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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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1-42 P.M
19/01/2023

Query No 2000-160420/2023
GRN-19-202223-026096341-1

Certified that the Endorsement Sheet's and the Signature Sheet attached to this documents are part of the documents.

DEVELOPMENT AGREEMENT

Additional District Sub-Registrar
Raniganj, Paschim Bardhaman

THIS AGREEMENT is made on 11th day of January in the year 2023 (Two Thousand Twenty-Three)

15 FEB 2023

Certified that the Endorsement Sheet's and the Signature Sheet attached to this documents are part of the Document

Q - 2000160420/2023

- | | | | |
|---|-------------------|---|-------------------|
| 1 | Narayan Ghose | 1 | Narayan Ghose |
| 2 | Rameswar Ghose | 2 | Rameswar Ghose |
| 3 | Sarbajit Ghose | 3 | Sarbajit Ghose |
| 4 | Rosamev Ghose | 4 | Rosamev Ghose |
| 5 | Siddhanta Ghose | 5 | Siddhanta Ghose |
| 6 | Sisir Kumar Ghose | 6 | Sisir Kumar Ghose |
| | DIVT DEVELOPERS | | DIVT DEVELOPERS |
| | 1. K. Jyoti | | 1. K. Jyoti |
| | Partner | | Partner |
| | DIVT DEVELOPERS | | DIVT DEVELOPERS |
| | Smith Jyoti | | Smith Jyoti |
| | Partner | | Partner |
| | DIVT DEVELOPERS | | DIVT DEVELOPERS |
| | Breety Jyoti | | Breety Jyoti |
| | Partner | | Partner |

Additional District Sub-Registrar
Raniganj, Paschim Bardhaman

11 APR 2023

B E T W E E N

- 1] **SRI TARAKESWAR GORAI**, (PAN:-ACZPG7763M), s/o Late Bhuban Chandra Gorai, by faith Hindu, Nationality Indian, by occupation Business, resident of 65, Dr R.R Road, Near Dalpatty More, P.O. & P.S.- Raniganj-713347, Dist. Paschim Bardhaman, West Bengal
- 2] **SRI RAMESWAR GORAI**, (PAN:-ACZPG4715D), s/o Late Bhuban Chandra Gorai, by faith Hindu, Nationality Indian, by occupation Business, resident of P.N Malaya Road, P.O. & P.S.- Raniganj-713347, Dist. Paschim Bardhaman, West Bengal.
- 3] **SRI SARBESWAR GORAI**, (PAN:-ACZPG6860B), s/o Late Bhuban Chandra Gorai, by faith Hindu, Nationality Indian, by occupation Business, resident of 65, Dr R.R Road, Near Dalpatty More, P.O. & P.S.- Raniganj-713347, Dist. Paschim Bardhaman, West Bengal
- 4] **SRI PARAMESWAR GORAI** (also Known as **PARESH CHANDRA GORAI**), (PAN:-ADNPG2383C), s/o Late Bhuban Chandra Gorai, by faith Hindu, Nationality Indian, by occupation Business, resident of 65, Dr R.R Road, Near Dalpatty More, P.O. & P.S.- Raniganj-713347, Dist. Paschim Bardhaman, West Bengal.
- 5] **SRI SIDDHESWAR GORAI**, (PAN:-AGWPG8780H), s/o Late Bhuban Chandra Gorai, by faith Hindu, Nationality Indian, by occupation Business, resident of 65, Dr R.R Road, Near Dalpatty More, P.O. & P.S.- Raniganj-713347, Dist. Paschim Bardhaman, West Bengal.
- 6] **SRI SISIR KUMAR GORAI**, (PAN:-ACZPG6862D), s/o Late Dinabandhu Gorai, by faith Hindu, Nationality Indian, by occupation Business, resident of 39, N.S.B Road, near Tarbangala Water Tank, P.O. & P.S.- Raniganj-713347, Dist. Paschim Bardhaman, West Bengal.

1 Tarakeswar Gorai
2 Rameswar Gorai
3 Sarbeswar Gorai
4 Parameswar Gorai
5 Siddheswar Gorai
6 Sisir Kumar Gorai

DIVIT DEVELOPERS
Jalil K. Jhunjhunwala
Partner

DIVIT DEVELOPERS
Smith Jhunjhunwala
Partner

DIVIT DEVELOPERS
Birety Jhunjhunwala
Partner

Hereby all above in called "FIRST PARTY/OWNER" which expression, unless, excluded, by the subject or context shall include his heirs, successors, executors, administrators and legal representatives of the "FIRST PART/OWNER". of the ONE PART,

AND

"**DIVIT DEVELOPERS**, (PAN:-AAUFD5169M), a registered Partnership firm having its registered office situated at 64, N.S.B Road, P.O + P.S Raniganj-713347, Dist. Paschim Bardhaman, West Bengal represented by its Partners **1. SRI LALIT KUMAR JHUNJHUNWALA** (PAN NO-AFEPJ2876A), s/o Late Dwarka Das Jhunjhunwala, **2. SRI SMITH JHUNJHUNWALA**, (PAN NO-AJCPJ9184B), s/o Sri Lalit Kumar Jhunjhunwala and **SMT PREETY JHUNJHUNWALA**, (PAN NO-AZMPA5509M), w/o Sri Smith Jhunjhunwala, all the three partners are residing of 109, P.N. Road, P.O & P.S Raniganj, Dist- Paschim Bardhaman, West Bengal, Pin-713347, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless excluded or repugnant to the context, or meaning thereof include its respective heirs, administrators, legal representatives, assigns/its successors, and assigns)of the SECOND PART/DEVELOPER.

(The Owners and the Developer hereinafter individually referred to as a "**PARTY**" and collectively as the "**PARTIES**").

A. WHEREAS

The owners hereto are the lawful owners and absolutely seized and possessed of ALL THAT land with the following details:
within Raniganj under Asansol Municipal Corporation Mouza Raniganj, appertaining to J.L No-24, Khatian No. 3161, 3162, 3163, 3164, 3165, 3167, bearing Plot No. 117 and 140. The details of the land is mentioned in Schedule "A" as under.

- 1 *Manoj Gosai*
 - 2 *Ranajit Gosai*
 - 3 *Sarbeswar Gosai*
 - 4 *Prasanna Gosai*
 - 5 *Siddhanta Gosai*
 - 6 *Sisir Kumar Gosai*
- DIVIT DEVELOPERS**
Lalit K. Jhunjhunwala
DIVIT DEVELOPERS
Smith Jhunjhunwala
Partner
- DIVIT DEVELOPERS**
Preety Jhunjhunwala
Partner

AND WHEREAS the aforesaid all the parties have one Sixth share each of the aforesaid property, for better possessing and bitterness of the property, all the parties have mutually decided for entering into development agreement for constructing the residential building etc. by meets and bounds.

- B. The owners hereto by the way of registered deeds noted above is now owners of the total area of vastu land measuring more or less about 0.953 Acre.
- C. The owners being desirous of raising construction of residential building and on over the said Land and particularly described in the schedule hereunder written and the Developer being aware of the intention of the owners approached and/or offered the owners to construct multistore residential building/buildings as per building plan to be sanctioned by the authority on the said land and the owners agreed to such offer on the basis of the representations, warranties, covenants, undertaking provided by the developer and subject to the other terms and conditions recorded in the Agreement.
- D. At or before the execution of this Development Agreement, the Developer herein confirms that it has independently satisfied itself about the right, title and interest of the Owners in the said Land and the viability of causing construction of residential buildings.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1 **ARTICLE I : DEFINITIONS & INTERPETATIONS**

Unless the context otherwise requires or unless otherwise defined or provided for herein, the various terms used in this Agreement shall have the following meanings: -

1 Naravel Gona
2 Rameswar Gani
3 Sarabeswar Goswami
4 Poomeswar Goswami
5 Siddheshwar Goswami
6 Sisir Kamal Goswami
DIMIT DEVELOPERS
Jaleel K. Jeythivas
Partner
DIMIT DEVELOPERS
Smith Jeythivas
Partner
DIMIT DEVELOPERS
Bireety Jeythivas
Partner

- 1.1 **AGREEMENT** shall mean this **DEVELOPMENT AGREEMENT**, as may be amended from time to time.
- 1.2 **APPOINTED DATE** shall means **11th day of January, 2023.**
- 1.3 **CONSIDERATION** shall meaning set forth in clause 6 hereof.
- 1.4 **DEVELOPER** shall means the **DIVIT DEVELOPERS**,(PAN:-AAUFD5169M), a registered Partnership firm having its registered office situated at 64, N.S.B, P.O + P.S Raniganj-713347, Dist. Paschim Bardhaman, West Bengal
- 1.5 **Owners** Shall means jointly **i) Sri Tarakeswar Gorai (ii) Sri Rameswar Gorai, (iii) Sri Sarbeswar Gorai (iv) Sri Parameswar Gorai (Also Known As Paresh Chandra Gorai) (v) Sri Siddheswar Gorai (vi) Sri Sisir Kumar Gorai** and includes their legal heirs, representative, executors' administration and assigns.
- 1.6 **LAND** shall mean all that piece of land measuring 0.953 Acre particularly mentioned and described in the schedule attached to this agreement.
- 1.7 **NEW BUILDING/ BUILDINGS** shall mean and include the proposed building or new buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by Asansol Municipal Corporation,
- 1.8 **COMMON FACILITIES AND AMENITIES** shall mean and include all areas and utilities in the said project which shall not been specifically allocated or sold and shall be common for all the unit folders and all its expenses including those in the maintenance, operation, repairing, renovation painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the owners of each individual unit in the complex proportionately.
- 1.9 **SALEABLE SPACE** shall mean all the constructed space of the entire area and right in size, location advantage and the market value of the said project and/or Building forming part of the said property available is such part of size or dimension for independent use and occupation and will include the

1. *Paresh Chandra Gorai*

2. *Rameswar Gorai*

3. *Sarbeswar Gorai*

4. *Parameswar Gorai*

5. *Siddheswar Gorai*

6. *Sisir Kumar Gorai*

DIVIT DEVELOPERS

Jeelid. K. Ghoshal
Partner

DIVIT DEVELOPERS

Smith Ghoshal
Partner

DIVIT DEVELOPERS

Bruity Bhattacharya
Partner

undivided impartibly proportionate share in all common parts, portion, land area and facilities amenities.

1.10 **OWNERS ALLOCATION** shall mean 40% (Forty Present) of the revenue/sale prices so earned/received shall be deemed to be cost of land i.e. the property mentioned herein and shall accrue and delivered to the Owner hereto as mentioned hereinafter.

1.11 **DEVELOPER ALLOCATION** shall mean the 60% (Sixty Present) of the revenue/sale price so earned shall be deemed to be towards the cost of superstructure built on the property mentioned herein and shall accrue to the Developer hereto;

1.12 **ARCHITECT** shall mean the person or persons who may appointed by the Developer for designing and planning of the said project.

1.13 **BUILDING PLAN** would mean such plan or plans prepared by the Architect for the construction of the said project to be sanctioned by Asansol Municipal Corporation, office together with any modification, beautification and/or alteration which may be necessary and/or required.

1.14 **PROJECT** shall mean the Project undertaken by the Developer on the said land to be constructed erected and completed in the building to have various self-contained units' apartments and car parking space capable of held and/or enjoyed independently of each other as per aforesaid ratio.

1.15 **TRANSFER** with the grammatical variations shall includes transfer by possession and by any other means adopted for effecting what is understood as a transfer of saleable space in a multi storied building to the intending purchaser/Lessee/Tenants.

1.16 **TRANSFREE** shall mean a Person, Firm, HUF, Limited Company, Association of Persons or other to whom any saleable space in the said Project has been transferred.

1.17 Words importing singular shall include plural and vice versa.

- 1 Naranar Gorai
 - 2 Ramswarprei
 - 3 Sureshwar Sassi
 - 4 Posameswar Gosai
 - 5 Siddhwar Gorai
 - 6 Sisir Kumar Gorai
- DIVIT DEVELOPERS
Jalid K. Jhughwah
Partner
- DIVIT DEVELOPERS
Smith Jhughwah
Partner
- DIVIT DEVELOPERS
Birety Jhughwah
Partner

ARTICLE II : OWNER'S REPRESENTATIONS AND WARRANTIES

At or before entering into this Agreement the Owners have assured and represented the Developer as Follows:

(i) The Owners declares that they are only owners to the said land and more particularly mentioned in the Schedule attached hereunder and they have all the necessary power and authority to execute and deliver this Agreement have been duly executed and delivered on their behalf and constitute the valid and legally binding obligation of the Owners, enforceable in accordance with its terms;

(ii) There is no notice, *lis pendens*, decree, judgment or order of injunction, attachment or receiver from any Court, Collector, Tax or Revenue or other statutory or administrative authorities or body restraining or disintitling the Owners from entering into this Agreement;

(iii) The Owners have not entered into any agreement for sale/development/lease of the property with any other party nor there any claim or threat of any acquisition or other proceedings or claim against the property.

(iv) The Owners have agreed that after entering into this developer agreement, any sum to be received on account from sale proceeds of the proposed buildings to be developed on the said land, shall be received by the developer, and the owners will have no right in the sale consideration except the amount agreed between parties in clause 6, provided the Developer has paid the entirety of the amount on account of owner's allocation to the owners.

(v) That all municipal rates taxes and other outstanding liabilities payable such as Electricity bill, Telephone bills, Income Tax, Sale Tax etc in respect of the said property/land up to the date of this execution of this agreement have been paid and/or shall be paid by the owners, and the owners have agreed to keep the developer its successor and/or successors saved harmless and fully indemnified from all cost charges claims action suits and proceeding in respect thereof from all authorities/ Departments for the period prior to signing of the agreement. All municipal rates taxes and other outstanding liabilities payable such as Electricity

1 Narand Gani
 2 Ramnarayan
 3 Sureshwar Goni
 4 Prasanna Goni
 5 Sidharwar Goni
 6 Sisir Kumar Goni

DIVIT DEVELOPERS
 Jitendra K. Jyotsna
 Partner

DIVIT DEVELOPERS
 Smith Jyotsna
 Partner

DIVIT DEVELOPERS
 Birey Jyotsna
 Partner

7

Income Tax, GST etc accruing on the said land after the date of this development agreement shall be borne solely by the developer.

(vi) That there is no suit or legal proceeding pending before any of the courts nor there are any threats or any legal proceeding being initiated against the owners in respect of the entirety of the said property on any account whatsoever or howsoever.

(vii) Soon after the execution of this agreement the Owners shall execute a registered General Power of Attorney in favour of the Developer/any other person/s nominated by the Developer to approach all public authorities and to submit and obtain modification, amendment, alteration and variation in sanction plan of lay out and the building and structures to be constructed on the said land or any portion thereof from the municipality and all other concerned authorities.

(viii) Relying on the aforesaid representation and believing the same to be and acting on the good faith there of the Developer have prima facie accepted the title of the Owners but in the event of any representation been found to be incorrect and/or fall then and in that event, it shall be the obligation of the Owners to cause the same to be reminded and/or rectified entirely at their own cost.

(ix) The owners shall allow the Developer to enter into any Supplementary Development Agreement, if required, to alter/modify/addition of any further clause in this Agreement and the said Supplementary Development Agreement shall be registered under the law being in force at that time.

3. ARTICLE III : DEVELOPER'S REPRESENTATIONS AND WARRANTIES

3.1.1 In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained on the part of the Developer to be paid performed and observed the Owners have agreed to grant the exclusive right of the development residential building in respect of the said properties up to and in favour of the Developer to undertake development of the said premise whereby the Developer shall be entitled to undertake the said project and contract or erect and complete the building under the supervision and responsibility and

1 *Harvard Gosen*

2 *Bameswar Gosen*

3 *Sorbes war Gosen*

4 *Parasmeswar Gosal*

5 *Siddharwar Gosal*

6 *Sisir Kumar Gosal*

DIVIT DEVELOPERS
Debit- K. Ghoshal
Partner

DIVIT DEVELOPERS
Smith Thymwal
Partner

DIVIT DEVELOPERS
Breety Swaythumala
Partner

agement compromise of several self contained units, apartments and car parking spaces to be held and/or enjoyed independently by each other.

3.1.2 **NOTHING** in this presents shall be construed as demise or assignment or conveyance in law by the owners of the premise or any part thereof to the Developer or as treating of any right, title or interest in respect thereof of the Developer other than an exclusive license to the Developer to commercially develop the same in the terms hereof and to deal with the Developer's allocation in the new building subject to the terms and the conditions mentioned herein.

3.1.3 The Developer hereby represents and warrants to the Owners that the Developer have all necessary power and authority to execute and deliver this Agreement and to perform all of its obligations arising hereunder.

4. ARTICLE IV : COMMENCEMENT & COMPLETION TIME

4.1.1 This Agreement shall be commenced and/or deemed to have commenced on and with effect from the date of execution hereof.

4.1.2 The Developer shall endeavour and shall take every effort to complete his obligation as agreed upon and mentioned in these presents within a period of 3(three) years from the date of approval from Asansol Municipal Corporation. In case, for any reason(s) whatsoever, the project or the obligation/s under these presents could not be completed within the aforesaid period, the agreements shall be further extended for such period/s as may be agreed upon at that time.

5. ARTICLE V : OWNER'S OBLIGATIONS

5.1.1 The Owners hereby allows the Developer to develop the above property mentioned in the schedule and the Developer accepts the same subject to the terms and conditions herein provided.

5.1.2 The Owners shall herein shall answer & comply with all the requisitions made by the Advocate/authorized representative of the developer for establishing the title of the owners to the property and shall make out a marketable title.

1 *Narayan Gorai*

2 *Rameswar Gorai*

3 *Sarobeswar Gorai*

4 *Prasanna Gorai*

5 *Siddhanta Gorai*

6 *Sisir Kumar Gorai*

DIVIT DEVELOPERS
Jalil - K. Jhunjhunwala
Partner

DIVIT DEVELOPERS
Smith Jhunjhunwala
Partner

DIVIT DEVELOPERS
Bobby Jhunjhunwala
Partner

The owners herein shall give such other consent, sign such document, deeds and undertaking and render co-operation as be required by the developer for smooth running of development work.

5.1.4 The developer shall have the power to mark out area out of the property as a non saleable area e.g parking area, garden area, common road, Temple, etc in the above property. The Owners and Developer have no right in the above marked non saleable area.

5.1.5 Soon after the execution of this agreement, the Owners hereto shall execute an irrevocable General Power of Attorney in favour of the Developer referring to General Power of Attorney already executed by the Land owner themselves in which all power is being relating to above development has been given to Sri Tarkeshwar Gorai on dated 21st Day of November'2019. Any other person/s nominated by the Developer to approach all public authorities or to submit and obtain the modification, amendment, alteration or variation in sanctioned plans of lay-out and the land/building and structure/s to be constructed on the said property or any portion thereof from the Municipal Corporation and all other concerned authorities.

5.1.6 The owners hereto bind his successor's legal representative/s, executor/s and/or assigns that may succeed him in the case of any unfortunate incident that may occur to the owners hereto to execute a fresh general power of attorney in favour of the developer as defined herein to give effect to the terms, Conditions and mandate of this agreements without any reservation or hindrance or any encumbrance whatsoever;

5.1.7 The Owners hereto shall at their own cost remove (a) any dispute or requisition that may hereafter arise with regard to their title to the said land; and (b) any objection in title that may be taken by any bank/financial institution for loan to the Developer of the land, flats, tenements or premise that may be contained in the said property. In case, the notified dispute is not solved and/or settled or reconciled by the owners hereto within a specified period of its notification, the Developer shall be entitled to the refund of the advance/earnest money given to owners together with the money invested/expended by the

1 Naravel Gorai
2 Rameshwar Gorai
3 Sambeswar Gorai
4 Parasameswar Gorai
5 Siddheshwar Gorai
6 Sisir Kumar Gorai

DIVIT DEVELOPERS
Sachin S. Jyotirmal
Partner

DIVIT DEVELOPERS
Smriti Jyotirmal
Partner

DIVIT DEVELOPERS
Pooja Jyotirmal
Partner

Developer for and in connection the execution of the project and development of the land as mentioned herein. In case, any sum is incurred or expended out of the pocket of the developer hereto the same shall be recoverable from the owners hereto or be adjusted from the monies payable to the owners hereto in terms of these presents.

5.1.8 The owners hereto shall not make or cause to make and/or do act by which the property or any part of the property subject to this agreement is alienated or sold or deemed to have been transferred either by way of sale or gift of settlement or in any other manner/s except in consultation/approval with the developer hereto;

5.1.9 The Land Owners are not allowed to borrow any type of Loan from any financial Institution, Bank or any other Person by keeping the below mentioned land in mortgage or Lease after entering in the Developer Agreement.

5.1.10 Any advance money paid to the Land owners shall first be adjusted from the Owners share, i.e. 40% of Total Revenue, before further allocation of owner's share is made. After adjusting the advance amount, the developer shall distribute the owners share to the owners

5.1.11 Owner's Shall have no objection on the selling rate of flats, car Parking, by the developers. Developer have full right to decide the selling price of the dwelling units.

6. ARTICLE VI: DEVELOPER'S RIGHTS

Subject to the terms, stipulations and conditions contained herein the Developer shall start the developer of the property with the following rights:

6.1.1 To commence, carry on and complete in accordance with the law by construction of building (Residential) by themselves or through any building contractor, sub-contractor as per the plan as may be sanctioned/approved by any competent authority in this regard with amendments/alterations/modifications/variations thereto, which may be necessary to be incorporated therein, from time to time. The development work is

- 1 Naravel Gopal
- 2 Rameshwarayan
- 3 Sureshwar Gopal
- 4 Prasanna Gopal
- 5 Siddhanta Gopal
- 6 Sair K. H. Gopal

DIVIT DEVELOPERS
 Partner
 J. K. Jyotsna

DIVIT DEVELOPERS
 Partner
 Smitha Jyotsna

DIVIT DEVELOPERS
 Partner
 Bireddy Jyotsna

carried out by the Developer at his own risk, costs, consequences and liabilities.

5.1.2 To put up and/or erect signboards upon the said land and also to issue advertisement including in newspapers/social media/electronic media or by such other medium, as may be deemed fit, by the Developer announcing sale of the said property/land or unit in building by him and to negotiate sale of the dwelling units on ownership basis;

6.1.3 To enter into agreement for sale flats or dwelling units, car parking, tenements of the said land on ownership basis at such price and on such terms and conditions to such persons as may be deemed fit without any interference from the Owners hereto;

6.1.4 To put up site offices and such other structures-whether permanent or temporary at its own cost for facilitating the construction and development of land immediately after the handing over of the site of the said property;

6.1.5 The Developer shall be solely responsible to discharge all the obligations in respect of the Land/Building and for the construction of such proposed building to be developed on the said Land as mentioned herein and Developer without any hindrance from the Owners.

6.1.6 It is hereby agreed between the parties hereto that the revenue/sale price earned/received from the sale of Land/Land Plots/flats/shops etc. Shall be apportioned between the parties hereto only at the time of realization from the purchasers/buyers of the property.

(a) 40% (forty percent) of the revenue/sale prices so earned/received shall be deemed to be cost of land i.e., the property mentioned herein and shall accrue and delivered to the Owner. Any advance paid by the developer shall be adjusted against the 40% share of allocation to the land owners

(b) the balance of 60% (Sixty Percent) of the revenue/sale price so earned shall be deemed to be towards the cost of development of land, construction of township, construction of flats, project, superstructure built on the property mentioned herein and shall accrue to the Developer hereto;

1 *Naraind Govea*

2 *Baneswar Govea*

3 *Someshwar Govea*

4 *Rosameswar Govea*

5 *Siddhant Govea*

6 *Sir K. Anil Govea*

DIVIT DEVELOPERS
Jedil K. Jyothsna
Partner

DIVIT DEVELOPERS
Smith Jyothsna
Partner

DIVIT DEVELOPERS
Renu Jyothsna
Partner

any amount accrued, to be received by the Land owners hereto from the Developer at the time of sale of property, shall be first adjusted with the advance amount already paid to the owners.

(d) It may be clarified that on sanction of the residential buildings in the said property, if the concerned authorities allow further sanction which may cause horizontal and vertical extension of floors then in that event the owner's permission shall be required for enhancing any horizontal or vertical extension. The owners shall have every right to claim it's share as it deems fit from such horizontal or vertical extension.

7. ARTICLE - VII - OBLIGATIONS/UNDERATKINGS OF THE DEVELOPER:

a. The Developer will not transfer and/or assign its rights, benefits, duties and obligations under this Agreement.

b. The Developer shall not do any act, deed or thing whereby the Owners is prevented from enjoying the revenue generated from the Owner's Allocation.

c. The Developer along shall be responsible for any accident that may occur during the course of construction and it along shall meet any financial or other liability either under Workmen Compensation Act or any other law or regulation for the time being in force. Any financial expenditure of whatever nature involved in any accident to a workman, labor, employee, neighbor or any person shall be borne by the Developer and shall keep the Owners indemnified and harmless to the fullest extent permissible under law in this regard against all losses, claims, demands, damages, actions, proceedings, recourses, costs, charges, expenses and liabilities whatsoever.

d. The Developer will also be responsible for the management and maintenance of the unsold flats.

ARTICLE - VIII : PLAN / PERMISSIONS

8.1.1 For the purpose of undertaking development of the said premises the Developer will cause a modified or revised or new map or plan to be prepared initially consisting of ground floor and various upper floors subject to approval by

1. *Harshad Gopin*
 2. *Rameshwar Gane*
 3. *Sureshwar Gopin*
 4. *Prasannaes Gopin*
 5. *Siddharath Gopin*
 6. *Sirir Kharar Gopin*
- DIT DEVELOPERS
Jalid - S. Jeyaraj
Partner
- DIT DEVELOPERS
Smith Jeyaraj
Partner
- DIT DEVELOPERS
Beeby Jeyaraj
Partner

owners and will submit the same to Asansol Municipal Corporation, Office for sanction Plan in the name of the Owners and make construction of new building and / or building on the said premises as per the sanction building plan with such modification in accordance with law and the developer shall engage and / or appoint Architect, Engineers, Contractors or Sub- Contractors and other agents for the said purpose and shall make payments of their fees and/or charges. The Developer shall undertake that all future fees or other amounts payable in this connection will be paid by the Developer, and shall never make the owners responsible or liable for the same;

8.1.2 The Developer shall take all steps to obtain all permissions approvals and /or sanctions as may be necessary and /or required at their expense and the owners hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required to enable the Developer to effectively comply with the said obligations.

8.1.3 The Developer is entitled to obtain loans and finances from banks/financial institutions/private finances. Similarly, any intending purchaser/transferee can also create a charge or mortgage in respect of the area/unit intended to be purchased to any bank/financial institution or private financiers to obtain loan. And the owners shall sign, permit and provide NOC if required to mortgage such unit/flats/shop with banks/financial institutions/private finances.

9. ARTICLE - IX: MISCELLANEOUS:

9.1.1 The Owners and the Developer shall be entitled to enter into agreements for sale transfer in respect of their respective allocation but it shall be the obligation on the part of the Developer to remain responsible whereby intending purchasers shall be liable to contribute various amounts on account of proportionate share or contribution towards transformer and electric connection, H.T. and L.T. Lines deposits for electric meter, costs for stand by generator, capital cost for equipment and development, maintenance deposits and documentation charges and Municipal rates and taxes. In the event of the Owners and / or Developer deciding to retain for themselves any of the units, apartments, constructed spaces and car parking spaces, then and in that event

1 *Mansoor Ganesi*

2 *Rameshwar Ghose*

3 *Sourab Das Goswami*

4 *Prasanna Das Goswami*

5 *Siddhartha Das Goswami*

6 *Sisir Kumar Das Goswami*

DIVIT DEVELOPERS
Jeelut- K. Ghosh
Partner

DIVIT DEVELOPERS
Smith Ghosh
Partner

DIVIT DEVELOPERS
Braabty Ghosh
Partner

Developer shall be liable to pay and contribute the proportionate amounts as stated herein above to the Developer.

9.1.2 That any amenities like Generator power supply for common areas, Common Lights, Security Guards, Sweepers, maintenance costs, common electricity bills, drainage clearance etc. for extra charges shall be borne by developer and after selling the property it will be borne by the flat owners and their association.

9.1.3 Court having jurisdiction of Asansol shall have the jurisdiction to entertain try all actions, suits, proceedings arising out such arbitration.

9.1.4 All disputes, and differences arising out of or in relation with this agreement shall be referred to arbitration under the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force.

10. ARTICLE - X : TITLE DEEDS :

The Owners hereby agrees and undertakes that they shall hold the original Deeds of Conveyance in respect of the portions forming part of the said Entire Premises and shall keep the same in safe custody and shall offer the same for inspection and production as and when required by the Developer or the intending purchaser of any unit in Project.

11. ARTICLE - XI : PROCEDURES :

The Owners shall execute and register a General Power of Attorney in favour of the Developer and/or its nominee and/or nominee(s) as may be required for the purpose of obtaining necessary permission/ approvals and sanctions from different authorities in connection with the construction of the said new buildings upon the land described in the schedule and also for pursuing and following up the matter with the Asansol Municipal Corporation, Office, Fire Department, authorities under West Bengal Building (Construction and Transfer) by Promoter Act, Pollution and Environment Control Authorities, Directorate of Electricity, for obtaining Lift License, permission for Generator, for obtaining Sewerage Connection, Water, Electricity supply and/or modification and changes of the

1 Anand Kumar Goswami
 2 Animeswar Goswami
 3 Sankar Das Goswami
 4 Prasanna Kumar Goswami
 5 Siddhartha Das Goswami
 6 Sirir Kumar Goswami

DIVIT DEVELOPERS
 Jitendra K. Ghoshal
 Partner

DIVIT DEVELOPERS
 Smitha Ghoshal
 Partner

DIVIT DEVELOPERS
 Anubha Ghoshal
 Partner

and for obtaining the completion and occupancy Certificates and other authorities and for booking and/or entering into agreement for sale of the property flats, parking etc. of the total saleable space.

12. ARTICLE - XII : BUILDINGS :

12.1.1 The Developer shall at its own costs construct erect and complete the project on the said property in accordance with the sanction plan as per the specifications described in the schedule hereunder written and the common facilities and amenities herein before mentioned with first class material as may be certified by the Architect of the said project and the consent of the owners and the same shall be completed within the completion date.

12.1.2 Subject as aforesaid the decision of the Architect and the consent of the owners regarding the quality of the materials shall be final and the project will be constructed erected and completed in accordance with the specifications details whereof are mentioned in the schedule hereunder in the schedule hereunder written.

12.1.3 The Owners shall deliver to the Developer Notorial Certified Copies of all the documents of title in his possession and exclusively relating to the said land within 30 days of execution of this agreement. It is also agreed that the Original of the Title Deeds and the relevant documents shall be available for inspection at the residence of owners on all working days with prior information to the intending buyers of flats, tenants, shops, godowns, and/or premises that may be mentioned herein.

12.1.4 The Developer shall be authorized in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement, iron, bricks, sand other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the project and other inputs and facilities required for the construction or for the better enjoyment of

1 *Narvel Govari*
 2 *Rameshwar Govari*
 3 *Sosobeswar Govari*
 4 *Pasameshwar Govari*
 5 *Siddheshwar Govari*
 6 *Spir Kumar Govari*

DIVIT DEVELOPERS
Jalid K. Ghoshal
 Partner

DIVIT DEVELOPERS
Smith Jijumond
 Partner

DIVIT DEVELOPERS
Baety Thunjumala
 Partner

the building for which purpose the Owners shall execute in favor of the Developer or its nominees as Power of Attorney and other Authorities as shall be required by the Developer Power of Attorney will remain in force until the Municipality or statutory authority's issues of completion building Certificate and all the conveyances of the various transferees are executed and registered.

12.1.5 The Developer shall at its own costs and expenses and without creating any financial and other liability on the owners construct and complete the Project and various units and/or apartments therein in accordance.

13. **TERMINATION :**

13.1 Both the Parties hereto shall not be entitled to cancel and/or rescind this agreement, however at the instance of this Agreement may be terminated or pre-determined in the event the any of the parties fails to perform any of its obligations mentioned herein.

13.2 In case the developer fails to perform any of its obligations mentioned herein the owners shall be liable to terminate the agreement and the developer has to pay damages for causing such loss to the Owners. The developer at all times shall be liable to keep the owners indemnified and harmless against all losses, claims, demands, damages, actions, proceedings, recourses, costs, charges, expenses and liabilities whatsoever.

13.3 In case it is found that the owners do not have the marketable title in respect of the subject land and/or fails to perform any of its obligations mentioned herein in such case the developer can terminate the agreement and the Developer shall be entitled to remove all materials and machineries brought by them and stored/lying at the site at the cost of the owners hereto without any hindrance from the Owners, and the owners bind to repay/refund the entire money received/taken from the developer.

13.3 It is also hereby certified that abovementioned land is not affected by any restriction of urban land Ceiling and Regulation Act 1976 and the same is not under any claim of any Government Authority or Local Municipality or any other Govt. Authority or Local Authority like other bodies

1 *Harvinder Grewal*
 2 *Rameshwar Grewal*
 3 *Sureshwar Grewal*
 4 *Rameshwar Grewal*
 5 *Siddharwar Grewal*
 6 *Sisir Kumar Grewal*

DVIT DEVELOPERS
Abhilash Singh
 Partner

DVIT DEVELOPERS
Smriti Singh
 Partner

DVIT DEVELOPERS
Bhavya Singh
 Partner

ARBITRATION:

Any differences of matter arising of these presents shall be settled amicably between the parties hereto in the first instance. In the case of failure to sertie the difference/s mutually one or more arbitrators may be appointed by the parties hereto and the decision of such arbitrator/s and in the case of differences amongst the arbitrators, the decision of umpire as pre selected by the arbitrators before entering into arbitration, shall be final, conclusive and binding on the parties hereto.

15.OBLIGATIONS OF LEGAL HEIRS:

15.1.1 In the event of death of any of the parties herein above the appointed Legal Heirs of the same shall have the same powers & duties as available to the parties herein above and the Legal Heirs shall also be bound to comply with all the representations, warranties, terms Bconditions which are applicable to the parties herein above.

SCHEDULE OF THE PROPERTY SCHEDULE A

PROPERTY OF

THE FIRST PARTY SRI TARAKESWAR GOARI.

Dist- Pashim Bardhaman, registry, Sub- registry and P.S. Raniganj, Within Asansol Municipal Corporation, Mouza- Raniganj, J.L No-24, LR Khatian No. 3167, bearing LR Plot No. 117 measuring an area of 0.16 Acre, & 140 measuring an area of 0.033 Acre, In total 0.1930 Acres, which inherent property received from Grandmother Late Nehali Bala Dasi, which is shown delineated in the sketch map.

PROPERTY OF

THE SECOND PARTY SRI RAMESWAR GORAL

DistPashimBardhaman, registry, Sub- registry and PS Raniganj. Within Asansol Municipal Corporation, MouzaRaniganj, JL. No-24 LR Khatian No 3164, bearing LR Plot No 117, which inherent property received from Grandmother Late NehalBalaDasi, measuring an area of 0.1450 Acre which is shown delineated in the sketch map.

Narand Goswami

1. *Narand Goswami*
 2. *Rameswar Goswami*
 3. *Sasibhus Goswami*
 4. *Rameswar Goswami*
 5. *Siddhar Goswami*
 6. *Sisir Goswami*
-
1. *Jai Singh*
DMIT DEVELOPERS
Partner
 2. *Smith Singh*
DMIT DEVELOPERS
Partner
 3. *Bandy Singh*
DMIT DEVELOPERS
Partner

PROPERTY OF
ALLOTTED TO THE THIRD PARTY SRI SARBESWAR GORAI

Dist- Pashim Bardhaman, registry, Sub- registry and P.S. Raniganj, Within Asansol Municipal Corporation, Mouza- Raniganj, J.L No-24, L.R Khatian No. 3163, bearing L.R Plot No. 117, which inherent property received from Grandmother Late Nehali Bala Dasi, measuring an area of 0.1450 Acre which is shown delineated in the sketch map.

PROPERTY OF
ALLOTTED TO THE FOURTH PARTY SRI PARAMESWAR GORAI (also Known as PARESH CHANDRA GORAI)

Dist- Pashim Bardhaman, registry, Sub- registry and P.S. Raniganj, Within Asansol Municipal Corporation, Mouza- Raniganj, J.L No-24, L.R Khatian No. 3161, bearing L.R Plot No. 117, which inherent property received from Grandmother Late Nehali Bala Dasi, measuring an area of 0.1860 Acre which is shown delineated in the sketch map.

PROPERTY OF
ALLOTTED TO THE FIFTH PARTY SRI SIDDHESWAR GORAI

Dist- Pashim Bardhaman, registry, Sub- registry and P.S. Raniganj, Within Asansol Municipal Corporation, Mouza- Raniganj, J.L No-24, L.R Khatian No. 3162, bearing L.R Plot No. 117, which inherent property received from Grandmother Late Nehali Bala Dasi, measuring an area of 0.1710 Acre which is shown delineated in the sketch map.

PROPERTY OF
ALLOTTED TO THE SIXTH PARTY SISIR KUMAR GORAI

Dist- Pashim Bardhaman, registry, Sub- registry and P.S. Raniganj, Within Asansol Municipal Corporation, Mouza- Raniganj, J.L No-24, L.R Khatian No. 3165, bearing L.R Plot No. 117, the said property is received in gift form his mother Late Siddheswar Gorai & sister Detail Bakshi, measuring an area of 0.1130 Acre which is shown delineated in the sketch map.

N. Sarbeswar Gorai

- 1 *Narayan Gorai*
 - 2 *Sarbeswar Gorai*
 - 3 *Sarbeswar Gorai*
 - 4 *Parameswar Gorai*
 - 5 *Siddheswar Gorai*
 - 6 *Sisir Kumar Gorai*
- DIVT DEVELOPERS
Said K. Ghoshal
Partner
- DIVT DEVELOPERS
Smith Thakur
Partner
- DIVT DEVELOPERS
Bisui Thakurwala
Partner

The finger Prints in both hands of both the executant and the Attorney have taken on a separate Sheet(dummay) and attached herewith which will be treated as Part of this deed.

In witness Where-of I the Executant do hereunto put my signature on this the 17th day of January 2023.

WITNESSES

1. Hari Shankar Thakur
S/o: Lt. Deodhar Thakur
P. N. M. Road, Raniganj
P. Bunderan (W. B.)
Suresh Kumar
Sottari Shankar Thakur
P. N. Malia Road, Raniganj
P. Bunderan (W. B.)
- 2.

1. Naravel Gorai
2. Ramaswaraj Gorai
3. Sambeswar Gorai
4. Parameswar Gorai
5. Siddhewar Gorai
6. Sisir Kumar Gorai

Drafted by me &
typed in my office::

Sulokha P. Chakraborty
Good writer Lic no. 21
Raniganj A.D. S.R. Office

OWNERS and Party of the First Part

DIVIT DEVELOPERS

1. Lata K. Jha
Partner

DIVIT DEVELOPERS

2. Smith Jha
Partner

DIVIT DEVELOPERS

3. Preeti Jha
Partner

Law Clerk :-

Hari Shankar Thakur

Hari Shankar Thakur

P.N. Malia Road, Raniganj.

**REPRESENTATIVE PARTNERS OF DIVIT DEVELOPERS
[DEVELOPER and Party of the Second Part]**

র - গ্রহীতা/দাতা দশ হস্তাঙ্গুলীর টিপ ছাপ ও ফটো

	বৃদ্ধাঙ্গুল	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডান হাত					



Narayan Gorai

বাম হাত					
	বৃদ্ধাঙ্গুল	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডান হাত					



Ramaswaraj Gorai

বাম হাত					
	বৃদ্ধাঙ্গুল	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডান হাত					



Sarbeswar Gorai

বাম হাত					
	বৃদ্ধাঙ্গুল	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডান হাত					



Parasmeswar Gorai

বাম হাত					
	বৃদ্ধাঙ্গুল	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডান হাত					



Sillharwar Gorai

র - গ্রহীতা/দাতা দশ হস্তাঙ্গুলীর টিপ ছাপ ও ফটো

	বৃদ্ধাঙ্গুল	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডান হাত					



Sirir Kumar Gora

স্বাক্ষর Sirir Kumar Gora

বাম হাত					
	বৃদ্ধাঙ্গুল	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডান হাত					



Jeet K. Ghoshal

DIVIT DEVELOPERS

স্বাক্ষর Jeet K. Ghoshal

বাম হাত		Partner			
	বৃদ্ধাঙ্গুল	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডান হাত					



Smitha Ghoshal

DIVIT DEVELOPERS

স্বাক্ষর Smitha Ghoshal

বাম হাত		Partner			
	বৃদ্ধাঙ্গুল	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডান হাত					



Preeti Ghoshal

DIVIT DEVELOPERS

স্বাক্ষর Preeti Ghoshal

বাম হাত		Partner			
	বৃদ্ধাঙ্গুল	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
ডান হাত					



ফটো

স্বাক্ষর _____

5 P-232 of 19.1.2023



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

80AB 343782

34

06 FEB 2023

Before the Ld. Executive Magistrate at Asansol.

AFFIDAVIT

I, **SRI PARAMESWAR GORAI** son of Bhuban Chandra Gorai, by occupation-Business, by faith-Hindu, a resident of Dr. R.R.Road, Near Dal Patty More, P.O- & P.S- Raniganj, Pin- 713347, District- Paschim Bardhman, (W.B) do hereby solemnly affirm and declare as follows:-

- 1) That my name is SRI PARAMESWAR GORAI and am also known as SRI PARESH CHANDRA GORAI .
- 2) That in some documents recorded as SRI PARAMESWAR GORAI son of Bhuban Chandra Gorai but in some places recorded as SRI PARESH CHANDRA GORAI son of Bhuban Chandra Gorai
- 2) That SRI PARAMESWAR GORAI and SRI PARESH CHANDRA GORAI is same and one identical person i.e. myself.
- 3) That I require this affidavit to submit it before the competent authority as a proof that SRI PARAMESWAR GORAI and SRI PARESH CHANDRA GORAI is same and one identical person i.e. myself.

That I Statements made hereinabove are true to the best of my knowledge and belief. I Sign and swear this AFFIDAVIT on this the _____ th day of February 2023 at Asansol Court.



Solemnly affirmed by Parameswar Gorai
 Identified by me R. Choudhary son/daughter of B. Ch. Gorai
 Advocate R. Ch. Gorai (Advocate) Parameswar Gorai
 En.No. 10185 of the _____ day of Feb, 2023. **DECLARANT**


 Executive Magistrate
 Asansol

PLAN SHOWING IN MOUZA RANIGANJ J.L NO:- 24 R.S PLOT NO:- 52 & 54 L.R PLOT NO:- 117 & 140 P.S:-RANIGANJ DIST:- PASCHIM BARDHAMAN SCALE:- 32"=1 MILE

LAND MEASURING AREA :-

0.920 ACRE WITHIN R.S PLOT NO:- 52 L.R PLOT NO:-117

0.033 ACRE WITHIN R.S PLOT NO:- 54 L.R PLOT NO:-140

0.953 ACRE SHOWN THUS

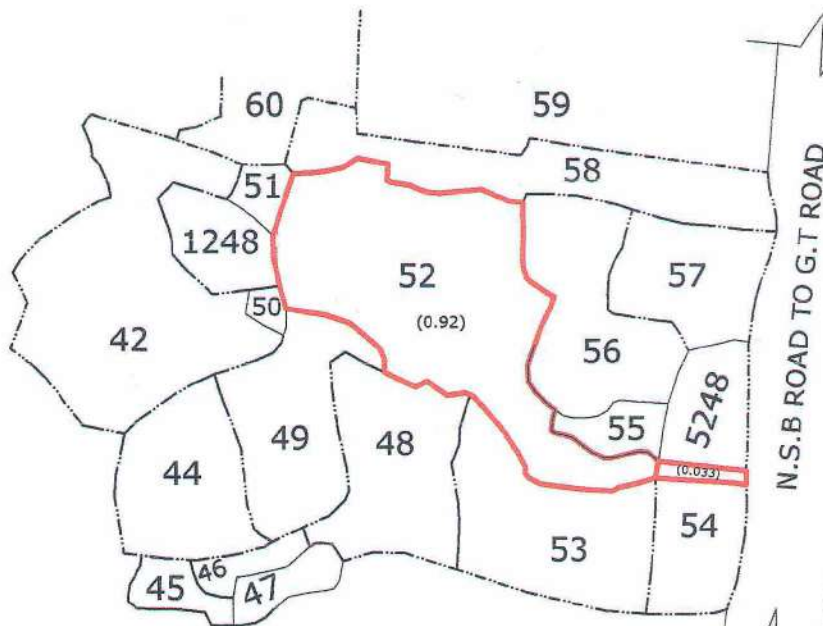
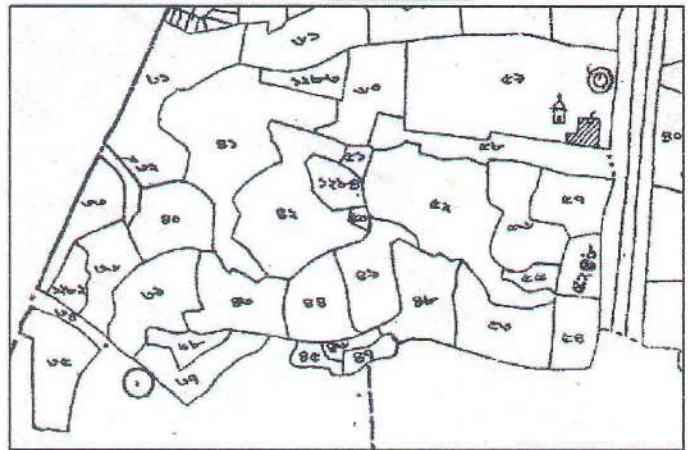
OWNER OF THE LAND:-

- 1) TARAKESWAR GORAI S/O LATE BHUBAN CHANDRA GORAI
- 2) SIDDHESWAR GORAI S/O LATE BHUBAN CHANDRA GORAI
- 3) RAMESWAR GORAI S/O LATE BHUBAN CHANDRA GORAI
- 4) SARBESWAR GORAI S/O LATE BHUBAN CHANDRA GORAI
- 5) PARAMESWAR (PARESH CHANDRA) GORAI S/O LATE BHUBAN CHANDRA GORAI
- 6) SISIR KUMAR GORAI S/O LATE DINA BANDHU GORAI

Tarakeswar Gorai
Siddheswar Gorai
Rameswar Gorai
Parameswar Gorai
Sarbeswar Gorai
Sisir Kumar Gorai



MOUZA MAP



DIVIT DEVELOPERS
Salit K. Ghosh
 Partner

DIVIT DEVELOPERS
Smith Ghosh
 Partner

DIVIT DEVELOPERS
Preety Jhunjhunwala
 Partner

A

DAYAMOY MONDAL
 LAND SURVEYOR
 Reg.No.W.B./K-536/2004
 BALLAVPUR RANIGANJ
 M MAR 21 P 67

Major Information of the Deed

No :	I-2304-02065/2023	Date of Registration	11/04/2023
Registry No / Year	2304-2000160420/2023	Office where deed is registered	
Query Date	19/01/2023 10:22:28 AM	A.D.S.R. RANIGANJ, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	HARI SHANKAR THAKUR P.N.Malia Road, Shishu Bagan, Kora Para, Raniganj, Thana : Raniganj, District : Paschim Bardhaman, WEST BENGAL, PIN - 713347, Mobile No. : 8509454682, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Stampduty Paid(SD)	Rs. 4,29,02,541/-		
Rs. 75,000/- (Article:48(g))	Registration Fee Paid		
Remarks	Rs. 7/- (Article:E)		
	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		







Land Details :




District: Paschim Bardhaman, P.S:- Raniganj, Municipality: RANIGANJ, Road: N.S.B Road, Road Zone : (N.S.B. Road from Punjabi More -- Tarbangla) , Mouza: Raniganj Municipality, JI No: 24, Pin Code : 713347

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-117 (RS :-52)	LR-3167	Bastu	Baid	0.16 Acre		71,43,866/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	LR-140 (RS :-54)	LR-3167	Bastu	Baid	0.033 Acre		18,25,312/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L3	LR-117 (RS :-52)	LR-3164	Bastu	Baid	0.145 Acre		64,74,129/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L4	LR-117 (RS :-52)	LR-3163	Bastu	Baid	0.145 Acre		64,74,129/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L5	LR-117 (RS :-52)	LR-3161	Bastu	Baid	0.186 Acre		83,04,744/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L6	LR-117 (RS :-52)	LR-3162	Bastu	Baid	0.171 Acre		76,35,006/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,

(RS)	LR-3165	Bastu	Baid	0.113 Acre		50,45,355/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
TOTAL :				95.3Dec	0 /-	429,02,541 /-	
Grand Total :				95.3Dec	0 /-	429,02,541 /-	

Land Lord Details :



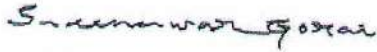
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr TARAKESWAR GORAI (Presentant) Son of Late BHUBAN CHANDRA GORAI Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office	Photo  19/01/2023	Finger Print  LTI 19/01/2023	Signature  19/01/2023
65,DR. R.R. ROAD, NEAR DALPATTY MORE, City:- Raniganj, P.O:- RANIGANJ, P.S:-Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: ACxxxxxx3M,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office				
2	Name Mr RAMESWAR GORAI Son of Late BHUBAN CHANDRA GORAI Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office	Photo  19/01/2023	Finger Print  LTI 19/01/2023	Signature  19/01/2023
P.N.MALIA ROAD,, City:- Raniganj, P.O:- RANIGANJ, P.S:-Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: ACxxxxxx5D,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office				

Name	Photo	Finger Print	Signature
SARBESWAR GORAI Son of Late BHUBAN CHANDRA GORAI Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office	 19/01/2023	 LTI 19/01/2023	 19/01/2023




65, DR. R.R. ROAD, NEAR DALPATTY MORE, City:- Raniganj, P.O:- RANIGANJ, P.S:-Raniganj,
 District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347 Sex: Male, By Caste: Hindu,
 Occupation: Others, Citizen of: India, PAN No.:: ACxxxxxx0B,Aadhaar No Not Provided by UIDAI,
 Status :Individual, Executed by: Self, Date of Execution: 11/01/2023
 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office

Name	Photo	Finger Print	Signature
Mr PARAMESWAR GORAI, (Alias: Mr PARESH CHANDRA GORAI) Son of Late BHUBAN CHANDRA GORAI Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office	 19/01/2023	 LTI 19/01/2023	 19/01/2023

65, DR. R.R.ROAD, NEAR DALPATT MORE, City:- Raniganj, P.O:- RANIGANJ, P.S:-Raniganj,
 District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347 Sex: Male, By Caste: Hindu,
 Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx3C,Aadhaar No Not Provided by UIDAI,
 Status :Individual, Executed by: Self, Date of Execution: 11/01/2023
 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office

Name	Photo	Finger Print	Signature
Mr SIDDHESWAR GORAI Son of Late BHUBAN CHANDRA GORAI Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office	 19/01/2023	 LTI 19/01/2023	 19/01/2023



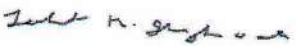



65, DR. R.R. ROAD, NEAR DALPATTY MORE, City:- Raniganj, P.O:- RANIGANJ, P.S:-Raniganj,
 District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347 Sex: Male, By Caste: Hindu,
 Occupation: Others, Citizen of: India, PAN No.:: AGxxxxxx0H,Aadhaar No Not Provided by UIDAI,
 Status :Individual, Executed by: Self, Date of Execution: 11/01/2023
 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office

Name	Photo	Finger Print	Signature
SISIR KUMAR GORAI Son of Late DINABANDHU GORAI Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office	 19/01/2023	 LTI 19/01/2023	 19/01/2023
39, N.S.B. ROAD, NEAR TARBANGALA WATER TANK, City:- Raniganj, P.O:- RANIGANJ, P.S:- Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ACxxxxxx2D,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 19/01/2023 ,Place : Office			



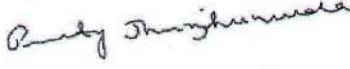
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	DIVIT DEVELOPERS 64 NS B ROAD, City:- , P.O:- RANIGANJ, P.S:-Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347 , PAN No.:: AAxxxxxx9M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Mr LALIT KUMAR JHUNJHUNWALA Son of Late DWARKA DAS JHUNJHUNWALA Date of Execution - 11/01/2023, , Admitted by: Self, Date of Admission: 19/01/2023, Place of Admission of Execution: Office	 Apr 11 2023 11:29AM	 LTI 11/04/2023	 11/04/2023
109 P N ROAD, RANIGANJ, City:- , P.O:- RANIGANJ, P.S:-Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx6A,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : DIVIT DEVELOPERS (as PARTNER)				
2	Mr SMITH JHUNJHUNWALA Son of Mr LALIT KUMAR JHUNJHUNWALA Date of Execution - 11/01/2023, , Admitted by: Self, Date of Admission: 19/01/2023, Place of Admission of Execution: Office	 Apr 11 2023 11:30AM	 LTI 11/04/2023	 11/04/2023

ROAD, RANIGANJ, City:- , P.O:- RANIGANJ, P.S:-Raniganj, District:-Paschim Bardhaman,
 Bengal, India, PIN:- 713347, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, ,
 PAN No.:: AJxxxxxx4B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of :
 DIVIT DEVELOPERS (as PARTNER)

3	Name	Photo	Finger Print	Signature
	Mrs PREETY JHUNJHUNWALA Wife of SMITH JHUNJHUNWALA Date of Execution - 11/01/2023, , Admitted by: Self, Date of Admission: 19/01/2023, Place of Admission of Execution: Office			
		Apr 11 2023 11:31AM	LTI 11/04/2023	11/04/2023
	109 P N MALIA ROAD,, City:- , P.O:- RANIGANJ, P.S:-Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347, Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: AZxxxxxx9M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : DIVIT DEVELOPERS (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr HARI SHANKAR THAKUR Son of Late DEODHARI THAKUR P.N.MALIA ROAD, RANIGANJ, City:- Raniganj, P.O:- RANIGANJ, P.S:- Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347			
	19/01/2023	19/01/2023	19/01/2023
Identifier Of Mr TARAKESWAR GORAI, Mr RAMESWAR GORAI, Mr SARBESWAR GORAI, Mr PARAMESWAR GORAI, Mr SIDDHESWAR GORAI, Mr SISIR KUMAR GORAI, Mr LALIT KUMAR JHUNJHUNWALA, Mr SMITH JHUNJHUNWALA, Mrs PREETY JHUNJHUNWALA			

Transfer of property for L1		
From	To. with area (Name-Area)	
Mr TARAKESWAR GORAI	-0.053 Acre,-0.053 Acre,-0.054 Acre	
Transfer of property for L2		
SI.No	From	To. with area (Name-Area)
1	Mr TARAKESWAR GORAI	-0.011 Acre,-0.011 Acre,-0.011 Acre
Transfer of property for L3		
SI.No	From	To. with area (Name-Area)
1	Mr TARAKESWAR GORAI	-0.049 Acre,-0.049 Acre
2	Mr RAMESWAR GORAI	-0.047 Acre
Transfer of property for L4		
SI.No	From	To. with area (Name-Area)
1	Mr SARBESWAR GORAI	-0.049 Acre,-0.049 Acre,-0.047 Acre
Transfer of property for L5		
SI.No	From	To. with area (Name-Area)
1	Mr PARAMESWAR GORAI	-0.062 Acre,-0.062 Acre,-0.062 Acre
Transfer of property for L6		
SI.No	From	To. with area (Name-Area)
1	Mr SIDDHESWAR GORAI	-0.057 Acre,-0.057 Acre,-0.057 Acre
Transfer of property for L7		
SI.No	From	To. with area (Name-Area)
1	Mr SISIR KUMAR GORAI	-0.038 Acre,-0.037 Acre,-0.038 Acre

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Raniganj, Municipality: RANIGANJ, Road: N.S.B Road, Road Zone : (N.S.B. Road from Punjabi More -- Tarbangla) , Mouza: Raniganj Municipality, JI No: 24, Pin Code : 713347

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 117, LR Khatian No:- 3167	Owner:তারকেশ্বর গরুই, Gurdian:ভুবন চন্দ্র, Address:নিজ , Classification:বাইদ, Area:0.16000000 Acre,	Mr TARAKESWAR GORAI
L2	LR Plot No:- 140, LR Khatian No:- 3167	Owner:তারকেশ্বর গরুই, Gurdian:ভুবন চন্দ্র, Address:নিজ , Classification:বাইদ, Area:0.03300000 Acre,	Mr TARAKESWAR GORAI
L3	LR Plot No:- 117, LR Khatian No:- 3164	Owner:রামেশ্বর গরুই, Gurdian:ভুবন , Address:নিজ , Classification:বাইদ, Area:0.14500000 Acre,	Mr RAMESWAR GORAI

	Plot No:- 117, LR Khatian No:- 3163	Owner:সৰ্বেশ্বৰ গৰাই, Gurdian:ভূবন , Address:নিজ , Classification:বাইদ, Area:0.14500000 Acre,	Mr SARBESWAR GORAI
	LR Plot No:- 117, LR Khatian No:- 3161	Owner:পৰমেশ্বৰ (পৰেশচন্দ্র) গৰাই, Gurdian:ভূবন , Address:নিজ , Classification:বাইদ, Area:0.18600000 Acre,	Mr PARAMESWAR GORAI
L6	LR Plot No:- 117, LR Khatian No:- 3162	Owner:সিদ্ধেশ্বৰ গৰাই, Gurdian:ভূবন , Address:নিজ , Classification:বাইদ, Area:0.17100000 Acre,	Mr SIDDHESWAR GORAI
L7	LR Plot No:- 117, LR Khatian No:- 3165	Owner:শিশিৰ কুমাৰ গৰাই, Gurdian:দীনবন্ধু , Address:নিজ , Classification:বাইদ, Area:0.11300000 Acre,	Mr SISIR KUMAR GORAI

Endorsement For Deed Number : I - 230402065 / 2023

19-01-2023

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

Presented for registration at 13:42 hrs on 19-01-2023, at the Office of the A.D.S.R. RANIGANJ by Mr TARAKESWAR GORAI, 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 4,29,02,541/-

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

Execution is admitted on 19/01/2023 by 1. Mr TARAKESWAR GORAI, Son of Late BHUBAN CHANDRA GORAI, 65, DR. R.R. ROAD, NEAR DALPATTY MORE, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Paschim Bardhaman, WEST BENGAL, India, PIN - 713347, by caste Hindu, by Profession Others, 2. Mr RAMESWAR GORAI, Son of Late BHUBAN CHANDRA GORAI, P.N.MALIA ROAD,, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Paschim Bardhaman, WEST BENGAL, India, PIN - 713347, by caste Hindu, by Profession Others, 3. Mr SARBESWAR GORAI, Son of Late BHUBAN CHANDRA GORAI, 65, DR. R.R. ROAD, NEAR DALPATTY MORE, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Paschim Bardhaman, WEST BENGAL, India, PIN - 713347, by caste Hindu, by Profession Others, 4. Mr PARAMESWAR GORAI, Alias Mr PARESH CHANDRA GORAI, Son of Late BHUBAN CHANDRA GORAI, 65, DR. R.R. ROAD, NEAR DALPATTY MORE, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Paschim Bardhaman, WEST BENGAL, India, PIN - 713347, by caste Hindu, by Profession Others, 5. Mr SIDDHESWAR GORAI, Son of Late BHUBAN CHANDRA GORAI, 65, DR. R.R. ROAD, NEAR DALPATTY MORE, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Paschim Bardhaman, WEST BENGAL, India, PIN - 713347, by caste Hindu, by Profession Others, 6. Mr SISIR KUMAR GORAI, Son of Late DINABANDHU GORAI, 39, N.S.B. ROAD, NEAR TARBANGALA WATER TANK, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Paschim Bardhaman, WEST BENGAL, India, PIN - 713347, by caste Hindu, by Profession Others

Indetified by Mr HARI SHANKAR THAKUR, , , Son of Late DEODHARI THAKUR, P.N.MALIA ROAD, RANIGANJ, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Paschim Bardhaman, WEST BENGAL, India, PIN - 713347, by caste Hindu, by profession Others

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

Execution is admitted on 19-01-2023 by Mr LALIT KUMAR JHUNJHUNWALA, PARTNER, DIVIT DEVELOPERS, 64 NS B ROAD, City:- , P.O:- RANIGANJ, P.S:-Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347

Indetified by Mr HARI SHANKAR THAKUR, , , Son of Late DEODHARI THAKUR, P.N.MALIA ROAD, RANIGANJ, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Paschim Bardhaman, WEST BENGAL, India, PIN - 713347, by caste Hindu, by profession Others

Execution is admitted on 19-01-2023 by Mr SMITH JHUNJHUNWALA, PARTNER, DIVIT DEVELOPERS, 64 NS B ROAD, City:- , P.O:- RANIGANJ, P.S:-Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347

Indetified by Mr HARI SHANKAR THAKUR, , , Son of Late DEODHARI THAKUR, P.N.MALIA ROAD, RANIGANJ, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Paschim Bardhaman, WEST BENGAL, India, PIN - 713347, by caste Hindu, by profession Others

Execution is admitted on 19-01-2023 by Mrs PREETY JHUNJHUNWALA, PARTNER, DIVIT DEVELOPERS, 64 NS B ROAD, City:- , P.O:- RANIGANJ, P.S:-Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347

Indetified by Mr HARI SHANKAR THAKUR, , , Son of Late DEODHARI THAKUR, P.N.MALIA ROAD, RANIGANJ, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Paschim Bardhaman, WEST BENGAL, India, PIN - 713347, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- (E = Rs 7.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/01/2023 4:25PM with Govt. Ref. No: 192022230260963411 on 19-01-2023, Amount Rs: 7/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2019836475 on 19-01-2023, Head of Account 0030-03-104-001-16

Stamp Duty

that required Stamp Duty payable for this document is Rs. 75,000/- and Stamp Duty paid by Stamp Rs

00/-, by online = Rs 70,000/-

Description of Stamp

Stamp: Type: Impressed, Serial no 372, Amount: Rs.5,000.00/-, Date of Purchase: 11/01/2023, Vendor name: Ashis Mandal

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/01/2023 4:25PM with Govt. Ref. No: 192022230260963411 on 19-01-2023, Amount Rs: 70,000/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2019836475 on 19-01-2023, Head of Account 0030-02-103-003-02



Sankha Bandyopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RANIGANJ
Paschim Bardhaman, West Bengal

On 11-04-2023

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.



Sankha Bandyopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RANIGANJ
Paschim Bardhaman, West Bengal

ate of Registration under section 60 and Rule 69.

entered in Book - I

Volume number 2304-2023, Page from 36044 to 36079
Being No 230402065 for the year 2023.



Digitally signed by Sankha
Bandyopadhyay
Date: 2023.04.12 13:23:28 +05:30
Reason: Digital Signing of Deed.

(Sankha Bandyopadhyay) 2023/04/12 01:23:28 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RANIGANJ
West Bengal.

(This document is digitally signed.)