association will be paid by the parties as per their respective shares in the building, including the costs of formation of Association, establishment and registration

**OPERATIONAL :** The expenses for day to day maintenance of the whole Building particular building and such expenses to be incurred by Association will be borne by the Unit holders proportionately including the salary of the staffs of the Association.

**RESERVES :** Creation of funds replacement, renovation and/or other periodic expenses.

**GENERATOR & TRANSFORMER :** Cost for installation of the generator and transformer will be borne by the parties and unit holders as per their proportionate share in the building and the same will be treated as common

In WITNESS WHEREOF the parties after understanding the meaning and purports of the writings of this deed voluntarily and out of their free will executed these presents on this the 3<sup>rd</sup> day of May, 2024 (English Calendar ) in presence of their witnesses.

Ajay Adhikary  
Sanjay Adhikary

JAI BALAJI CONSTRUCTION  
Lalit Kumar Agarwal  
Partner

JAI BALAJI CONSTRUCTION  
Piyush Kumar Tuliya  
Partner

Note:- Signature with photo and fingers print of the parties are affixed on the specimen copy annexed with this Deed.

1. Ajay Adhikary.....

2. Sanjay Adhikary .....

Signature of the OWNER

JAI BALAJI CONSTRUCTION

Lalit Kumar Agarwal  
Partner

JAI BALAJI CONSTRUCTION

Piyush Kumar Tuliya  
Partner

Witnesses

Ajay Adhikary  
AJAY ADHIKARY

S/O:- SANJAY ADHIKARY

Add:- KADAMKULI

WARD NO:- 20.  
PURULIA

Signature of the DEVELOPER

Scribe -The Deed has been drafted as per instruction of the Parties and the writings of this deed read over and explained to the Parties who having been fully understood the meaning and purport of this writings of this Deed, put their respective signature and Fingers impression by their own hand and fingers.

Saroj Panda  
Saroj Panda(Advocate)  
District Judges Court, Purulia  
Enrolment No. F-500/425/2000

Anirban Adhikary  
S/O: Ashis Adhikary

Add: Kadamkuli  
Ward No: 20  
Purulia

Specimen Page

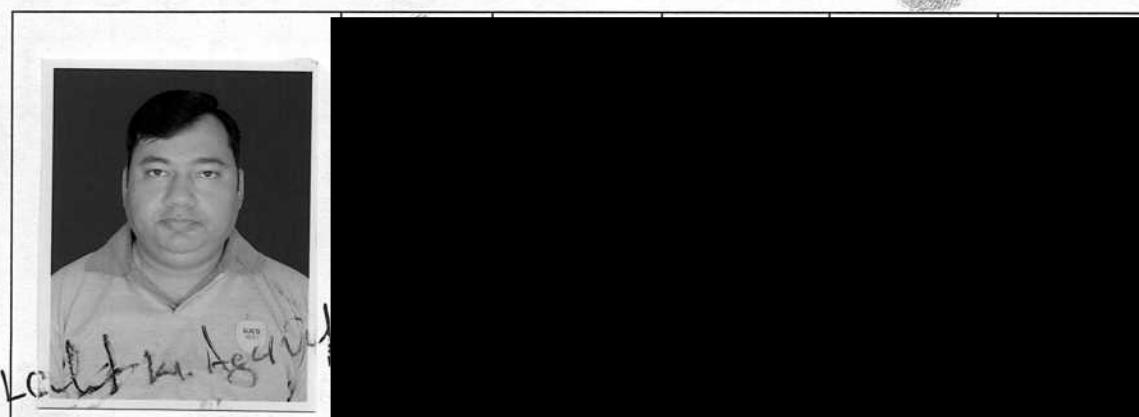
Photo with Ten Finger's Impression of the Land Owners and Developers



Ramchandra



Sanyog Bhatnagar



Lalit Kumar Agarwal



Prayag Kumar Tripathi



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



192024250036037641

#### GRN Details

GRN:	192024250036037641	Payment Mode:	Online Payment
GRN Date:	03/05/2024 17:00:20	Bank/Gateway:	State Bank of India
BRN :	CK00AZXUM4	BRN Date:	03/05/2024 17:01:18
GRIPS Payment ID:	030520242003603763	Payment Init. Date:	03/05/2024 17:00:20
Payment Status:	Successful	Payment Ref. No:	2001119588/2/2024

[Query No/\*/Query Year]

#### Depositor Details

Depositor's Name:	Lalit Kumar Agarwal
Address:	At Kalpataru Complex Munsifdanga purulia P.O. P.S. & Dt. Purulia, West Bengal, 723101
Mobile:	[REDACTED]
Depositor Status:	Buyer/Claimants
Query No:	2001119588
Applicant's Name:	Mr Saroj Panda
Identification No:	2001119588/2/2024
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	03/05/2024
Period To (dd/mm/yyyy):	03/05/2024

#### Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001119588/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	70010
2	2001119588/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	14
			Total	70024

IN WORDS: SEVENTY THOUSAND TWENTY FOUR ONLY.

### Major Information of the Deed

Deed No :	I-1402-02331/2024	Date of Registration	03/05/2024
Query No / Year	1402-2001119588/2024	Office where deed is registered	
Query Date	03/05/2024 12:34:52 PM	A.D.S.R. PURULIA, District: Purulia	
Applicant Name, Address & Other Details	Saroj Panda D. B Road Purulia, Thana : Purulia Town, District : Purulia, WEST BENGAL, Mobile No. : [REDACTED] Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
	Rs. 10,19,12,730/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

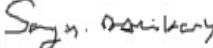
District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Surya Sen Pally Lane, Mouza: Raghabpur, , Ward No: 3 JI No: 66, Pin Code : 723101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-3839	RS-269/1	Commercial	Bastu	36 Dec		2,71,76,728/-	Width of Approach Road: 15 Ft.,
L2	RS-3840	RS-269/1	Commercial	Bastu	61 Dec		4,60,49,456/-	Width of Approach Road: 15 Ft.,
L3	RS-3839	RS-270/1	Commercial	Bastu	14 Dec		1,05,68,727/-	Width of Approach Road: 15 Ft.,
<b>TOTAL :</b>					<b>111Dec</b>	<b>0/-</b>	<b>837,94,911/-</b>	

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Surya Sen Pally Lane, Mouza: Raghabpur, JI No: 66, Pin Code : 723101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L4	RS-3840	RS-270/1	Commercial	Bastu	24 Dec		1,81,17,819/-	Width of Approach Road: 15 Ft.,
<b>Grand Total :</b>					<b>135Dec</b>	<b>0/-</b>	<b>1019,12,730/-</b>	

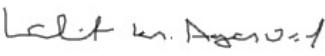
### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Shri Ashis Adhikary (Presentant )</b> Son of Late Durgapada Adhikary Executed by: Self, Date of Execution: 03/05/2024 , Admitted by: Self, Date of Admission: 03/05/2024 ,Place : Office	 03/05/2024	 Captured	 03/05/2024
Kadamkuli Purulia Ward No 20, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.: acxxxxxx5g,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 03/05/2024 , Admitted by: Self, Date of Admission: 03/05/2024 ,Place : Office				
2	<b>Shri Sanjay Adhikary</b> Son of Late Durgapada Adhikary Executed by: Self, Date of Execution: 03/05/2024 , Admitted by: Self, Date of Admission: 03/05/2024 ,Place : Office	 03/05/2024	 Captured	 03/05/2024
Kadamkuli Purulia Ward No 20, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX9 , PAN No.: acxxxxxx3a,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 03/05/2024 , Admitted by: Self, Date of Admission: 03/05/2024 ,Place : Office				

### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>JAI BALAJI CONSTRUCTION</b> K N Chakraborty Lane Munsifdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 Date of Incorporation:XX-XX-2XX3 , PAN No.: aaxxxxxx9f,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri Lalit Kumar Agarwal</b> Son of Shri Manohar Lal Agarwal Date of Execution - 03/05/2024, , Admitted by: Self, Date of Admission: 03/05/2024, Place of Admission of Execution: Office		 Captured	
		May 3 2024 6:19PM	LTI 03/05/2024	03/05/2024
Kalpataru Complex Munsifdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.: afxxxxxx01, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : JAI BALAJI CONSTRUCTION (as PARTNER)				
2	Name	Photo	Finger Print	Signature
	<b>Shri Piyush Kumar Tulsyan</b> Son of Shri Brij Mohan Tulsyan Date of Execution - 03/05/2024, , Admitted by: Self, Date of Admission: 03/05/2024, Place of Admission of Execution: Office		 Captured	
		May 3 2024 6:20PM	LTI 03/05/2024	03/05/2024
Calpataru Complex Munsifdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.: abxxxxxx2c, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : JAI BALAJI CONSTRUCTION (as PARTNER)				

### Identifier Details :

Name	Photo	Finger Print	Signature
<b>Shri Ajay Adhikary</b> Son of Shri Sanjay Adhikary Kadamkuli Purulia Ward No 20, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:- Purulia, West Bengal, India, PIN:- 723101		 Captured	
	03/05/2024	03/05/2024	03/05/2024
Identifier Of Shri Ashis Adhikary, Shri Sanjay Adhikary, Shri Lalit Kumar Agarwal, Shri Piyush Kumar Tulsyan			

<b>Transfer of property for L1</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Shri Sanjay Adhikary	JAI BALAJI CONSTRUCTION-36 Dec
<b>Transfer of property for L2</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Shri Sanjay Adhikary	JAI BALAJI CONSTRUCTION-61 Dec
<b>Transfer of property for L3</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Shri Ashis Adhikary	JAI BALAJI CONSTRUCTION-14 Dec
<b>Transfer of property for L4</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Shri Ashis Adhikary	JAI BALAJI CONSTRUCTION-24 Dec

## **Land Details as per Land Record**

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Surya Sen Pally Lane, Mouza: Raghabpur, , Ward No: 3 JI No: 66, Pin Code : 723101

<b>Sch No</b>	<b>Plot &amp; Khatian Number</b>	<b>Details Of Land</b>	<b>Owner name in English as selected by Applicant</b>
L1	RS Plot No:- 3839, RS Khatian No:- 269/1		
L2	RS Plot No:- 3840, RS Khatian No:- 269/1		
L3	RS Plot No:- 3839, RS Khatian No:- 270/1		

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Surya Sen Pally Lane, Mouza: Raghabpur, JI No: 66, Pin Code : 723101

<b>Sch No</b>	<b>Plot &amp; Khatian Number</b>	<b>Details Of Land</b>	<b>Owner name in English as selected by Applicant</b>
L4	RS Plot No:- 3840, RS Khatian No:- 270/1		

**Endorsement For Deed Number : I - 140202331 / 2024**

**On 03-05-2024**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:30 hrs on 03-05-2024, at the Office of the A.D.S.R. PURULIA by Shri Ashis Adhikary , one of the Executants.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 10,19,12,730/-

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

Execution is admitted on 03/05/2024 by 1. Shri Ashis Adhikary, Son of Late Durgapada Adhikary, Kadamkuli Purulia Ward No 20, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business, 2. Shri Sanjay Adhikary, Son of Late Durgapada Adhikary, Kadamkuli Purulia Ward No 20, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business

Indetified by Shri Ajay Adhikary, , , Son of Shri Sanjay Adhikary, Kadamkuli Purulia Ward No 20, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Business

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

Execution is admitted on 03-05-2024 by Shri Lalit Kumar Agarwal, PARTNER, JAI BALAJI CONSTRUCTION (Partnership Firm), K N Chakraborty Lane Munsifdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101

Indetified by Shri Ajay Adhikary, , , Son of Shri Sanjay Adhikary, Kadamkuli Purulia Ward No 20, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Business

Execution is admitted on 03-05-2024 by Shri Piyush Kumar Tulsyan, PARTNER, JAI BALAJI CONSTRUCTION (Partnership Firm), K N Chakraborty Lane Munsifdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101

Indetified by Shri Ajay Adhikary, , , Son of Shri Sanjay Adhikary, Kadamkuli Purulia Ward No 20, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 14.00/- ( E = Rs 14.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/05/2024 5:01PM with Govt. Ref. No: 192024250036037641 on 03-05-2024, Amount Rs: 14/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CK00AZXUM4 on 03-05-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,010/-

**Description of Stamp**

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

2. Stamp: Type: Impressed, Serial no 2870, Amount: Rs.5,000.00/-, Date of Purchase: 29/04/2024, Vendor name: PRAVASH BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/05/2024 5:01PM with Govt. Ref. No: 192024250036037641 on 03-05-2024, Amount Rs: 70,010/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CK00AZXUM4 on 03-05-2024, Head of Account 0030-02-103-003-02



**Ruhul Amin**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. PURULIA**  
**Purulia, West Bengal**

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1402-2024, Page from 42810 to 42837**

**being No 140202331 for the year 2024.**



*Ruhul Amin*

**(Ruhul Amin) 10/05/2024**

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**OFFICE OF THE A.D.S.R. PURULIA**

**West Bengal.**

Government of West Bengal  
OFFICE OF THE A.D.S.R. PURULIA  
District Purulia

Ref.: AIN 140220241023311837394 (Application for certified copy of registered deed) dated  
11/14/2025

Total amount of duties/fees paid: Rs. 228.00/- (Rupees two hundred and twenty-eight) only

Certified to be a true copy of the deed being No. 02331 for the year 2024 of OFFICE OF THE  
A.D.S.R. PURULIA.

Digitally signed by Kaushik Ray  
A.D.S.R. PURULIA  
11/14/2025 4:20:23 PM