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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Q. 624409/19

18-04-19

Document is admitted to registration. The Signature
 sheet and the Endorsement sheet attached to this
 document are part of the document.

Kajal Raut
 Additional District Sub Registrar
 Saker, Paschim Medinipur

18 APR 2019

DEVELOPMENT AGREEMENT

Kajal Raut
Subarna Das Raut
Royel Raut



Kali Sankar Raut



Kajal Raut



Subarna Das Raut



Royel Raut

Swarnesh Chandra Ghosh

Kali Sankar Raut

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ক্রঃ নং 18 APR 2019 টাকা 5000
জাঃ জেলা-পশ্চিম মেদিনীপুর
নাম Smt. Kajal Raut
সং Chandra
পোষ্ট Chandra
থানা Midnapore
স্বাক্ষর



5000 X 10 5000

কেন্দ্রীয়-স্বাক্ষর
এ. ডি. এম. অফিস

18 APR 2019

E 555174



18 APR 2019



Ganesh Chandra Chhosh

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THIS INDENTURE OF DEVELOPMENT AGREEMENT MADE THIS 18th
Day of April, 2019

BETWEEN

1. **SMT. KAJAL RAUT**, W/o Late Sambhunath Raut (PAN NO.AELPR1244L)
2. **SRI SUBHABILASH RAUT**, S/o Late Sambhunath Raut (PAN NO. AMTPR5221R)
3. **Ms. KOYEL RAUT**, D/o Late Sambhunath Raut (PAN NO.BLXPR1035D)
4. **SRI KALISHANKAR RAUT**, S/o Late Purna Chandra Raut (PAN NO.AFAPR8090J)
All of Vill. & P.O. – Chandra, P.S. – Kotwali, Dist. – Paschim Medinipur, PIN - 721102

*Kajal Raut
Sri Subhailash Raut
Koyel Raut*

Hereinafter called the OWNERS FIRST PARTY which expression unless repugnant to the context shall mean and include their respective representatives, heirs, assigns, administrators and executors

AND

GANAKS HOUSING DEVELOPMENT INDUSTIES LLP (PAN NO. AASFG3057H), a Partnership firm having office at K/12, Saratpally,

*Kali Shankar Raut
Ganesh Chandra Chhosh*

Midnapur, Dist. Paschim Medinipur, PIN – 721101 represented by its Partner :-

Sri Ganesh Chandra Ghosh, S/o Kshudiram Ghosh

Of B-19/1, Bidhannagar, P.O. – Midnapore, P.S. - Kotwali, Dist.-Paschim Medinipur, PAN No. ADEPG3145M

Hereinafter called the DEVELOPER SECOND PARTY which expression unless repugnant to the context shall mean and include its representatives, heirs, assigns, successors in office, administrators and executors

WITNESSETH

That the OWNERS FIRST PARTY are the owner of their land measuring 0.0530 Acre out total 0.37 Acre within Mouza – Sekhpura, J.L. No.- 172 as in schedule below hereinafter referred as '**Said Property**'. The '**Said Property**' previously belonged to one Jyotish Chandra Mitra. His name was recorded in R.S.R.O.R. under Khatian No. 5/5. While in possession of the said property Jyotish Chandra Mitra sold out and transferred specifically demarcated 0.0530 Acre out of the said Plot i.e. the '**Said Property**' to one Dipak Kr. Praharaj by a registered Deed of sale being No. 4142 for the year 1983, Dt. 19.07.1983 and delivered possession in his favour. After purchase Dipak Kumar Praharaj possessed the '**Said**

Xojal Raut
Subhakar Raut
Rajal Raut

Ganesh Chandra Ghosh
Kabi Samkar Raut

Property in assertion of his right, title, interest and possession therein. Thereafter he sold out and transferred the '**Said Property**' in favour of Sambhunath Raut and Kailashankar Raut i.e. the OWNERS FIRST PARTY No. 4 by registered Deed of sale being No. 126/1989, Dt. 16.01.1989 and also delivered possession of the '**Said Property**' in their favour. They possessed the '**Said Property**' jointly as per their right, title and interest therein. They applied for mutation before the state of West Bengal and they paid rents to the state of West Bengal against receipts. On death of Sambhunath Raut his widow, son and daughter i.e. the OWNER FIRST PARTY No. 1 to 3, became joint owners of the '**Said Property**' in accordance with the Hindu Succession Act and they possessed the same jointly as per their shares. Accordingly the legal heirs i.e. the OWNER FIRST PARTY No. 1 to 3 of Sambhunath Raut and Kailashankar Raut i.e. the OWNER FIRST PARTY No. 4 are the joint owner of the '**Said Property**' and they possessed the '**Said Property**' in accordance of their right, title, interest and possession therein and they paid rents to the state of West Bengal and taxes to the Municipality under receipts.

Kajal Raut
Sudhakar Raut
Rohel Raut

AND

THAT the OWNERS FIRST PARTY declared to develop the '**Said Property**' as in Schedule-I below by engaging Developer and promoter

Ganesh Chandra Chohi
Kali Sankar Raut

as they do not have sufficient funds for the purpose of Development and promoting and they requested the DEVELOPER SECOND PARTY being the Developer and Promoter, for the purpose by investing their own money and the DEVELOPER SECOND PARTY have agreed to develop the land by making construction of multi-storied residential building on the land of area measuring 0.0530 acre of Mouza – Sekhpur within P.S. – Kotwali which is within holding No. 124/391 under Ward No. 23/5 of Midnapore Municipality by taking permissions from authorities and agreed to do the work on the terms and conditions as specifically mentioned below. The construction will be ground floor plus upper floors in the name and style of the apartment will be 'PRAMILA APARTMENT'.

Accordingly the parties hereunto do hereby agree to the following terms and conditions for construction of the multi-storied building for residential construction:-

Definition Clause:-

AND WHEREAS in this indenture, unless there something contrary or repugnant to the subject or context:-

- i) **Developer:** shall mean **GANAKS HOUSING DEVELOPMENT INDUSTRIES LLP**, a Partnership Firm and its successors in

Kojal Raut
Sukha Kishor Raut
Koyel Raut

Ganesh Chandra Choh

Kali Sankar Raut

office, administrators, representative, nominees and assigns as the case may be.

- ii) **Building** shall mean the residential multi-storied building or buildings to be constructed at the '**Said Property**' with necessary structures and with additional structures like pump house, generator room, etc. in accordance with the plan to be sanctioned by Midnapur Municipality and other appropriate authorities for construction on the said premises and shall include the two Wheeler parking and other space intended for the building to be enjoyed by the occupants and as per such terms and conditions as may be agreed upon with them.
- iii) Owner and developer shall include their respective transferees and nominees.
- iv) Architect, Surveyor, Civil Engineer etc. shall be appointed by the **DEVELOPER SECOND PARTY**
- v) **Premises:** shall mean all that piece and parcel of land measuring 0.0530 Acre morefully described in the First Schedule hereunder written.
- vi) **Common Facilities and Amenities:** shall include staircase, landing, passage including both front and rear space, ways, pump room, Drain side spaces, driveways etc. which shall be required for

Kajal Raut
Sulena Wilas Raut
Rajesh Raut

Gramesh Chandra Choudhary
Kali Sankar Raut

the establishment and management of the building as shall be determined by the architect of the building but shall not include open & covered Four wheeler parking spaces in the ground floor.

This clause shall be effective after completion of construction.

- vii) **Constructed space** shall mean the space in the building available for the independent use and occupation including the space demarcated for common facilities and services as per sanctioned plan.
- viii) **Maintenance Charges:** shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the Flat Owners of the said building.
- ix) **Housing Complex:** shall mean the Premises with all the buildings and the common parts and the Common Portions and other erections at the premises jointly and/or severally.
- x) **Flats** shall mean the super built up area (saleable area) consisting of bed room, living room, bathroom, kitchen, balcony etc.
- xi) **Owners allocation** shall mean the entire 1st floor consisting two numbers of flat to the OWNERS FIRST PARTY in the building or buildings together with undivided proportionate share in the land comprised in the premises together with undivided proportionate share in the common portions and facilities. Apart from the same

Kajal Raut
 General Manager
 Royal Raut

Sanmesh Chandra Chohan
 Kati Sanakar Raut

the OWNERS FIRST PARTY will receive Rupees Twenty Five Lakhs from the DEVELOPER SECOND PARTY. The OWNERS FIRST PARTY shall not be able to claim any further amount or if any from the DEVELOPER SECOND PARTY except their share of allocation to be received;

- xii) **Developers' allocation** shall mean the rest of the saleable area (excluding the Owners allocation) along with Roof right together with undivided proportionate share in the land comprised in the premises and right over the land underneath and the common areas and facilities.
- xiii) **Bank shall mean the** organization accepting for the purpose of lending or investment or deposit the money from the public, repayable on demand or otherwise and the withdrawal by cheque, draft, cash, order or otherwise.
- xiv) **Transfer** with its grammatical variation shall include or transfer by the possession and by any other means adopted for effecting what is understood as or transfer of space in multi-storied building is to parties are thereof and will include the meaning of the said comes as defined in the Income Tax act, 1961 and Transfer of Property Act, 1882;

Kajal Pant
Subha Sankar Pant
Rohel Pant

Sanam Chandra Chopra
Kali Sankar Pant

- xv) **Transferee** shall mean a person or persons to whom space in the building has been agreed to be transferred;
- xvi) **Common Areas and Installations:** shall mean and include the common areas installations and facilities comprised in and for the premises for common use and enjoyment of the co-owners including OWNERS FIRST PARTY. This clause shall be effective after completion of construction;
- xvii) **Common Expenses:** shall mean and include all costs charges expenses and remuneration for the maintenance management up keeping and administration of the premises and in particular the common areas and installations, rendition of common services in common to the co-owners and/or expenses for the common purposes including proportionate share in Municipal Taxes and other statutory charges relating to the land and building of the instant property. This clause shall be effective after completion of construction;
- xviii) **Saleable Area:-** shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and all spaces required thereof. Out of which the Owner's allocation as specifically mentioned in the separate schedule below and apart from the same the rest portion of the

Kajal Raut
Suhani Wishes Raut
Rohel Raut
Guram Chavre Chosh
Kali Sankar Raut

constructed area and the rest portion of the property shall be treated to be the developer's allocation.

- xix) **Common Purposes:** shall mean and include corridors, staircase, ways passages, shafts, drain, septic tanks, electrical room, watchman room, and other space, spaces and facilities for the purpose of managing maintaining up keeping and administering the premises and in particular the common areas and installations, rendition of common services in common to the co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial exclusively and the common areas and installations in common and the housing complex in common. This clause shall be effective after completion of construction;

Kajal Raut
Subha Desai's Raut
Rohel Raut

- xx) **Carpet Area:** according to the context shall mean the actual available floor area wall to wall within the internal area of each Flat/Unit.

Ganesh Chandra Choth
Kali Samikar Raut

- xxi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

TERMS AND CONDITIONS:-

1. That the DEVELOPER SECOND PARTY is satisfied about the absolute ownership of the land as in the Schedule- 'I' below of the OWNERS FIRST PARTY and the DEVELOPER SECOND PARTY have agreed after full satisfaction to construct the residential building on the said property and to invest their money for the said purpose.
2. That the OWNERS FIRST PARTY duly have delivered the possession of the land in question as specifically mentioned in the Schedule 'I' below for construction of multi-storied building to the DEVELOPER SECOND PARTY and to enable the Developer to carry out the work of construction.
3. That the land in question has not been transferred either by sale or gift or mortgaged by the OWNERS FIRST PARTY and the same is not encumbered in anyway and the same stands free from encumbrances and also it is not vested by the State of West Bengal or any concern under any provisions of law. The OWNERS FIRST PARTY will be liable to adequately compensate the DEVELOPER SECOND PARTY in case it is found that the instant property does not stand free from all encumbrances.
4. That the DEVELOPER SECOND PARTY with the right to construct the multi-storied residential building take delivery of possession of

Kajal Paul
Sukhobiswas (rent)
Royal Road

Ganesh Chandra Choudhary
Kali Sankar Paul

the land as in the Schedule- 'I' below with all rights of making permanent construction therein at their own expenses exclusively. They are also entitled to demolish the old constructions over the instant property, if any. The DEVELOPER SECOND PARTY shall bear all the costs of such demolition.

5. That the DEVELOPER SECOND PARTY shall appoint architect for the purpose of drawing and preparing plans, designs, drains, elevations of the intended building complex with the specifications of the works to be done and of the materials to be provided for the said building complex of good quality of ISI standard.
6. That all expenses to be incurred for the construction as residential part with or without basement till its completion in all respects shall be borne by the builder / DEVELOPER SECOND PARTY. Except the owner's allocation as mentioned below in Clause No.10 the OWNERS FIRST PARTY will not be entitled to claim any other money or flat or building or any other construction or vacant land or roof right etc.
7. That the DEVELOPER SECOND PARTY shall submit the building plan prepared by the said architect to development authority, Municipality and other appropriate or proper authorities. The plan of the proposed construction shall be submitted to the development

Kajal Raut
Sushma Sankar Raut
Rohel Raut

Ganesh Chandra Choh
Kali Sankar Raut

authority, Municipality and other appropriate authorities in the name of the DEVELOPER SECOND PARTY. The OWNERS FIRST PARTY shall have no objection in the matter of signing of all relating papers by the DEVELOPER SECOND PARTY and in the matter of obtaining sanction of the said building plan in the name of the DEVELOPER SECOND PARTY before development authority, Municipality and/or other authorities. If the documents are not unlawful then the OWNERS FIRST PARTY shall not be able to raise any objection to the same. All the costs and expenses relating to the above shall be borne and shall be paid by the DEVELOPER SECOND PARTY. No signature of the OWNERS FIRST PARTY shall be necessary for applying or obtaining permission from any of the authorities for the purpose of construction and development of the buildings as mentioned in this Agreement. The OWNERS FIRST PARTY has also executed required Power of Attorney in this respect and for other purposes of transfer etc. in favour of the DEVELOPER SECOND PARTY. But if any signature of the OWNERS FIRST PARTY is found necessary in course of execution of the development work, then the OWNERS FIRST PARTY shall be bound to do the same without any objection;

Kajal Raut
 Sushila Desai's Agent
 Koyal Raut

Chresh

Ganesh Chivane
 Kabi Sambhar Raut

8. That the DEVELOPER SECOND PARTY shall submit necessary prayer for No Objection from Fire Brigade under the West Bengal Fire Services Act, Rules & Regulations. The DEVELOPER SECOND PARTY shall sign in all such prayers in their names. The OWNERS FIRST PARTY shall have no objection in such matter. All the costs and expenses relating to the above shall be borne and shall be paid by the DEVELOPER SECOND PARTY.
9. That no litigation is pending in any Court of law or anywhere over the land in question and it is also further agreed that from this date of execution of this agreement in case any litigation is filed or started the same will be fought by the DEVELOPER SECOND PARTY and all costs and expenses for such litigation shall be borne by the Developer alone. In case of any legal dispute raised by anybody after execution of the development agreement in respect of the instant property, the DEVELOPER SECOND PARTY will be able to contest in any of such legal proceedings in any Court of law or before any other authority. The OWNERS FIRST PARTY have executed separate Power of Attorney for that purpose and for other purposes in favour of the DEVELOPER SECOND PARTY.
10. That the parties will take their share of allotment etc. as follows: -

Kajal Raut
Sukha Das Das Raut
Rohel Raut

Gemson ch Sre chom
Kabi Sankar Raut

- That the OWNERS FIRST PARTY shall receive entire first floor consisting of two numbers of flat in the building or buildings together with undivided proportionate share in the land comprised in the premises together with undivided proportionate share in the common portions and facilities. OWNERS FIRST PARTY will receive 25,00,000/- (Rupees Twenty Five Lakh) in total.

- Separate schedules have been made showing the schedule of payment of agreed amount of money of Rupees Twenty Five lakhs to the OWNERS FIRST PARTY;

- Apart from the owner's allocation, the entire rest portion of the constructed areas shall be the Builder's allocation and the DEVELOPER SECOND PARTY shall have every right to transfer the same and to receive the consideration money on the basis of the instant agreement and the Power of Attorney;

- That for the purpose of transfer of the Builder's allocation, the DEVELOPER SECOND PARTY shall have their every right to enter into agreement for sale

Royal Raut
Sukhna ki las Raut
Royal Raut

Chesh

Ganesh chubhe

Kali Sankar Raut

with the purchasers and to receive advance consideration money;

- If due to any unlawful act or obstruction on the part of the OWNERS FIRST PARTY the execution of agreements with the purchasers or execution of Deed of Sale in favour of the purchasers or the construction work is stopped, then the OWNERS FIRST PARTY shall be liable to pay the entire development cost along with damages and compensation to the DEVELOPER SECOND PARTY.

- The OWNERS FIRST PARTY shall receive Rs. 25,00,000/- (Rupees Twenty Five Lakh only) in the following manner :-

- Rs. 9,00,000/- (Rupees Nine Lakh only) has already been paid as being adjusted with previous dues in between the parties;
- Rs. 8,00,000/- to the OWNER FIRST PARTY Nos. 1 to 3 on or after Completion of the project without any interest.

Kajal Kant
Subhendra Singh Raut
Rajesh Raut

Ganesh Chandra Chandra
Kali Sankar Raut

- o Rs. 8,00,000/- to the OWNER FIRST PARTY No.4 on or after Completion of the project without any interest.

- The OWNERS FIRST PARTY shall not be able to claim any further advance money from the DEVELOPER SECOND PARTY except their share of allocation to be received.
- The OWNERS FIRST PARTY shall not have any roof right or any right of construction over any portion of the property;

11. That at the time of execution of agreement to the prospective buyers by the DEVELOPER SECOND PARTY, the OWNERS FIRST PARTY shall not be able to raise any objection.

12. That in developing the land and building construction the DEVELOPER SECOND PARTY shall be entitled to do the following acts and the OWNERS FIRST PARTY do hereby grants power to the DEVELOPER SECOND PARTY in this respect and also appoints and nominates them as his Constituted Attorney to do and perform the following acts :-

- (a) To appoint surveyors, engineers, contractors, architect and other persons;

Kajal Raut
Subarna Kishor Raut
Koyal Road

Ganesh Chandra Chohan
Kabi Samkar Raut

- (b) To make application to the concerned authorities for obtaining electric, water and other connections and for the permits or quotation for cement, steel and other building materials;
- (c) To make applications before the development authority, Municipality, Fire Brigade, B.L. & L.R.O., D.L.&L.R.O. and before other authorities for necessary permissions. The OWNERS FIRST PARTY shall have no objection in such matter;
- (d) To accept any Writ of summons or other legal processes or notice and to appear and/or represent the OWNERS FIRST PARTY before any Court of Law or before any statutory authority or any other authority;
- (e) To construct building therein as aforesaid and to enter into agreement for sale of the building or any part thereof;
- (f) To execute agreements with the intending prospective buyers and to receive money;
- (g) To execute Deeds of transfer and to receive consideration money;

Kojal Pant
Subarna Birlas Pant
Koyal Pant
Ganesh chandra chohan
Kali Sankar Pant

- (h) To give ownership to the buyers or purchasers;
- (i) The Developer shall be entitled to allot and sell and let out in rent directly their share in the property and shall be entitled to execute and register the deeds of transfer in respect of the entire constructed area other than owner's area/allocation on the basis of the power of attorney;
- (j) The Developer shall be entitled to mortgage only the building portion with any financial institution in order to obtain loan.

13. That the OWNERS FIRST PARTY do hereby declare that the land in question has not been acquired by the State of West Bengal and no notice for requisition or acquisition under has been received by them and there is no notice or order passed by the development authority or Municipality or any other body or authority and that no statutory claims or demands or attachment or prohibitory order made by taxation authority or any other Govt. body or authority or authorities and that there is no subsisting agreement in respect of the said property and also that in case the DEVELOPER SECOND

Kajal Raut
Subhashi Das Raut
Royal Road

Ganesh Chandra Chosh
Kali Sankar Raut

PARTY finds any such arrangement they shall be entitled to get compensation.

14. That the DEVELOPER SECOND PARTY shall develop the said property in the name of his Firm and the name of the project/building shall be 'PRAMILA APARTMENT'. There shall be in total floors as may be decided by the DEVELOPER subject to sanction by the appropriate authorities i.e. Municipality and other authorities. The DEVELOPER SECOND PARTY shall have his exclusive prerogative and right to decide to make further floors over the roof.
15. That all costs, charges and legal expenses incidental to this Development Agreement including stamp duty and registration charges of the conveyance or conveyances shall be borne by the Developers or its nominees.
16. That the Developer shall comply with the provisions of relevant laws, bye laws, rules and regulations and shall always keep the owners absolutely indemnified and harmless against the action, claims and demands whatsoever.
17. That the Developer shall provide for all civil, electrical, plumbing and sanitary works including installation of overhead tank, provision of water supply, house pumps, house service lifts,

Kajal Raut
Subhakar Raut
Rohit Raut

Swarnam Chandra Chohan
Kali Sankar Raut

drainage, compound wall, internal passage, sewerage, etc. as per specifications and identified set out in the plan approved by development authority or Municipality. But such specifications will be finally decided by the architect as per requirement of the building;

18. As it is necessary to arrange fund for completing the project and the owners have agreed to mortgage the landed properties as in schedule below by deposit of title deeds in favour of the financing bank or financial institution from which finances is to be taken and for that purpose the OWNERS FIRST PARTY have empowered the DEVELOPER SECOND PARTY by a registered power of Attorney to do all such acts of depositing title deeds to create mortgage and to take finance in the name of the firm and also undertake liability to pay sum along with interest and costs in full. In no case the owners shall be made liable for the dues of the firm on account of the loan taken by them. In all cases the owners shall get the flats as agreed upon in total finished condition. After completion of dues at Bank/Financer. In case of failure to clear up the dues of the Bank, the Developer undertakes to indemnify the owner regarding his payment of money and also by providing his allocations elsewhere and in such circumstances the DEVELOPER

Kajal Raut
Sudhakar Raut
Rohel Raut

Ganesh Chandra Chohan
Kali Sankar Raut

SECOND PARTY shall be at liberty to deal with the entire property with the bank or others irrespective of his allocation.

19. The DEVELOPER SECOND PARTY have been empowered to enter into the premises, to pull down the existing structures, if any, remove garbage, earth, and start construction as per sanctioned plan. DEVELOPER SECOND PARTY and their men shall be able to stay in the premises by making sheds for completing the work after getting the premises in vacant position;
20. That the owner has executed & registered power of Attorney to do all the works starting from mortgage, taking loan to complete the construction and to sell out the units but in case of necessity the OWNERS FIRST PARTY shall execute further deed and documents in favour of the DEVELOPER SECOND PARTY as may be found necessary;
21. The OWNERS FIRST PARTY shall always remain liable to execute and/or register appropriate documents for effective implementation of the work/project.
22. That the owner and the developers have agreed upon the specification and construction of the proposed new building as described in schedule below;

Kajal Raut
Subha bi Jar Raut
Koyal Raut

Ganesh Chandra Chohan
Kali Sankar Raut

23. That subject to the provision of this present the owner hereby grants to the developers exclusive right to enter upon and construct multistoried, residential and commercial building/buildings upon the land as mentioned in the Schedule below as per sanctioned plan. He shall have the right to amalgamate the adjoining land of others and to make single and consolidated building over the entire project area including this property;

24. That the Developers shall be entitled to vary or modify the said Plan of construction subject to sanction of such modified plan by the appropriate authorities;

25. That there shall be a timeframe of 30 months from the date of approval of final plan for construction by the civic authority and competent authority and the appropriate authority. Such timeframe may be extended up to 6 months further;

26. That the above-mentioned timeframe shall be subject to force majeure;

27. That the above mentioned time frame may be extended mutually if the project work is delayed due to any outside interference. In such situation the OWNERS FIRST PARTY shall cooperate with the DEVELOPER SECOND PARTY;

Kajal Raut
Sukha Kishor Raut
Koyel Raut

Scamem chubher chosh
Kali Sankar Raut

28. That the Developer shall have the exclusive prerogative to choose intending prospective buyers and to fix the price of the units and to fix the terms and conditions;
29. That the Owner shall be liable to clear up all the dues of rents and taxes etc. in respect of the instant property till delivery of possession of the premises and property to the Developers;
30. That the Owner do hereby agree that he will not do anything which will prejudicially affect the right of the Developer in peaceful completion of the building and in selling out the same to the intending prospective buyers;
31. That after completion of the building, the Developer and the Owners along with the new purchasers shall form an Owners Association and a Society as per law to be formed by the owners, purchasers and the Developer. The control and management of the building shall be handed over to the said Society/ Association;
32. That the Developers hereby agree that they will keep the Owner indemnified against all third party claims or actions arising out of any act or omission on the part of the Developer or its agent or men;
33. That the instant Agreement has been executed purely on Principal to Principal basis and nothing contained in these presents shall be

Kajal Raut
Subhabilas Raut - Royed Raut

Geemoh chudren chosh
Kali Sankar Raut

construed as Partnership business or agreement or joint venture between the OWNERS AND THE DEVELOPERS:

34. That it is hereby clearly understood that the developers by virtue of these presents shall acquire all rights, title or interest in the Said property consequent upon the Owners handing over the complete possession of the said property to the developers subject to the condition that the proposed building and the disposal of the units shall be done in times of the present agreement and without any hindrance from the part of the Owners or their agents or men or anybody claiming under them;
35. That the owners shall not object to any construction or laying of drainage water pipes or cables or other provisions made in accordance with the law and scheme of construction of the said building. The drinking water and other water for the household use will be provided with the deep tube well or from Municipal sources for the Complex. All such provisions shall be constructed within the project area and not outside the project area or over the vacant land, if any remains, outside the project areas;
36. That the construction work not to be stopped in any case except legal matters.

Kajal Raut
Subha Beilas Raut. Road Road

Geemem Chubra Chosh
Kali Sankar Raut

37. Each term of this agreement will form the consideration of the other;

38. That the landowner will hand over the following original documents to the developer in respect of the properties as in schedule below :

- i) All Original Title Deeds along with Chain Deeds
- ii) All original Rent and Tax Receipts.
- iii) Original R.O.R.
- iv) All original other connected papers in connection with the instant property as in Schedule below.

39. That in case of any dispute or difference arises relating to the land or construction of the intended building thereon covered by this agreement or relating to the interpretation of any one or more of the clauses and conditions herein contained or any matter whatsoever arising out of this Development Agreement, such differences and disputes shall be referred to the Arbitrator.

40. That only the Court at Midnapore within District Paschim Medinipur shall have the exclusive jurisdiction to try any legal dispute in between the parties.

41. That the original Development Agreement shall remain with the Developer.

Kajal Raut
Subhashis Das Raut - Royal Raut
Ganesh Chandra Ghosh
Kali Sankar Raut

In witness whereof the parties hereunto
 subscribe their hands and seals on the day, month
 and year stated at the outset in physically fit and
 mentally alert condition.

SCHEDULE- 'I'

Total Land of the OWNERS FIRST PARTY which is handed over to
the DEVELOPER SECOND PARTY as mentioned above for
Development of Multistoried Residential Building.

Within Dist. - Paschim Medinipur, P.S. - Kotwali, Mouza - Sekhpura,

J.L. No.172

R.S. Khatian No. - 5/5, 6/5

R.S. Plot No. - 153/323

Measuring = 0.0530 Acre

Available area = 0.0530 Acre

Measurement of Arms -

To the North - 35 Feet,

To the South - 36 Feet

To the East - 65 Feet

To the West - 65 Feet

Shown specifically in the map annexed

Kajal Raut
 Subha Kishor Raut. Royal Road
 Geeta and Chandra Choudhary
 Kabi Sankar Raut

SCHEDULE- 'II'OWNER'S ALLOCATION(Shown in Map annexed)

The OWNERS FIRST PARTY shall receive entire first floor consisting two numbers of flat in the building or buildings together with undivided proportionate share in the land comprised in the premises together with undivided proportionate share in the common portions and facilities. Out of which The OWNERS FIRST PARTY No. 1 to 3 shall receive one flat in the said floor and another flat shall be received by the OWNERS FIRST PARTY No.4.

SCHEDULE- 'III'OWNER'S PAYMENT SCHEDULE

1. Total amount Rs. 25,00,000/- (Rupees Twenty Five lakhs) will be payable by the DEVELOPER SECOND PARTY in the following manner :-
 - a. Rs. 9,00,000/- (Rupees Nine Lakh) has already been paid before execution of this agreement as adjustment of previous dues in between the parties.

Kajal Raut
Sukha Bilas Raut
Rohel Raut

Ganesh Chandra Chosh
Kali Sankar Raut

- b. The rest amount Rs. 16,00,000/- (Rupees Sixteen Lakhs) shall be paid on or after completion of the project building or buildings. Out of Rs. 16,00,000/- the OWNERS FIRST PARTY No. 1 to 3 shall receive Rs. 8,00,000/- (Rupees Eight Lakhs) and OWNERS FIRST PARTY No. 4 shall receive remaining Rs. 8,00,000/- (Rupees Eight Lakhs).

SPECIFICATION OF BUILDINGS TO BE CONSTRUCTED

(Nature of construction and fitting to the Flat)

1. **Foundation** : R.C.C Column and pedestal with both in foundation and in plinth
2. **Structure** : Reinforced cement concrete framed structure with R. C. C. columns, Beams and Slabs. R.C.C. framed structure with 10" outside and 5" inside brick wall with plaster.
3. **Flooring** : Entire floor are finished with marble or Vitrified Tiles.

Royal Raut

*Royal Raut
Subhakar Raut.*

Kali Sankar Raut

4. Toilet & Bath

: Semi glazed tile flooring with Glazed Tiles upto ceiling inside wall of bath and toilet with 4 (Four) water points with shower and Anglo Indian Pan. Concealed pipeline.

5. Kitchen

: Marble Flooring, Granitestone gas table top (cooking table), Glazed tiles upto the height upto 3" from the table top level of the counter. 1 (One) Water Point with concealed pipeline.

6. Electrical wiring

: Concealed Electrical wiring in each room, hall, kitchen, bath and privy, verandah, etc four electric points per room, four electric points in hall, one point in Balcony, two points in kitchen, one point in Bath room, one point in main gate, one power points of 15 ampere in hall.

Royal Road

Kajal Raut
Subhakar Lal Raut

Ganesh Chandra Choh

Kadi Sankar Raut

7. **Door & Windows** : Flush door with fittings and wood primer finish, Aluminium window fitted with M.S. grill and glass panes one in each room.
8. Grill : Outside window grill covered by 4 mm. square bar box type or other type of design
9. Stair : Marble finish
10. Stair Railing : 4 mm square bar
11. Lift : 4/6 passenger lift of good quality (Branded)
12. Painting of walls : Internal walls and ceiling shall have wall putty finish. The external paint should have two coat snowcem with cement primer only for owners' portion.
13. Electrical equipments : All electrical fitting of ISI mark with shock proof

Koyal Raut

Kojal Raut
Sukha Sitalas Raut

Ganesh chandra Chosh
Kali Sankar Raut

14. Overhead tank : Overhead tank should be provide on the roof of stair along with CPVC Pipeline
15. Water : 24 Hours water to be supplied through common overhead water tank operated by electric motor. There is sinking deep tube well for supply of water to the overhead tank.
16. Plaster : Putty finished inside walls and weather coat finished outside walls.
17. Other : Electrical wiring and switches, electrical fitting like tube light in common areas.

Ganesh chandra Mohan
Rabi Sankar Raut

Kajal Raut
Sukhvir Das Raut

Royel Raut

Royel Raut
Sukha Bides Raut.
Kajal Raut

Kali Sankar Raut
Signature of the OWNERS FIRST PARTY

Royel Raut

Kajal Raut
Sukha Bides Raut.

Gemenh chandra whoth

Signatures of the DEVELOPER SECOND PARTY

Signatures of the witnesses

1. Mridula Raut
C/O Kali Sankar Raut
Vill + Post - Chandora
Dist - Paschim Medinipur.
2. Bim Kanti Ghosh
Mishra

Drafted By

D. R. R. A. S.
B.A. Council Reg. No. 1521/16743/1921/22

This deed is made by 1 Stamp paper and 32(Thirty Two) Demy paper.

Gemenh chandra whoth
Kali Sankar Raut

GOVT. OF WEST BENGAL
 Directorate of Registration & Stamp Revenue
 e-Challan

1572

19-201920-000684386-1

Payment Mode Online Payment

Date: 18/04/2019 13:39:34

Bank : State Bank of India

IK0AAEWZB8

BRN Date: 18/04/2019 13:40:09

DEPOSITOR'S DETAILS

Id No. : 10030000624409/5/2019
 [Query No /Query Year]

Name : Ganesh Chandra Ghosh

Mobile No. : +91 9832794383

Contact No. :

Email :

Address :

Bidhannagar

Applicant Name :

Mr C S Ghosh

Office Name :

Office Address :

Status of Depositor :

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
 Payment No 5

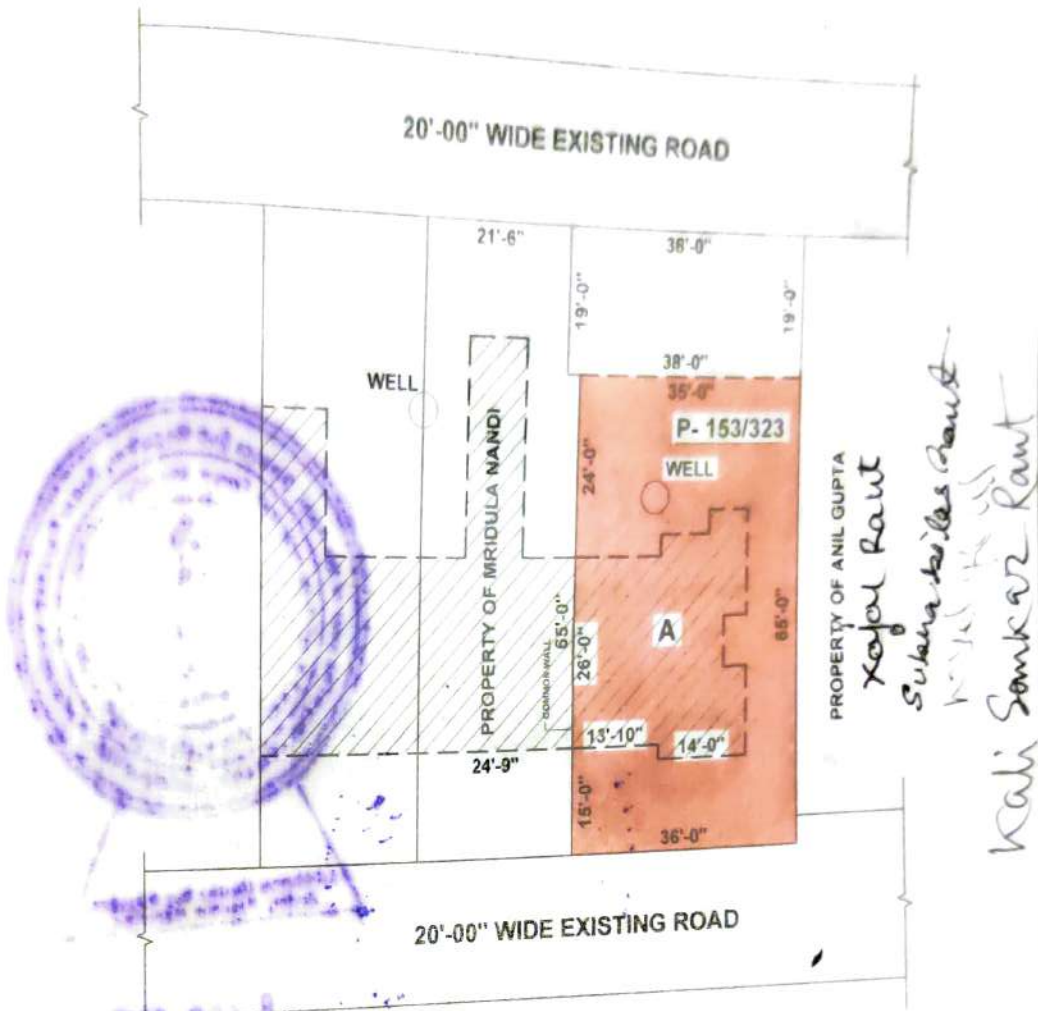
ITEM DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	10030000624409/5/2019	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	10030000624409/5/2019	Property Registration- Registration Fees	0030-03-104-001-16	9021
Total				11042

Words : Rupees Eleven Thousand Forty Two only

G

MOUZA - SEKHPURA, J.L NO. - 172, P.S. - MEDINIPUR,
 DIST. - PASCHIM MEDINIPUR,
 SCALE - 1" = 50'-0"



PROPERTY OF ANIL GUPTA
 Kojol Raut
 Subarna Kumar Raut
 Koli Samkar Raut

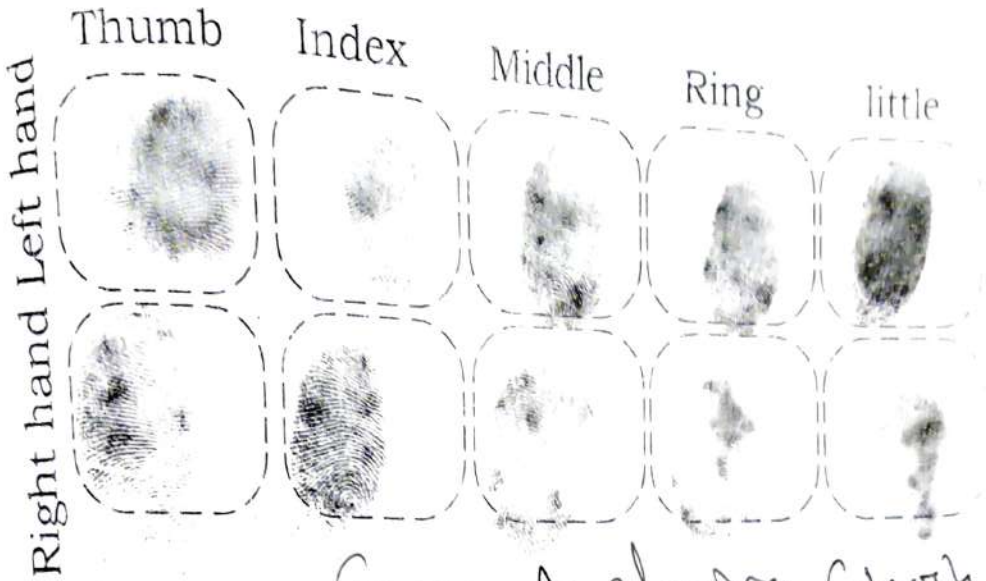
DETAILS OF THE LAND & BUILDING FOR DEVELOPMENT AGREEMENT						
LAND & BUILDING DEVELOPMENT AGREEMENT TO	R.S. PLOT NO.	L.R. PLOT NO.	AREA OF THE LAND		BUILDING AREA	MARK
			SQ.FT.	ACRE		
GANAKS HOUSING, DEVELOPMENT INDUSTIES LLP, AT- K/12, SARATPALLY, MIDNAPORE, DIST.- PASCHIM MEDINIPUR, PIN.- 721101 REPRESENTED BY- SRI GANESH CHANDRA GHOSH, S/O- SRI KSHUDIRAM GHOSH, AT- B- 19/1 BIDHANNAGAR, P.O. & P.S. - MIDNAPORE, DIST. - PASCHIM MEDINIPUR, PIN.- 721101 (W.B.)	153/323 (PART)		2307.00	0.0530	780 SQ.FT.	A

DRAWN BY :- (AS DIRECTED)

S.S. Adhikary,
 S.S.ADHIKARY,
 SURVEYOR *MAHATABPUR*

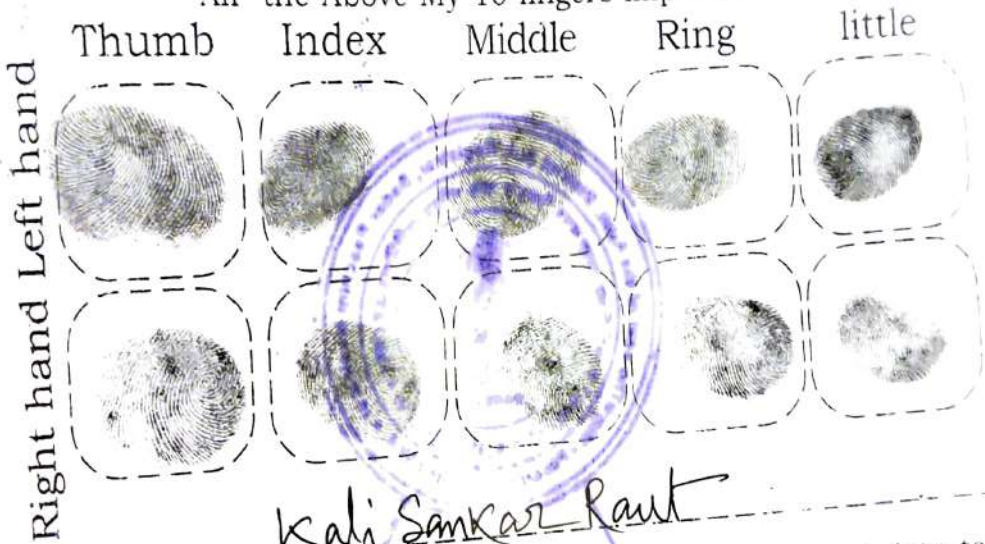
Ganesh chandra Ghosh

(34)



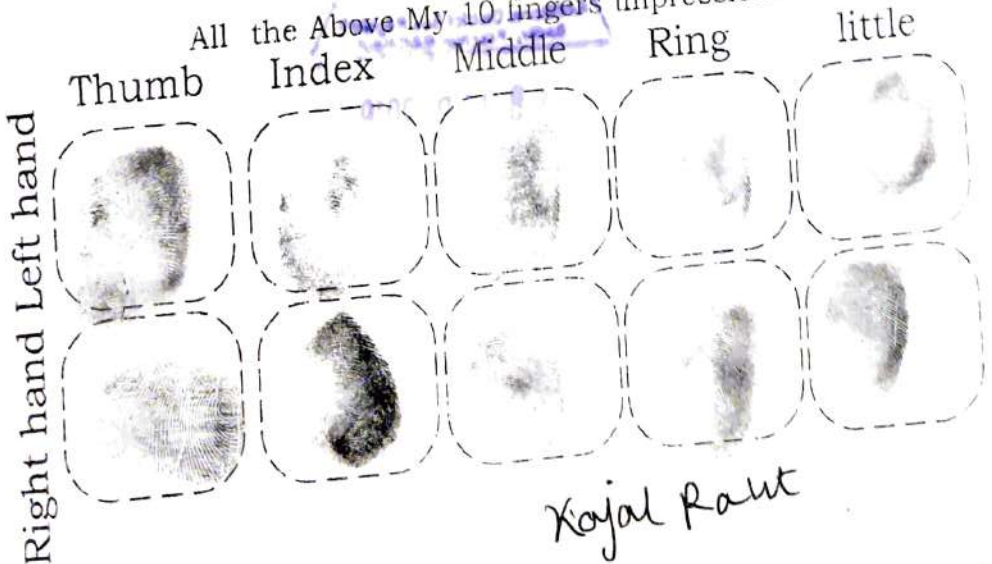
Geanesh Chitra Chosh

All the Above My 10 fingers impressions are Attested



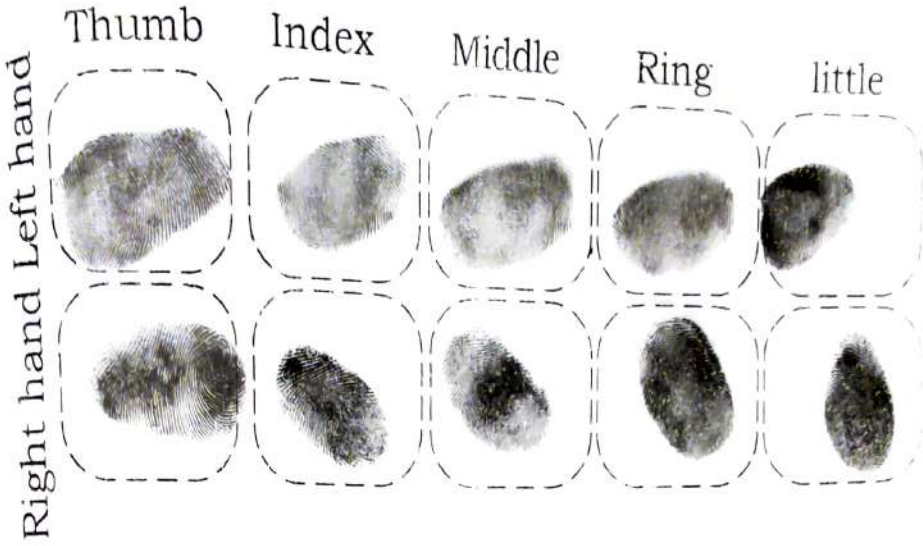
Kali Sankar Raut

All the Above My 10 fingers impressions are Attested

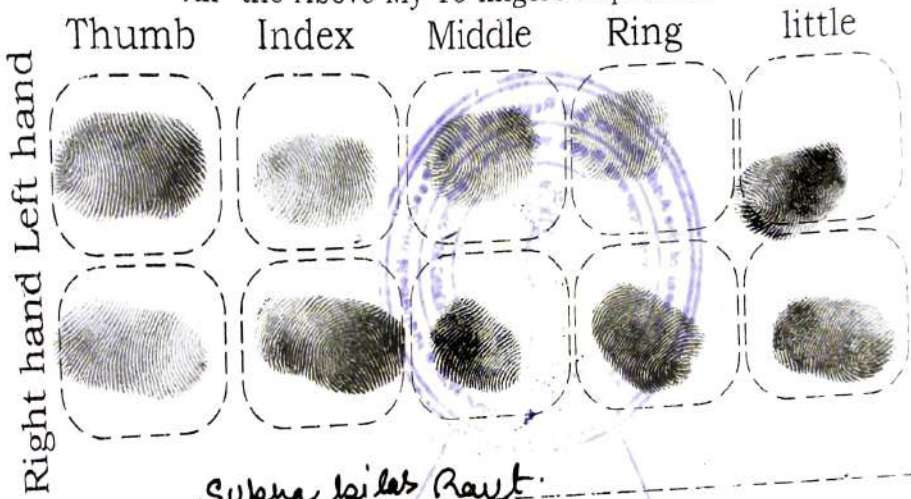


Kojal Raut

(35)

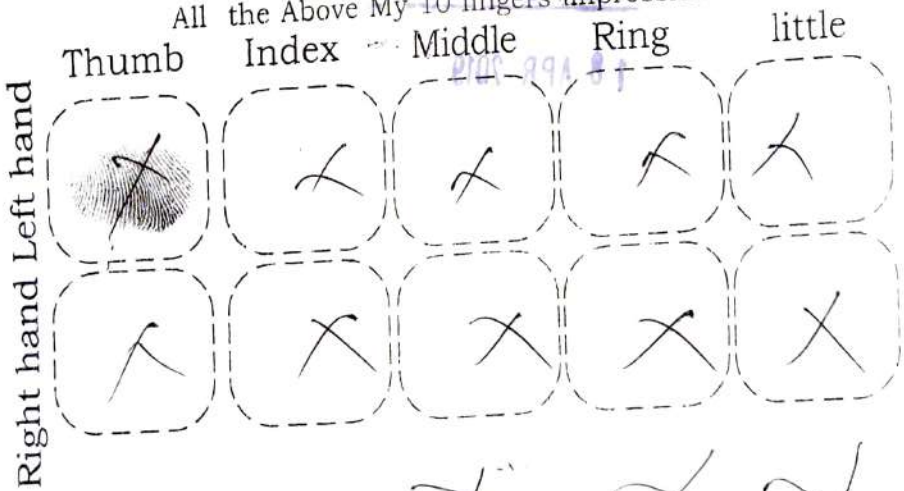


All the Above My 10 fingers impressions are Attested



Sukena Lalit Raut

All the Above My 10 fingers impressions are Attested



X X X

Major Information of the Deed




No. :	I-1003-01577/2019	Date of Registration	18/04/2019
Applicy No / Year	1003-0000624409/2019	Office where deed is registered	
Applicy Date	17/04/2019 4:34:38 PM	A.D.S.R. MIDNAPORE, District Paschim Midnapore	
Applicant Name, Address & Other Details	C S Ghosh Midnapore, Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL. Mobile No : 9733748704, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property Declaration [No of Declaration : 2] [4311] Other than Immovable Property. Receipt [Rs 9,00,000/-]		
Set Forth value	Market Value		
Rs 9,00,000/-	Rs. 50,88,795/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 7,021/- (Article:48(g))	Rs. 9,021/- (Article E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Road: Sekhpura Municipal Road, Mouza SEKHPURA Pin Code : 721101

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
1.1	RS-153/323	RS-5/5	Vastu	Vastu	5.3 Dec	9,00,000/-	50,88,795/-	Width of Approach Road 20 Ft. Adjacent to Meta Road.
Grand Total :					5.3Dec	9,00,000 /-	50,88,795 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			Signature
	Name	Photo	Finger Print	
1	Smt Kajal Raut (Presentant) Wife of Late Sambhunath Raut Executed by: Self, Date of Execution: 18/04/2019 Admitted by: Self, Date of Admission: 18/04/2019 ,Place : Office			
		18/04/2019	LTI 18/04/2019	18/04/2019

Major Information of the Deed :- I-1003-01577/2019-18/04/2019

Chandra, P.O:- Chandra, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN-721102
 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BLPR1244L,
 Status :Individual, Executed by: Self, Date of Execution: 18/04/2019
 Admitted by: Self, Date of Admission: 18/04/2019 ,Place : Office

Name	Photo	Finger Print	Signature
Shri Subhabilash Raut Son of Late Sambhunath Raut Executed by: Self, Date of Execution: 18/04/2019 Admitted by: Self, Date of Admission: 18/04/2019 ,Place : Office			
18/04/2019	LTI 18/04/2019	18/04/2019	

Chandra, P.O:- Chandra, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN-721102
 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AMTPR5221R,
 Status :Individual, Executed by: Self, Date of Execution: 18/04/2019
 Admitted by: Self, Date of Admission: 18/04/2019 ,Place : Office

Name	Photo	Finger Print	Signature
Ms Koyel Raut Daughter of Late Sambhunath Raut Executed by: Self, Date of Execution: 18/04/2019 Admitted by: Self, Date of Admission: 18/04/2019 ,Place : Office			
18/04/2019	LTI 18/04/2019	18/04/2019	

Chandra, P.O:- Chandra, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN-721102
 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BLXPR1035D,
 Status :Individual, Executed by: Self, Date of Execution: 18/04/2019
 Admitted by: Self, Date of Admission: 18/04/2019 ,Place : Office

Name	Photo	Finger Print	Signature
Shri Kalishankar Raut Son of Late Purna Chandra Raut Executed by: Self, Date of Execution: 18/04/2019 Admitted by: Self, Date of Admission: 18/04/2019 ,Place : Office			
18/04/2019	LTI 18/04/2019	18/04/2019	




Chandra, P.O:- Chandra, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN-721102
 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AFAPR8090,
 Status :Individual, Executed by: Self, Date of Execution: 18/04/2019
 Admitted by: Self, Date of Admission: 18/04/2019 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	GANAKS HOUSING DEVELOPMENT INDUSTIES LLP K/12, Saratpally, P.O:- Midnapore, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN-721101, PAN No.:: AASFG3057H, Status :Organization, Executed by: Representative

Representative Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Shri Ganesh Chandra Ghosh Son of Kshudiram Ghosh Date of Execution - 18/04/2019, , Admitted by: Self, Date of Admission: 18/04/2019, Place of Admission of Execution: Office	 Apr 18 2019 1:50PM	 LTI 18/04/2019	 18/04/2019

B-19/1 Bidhannagar, P.O:- Midnapore, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN - 721101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No ADEPG3145M Status : Representative, Representative of : GANAKS HOUSING DEVELOPMENT INDUSTRIES LLP (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mridula Raut Wife of Kali Sankar Raut Chandra, P.O:- Chandra, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN - 721102	 18/04/2019	 18/04/2019	 18/04/2019

Identifier Of Smt Kajal Raut, Shri Subhabilash Raut, Ms Koyel Raut, Shri Kalishankar Raut, Shri Ganesh Chandra Ghosh

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Kajal Raut	GANAKS HOUSING DEVELOPMENT INDUSTRIES LLP-1.325 Dec
2	Shri Subhabilash Raut	GANAKS HOUSING DEVELOPMENT INDUSTRIES LLP-1.325 Dec
3	Ms Koyel Raut	GANAKS HOUSING DEVELOPMENT INDUSTRIES LLP-1.325 Dec
4	Shri Kalishankar Raut	GANAKS HOUSING DEVELOPMENT INDUSTRIES LLP-1.325 Dec

Endorsement For Deed Number : I - 100301577 / 2019

Major Information of the Deed :- I-1003-01577/2019-18/04/2019

18-04-2019
Rate of Market Value(WB PUVI rules of 2001)

ed that the market value of this property which is the subject matter of the deed has been assessed at Rs 795/-

Rabindranath Sau

RABINDRANATH SAU
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
Paschim Midnapore, West Bengal

On 18-04-2019

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 49 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:35 hrs on 18-04-2019, at the Office of the A.D.S.R. MIDNAPORE by Smt Kajal Raut one of the Executants.

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

Execution is admitted on 18/04/2019 by 1. Smt Kajal Raut, Wife of Late Sambhunath Raut, Chandra, P.O Chandra Thana Medinipur, Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by Profession Housewife, 2. Shri Subhabilash Raut, Son of Late Sambhunath Raut, Chandra, P.O: Chandra, Thana Medinipur, Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by Profession Business, 3 Ms Koyel Raut Daughter of Late Sambhunath Raut, Chandra, P.O: Chandra, Thana: Medinipur, Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by Profession House wife, 4. Shri Kalishankar Raut, Son of Late Purna Chandra Raut, Chandra, P.O: Chandra, Thana: Medinipur, Paschim Midnapore, WEST BENGAL, India, PIN /21102, by caste Hindu, by Profession Others

Indetified by Mridula Raut, , Wife of Kali Sankar Raut, Chandra, P.O: Chandra, Thana: Medinipur, Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by profession House wife

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

Execution is admitted on 18-04-2019 by Shri Ganesh Chandra Ghosh, Partner, GANAKS HOUSING DEVELOPMENT INDUSTRIES LLP, K/12, Saratpally, P.O:- Midnapore, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India PIN - 721101

Indetified by Mridula Raut, , Wife of Kali Sankar Raut, Chandra, P.O: Chandra, Thana: Medinipur, Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by profession House wife

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 9,021/- (B = Rs 9,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 9,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/04/2019 1:40PM with Govt. Ref. No: 192019200006843861 on 18-04-2019, Amount Rs: 9,021/-, Bank State Bank of India (SBIN0000001), Ref. No. IK0AAEWZB8 on 18-04-2019, Head of Account 0030-03-104-001 16

of Stamp Duty

that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/-
= Rs 2,021/-
Stamp: Type: Impressed, Serial no 1419, Amount: Rs.5,000/-, Date of Purchase: 18/04/2019, Vendor name: Soumen
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB
Online on 18/04/2019 1:40PM with Govt. Ref. No: 192019200006843861 on 18-04-2019, Amount Rs: 2,021/-, Bank
State Bank of India (SBIN0000001), Ref. No. IK0AAEWZB8 on 18-04-2019, Head of Account 0030-02-103-003-02



RABINDRANATH SAU
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
Paschim Midnapore, West Bengal

of Registration under section 60 and Rule 69.
ed in Book - I
number 1003-2019, Page from 33346 to 33395
No 100301577 for the year 2019.



Digitally signed by RABINDRANATH SAU
Date: 2019.04.23 11:40:46 +05:30
Reason: Digital Signing of Deed.

Rabindranath Sau

RABINDRANATH SAU) 04/23/2019 11:40:24
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
West Bengal.

(This document is digitally signed.)