

SL No - 854/2024

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28.02.2024
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Carried that the document is
admitted to registration. The
signature sheet with the
endorsement sheet attached
with this document are the pa-
rt of this document.

28/02/24

Prabir Sinha

JAI BALAJI CONSTRUCTION
Lalit k. Agarwal
Partner

JAI BALAJI CONSTRUCTION
Ajay Kumar Tiwari
Partner

DEED OF DEVELOPMENT AGREEMENT

THIS THE DEED OF AGREEMENT made at Purulia Town in the District of Purulia West Bengal this the 23rd day of February 2024.

BETWEEN

Sri Prabir Sinha (PAN-AXMPS5919B) son of late Saroj Kumar Sinha, resident of Mohalla Ketika, J.K. College Road, within Purulia Town, P. O. Purulia, P. S. Purulia Town, District Purulia, W. B. herein after referred as **OWNER/Landlord** (which term or expression shall unless excluded by or repugnant to the context be deemed to include his successor/successors, successors- in- interest and assigns) of the One Part.

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মূল্যের স্ট্যাম্প না থাকায়
নং জোড়া দিয়ে পূরণ করিলাম

Pravash Banerjee

PRAVASH BANERJEE

S.V. Purulia



3

Additional District
Sub-Registrar

23 Feb 2024

Purulia (W.B.)

Prabin Sinha

(2)

AND

JAI BALAJI CONSTRUCTION
Lalit K. Agarwal
Partner

JAI BALAJI CONSTRUCTION
Piyush Kumar Tulsyan
Partner

M/S JAI BALAJI CONSTRUCTION (PAN-AATFJ8609F) a Partnership Firm having its Registered Office at Mohalla Munsiffdanga, K.N. Chakraborty Lane, within Purulia Town, P. O. Purulia, P. S. Purulia Town, District Purulia, W.B. represented by its **Partners 1. Sri Lalit Kumar Agarwal (PAN-AFXPA2620L)** son of Sri Manohar Lal Agarwal, resident of Mohalla Munsiffdanga, Kalpataru Complex, P. O. Purulia, P. S. Purulia Town, District Purulia, West Bengal **2. Sri Piyush Kumar Tulsyan (PAN-ABRPT1522C)** son of Sri Brij Mohan Tulsyan, resident of Mohalla Munsiffdanga, Kalpataru Complex, P. O. Purulia, P. S. Purulia Town, District Purulia, West Bengal (which term or expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors- in interest and assigns) herein after referred as **DEVELOPER** of the Other Part.

WHEREAS one Labanya Mayi Dasi (Sarkar) wife of Panchanan Sarkar had considerable landed property and the property fully described in the Schedule below of this Deed (for the sake of brevity herein after referred as Schedule Property) is part thereof.

AND WHEREAS after demise of Labanya Mayi Dasi her all interest has been devolved upon her only daughter Smt. Usha Sarkar wife of Jagadindra Sarkar. By this way Usha Sarkar inherited the schedule property from her mother and subsequently in the year of 2009 by virtue of a registered sale deed being no. 4963 dated 26.11.2009 sold and delivered the scheduled property to Prabin Sinha i.e. the landlord of this agreement. After purchasing the schedule property the landlord becomes the rightful Owner and he duly mutated his name before the concerning office of B. L. & L.R.O.

AND WHEREAS the Schedule property, which consists of Land is under the possession of the OWNER having valid right, title, interest therein free from all encumbrances, attachment, mortgage, charges and liens pendants. And any other liabilities of any nature whatsoever and howsoever and the owners are in peaceful possession of the said property, the owner have assured the developer that they have marketable and saleable right and title over the schedule property.

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

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

AND WHEREAS the DEVELOPER has proposed the OWNER to permit him to develop the Schedule property after amalgamating with the land of other co-sharers in the same plot with the schedule property by raising/constructing new multistoried building thereon as per the Plan that may be sanctioned by Purulia Municipality and/or other authorities and to put up building/buildings thereon at his own costs and expenses, which the OWNER have agreed to do on certain terms and conditions, mutually and voluntarily agreed upon by and between the OWNER and DEVELOPER.

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

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

- Cl. 1. That the Owner shall permit the Developer to develop the schedule property and/or construct the building after amalgamating the land which belongs to the other co-sharers and the DEVELOPER shall develop at its own costs, risks, expenses and responsibility and on 'principal to principal' basis and not as agent of the Owner by putting multi-storied building or buildings on the land of which the land fully described in the schedule below of this Deed is part as per the Plan/Plans that may be sanctioned by the Purulia Municipality and as per the terms and conditions that may be imposed by the concerned authority while sanctioning the said Plan /Plans.
- a. That the first party/landowner have fully assured that is no objection or hindrance or obstacles in obtaining approval and sanctioned plan for construction of multi storied building/apartment from the competent authorities.
- b. That first party/land owner further assured the developer that apart from them, no one else is/are entitled to or has/have any right and interest over the schedule property or any part thereof either as co-sharers and co-interested persons. The first party/land owners are not the benamdar trustee for any one in respect of the schedule property

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Partner

and the first party/ land owner are fully entitled to transfer, convey, dispose and alienate the property in any manner to any one as he think / thinks proper and fit as per his own and sole discretion.

- c. That the first party/land owner also assured the developer that the developer will be in no manner liable for any of the outgoing and outstanding dues relating to the schedule land for the period prior to execution of this deed of development agreement and the same liabilities shall be borne by the first party/land owner only.
 - d. That the second party/developer be entitled to do all acts, deeds, matters, which it/they think, necessary, relating to the development and construction of proposed multistoried building apartment consisting of residential flats, parking space etc. in general only on specific reliefs written hereunder.
- Cl. 2. That it is hereby voluntarily and mutually agreed and finally decided that in consideration of the Owner permitting the Developer to develop the Schedule property by erecting multistoried building as per desire of the DEVELOPER as sanctioned by Purulia Municipality subject to future extension at the risk, cost and expenses of the DEVELOPER, the OWNER and DEVELOPER shall share the newly constructed building and the share of the OWNER

hereinafter referred as OWNERS' ALLOCATION and the share of DEVELOPER hereinafter referred as DEVELOPER'S ALLOCATION.

OWNERS' ALLOCATION

After construction of the entire building the Owner shall get 35% area of Ground Floor (Parking area), First Floor, Second Floor, Third Floor and Fourth Floor and the top roof of the Building (including super built up area) which will be in proportion to the schedule land belongs to the OWNER over their respective share and after getting Plan sanctioned from the Municipality.

OWNER will get their allocation i.e. 35% as per agreed terms in each floor in a rotation basis consisting of full area of the apartment/flat and also in ground floor parking.

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In this context Super Built up area means Built up area of the Unit of the Flat added with 20% of the Built up area.

DEVELOPER'S ALLOCATION

After deducting the said OWNERS' ALLOCATION the existing building with parking space for two & four wheelers (LMV), and top roof will be DEVELOPER'S ALLOCATION as per settlement made between the parties in this indenture if any construction is made on the top floor i.e. Fifth floor of the building and in that case the Owner will get the same 35% area in that construction.

It is hereby agreed by and between the OWNER AND DEVELOPER that after delivery of the allocated portion to the OWNER by the DEVELOPER, the OWNER shall be treated as Unit Holder of the Building and OWNER shall not be entitled to get any privilege to claim any right apart from the privilege and right of other Unit Holders.

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

The DEVELOPER'S allocated portion will be the exclusive share of the DEVELOPER unconcerned with the OWNER, in which the OWNER and/or their assignee and/or successor in interest shall not be entitled to lay any claim or if any claim laid by any OWNER that will not be tenable and valid. It has further agreed and decided that the DEVELOPER shall deliver the OWNERS' ALLOCATION full complete building to the OWNER free from any type of encumbrances in respect of construction. The DEVELOPER shall be exclusively entitled to DEVELOPER'S ALLOCATION having valid right, title, interest and possession therein with exclusive right to enter into any agreement for sale, transfer, let out, lease, license, gift, dispose of or otherwise deal with the same in such part or portion as per his discretion and appropriate the earnest money, sale proceeds, premium, rent or usufruct of the same without any right, title, interest or claim of the OWNER and the OWNER shall not be entitled to lay any manner of claim over the same. The DEVELOPER as per his own discretion will be entitled to retain or deliver possession of his allocated portion or part thereof to any person or persons or any such intending buyer, transferee, lessee, tenant etc.

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and no further consent of the OWNER shall be required to this effect and this agreement by itself be deemed to be and treated as the consent of the OWNER. The OWNER shall be exclusively entitled to OWNERS' ALLOCATION having valid right, title, interest and possession therein with exclusive right to enter into an agreement for sale, transfer, let out, lease, license, gift, dispose of or otherwise deal with the same in such part or portion as per their discretion and appropriate the earnest money, sale proceeds, premium, rent or usufruct of the same without any right, title, interest or claim of the DEVELOPER and the DEVELOPER shall not entitled to lay any manner of claim over the same. The OWNER as per their discretion shall be entitled to retain or deliver possession of their allocated portion or part thereof to any person or persons or any such intending buyer, transferee, lessee, tenant etc. and no further consent of the DEVELOPER shall be required to this effect and this agreement by itself be deemed to be and treated as the consent of the DEVELOPER. As the request of the DEVELOPER the OWNER through registered Deed of Developers Power of Attorney shall give power to the DEVELOPER or its nominated person, in respect of the DEVELOPER allocated portion, having power to enter into an agreement for sale, to transfer, lease, license, gift, or any such other purpose/purposes what so ever as stated in that Deed having right to receive and/or retain the money against that deed or the consideration money. It is mutually agreed and decided that the aforesaid Developers Power of Attorney shall be deemed irrevocable since delivery of possession of the OWNERS' allocated portion to the OWNER and the OWNER shall remain bound either personally or through their duly constituted attorney to acknowledge the acceptance of his allocated area by declaring the same through Registered or Notaries Instrument and the OWNER remains bound to bear the expenses and charges of the Instrument. It is hereby further agreed that on completion of the OWNERS' allocated portion, the DEVELOPER either verbally request the OWNERS and/or their attorney to take possession of his allocated portion after making aforesaid declaration set forth or send notice through registered post with acknowledgement due to that effect requesting him to take possession or his Attorney to take possession on his behalf within thirty days. Since after thirty days of tender of the notice at the residence of the OWNERS or their Attorney or receipt of the same it will be deemed that OWNER or their Attorney on behalf of the OWNER has taken possession and delivery of possession of the OWNER' ALLOCATION

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to the OWNER. If the OWNER or their Attorney has any objection or dispute relating to the allocated portion, forthwith of the request of taking possession he will brought it to the notice of DEVELOPER or within seven days from the date of receipt of notice of taking possession. Be it intention here that at the time of delivery of the allotted portion to the OWNER the DEVELOPER will show the measurement of the allotted area to the OWNER.

- Cl. 3. That in consideration of the OWNER have agreed to entrust to the DEVELOPER the development of the Schedule land and to confer upon the DEVELOPER the rights, powers, privileges and benefits as mentioned herein. It has agreed and decided that allocated area of the owner will be pre decided after sanction of the building plan by purulia municipality and to be handed over gradually with the progresses of the construction floor wise to facilitate the owner to book the flats with relevant booking amount till the work is completed to hand over the possession to intended buyers.
- Cl. 4. This agreement will not be treated as partnership between the OWNER and the DEVELOPER or an agreement for sale of the said plot by the OWNER to the DEVELOPER.
- Cl. 5. That the DEVELOPER is satisfied about the good and marketable title of the OWNER as shown by them in this deed and further the DEVELOPER is satisfied that the property is not subject to any mortgage, charge or any other encumbrance or lis pendants as per commitment of the OWNER subject to clause 20 of this Deed. On demand the OWNER shall remain bound to made out his good and marketable title over the Schedule property before the DEVELOPER and if any defect or encumbrance detected the matter be placed before the Arbitrator for the redressal / solution of any problem and their advise/decision shall be final and binding upon the parties of this Deed.
- Cl. 6. That the DEVELOPER shall not start work of development on the Schedule property/land without proper sanction plan from Purulia Municipality and formal certificate thereto. The OWNER shall not be entitled to raise objection/dispute in any manner in respect of construction of the building unless it deviates from the Sanctioned Plan and/or building rules of

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Municipal Act in force and if any objection/dispute raised, that shall not be tenable or maintainable at the instance of the OWNER. During construction good/ standard Quality of materials will be used by the DEVELOPER.

- Cl. 7. That the development of the schedule property by constructing new building thereon be done at the entire cost, expenses and risk and entire account of the DEVELOPER. The building to be constructed on the Schedule land and the dwelling units and/or commercial units thereon will be in accordance with the Law in force.
- Cl. 8. The OWNER give license and permission to the DEVELOPER to enter upon the schedule property or part thereof with full right and authority to commence, carry on and complete development work in accordance with the permission and agreement herein mentioned.
- Cl. 9. That the DEVELOPER before entering into the Schedule property for developing the property by erecting building therein, shall make proper arrangement and shall take all necessary steps to that effect. It is specifically mentioned here that both the parties mutually and voluntarily agreed that neither of the parties is Consumer of the other and either of the parties of this Deed shall not be entitled to lay their claim/grievances being the Consumer of other.
It may be noted here that the word "**Consumer**" shall mean under the context of Consumer Protection Act in force or such other law in that regard if the Consumer Protection Act substituted or repealed.
- Cl. 10. That it is hereby mutually agreed and decided that if any dispute crops up in between the OWNER and DEVELOPER, in that event dispute to be sent for arbitration for settlement and/or decision before the Arbitrator and the decision of the Arbitrator will be final. It is specifically agreed and decided by the parties that unless process of arbitration is exhausted neither party is entitled to take shelter the Civil Court for decision or settlement of dispute. It is further agreed and decided that body of three persons will constitute the board of Arbitration. One Member of the board will be selected by the OWNER, other Member of the board will be selected by the DEVELOPER and those two Members of the board will select a person as President. In case of difference of opinion between the Members, the decision of the President shall be final. The board of

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Arbitrators shall have exclusive jurisdiction and authority to decide all the disputes and litigations relating to this agreement and they also hold and possess exclusive jurisdiction and authority to decide all the disputes and litigations in the manner, which they deem just, fit and proper. The Board of Arbitrators will act by applying the rule of natural justice and good conscious. If the dispute is not settled by the Arbitrator then the parties in this indenture is at liberty to take shelter before the appropriate Forum. Place of Arbitration shall be within Purulia Town under Purulia Town Police Station in the District of Purulia. West Bengal.

- Cl. 11. That the OWNER shall give power to Sale (developer's allocation) to the DEVELOPER or their nominated person through the registered **Deed of Power of Attorney** to sign and execute from time to time the Plans and layouts, other Applications, scheme for construction of the building and approval by the Municipality or other authorities and such other act or acts what so ever which is/are necessary for the development work over the Schedule property provided that all cost, charges and expenses including Architect's fees in this connection shall be born and paid by the DEVELOPER.
- Cl.12. That before commencement of development works over the Schedule property the OWNER personally or through his nominated person and the DEVELOPER personally or through its nominated person shall jointly get the Schedule property surveyed and ascertain the exact area and/or measurement of the Schedule Land. The DEVELOPER after work of joint survey and measurement of the Schedule land at his own cost shall raise fence/boundary wall surrounding Schedule land. At the time of raising fence or boundary wall surrounding the Schedule land or in course of raising fence/ boundary wall or thereafter any objection or obstruction is received by the DEVELOPER or its men or agent, then in that event the DEVELOPER or its men or agent forthwith bring the same to the notice of the OWNER and the OWNER at his own cost remove such obstruction or objection.
- Cl.13. That the DEVELOPER shall In the course of erection and completion of the building do all Lawful acts and things required by and perform the works in conformity in all respect with the provisions of the statute applicable thereto and with the bye-laws and

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the rules and regulations of the West Bengal Municipal Act and West Bengal Municipal Rules or any other Public body or Authority having jurisdiction to regulate the same and shall throughout save harmless and keep the OWNER indemnified of, from and against all claims of the fees, charges fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the said authority in respect of the work in the Schedule Land or anything done or caused to be done or omitted to be done under the authority herein contained and shall generally be paid by the DEVELOPER and after delivery of flats time to time discharge and pay as from the date of possession all claims, easements, outgoing, rates, rents, municipal taxes and other dues, duties, impositions and burdens at any time hereafter chargeable against the OWNER or flat OWNER by statute or otherwise relating to the said property or any building thereon as and when they shall become due and/or payable and shall keep the OWNER indemnified of from and against the payment thereof.

- Cl.14. That the DEVELOPER shall not at any time cause or permit any public or private nuisance in or upon the schedule property or do anything which shall cause unnecessary annoyance, inconveniences, suffering hardship or disturbance to the OWNER or to the occupants of the neighbouring properties.
- Cl.15. That the time being not the essence of this contract, the DEVELOPER shall cause the work to be completed within 30 months from the date of "BhumiPujan" to erect building unless any unseen event or unavoidable circumstances including force major occurs cause the work of construction to be delayed.
- Cl.16. That the stamp duty, registration charges, notaries charges and all other out of pocket expenses of this agreement and conveyance shall be borne and paid by the DEVELOPER alone.
- Cl.17. That the aforesaid multi-storied building will be constructed under the name and style of "BALAJI ENCLAVE" and in no way the landlord or any occupant(s) can change the name of the building.
- Cl.18. That the entire development work shall be carried out by the DEVELOPER at his own risk,

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costs and expenses. He shall bear and pay the Bills of the supplies of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the constructions as also all other costs, charges and expenses that may be incurred in regard to the development work. The DEVELOPER shall also save harmless, indemnify and keep indemnified the OWNER against any claim that may be made by any one against the OWNER on account of the DEVELOPER carrying out the said development work.

- Cl.19. That the DEVELOPER shall also be entitled to enter into any agreement for Sale, tenants, lessees, licensees, etc. on their own behalf risk and responsibility agreements or letters of allotment or such other instruments in their own name subject to clause 2 of this agreement over their allocated (65%) in which the landlord will have no objection, interference in the matter. It is also agreed that the DEVELOPER shall be entitled to receive and retain with them all the money from the buyers, tenants, lessees to whom they intend to transfer the premises developed by them in any manner they may deem fit. In this regard the landlord will have no objection. Similarly the landlord will be entitled to do the same in manner his own allocated 35% of the building or structure and to keep the money (proceeds) with his in same manner of the developer and in which developer will have no objection.

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

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

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- Cl.21. That, the Owner shall liable to bear the charges and taxes like GST, Govt. rent etc. and other extra expenses like expenses incur for electric transformer, generator, municipal water connection, etc. and after getting the possession also maintenance charges of the building as per the share of his allocation (35%).
- Cl.22. That the DEVELOPER shall have the full right & power to Purchase, Lease, Rent, enter into an agreement for Development, any piece of land, building, etc. from any other party/parties and to combine the same with the property of OWNER and to DEVELOPE/ CONSTRUCT the Multi Storied Building on it jointly. The OWNER shall have no any interest or right to claim any portion on the constructed/developed area on the same property.
- Cl.23. That the OWNER hereby declares and confirms as follows
- a. That the OWNER are entitled to enter into this agreement with the DEVELOPER and he has full right and absolute authority to sign and execute the same.
 - b. That the OWNER shall not agree, commit or contract or entered into any agreement for sale or lease of the schedule property or any part thereof to any person or persons other than the DEVELOPER and that he has not created any mortgage, charge or any other encumbrances on the Schedule property as mentioned till this date of Agreement and also will not enter in to such agreement so long the agreement will be in existence.
 - c. That the OWNER have not done any act, deed, matter or thing whereby or by reason whereof, the development of the schedule property and/ or any part of the same may be prevented or affected in any manner whatsoever.
 - d. That the OWNER shall not create any encumbrances or charge or impediment of any nature whatever or any into or any Agreement which shall have the effect of causing impediment to the DEVELOPER, construction in respect of the proposed building, and/or building under construction and/or constructed building and/or DEVELOPER'S ALLOCATION.

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- Cl.24. That the OWNER shall not entitle to enter into any compromise or give consent to any decree or order without proper consent of the DEVELOPER and in all litigations either civil or criminal or any other litigation the OWNER will act in consultation with the DEVELOPER during pendency of the work or thereafter in relation to the allocated portion of the DEVELOPER in terms of clause 2 of the deed.
- Cl.25. That the OWNER shall not entitled to revoke the Power of Attorney given by him without due notice of the DEVELOPER and sanction of the Arbitrator. Without due notice to the DEVELOPER and proper sanction of the Arbitrator revocation of the Power of Attorney shall be deemed void ab-initio, not binding upon the DEVELOPER and/or Recipient of the Power of Attorney, illegal and inoperative.
- Cl.26. That it is hereby mutually agreed and decided that parties of this agreement mutually can vary, alter, amend, modify any clause of this agreement or revoke the agreement. In case of anomaly of the recitals of this agreement matter to be sent to arbitration for decision.

GENERAL SPECIFICATION FOR FLAT WHICH WILL BE HANDED OVER TO THE OWNER BY THE DEVELOPER AS OWNER' ALLOCATION:-

- STRUCTURE : R.C.C. Framed structure
- WALL : Brick work with Cement Mortar
INTERNAL : Smooth Finish with wall putty.
EXTERNAL : Weather proof paint.
- FLOORING : Stair Granite, Common Area – Tiles, Living & Bed Room – Vitrified Tiles (2X2) Fit., Toilet – Tiles, Kitchen – Tiles.
- KITCHEN : Cooking Platform Granite Slab & Glazed Tiles up to 3ft. above the Platform, Stainless Steel Sink.

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- TOILET : Glazed Ceramic Tiles up to Door Height, CP Fittings of Eesco, White Sanitary Fittings of Eesco, Geyser Point, Hot and Cold water Point.
- DOOR : Hard Wood Frame, Flush Door with Front side Laminated Main Door, Others Doors Plain Flush Door, PVC Door & Frame in Toilet.
- WINDOW : Aluminium Sliding Window with glass fittings and M.S. Grill.
- ELEC. WIRING : Concealed PVC wiring with standard Copper Wire, Modular Switches, MCB, AC & Cable TV Point in Master Bed Room.
- Water Supply : Deep Boring & Overhead Tank for Sufficient storage & Supply.
- Lift : Six Passenger Lift of Reputed Make.

NOTE : The above specification made are subject to change.

SCHEDULE

District Purulia, P. S. Purulia Town, Perg. Chharra, Mouza-Nadiha, J. L. No. 3, under Purulia Municipality Ward No. 23, Holding No.314/2, R. S. Khatian No. 200, (L.R. khatian No. 1730/1), R.S./L.R. Plot No. 660 (P) measuring an area of 29 (twenty nine) dec., Class : Gora Converted to Flat.

Rabir Singh

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(COMMON EXPENSES AND GENERAL EXPENSES)

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

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

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

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

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

The writings of this deed read over and explained to the parties and IN WITNESS WHEREOF the parties after understanding the meaning and purports of the writings of this deed voluntarily and out of their free will executed these presents on this 23rd February 2024 (English Calendar) in presence of their witnesses.

Prabir Sinha

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

1. Prabir Sinha

Signature of the OWNER

JAI BALAJI CONSTRUCTION
Lalit Kumar Agarwal
Partner

JAI BALAJI CONSTRUCTION
Piyush Kumar Tulsyan
Partner

Signature of the DEVELOPER

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

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

Typed by Ranjit Mahata






































Witnesses

1. Prabir Sinha

S/O Mr. Prabir Sinha
Kerika, Ward No. 9
Purulia, West Bengal - 7231

2. D. Mahata

Photo with Signature & Finger's impression of the Owner & Representatives of the Developer

 <i>Prabir Saha</i>		 Left Hand				<i>Prabir Saha</i>
	Thumb	Fore Finger	Middle Finger	Ring Finger	Younger	
		 Right Hand				
	Thumb	Fore Finger	Middle Finger	Ring Finger	Younger	
		 Left Hand				
	Thumb	Fore Finger	Middle Finger	Ring Finger	Younger	
	 Right Hand					
Thumb	Fore Finger	Middle Finger	Ring Finger	Younger	<i>Lalit Kr. Agarwal</i>	
 <i>Ajay Kumar Tiwary</i>		 Left Hand				<i>Ajay Kumar Tiwary</i>
	Thumb	Fore Finger	Middle Finger	Ring Finger	Younger	
		 Right Hand				
	Thumb	Fore Finger	Middle Finger	Ring Finger	Younger	
		 Left Hand				
	Thumb	Fore Finger	Middle Finger	Ring Finger	Younger	
	 Right Hand					
Thumb	Fore Finger	Middle Finger	Ring Finger	Younger	<i>Ajay Kumar Tiwary</i>	



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



192023240404151911

GRN Details

GRN: 192023240404151911 Payment Mode: Online Payment
GRN Date: 28/02/2024 20:21:18 Bank/Gateway: State Bank of India
BRN : CK000UPJN5 BRN Date: 28/02/2024 20:22:56
GRIPS Payment ID: 280220242040415190 Payment Init. Date: 28/02/2024 20:21:18
Payment Status: Successful Payment Ref. No: 2000512580/4/2024
[Query No*/Query Year]

Depositor Details

Depositor's Name: LALIT KUMAR AGARWAL
Address: MUNSEFDANGA PURULIA PO PS DT PURULIA, West Bengal, 723101
Mobile: 7908017343
Depositor Status: Buyer/Claimants
Query No: 2000512580
Applicant's Name: Mr Saroj Panda
Address: A.D.S.R. PURULIA
Office Name: A.D.S.R. PURULIA
Identification No: 2000512580/4/2024
Remarks: Sale, Development Agreement or Construction agreement Payment No 4
Period From (dd/mm/yyyy): 28/02/2024
Period To (dd/mm/yyyy): 28/02/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000512580/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	35010
2	2000512580/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	14
			Total	35024

IN WORDS: THIRTY FIVE THOUSAND TWENTY FOUR ONLY.

PAYED

Major Information of the Deed




Deed No :	I-1402-00874/2024	Date of Registration	28/02/2024
Query No / Year	1402-2000512580/2024	Office where deed is registered	
Query Date	23/02/2024 3:01:31 PM	A.D.S.R. PURULIA, District: Purulia	
Applicant Name, Address & Other Details	Saroj Panda D B Road Purulia, Thana : Purulia Town, District : Purulia, WEST BENGAL, Mobile No. : 9932262327, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
	Rs. 1,56,60,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Hiralal Bose Street Bye Lane, Mouza: Nadiha, , Ward No: 23, Holding No:314 2 Ji No: 3, Pin Code : 723102

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-660 (RS :-660)	LR-1730/1, (RS:-200/0)	Bastu	Gora	29 Dec		1,56,60,000/-	Width of Approach Road: 14 Ft.,
Grand Total :					29Dec	0 /-	156,60,000 /-	
















Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Prabir Sinha (Presentant) Son of Late Saroj Kumar Sinha Executed by: Self, Date of Execution: 23/02/2024 , Admitted by: Self, Date of Admission: 28/02/2024 ,Place : Office		 Captured	
		28/02/2024	LTI 28/02/2024	28/02/2024
Ketika Purulia Ward No 9, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: axxxxxxx9b,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 23/02/2024 , Admitted by: Self, Date of Admission: 28/02/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	JAI BALAJI CONSTRUCTION Munsefdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 , PAN No.:: aaxxxxxx9f,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature											
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri Lalit Kumar Agarwal Son of Manohar Lal Agarwal Date of Execution - 23/02/2024, , Admitted by: Self, Date of Admission: 28/02/2024, Place of Admission of Execution: Office </td> <td>  <small>Feb 28 2024 4:48PM</small> </td> <td>  Captured <small>LTI 28/02/2024</small> </td> <td>  <small>28/02/2024</small> </td> </tr> </tbody> </table> <p>Upen Babu Street Munsefdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxxx0l,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : JAI BALAJI CONSTRUCTION (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Shri Lalit Kumar Agarwal Son of Manohar Lal Agarwal Date of Execution - 23/02/2024, , Admitted by: Self, Date of Admission: 28/02/2024, Place of Admission of Execution: Office	 <small>Feb 28 2024 4:48PM</small>	 Captured <small>LTI 28/02/2024</small>	 <small>28/02/2024</small>			
Name	Photo	Finger Print	Signature									
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Name	Photo	Finger Print	Signature									
Shri Piyush Kumar Tulsyan Son of Brij Mohan Tulsyan Date of Execution - 23/02/2024, , Admitted by: Self, Date of Admission: 28/02/2024, Place of Admission of Execution: Office	 <small>Feb 28 2024 4:49PM</small>	 Captured <small>LTI 28/02/2024</small>	 <small>28/02/2024</small>									

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Arjun Sinha Son of Shri Prabir Sinha Kotika Purulia Ward No 9, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101	 <small>28/02/2024</small>	 Captured <small>28/02/2024</small>	 <small>28/02/2024</small>
Identifier Of Shri Prabir Sinha, Shri Lalit Kumar Agarwal, Shri Piyush Kumar Tulsyan			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Prabir Sinha	JAI BALAJI CONSTRUCTION-29 Dec

Land Details as per Land Record

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Hiralal Bose Street Bye Lane, Mouza: Nadiha, ,
Ward No: 23, Holding No:314 2 JI No: 3, Pin Code : 723102

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 660, LR Khatian No:- 1730/1		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 140200874 / 2024

On 28-02-2024

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

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

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

Presented for registration at 13:03 hrs on 28-02-2024, at the Office of the A.D.S.R. PURULIA by Shri Prabir Sinha ,Executant.

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 1,56,60,000/-

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

Execution is admitted on 28/02/2024 by Shri Prabir Sinha, Son of Late Saroj Kumar Sinha, Ketika Purulia Ward No 9, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession Business

Identified by Shri Arjun Sinha, , Son of Shri Prabir Sinha, Ketika Purulia Ward No 9, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Business

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

Execution is admitted on 28-02-2024 by Shri Lalit Kumar Agarwal, PARTNER, JAI BALAJI CONSTRUCTION (Partnership Firm), Munsefdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101

Identified by Shri Arjun Sinha, , Son of Shri Prabir Sinha, Ketika Purulia Ward No 9, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Business

Execution is admitted on 28-02-2024 by Shri Piyush Kumar Tulsyan, PARTNER, JAI BALAJI CONSTRUCTION (Partnership Firm), Munsefdanga Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101

Identified by Shri Arjun Sinha, , Son of Shri Prabir Sinha, Ketika Purulia Ward No 9, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by profession Business

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/02/2024 8:22PM with Govt. Ref. No: 192023240404151911 on 28-02-2024, Amount Rs: 14/-, Bank: State Bank of India (SBIN0000001), Ref. No. CK000UPJN5 on 28-02-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,010/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 31824, Amount: Rs.5,000.00/-, Date of Purchase: 23/02/2024, Vendor name: PRAVASH BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/02/2024 8:22PM with Govt. Ref. No: 192023240404151911 on 28-02-2024, Amount Rs: 35,010/-, Bank: State Bank of India (SBIN0000001), Ref. No. CK000UPJN5 on 28-02-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1402-2024, Page from 16703 to 16726

being No 140200874 for the year 2024.



Ruhul

Digitally signed by RUHUL AMIN
Date: 2024.03.05 19:49:37 +05:30
Reason: Digital Signing of Deed.

(Ruhul Amin) 05/03/2024

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.