



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AP 760867

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

Registration u/s 7(2) of Act. xvi of 1908 Purulia (W.B.)

23/8/23

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made this 23rd day of August, 2023 (Two Thousand Twenty Three).

BETWEEN

D. 21/08/23

(1) **SRI UMANG RAJGARIA (PAN: ARWPR8174P), (Aadhaar No-8339 5870 1982)**, son of Rajesh Kumar Rajgaria, by faith- Hindu, by Nationality- Indian, by Occupation - Business, residing at P.N.Ghosh Street, Purulia, Post office - Purulia, Police Station- Purulia Town, District Purulia, West Bengal-723101, and (2) **SMT.ANUJA SHAH (PAN: IDJPS4047H), (Aadhaar No-8832 3420 5618)**, wife of Avinash Shah, by faith- Hindu, by Nationality- Indian, by Occupation - Business, residing at Tikia Para, Sadatpara, Pirulia, Purulia, Post office - Purulia, Police Station- Purulia Town, District Purulia, West Bengal-723101, hereinafter referred to as the **OWNERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

DEVNARAYANI ENGIWORK LLP (PAN-AAVFD2326H),(LLPIN-ACB-3477) a partnership company carrying on its business from its principal place of business at Plot No-198, Shakti Khand-2 Indirapuram, Ghazibad-201014 Uttar Pradesh, Post Office- Shipra Suncity, Police Station- Indirapuram, duly represented by authorised signatory namely **JYOTI JHUNJHUN WALA (PAN: ADEPJ3865B), (Aadhaar No-7139 1816 4616)**, son of Mahendra Kumar Jhunjhun wala, by faith- Hindu, by Nationality- Indian, by Occupation - business, residing at 345. Netaji Subhash Road, Haora, Haora Corporation, West Bengal-711101, Post Office & Police Station- Howrah Maidan, Kolkata-700055, hereinafter referred to as the

DEVELOPER (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

WHEREAS said by a registered Deed of Gift dated 10th day of August, 2015, made between the said Rajesh Kumar Rajgoria described therein as the First part/Donor and Sri Umang Rajgoria, son of Rajesh Kumar Rajgoria described therein as the Other part/Donee, transferred the demarcated portion of **ALL THAT** piece and parcel of Bastu land measuring an area about 06 cottahs 11 chittack 04 sq.ft, be the same a little more or less, lying and situated at District Purulia, Police Station-Purulia(Town), sub Registration office, Purulia Pargana Chharra J.L. No-292/2 within Mouza Purulia, under Purulia Municipality, ward no-03, Holding no 215/1, situated at Ranchi Road, recorded in R.S Khatian No-3191, R.S Plot no-4292/5091, which is more fully described in the FIRST SCHEDULE PROPERTY written herein under and the said deed was registered in the office of the Additional District Sub-Registrar- Purulia and noted in being No-02814 for the year 2015, thus Sri Umang Rajgoria became the absolute owner of the First Schedule property.

AND WHEREAS by registered Deed of Sale dated 11th day of December, 2019, made between the said Sri Umang Rajgoria, son of Rajesh Kumar Rajgoria described therein as the First part/Vendor and Smt.Anuja Shah, wife of Avinash Shah described therein as the Second part/purchaser, sold

transferred and conveyed delineated and demarcated portion being the 50% of the First Schedule property being **ALL THAT** piece and parcel of Bastu land measuring an area about 03 Cottahs 05 Chittack 25Sq.ft be the same a little more or less, lying and situated at Ranchi Road, Police Station- Purulia (Town), Post office- Purulia, Pin code-723101, District- Purulia, sub Registration office- Purulia, Pargana Chharra J.L. No-292/2 within Mouza Purulia, under Purulia Municipality, ward no-03, Holding no 215/1, recorded in R.S Khatian No-3191, R.S Plot no-4292/5091, which is morefully described in the **SECOND SCHEDULE PROPERTY** written herein under and the said deed was registered in the office of the District Sub-Registrar- Purulia and noted in Book No 1 Volume No-1401-2019 pages 50357-50375, being No 02488 for the year 2019..

AND WHEREAS after the aforesaid transfer the said Sri Umang Rajgoria, son of Rajesh Kumar Rajgoria being the owner of the remaining 50% share of the First Schedule Property.

AND WHEREAS said the first party namely (1) Umang Rajgoria and (2) Smt.Anuja Shah, became the joint owners of **ALL THAT** piece and parcel of Bastu land measuring about 06 Cottahs 11 Chittack 04 Sq.ft, be the same a little more or less, lying and situated at Ranchi Road, Police Station-Purulia (Town), Post office- Purulia, Pin -723101, District- Purulia, Sub Registration office- Purulia, Pargana Chharra, J.L. No-292/2 within Mouza Purulia, under Purulia Municipality, Ward no-03, Holding no 215/1, recorded in R.S Khatian No-3191, R.S Plot no-4292/5091,

which is morefully described in the **FIRST SCHEDULE PROPERTY** written herein.

AND WHEREAS the First party has been searching or looking for a suitable Developer for construction of the proposed building according to the building plan.

AND WHEREAS the second party has introduced themselves as the fit person in the Developing business and also for construction of the proposed building of the said premises in accordance with the building plan.

AND WHEREAS the second party approached First parties for under taking the construction of the said proposed building at lying and situated at Ranchi Road, Police Station-Purulia (Town), Post office- Purulia, Pin -723101, District- Purulia, Sub Registration office- Purulia, Pargana Chharra J.L. No-292/2 within Mouza Purulia, under Purulia municipality, Ward no-03, Holding no 215/1, recorded in R.S Khatian No-3191, R.S Plot no-4292/5091, according to the building plan sanctioned by appropriate by investing money from their own fund in manner written here in under and the First Party has accepted the said proposal of the Second party and both the parties have agreed to do so on the following terms, condition and stipulations.

1. THE SAID OWNERS HAVE REPRESENTED AND DECLARED TO THE DEVELOPER HEREIN AS FOLLOWS:

- a) The party of the first part are the joint owners in respect of the said property more fully and particularly described in the FIRST SCHEDULE hereunder written and no other person/persons has/have any right, title, interest, claim and demand whatsoever or however in respect of the aforesaid property or any part thereof.
- b) The said property is fully vacant and otherwise the said property is free from all encumbrances and the owners have good clear and marketable title in respect of the said property.
- c) That no mortgage or charge has been created by the owners by depositing the title deed in respect of the said property.
- d) That there is no legal impediment or bar on the part of the owners to enter into this agreement with the Developer herein.
- e) That no suit or proceedings is pending in any Court or before any other authority in respect of the said property or any part thereof.
- f) The owners have not entered into any Agreement for Sale or Development Agreement or transfer or lease etc, in respect of the aforesaid property or part thereof with any other person/persons nor created any third party's interest in the said property.
- g) The owners are fully and sufficiently entitled to enter into this agreement.

The said owners being desirous of Developing and commercially exploiting the said premises by construction of a new multi storied Building being at the said lying and situated at Ranchi Road, Police Station-Purulia (Town), Post office- Purulia, Pin -723101, District- Purulia, Sub Registration office- Purulia, Pargana Chharra, J.L. No-292/2 within Mouza Purulia, under Purulia Municipality Ward no-03, Holding no 215/1, recorded in R.S Khatian No-3191, R.S Plot no-4292/5091 containing an area of 06 Cottah 11 Chittaks 04 sq.ft be the same a little more or less of land has approached the Developer to develop the said premises for the mutual gain and advantage of both the parties hereto.

Relying on the aforesaid representations and assurance of the owners and believing the same to be true and correct, the Developer has agreed to develop the said premises and the parties hereto have agreed on the terms and conditions hereinafter stated.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. In this Agreement unless there be something contrary or repugnant to the subject or context the following expressions shall have the following meanings:-

1.1 **ARCHITECT:** shall mean such person or person/s who may be appointed by the developer for the purpose of undertaking the preparation of the building plan and for causing the same to be sanctioned by the Purulia Municipality and also for carrying out the

supervisions and management of the construction of the said building at the said premises.

- 1.1.1 OWNERS:** shall mean **SRI UMANG RAJGARIA** son of Rajesh Kumar Rajgaria, by faith- Hindu, by Nationality- Indian, by Occupation - Business, residing at P.N.Ghosh Street, Purulia, Post office - Purulia, Police Station- Purulia Town, District Purulia, West Bengal-723101, and (2) **SMT.ANUJA SHAH** wife of Avinash Shah, by faith- Hindu, by Nationality- Indian, by Occupation - Business, residing at Tikia Para, Sadatpara, Pirulia, Purulia, Post office - Purulia, Police Station- Purulia Town, District Purulia, West Bengal-723101, and his heirs, successors, executors, legal representatives and assigns.
- 1.2 DEVELOPER:** shall mean **DEVNARAYANI ENGIWORK LLP** a partnership company carrying on its business from its principal place of business at Plot No-198, Shakti Khand-2 Indirapuram, Ghazibad-201014 Uttar Pradesh, Post Office & Police Station- Howrah Maidan, Kolkata-700055, duly represented by authorised Signatory namely **JYOTI JHUNJHUN WALA** son of Mahendra Kumar Jhunjhunwala, by faith- Hindu, by Nationality- Indian, by Occupation - business, residing at 345. Netaji Subhash Road, Haora, Haora Corporation, West Bengal-711101, Post Office & Police Station- Howrah Maidan, Kolkata-700055, its successors in interest or assigns.
- 1.3 DEVELOPMENT AGREEMENT:** shall mean this agreement with such modification and/or alterations as may be mutually agreed upon.

- 1.4 **SAID PREMSIES:** shall remain **ALL THAT** piece and parcel of Bastu land measuring about 06 Cottahs 11 Chittack 04 Sq.ft, be the same a little more or less, lying and situated at Ranchi Road, Police Station- Purulia (Town), Post office- Purulia, Pin -723101, District- Purulia, Sub Registration office- Purulia, Pargana Chharra, J.L. No-292/2 within Mouza Purulia, under Purulia Municipality, Ward no-03, Holding no 215/1, recorded in R.S Khatian No-3191, R.S Plot no- 4292/5091.
- 1.5 **SAID BUILDING:** shall mean a multi storied building to be constructed, created and completed at the said premises in accordance with the Building Plan to be sanctioned by the Purulia Municipality consisting of Several Flats and covered spaces and commercial space capable of being used and enjoyed independently of both the parties herein.
- 1.6 **SAID PLAN:** shall mean the plan which may be sanctioned by the Purulia Municipality with such modification and/or alterations as may be required, or which may be made and prepared by the Developers' from time to time in respect of the said Premises at the cost of the Developers.
- 1.7 **FLAT:** Flat shall mean self contained complete flat consisting of rooms, drawing cum dining space thereon, bathroom and toilet together with the right of user of common space stair case, lift

carriage, water reservoir, head tank, sewerage line, drainage line water line, water line, paths and passages for ingress and egress.

- 1.8 **SPECIFICATION:** shall mean the specifications of the materials to be used in course of construction of the said Building (details whereof will appear from the **FOURTH SCHEDULE** hereunder written).
- 1.9 **FORCE MAJURE:** shall mean strike, earthquakes, civil commotion, natural calamities or other irresistible forces which is beyond the control of the Developer.
- 1.10 Word importing singular shall include plural and vice versa words importing masculine gender shall include feminine gender and neutral genders likewise words importing feminine gender and similarly words importing neutral gender shall include masculine and feminine genders.

2. **DEVELOPMENT RIGHTS AND COMMENCEMENT:**

The agreement has commenced on and with effect from the date of execution of this agreement (hereinafter called ("**THE COMMENCEMENT DATE**") and shall remain valid till the completion of the project Provided However the Developer comply with all the terms and conditions of this agreement.

3. **PREMISSION TO CONSTRUCT:**

Subject to the terms and conditions herein contained the owners hereby grant exclusive right of Development of the said premises whereby and where under the Developer shall be entitled to and is hereby authorized and

empowered to construct, erect and complete the said building in the said premises PROVIDED HOWEVER nothing herein contained shall be construed as delivery of possession in part performance of the contract within the meaning of section 53(A) of the Transfer of Property Act, 1882, and such transfer shall take place only on conclusion of this agreement stipulated herein.

4. **PLAN AND LICENSE:**

4.1 The Developer shall prepare and, submit building plan to the Purulia Municipality for sanction thereof for the purpose of construction of the said Building in the Said premises and immediately thereafter the Developer shall cause building plans to be prepared by the Architect for being submitted to the Purulia Municipality in the name of the owners and before submitting the said Plan and subject to the same being sanctioned by the Purulia Municipality and other authorities concerned, the respective Allocation of the owners and, the Developer shall be identified in the said plan and in the event of the said plan being required to be modified and/or altered then and in that event the parties hereto shall suitably modify in case of internal or alter their respective allocation in the said Plan.

4.2 The Developer at its own costs shall cause the said Plan to be sanctioned in the name of the owners and for the purpose of sanctioning of the said plan, the Developer shall be entitled to obtain

all necessary permissions approval and/or sanctions as may be necessary or be required from time to time.

4.3 The owners hereby agrees to sign and execute the said Plan/s and all other necessary papers as may be required from time to time to enable the Developer to obtain the sanction of the said Plan and to obtain all necessary permission and/or approvals and/or sanctions as may be necessary or to be required from time to time.

4.4 All costs charges and expenses for obtaining the sanction of the plan and also for obtaining all necessary permissions and/or approval shall be paid and borne by the Developer's as and when the said plan is being sanctioned.

4.5 The Owners shall pay all arrear Tax/LOI of dues of the Purulia Municipality.

5. CONSTRUCTION:

5.1 The owners hereby authorizes and empowers the Developer and the Developer hereby agree and undertake to construct, erect and complete the said Building in accordance with the said Plan to be sanctioned by the Purulia Municipality with lift facility, all internal and external services, amenities fittings and fixtures.

5.2 It is hereby agreed by and between the parties that the said Building shall be constructed, erected and completed in accordance with the specifications as may be approved by the Architect.

6. COST OF CONSTRUCTION AND COMPLETION:

- 6.1 The entire cost of construction, erection and completion of the said Building to be put in the said Premises as specified in the **FOURTH SCHEDULE** including the area of the Owner's Allocation shall be borne by the Developers, such cost shall include costs of all overheads regarding construction, price rise in the cost of materials used for construction, fees payable to the Architects and Engineers in respect of the construction, costs for the purpose of obtaining licenses etc. However the owner shall bear all the expenses for main electric and sub-meter connections and its accessories to the Building for the Owner's Allocation.
- 6.2 Unless prevented by any authority/s or any Government agency or by any order from any competent Court of Law and/or by any circumstances beyond the control of the Developers, the Developers shall submit the Building Plan after the date of signing of this agreement provided all the clearances are obtained from the competent authorities are mentioned hereinbefore and shall complete the Said Building **within 30 (thirty) months** from the date of obtaining the No-objection certificate from the existing tenant for raising the construction.
7. **LAND OWNER'S CONSIDERATION:**
1. Land Owner's Allocation and/or Owner's Share of the Gross Sale Proceeds shall mean and include:

2. **48% commercial area and 40% residential area** of the Gross Sale Proceeds earned from sale and transfer of all Saleable Spaces;

The Land Owner's Share of the Gross Sale Proceeds shall be received by the Land Owner from the Sale Consideration.

8. DEVELOPER'S CONSIDERATION:

1. Developer's Allocation and/or Developer's Share of the Gross Sale Proceeds shall mean and include:

52% commercial area and 60% residential area of the Gross Sale Proceeds earned from the sale and transfer of all Saleable Spaces;

The Developer's Share of the Gross Sale Proceeds shall be received by the Developer from the Sale Consideration.

9. GROSS SALE PROCEEDS AND FINANCIALS:

- 9.1 Gross Sale Proceeds: For the purpose of this Agreement, the expression "Gross Sale Proceeds" shall mean all amounts receivable or received from the Sale and/or transfer of Saleable Spaces and other Spaces, areas, rights and benefits but following items are however excluded/ deducted from the Gross Sale Proceeds:-

- a. Marketing and advertising costs, brokerages etc., at actual on proportionate basis (based on ratio hereinbefore mentioned for sharing of Gross Sale Proceeds);
- b. Statutory realisation, including but not limited to Goods and Services Tax (GST) etc.;

- c. Any amount received as deposit on account of electricity, maintenance charges, taxes, etc as also legal / documentation charges.
10. **SALES AND DISBURSEMENT OF SALE PROCEEDS:** The principal policy decisions regarding the sales and transfer of the Project (i.e. the total saleable spaces) including deciding the transfer price and revising the same from time to time shall be taken by the Developer in consultation with the Owner. The sale considerations in respect of the sales of the units in the new building shall be deposited in a separate bank account for such purpose (in short called "Sale Consideration Bank Account") which shall be operated by the Developer. No other bank account shall be used for deposit of the sale considerations from the Project. Suitable standing instructions shall be given to the Bank for disbursement of the sale proceeds (excluding GST) collected in such Sale Consideration Bank Account to the respective accounts of the Owner and the Developer, with necessary adjustments with regards to refund of Security Deposit (is and as applicable), GST (if deposited) etc. and other exclusions (as stated in Clause 9.1 herein) The account shall work in escrow mechanism and the Land Owner's share of gross sale proceeds shall be automatically transferred to each of the Owner's account by the end of every day.

10.1 The Developer shall be entitled to engage and/or appoint marketing agents and brokers for marketing the spaces/units in the project. The Land Owner shall be liable to reimburse the Land Owner's consideration of the amount of marketing costs, brokerage, and/or commission and the same shall be deducted / adjusted from the Land Owner's share of the Gross Sale Proceeds.

10.2 DEALING WITH TRANSFEREES: The Developer shall be solely responsible and entitled to deal with the Transferees regarding the sale, transfer and/or lease of all saleable spaces in the new building/ said premises (excluding the unsold areas, comprised in the Land Owner's Allocation) and shall take all necessary steps for the same including getting the transfer documents prepared and signed, collecting payments, handing over possession, etc.

10.3 In case of saleable spaces and other spaces areas rights and benefits within the said Property shall remain unsold after expiry of a period of 1 (one) year from the date of obtaining Completion Certificate from the authorities, such unsold saleable spaces and other spaces areas rights and benefits within the said Property shall be divided and allocated to the parties in the ratio in which they have agreed to share the Gross Sale Proceeds. The Unsold Areas shall be demarcated and divided by the parties mutually on equitable basis.

10.4 Upon unsold areas being allotted to the Parties hereto, each party shall be exclusively entitled to the area allotted to it with exclusive

possession thereof and with exclusive right to sell, transfer or otherwise deal with and dispose of the same in any manner as it may deem appropriate, without any right, claim or interest therein whatsoever of the other party.

- 10.5 In case any agreement to be entered into with the intending transferees for the sale and transfer of the units/ constructed spaces are terminated, cancelled and/or rescinded for any reasons, the consequences of such termination, cancellation and rescinding shall be binding upon the Owner as well as the Developer. In case of such termination, cancellation and rescinding, the Owner as well as the Developer shall refund the amounts received by them subject to deduction of applicable cancellation charges along with applicable interest/ compensation to such intending transferees within the agreed time frame.

- 11. TRANSFER IN FAVOUR OF TRANSFEREES:** The saleable spaces and other spaces, areas, rights or benefits at the said premises shall be sold and transferred in favour of the transferees thereof by initially entering into Agreements for sale followed by handing over of possession to them by the Developer and ultimately transferring title by registered Deeds of Conveyance. Both the Land Owner and the Developer shall be parties in all such Agreements and Deeds of Conveyance with the Transferee(s).

11.1 The Land Owner shall from time to time as and when required by and at the request of the Developer, execute and register sale / transfer deed(s) or other documents of transfer for sale, transfer or disposal of saleable spaces and other spaces, areas, rights and benefits in the Project at the said Premises together with or independent of or independently the land comprised therein in favour of the respective transferees thereof without raising any objection whatsoever. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferees.

11.2 PREPARATION OF DOCUMENTS & COST OF TRANSFER OF UNITS:

All documents of transfer will be prepared and vetted jointly by the office of the Land Owner and the developer. The costs of such conveyances including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the transferees of saleable spaces and other spaces, areas, rights or benefits.

12. DEPOSIT: Simultaneously with the execution of these present the Developer shall be deposit with the Land Owners a sum of **Rs. 10,00,000/- (Ten Lacs)** only nonrefundable deposit.

13. MAINTENANCE: Upon completion of construction, the responsibility of maintenance management and upkeep of the New Building shall be handed over to a professional facility management company and

till such time, the same shall be maintained, managed and up kept by the Developer subject to the buyers/ holders of units in the new building making payment of maintenance charges / common expenses.

14. **ENCUMBRANCES AND LIABILITIES:** In case at any time hereafter the said Premises or any part thereof be found to be affected by any other encumbrance or any liability be found to be due in respect thereof, then and in such event the Land Owners shall be liable at its own costs to have the same cleared and in case the Land Owner fails to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Owners and adjust such costs from the Owner's share of Gross Sale Proceeds.
15. **OWNER NOT TO DEAL:** The Owner hereby agrees and covenants not to sell, transfer, assign, let out, grant, lease, mortgage, charge or otherwise deal with or dispose of the said premises or any portions thereof nor agree to do so, save and except to the Developer and/or its nominee or nominees and/or assigns Provided That nothing shall stop the Land Owners to create lien or charge on their own respective share of the Gross Sale Proceeds and receive advance against receivables from Bankers / other lenders. .
16. **NO INTERFERENCE OR HINDRANCE BY OWNER:** The Land Owner hereby covenants not to cause any interference or hindrance in the

construction of the new building. The Land Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the saleable spaces and other spaces, areas, rights or benefits at the said premises.

17. **EXTRAS & DEPOSITS:** The Developer shall be entitled to receive in respect of the new building all additional charges, expenses and/or deposits including for corpus deposit, formation of the maintenance body, common expenses, municipal taxes, supply of electricity, purchase and installation of generator / transformer, electric and water supply connections, additional work and amenities that may be provided, charges, out pocket expenses and fees payable for changes/regularization/ completion under the Building Rules. The Land Owners and the Developer shall neither have any right nor any liability regarding the same.
18. **NAME:** The name of the new building at the said premises shall be decided by the Developer.
19. **PROJECT FINANCE:** The Developer may arrange for financing of the Project (Project Finance) by Banks/ Financial Institutions/ other entities (Financier) and obtain loans for the Project, including for home loans etc. to be availed by the flat/unit buyers. The Developer shall be entitled to create lien or charge on its own share of the Gross Sale Proceeds/ cash flows. The Land Owner shall sign and execute

necessary documents to enable the Developer to obtain such loans and finances.

20. **RATES AND TAXES:** All municipal rates and taxes and outgoings on the said Premises relating to the period prior to the date of sanction of building plan shall be borne, paid and discharged by the Owner and those accruing thereafter shall be shared by the Developer.
21. **COOPERATION:** Each of the parties shall cooperate with the other to effectuate and implement this agreement and shall execute and register such further papers and documents as be required by the other party for giving full effect to the terms hereof. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder provided that the other party shall inform the Defaulting Party of the default within 30 days from the date of default failing which the Other Party shall not be entitled to claim any loss or damage from the Defaulting Party.
22. **ADDITIONAL FAR:** In case any Additional FAR is allowable on the said premises, then the Parties shall avail the same and all costs, charges and expenses for obtaining / availing such Additional FAR

shall be borne and paid by the Land Owner alone. However, all Realizations from transfer of the same shall be shared by the Parties in the Ratio hereinbefore mentioned.

23. JURISDICTION:

23.1 The local civil court of competent jurisdiction alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of the presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE SAID PREMISES)

ALL THAT piece and parcel of Bastu land measuring about **06 Cottahs 11 Chittack 04 Sq.ft**, be the same a little more or less, lying and situated at Ranchi Road, Police Station-Purulia (Town), Post office- Purulia, Pin-723101, District- Purulia, Sub Registration office- Purulia, Pargana Chharra, J.L. No-292/2, within Mouza- Purulia, under Purulia Municipality, Ward no-03, Holding no 215/1, recorded in R.S Khatian No-3191, R.S Plot no-4292/5091, (**Road Zone- Bus stand-D.M Bunglow**), which is butted and bounded by:

ON THE EAST - House of Padam Rajgaria & Kishan Kumar Rajgaria.

ON THE WEST- 16ft wide Road.

ON THE NORTH- House of Tribhuwan Prasad Khemka & Brother.

ON THE SOUTH- Ranchi Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring an area about 03 Cottahs 05 Chittack 25Sq.ft be the same a little more or less, lying and situated at Ranchi Road, Police Station-Purulia (Town), Post office- Purulia, Pin -723101, District- Purulia, Sub Registration office- Purulia, Pargana Chharra, J.L. No-292/2 within Mouza- Purulia, under Purulia Municipality, Ward no-03, Holding no 215/1, recorded in R.S Khatian No-3191, R.S Plot no-4292/5091.

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring an area about 03 Cottahs 05 Chittack 25Sq.ft be the same a little more or less, lying and situated at Ranchi Road, Police Station-Purulia (Town), Post office- Purulia, Pin -723101, District- Purulia, Sub Registration office- Purulia, Pargana Chharra J.L. No-292/2 within Mouza- Purulia, under Purulia Municipality, Ward no-03, Holding no 215/1, recorded in R.S Khatian No-3191, R.S Plot no-4292/5091.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Fittings and Fixtures to be provided in the Unit)

1. STRUCTURES

RCC framed structure, with First Class Building Material.

2. DOORS:

Wooden, Flush doors with standard fittings, wooden frames and MICA on the Doors as per Architect.

3. WINDOWS: Aluminum sliding windows.

4. LIVING/DINING:

(A) Flooring: Marble / tiles

(B) Electrical: Concealed copper wiring with modular switches Anchor (Roma) or equivalent make).

Provision for telephone, T.V.

5. BED ROOMS:

(A) Flooring: Marble / tiles

(B) Electrical: Concealed copper wiring with modular switches. Provision for A.C point in all bed room.

6. KITCHEN:

(A) Flooring: Marble, ceramic tiles over kitchen top up to 2'

(B) Electrical: Concealed copper wiring with Modular switches (Anchor (Roma) or equivalent).

Provision for adequate plugs points for appliances.

(C) Counter: Granite/Marble/Black Stone slab with stainless steel sink. (D) Walls tiles: Up to 2 (two) feet height above counter.

7. TOILETS:

a) Floor: Marble/ Ceramic Tiles.

b) Walls tiles: Wall Dados in ceramic tiles up to door height.

c) Sanitary ware: Standard Quality Sanitary Ware of Jaquar or equivalent make.

d) Electrical: Concealed copper wiring with Modular switches. Provision for adequate light and geyser points. Provision For exhaust points.

8. EXTERIOR:

As per specification of architect's choice (Only Synthetic Exterior Paint).

9. DOORS:

a) Main Door: One Side Teak Flush Door, Lock As Per Design And Specification Of The Architect.

b) Other doors: Flushed/Panel Type Door, Lock as per Design and Specification of the Architect.

10. WINDOWS:

All windows would have Powder Coated Aluminum windows with as per the design and specification of the Architect.

11. SANITARY:

- Good Quality WC and Wash Basin (White).
- Chromium plated fittings (Standard fittings).
- Concealed Hot & cold lines.

There shall be as per design and specification of the architect.

12. LIFT:

One 6 passenger lift of L&T make or equivalent will be provide.

13. ELECTRICAL:

Concealed Copper wiring would be provided in the unit as well as the circulation areas with

adequate number of plug points and plastic molded switches of standard make wiring. Common:

a) **Flooring:** Marble in staircase and lobbies. Ground floor lobby would be of Marble finish as per design and specification of Architect.

b) Staircase:

The stair case railings would be of MS with wooden/PVC handrails as per the design and specification of the Architect.

c) Generator:

If Adequate capacity Power backup generator is to be provided for back up for the operation of all common lights, pump to be provided.

d) Driveways & Open Parking space:

Driveways & open parking space to be paved with chequered tiles/had stone/crazy mosaic OR interlock pavers AND OR as per the Design and specification of the Architect.

e) External Paintings:

External painting with synthetic exterior paints or as per the design and specification of the Architect. f) Lighting provision: Adequate Area Lighting provision in the common area.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of Rs10,00,000/- (Rupees Ten lacs) only being the nonrefundable deposit as per memo below:

DATE	CHEQUE NO-	BANK	AMOUNT
23/08/2023	000003	IDFC FIRST BANK	Rs,5,00,000/-
23/08/2023	000002	IDFC FIRST BANK	Rs,5,00,000/-
		Total Amount	Rs,10,00,000/-

WITNESSES:-

i. Umang Rajgony.

1. 

17, Circus Avenue
Korukota - 17

ii. Anuja Singh

2.

Aditya Kumar Mahata
Korukota.

SIGNATURE OF THE OWNERS

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ vendors/ purchasers						
							
		Little	Ring	Middle	Fore	Thumb	
				(Left Hand)			
	<i>Alimang Rajan</i>						
		Thumb	Fore	Middle	Ring	Little	
				(Right Hand)			
							
		Little	Ring	Middle	Fore	Thumb	
				(Left Hand)			
	<i>Amir S. S. S.</i>						
		Thumb	Fore	Middle	Ring	Little	
				(Right Hand)			
							
		Little	Ring	Middle	Fore	Thumb	
				(Left Hand)			
	<i>S. S. S.</i>						
		Thumb	Fore	Middle	Ring	Little	
				(Right Hand)			



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



192023240181651818

GRN Details

GRN:	192023240181651818	Payment Mode:	SBI Epay
GRN Date:	22/08/2023 16:50:45	Bank/Gateway:	SBIePay Payment Gateway
BRN :	7586696961423	BRN Date:	22/08/2023 16:53:32
Gateway Ref ID:	0712923936	Method:	ICICI Bank - Retail NB
GRIPS Payment ID:	220820232018165180	Payment Init. Date:	22/08/2023 16:50:45
Payment Status:	Successful	Payment Ref. No:	2002143598/8/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr JYOTI
Address:	A345 NETAJI SUBAS ROAD, HOWRAH - 711101
Mobile:	9830362213
Period From (dd/mm/yyyy):	22/08/2023
Period To (dd/mm/yyyy):	22/08/2023
Payment Ref ID:	2002143598/8/2023
Dept Ref ID/DRN:	2002143598/8/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002143598/8/2023	Property Registration- Stamp duty	0030-02-103-003-02	9901
2	2002143598/8/2023	Property Registration- Registration Fees	0030-03-104-001-16	10007
Total				19908

IN WORDS: NINETEEN THOUSAND NINE HUNDRED EIGHT ONLY.

Major Information of the Deed

Deed No :	I-1401-03797/2023	Date of Registration	23/08/2023
Query No / Year	1401-2002143598/2023	Office where deed is registered	
Query Date	21/08/2023 8:49:13 PM	D.S.R. PURULIA, District: Purulia	
Applicant Name, Address & Other Details	Shabaz Alam Sealdha Civil Court, Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 9831543104, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 10,00,000/-	Rs. 66,59,256/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,001/- (Article:48(g))	Rs. 10,039/- (Article:E, B)		
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: Ranchi Road, Road Zone : (Bus Stand -- D. M. Bungalow) Mouze: Purulia-(002), , Ward No: 003, Holding No:215/1 JI No: 292/2, 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	LR-4292/5091 (RS :-)	LR-3191	Bastu	Bastu	6 Katha 11 Chatak 4 Sq Ft	10,00,000/-	66,59,256/-	Width of Approach Road: 16 Ft.,
Grand Total :					11.0435Dec	10,00,000 /-	66,59,256 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr UMANG RAJGARIA (Presentant) Son of Mr RAJESH KUMAR RAJGARIA Executed by: Self, Date of Execution: 23/08/2023 , Admitted by: Self, Date of Admission: 23/08/2023 ,Place : Office			
		23/08/2023	LTI 23/08/2023	23/08/2023

DEVNARAYANI ENGIWORK LLP

LLP IDENTIFICATION No. ACB-3477

PLOT NO. 198, SHAKTI KHAND-2, INDIRAPURAM, GHAZIABAD-201014

EXTRACTS THE MEETING OF THE DESIGNATED PARTNER OF DEVNARAYANI ENGIWORK LLP HELD ON FRIDAY THE 18TH DAY OF AUGUST, 2023 AT 11:00 AM AT THE REGISTERED OFFICE OF THE LLP.

DEVELOPMENT AGREEMENT

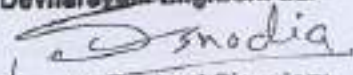
RESOLVED THAT consent of the Designated Partners of the LLP firm be and is hereby entered to Development Agreement of Residential / Commercial property situated at Purulia, District Purulia, West Bengal between LLP Firm and Umang Rajgaria & Anuja Shah Co-owners of the properties which belong to them.

RESOLVED FURTHER THAT Mr. Jyoti Jhunjunwala (Aadhar: 7139-1816-4616) S/o Late Sri Mahendra Kumar Jhunjunwala, be and is hereby authorised to do all the acts, sign Join Venture/ Development Agreement, any other documents and do things and registered the same on behalf of "DEVNARAYANI ENGIWORKS LLP" and to take all such steps as may be necessary, proper or expedient to give effect to this resolution.

Certified true copy

for DEVNARAYANI ENGIWORK LLP

Devnarayani Engiwork LLP

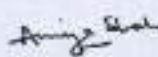

Authorised Signatory

(SHIV KUMAR KANODIA)

DIN: 00348815

DESIGNATED PARTNER

P.N Ghash Street, Purulia, City:- , P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ARxxxxxx4P, Aadhaar No: 83xxxxxxxx1982, Status :Individual, Executed by: Self, Date of Execution: 23/08/2023
Admitted by: Self, Date of Admission: 23/08/2023 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Mrs ANUJA SHAH Wife of Mr Avinash Shah Executed by: Self, Date of Execution: 23/08/2023 , Admitted by: Self, Date of Admission: 23/08/2023 ,Place : Office	 23/08/2023	 LTI 23/08/2023	 23/08/2023
Tikia Para,sadatpara Purulia, City:- Not Specified, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: Idxxxxxx7h, Aadhaar No: 88xxxxxxxx5618, Status :Individual, Executed by: Self, Date of Execution: 23/08/2023 , Admitted by: Self, Date of Admission: 23/08/2023 ,Place : Office				

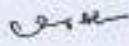
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DEVNARAYANI ENGIWORKLLP PLOT NO198 SHAKTI KHAND-2 INDIRAPURAM, City:- Not Specified, P.O:- Shipra Suncity, P.S:-Indrapuram, District:-Ghaziabad, Uttar Pradesh, India, PIN:- 201014 , PAN No.:: AAxxxxxx6H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr JYOTI JHUN JHUN WALA Son of Mr MAHENDRA KUMAR JHUNJHUNWALA Date of Execution - 23/08/2023, , Admitted by: Self, Date of Admission: 23/08/2023, Place of Admission of Execution: Office	 Aug 23 2023 2:48PM	 LTI 23/08/2023	 23/08/2023
345, Netaji Subas Rd., City:- Howrah, P.O:- HOWRAH MAIDAN, P.S:-Howrah, District:-Howrah, West Bengal, India, PIN:- 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx5B, Aadhaar No: 71xxxxxxxx1816 Status : Representative, Representative of : DEVNARAYANI ENGIWORKLLP (as authorised signatory)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SHABAZ ALAM Son of Late MD JAMAL UDDIN HIGH COURT AT CALCUTTA, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
	23/08/2023	23/08/2023	23/08/2023
Identifier Of Mr UMANG RAJGARIA , Mrs ANUJA SHAH, Mr JYOTI JHUN JHUN WALA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr UMANG RAJGARIA	DEVNARAYANI ENGIWORKLLP-5.52177 Dec
2	Mrs ANUJA SHAH	DEVNARAYANI ENGIWORKLLP-5.52177 Dec

Land Details as per Land Record

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Ranchi Road, Road Zone : (Bus Stand – D. M. Bungalow) , Mouzar: Purulia-(002) , Ward No: 003, Holding No:215/1 JI No: 292/2, Pin Code : 723101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 4292/5091, LR Khatian No:- 3191		Seller is not the recorded Owner as per Applicant.

On 23-08-2023

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 13:58 hrs on 23-08-2023, at the Office of the D.S.R. PURULIA by Mr UMANG RAJGARIA, 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 66,59,258/-

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

Execution is admitted on 23/08/2023 by 1. Mr UMANG RAJGARIA, Son of Mr RAJESH KUMAR RAJGARIA, P.N Ghash Street, Purulia, P.O: Purulia, Thana: Purulia Town, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business, 2. Mrs ANUJA SHAH, Wife of Mr Avinash Shah, Tikia Para, sadatpara Purulia, P.O: Purulia, Thana: Purulia Town, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business Indetified by Mr SHABAZ ALAM, Son of Late MD JAMAL UDDIN, HIGH COURT AT CALCUTTA, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

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

Execution is admitted on 23-08-2023 by Mr JYOTI JHUN JHUN WALA, authorised signatory, DEVNARAYANI ENGIWORKLLP (LLP), PLOT NO198 SHAKTI KHAND-2 INDIRAPURAM, City:- Not Specified, P.O:- Shipra Suncity, P.S:-Indirapuram, District:-Ghaziabad, Uttar Pradesh, India, PIN:- 201014

Indetified by Mr SHABAZ ALAM, Son of Late MD JAMAL UDDIN, HIGH COURT AT CALCUTTA, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,039.00/- (B = Rs 10,000.00/- , E = Rs 7.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 10,007/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB, Online on 22/08/2023 4:53PM with Govt. Ref. No: 192023240181651818 on 22-08-2023, Amount Rs: 10,007/-, Bank: SBI EPay (SBIEPay), Ref. No. 7586696961423 on 22-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,001/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,901/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 21395, Amount: Rs.100.00/-, Date of Purchase: 22/08/2023, Vendor name: SUBHANKAR DAS ALIPORE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/08/2023 4:53PM with Govt. Ref. No: 192023240181651818 on 22-08-2023, Amount Rs: 9,901/-, Bank: SBI EPay (SBIEPay), Ref. No. 7586696961423 on 22-08-2023, Head of Account 0030-02-103-003-02



Kaushik Ray
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. PURULIA
Purulia, West Bengal

* Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1401-2023, Page from 64319 to 64355

being No 140103797 for the year 2023.



Digitally signed by KAUSHIK RAY
Date: 2023.08.28 19:40:32 +05:30
Reason: Digital Signing of Deed.

(Kaushik Ray) 2023/08/28 07:40:32 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. PURULIA

West Bengal.

(This document is digitally signed.)