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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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15/05/24
 2004/80558/24
 The document is admitted to registration. The endorsement sheets and the Signature Sheet attached with this deed are part of document.
 Addl. Dist. Sub-Registrar
 Chanchal, Malda

Harithik Acharya

NARAYANI ENTERPRISES

PARTNER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 25th DAY OF APRIL, 2024

BETWEEN

15 MAY 2024
 Jay Kumar
 25/04/24

SL. NO. 37979 Date 28.3.2024

PURCHASER Narayan Enterprises

Full Address Sley

Total Value 5000/-

Stamp Purchased from JPG Treasury-1



STAMP VENDOR Ms
JAYA RANI DAS
Licence No. 1 of 99-2000
Addl. DSR Office, Rajganj, Jalpaiguri



✓
Addl. Dist. Sub-Registrar
Chanchal, Maida

15 MAY 2024

NARAYANI ENTERPRISES

PARTNER

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Hrittik Agarwala

SRI HRITTIK AGARWALA S/O LATE KAMAL KRISHNA AGARWALA (PAN NO – DCIPA6319H, AADHAR NO: 603900641230), Hindu by Religion, Indian by Citizenship, residing at N.S Road, Chanchal Bazar, P.O. & P.S Chanchal, Dist. Malda, Pin-732123, hereinafter collectively referred to as "OWNER/FIRST PARTY" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean include his respective successors and/or successors-in-office and/or interest) of the **ONE PART**.

AND

NARAYANI ENTERPRISES (PAN: AAUFN2130Q), A Partnership Firm, registered under the Partnership Act, 1932, having it's Office at Shanti Warehousing Corporation, 3rd Mile Sevoke Road, Siliguri, Post Office – Salugara, P.S. – Bhaktinagar, District – Jalpaiguri, PIN – 734008, in the State of West Bengal, represented by one of its Partner, SHRI AJAY AGARWAL (PAN : AGIPA6181A), son of Late Gangadhar Agarwal, residing at Shanti Ware House, Near Sona Motor, 3rd Mile, Siliguri, P.O. Siliguri, P.S. Bhaktinagar, District – Jalpaiguri, Pin-734008, West Bengal, hereinafter called the "DEVELOPER /SECOND PARTY"(which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the partners for the time developer being of the said Partnership Firm and their respective heirs, executors, administrators and legal representatives as the case may be) of the **OTHER PART**.

That the said Owner/First Party and the Developer/Second Party are hereinafter collectively referred to as the 'Parties' and individually referred to as the 'Party'.

Govt. Dist. Sub-Registrar
Chanchal, Malda

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Hritik Agarwal

NARAYANI ENTERPRISES
PARTNER

Hritik Agarwal

RECITALS

WHEREAS:

I. The First Party along with Mr. Alberuni son of Md Saful Ali became the absolute owner in possession of all that piece or parcel of land measuring 15 Decimal, (First Party became the owner of land measuring 12 Decimal and Mr. Alberuni became the owner of 3 Decimal land) appertaining to and forming part of R.S & L.R Plot No. 2196/2672, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda, by virtue of deed of Sale being no. **I-2189 dated 21/02/2022** registered in the office of the ADSR, Chanchal, Dist. Malda, free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever

II. The First Party along with Mr. Alberuni son of Md Saful Ali also became the absolute owner in possession of all that piece or parcel of land measuring 50 Decimal, (First Party became the owner of land measuring 40 Decimal and Mr. Alberuni became the owner of 10 Decimal land) appertaining to and forming part of R.S & L.R Plot No. 2176/2674, 2194 & 2196/2673, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda, by virtue of deed of Sale being no. **I-2186 dated 01/02/2022** registered in the office of the ADSR, Chanchal, Dist. Malda, free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

III. Thereafter the said First party gifted land measuring 24.20 Decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2672, 2176/2674 2196/2673 & 2194, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda in favour of his brother Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala vide various Deed of Gift being **No.I-2258 dated 02/02/2022, I-2259 dated 02/02/2022, I-2260 dated 02/02/2022, I-2262 dated 02/02/2022, I-2263 dated 02/02/2022 & I-2265 dated 02/02/2022**, all registered in the office of A.D.S.R Chanchal, Dist-Malda, free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

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IV. Thereafter the said Mr. Alberuni son of Md Saful Ali gifted land measuring 4.8 Decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2672, 2176/2674, 2194, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda in favour of his brother Md. Aktar Hossain S/o Saful Ali vide various Deed of Gift Being No. **I-2261 dated 02/02/2022, I-2262 dated 02/02/2022 & I-2265 dated 02/02/2022**, all registered in the office of A.D.S.R Chanchal, Dist-Malda, free from all encumbrances and charges, lien, lispens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

V. Thereafter the said Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala, Mr. Alberuni & Md. Aktar Hossain both sons of Md Saful Ali transferred their land measuring 10.80 Decimal, (land measuring 5.95 Decimal was transferred by Riskik Agarwala, land measuring 3.85 Decimal was transferred by Alberuni and land measuring 1 Decimal was transferred by Md. Aktar Hossain), appertaining to and forming part of R.S & L.R Plot No. 2196/2672 & 2196/2673, recorded L.R Khatian No. 12695,12704,12697 & 12705, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda to the District Magistrate vide **Deed of Gift being No. I-199 dated 04/01/2023**, registered in the office of D.S.R Malda, Dist-Malda, free from all encumbrances and charges, lien, lispens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

VI. That the said Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala transferred his land measuring 4.38 Decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2672, recorded L.R Khatian No. 12696 & 12702, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda to the District Magistrate vide **Deed of Gift being No. I-6584 dated 24/05/2023** registered in the office of A.D.S.R Chanchal, Dist-Malda, free from all encumbrances and charges, lien, lispens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

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VII. That the said Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala remained and being the owner of land measuring **13.65 Decimal**, appertaining to and forming part of R.S & L.R Plot No.2196/2672, 2196/2673, 2176/2674, & 2194, recorded in L.R Khatain No. 12705, 12703, 12718, 12695, 12702, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda and thus gifted his land measuring 13.87 Decimal to his brother **SRI HRITIK AGARWALA vide Deed of Gift being No. I-1687 dated 06/02/2024 & I-1596 dated 05/02/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda, free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

VIII. That the said Mr. Albirun remained the owner of land measuring 4.15 Decimal and MD. Akhtar Hossain being the owner of land measuring 4 decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2673, 2196/2672, 2176/2674 & 2194 recorded in L.R Khatain No. 12697, 12704, 12701 & 12717 Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **8.15 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-3589 dated 14/03/2024 & I-3594 dated 14/03/2024**, registered in the office of A.D.S.R Chanchala Dist-Malda, free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

IX. That the said Alak Ranjan Sarkar being the owner of land measuring 4 decimal, appertaining to and forming part of L.R Plot No. 2194, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **4 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-4791 dated 16/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda, free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

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X. That the said Alak Ranjan Sarkar being the owner of land measuring 5 decimal, appertaining to and forming part of L.R Plot No. 2176/2674, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **5 Decimal** to **SRI HRITIK AGARWALA** vide **Deed of Sale** being No. **I-4699** dated **15/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda, free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

XI. That the said Alak Ranjan Sarkar being the owner of land measuring 9 decimal, appertaining to and forming part of L.R Plot No. 2196/2672, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **9 Decimal** to **SRI HRITIK AGARWALA** vide **Deed of Sale** being No. **I-4637** dated **09/04/2024**, registered in the office of A.D.S.R Chanchal, Dist.-Malda, free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

XII. That the said Alak Ranjan Sarkar being the owner of land measuring 32 decimal, appertaining to and forming part of L.R Plot No. 2196/2673, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **32 Decimal** to **SRI HRITIK AGARWALA** vide **Deed of Sale** being No. **I-4868** dated **18/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda, free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

XIII. That the said Champak Ranjan Sarkar being the owner of land measuring 5 decimal, appertaining to and forming part of L.R Plot No. 2196/2672, recorded in L.R Khatain No. 692, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **5 Decimal** to **SRI HRITIK AGARWALA** vide **Deed of Sale** being No. **I-3800** dated **19/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda, free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

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XIV. That the said Sumi Sarkar and Subhra Sarkar being the jointly owner of land measuring 5 decimal, appertaining to and forming part of L.R Plot No. 2196/2672, recorded in L.R Khatian No. 1554, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **5 Decimal** to **SRI HRITIK AGARWALA** vide **Deed of Sale being No. I- 5125 dated 24/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda, free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

XV. By virtue of the aforesaid part recited Deeds of Sale the Owners/First Party herein are seized and possessed of and/or otherwise well and sufficiently entitled to in free simple possession of all that pieces and parcels of homestead **total land measuring about 109.82 Decimal** by way of separate sale deeds & Gift Deeds and duly mutated their name at the concerned office of B.L. & L.R.O., Chanchal, and obtain a LR Khatian being No. 12694, 15010 & 40 under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda in the state of West Bengal morefully described in the First Schedule stated hereunder hereinafter referred to as the said Land.

XVI. That the said Owner herein have been interested to develop or promote the said land by way of development/construction of new residential buildings consisting of flats/apartments and other commercial constructed areas capable of being occupied independently hereinafter collectively referred to as the said Housing Complex.

XVII. That the Owner do not have expertise and resources to develop or promote the said Land by way of construction of the said Housing complex comprising of several residential buildings and commercial areas and as such the Owner have approached the Developer with a proposal to develop the said Land, as per the approvals/sanction by Authorities for the said Land.

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XVIII. That the Owner understand that for development/construction utilizing of the subject Premise in to said Housing Complex as per sanctioned/Building Plans approved by Competent authority, would require huge finances, resources, knowledge, planning, professionals, along with the technical and legal expertise and skill/due diligence of the said Land but he is not fully equipped to do so and has therefore approached the Developer/Second Party for construction and development of the said Housing Complex on the said Land.

XIX. That the Developer has expertise and resources and has accepted the proposal of the Owner in respect of the development of the said Land by way of erection and construction of the said Housing Complex comprising of several Residential and Commercial buildings in terms of plan or plans to be sanctioned by the appropriate concerned authorities connected therewith.

XX. That the Developer/Second Party has satisfied itself about the right, title of Owner as well smooth feasibility and financial viability of construction and development of the said Land into said Housing Complex comprising of Residential units / Flats / Apartments / commercial shops etc. and accordingly Parties hereto have agreed and entered into this Agreement.

XXI. That in view of what is stated hereinabove the Owner and the Developer have mutually agreed about the manner and terms and conditions in respect of the Development of the said Land by way of erection and construction of the said Housing Complex and hereby record the same as stated hereunder;

XXII. THAT, the parties to this agreement in order to avoid any misunderstanding and future complication and legal dispute, desirous to incorporate all the agreed terms and conditions in this Agreement in relation to construction, development, sale and distribution of sale proceed of units in the agreed ration between the parties.

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NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

1. It is agreed and recorded that the Owner will mutate his name in the Records of the B.L. & L.R.O. office Chachal. 1(one) Block and other concerned authorities at his own costs and expenses.

2. It is confirmed and recorded that the Owner have amalgamated his respective land right of the land comprised in the said land morefully described in the First Schedule.

3. It is recorded that the Owner will hand over Xerox copies of the relevant Deeds and documents to the Developer and make out sale title of the said recited Land more fully described in the First Schedule stated hereunder free from all encumbrances, charges mortgage, liens, lispens trusts, acquisition, requisitions, litigations, claims and demands whatsoever or howsoever.

4. It is agreed and recorded that the Developer shall obtain for and on behalf of the Owner all necessary permission and sanction/approval whatsoever required in respect of the development/construction of the Housing Complex in the said Land under the provisions of applicable laws at the costs and expenses of the Developer.

5. It is represented and recorded that the said Land is not affected by any notice of acquisition and/or requisition by the Government and the said Land is in complete possession of the Owner.

6. It is agreed and recorded that the Owner shall support to obtain requisite consents, permissions, sanction, approvals, licences, permits as may be required from time to time for development of the said Land at the costs and expenses of the Developer.

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7. It is agreed and recorded that the Developer shall get the building plan of said Housing Complex prepared through a reputed Architects/Engineer or Planner along with supporting plans such as structural plan, electrical plan, sewerage plan etc. and shall ensure to get the said plans duly approved by the appropriate authorities within reasonable time frame at its own cost and expenses;

8. It is agreed and recorded that the Owner have full power and authority to enter into this agreement for development of the said land.

9. It is agreed and recorded that after getting the Occupation Certificate/ Completion Certificate of the said Housing Complex either in Part or Full, as the case may be, as per the terms of Agreement to Sell entered between the Developer and Prospective Buyers, the Owner shall sale and transfer undivided proportionate impartibly share of the land of the said Land appertaining to flats/apartments/shops and other commercial constructed areas of the said Housing Complex free from all encumbrances whatsoever by way of execution of Conveyance Deed/Sale Deed in favour of Prospective Buyers.

10. It is agreed and recorded that the Owner shall not enter into any Agreement for Sale or otherwise deal with the said Land with any other person or persons during the pendency of this Development Agreement except in the manner as envisaged herein.

11. It is agreed and recorded that the Owner shall be confirming Party in the Agreement for Sale to be entered by the Developer with the Prospective Buyers/Customers.

12. It is agreed and recorded that the Developer has agreed to develop the said Land and sale the said Housing Complex as a promoter under the Provision of applicable development laws, rules/regulations and RERA on the terms and conditions as stated herein.

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II. DEVELOPER'S REPRESENTATIONS

1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new residential and commercial buildings and/or Housing Complexes.

2. The Developer has sufficient financial resources and has capacity of arranging finance and infrastructure as may be required for carrying out the development of the "said Land" and/or the construction of the said Housing Complex.

3. The Developer shall carry out and complete the said development work on the "said Land" in phase wise manner in accordance with plan or plans, layout and specification to be sanctioned by appropriate concerned Authorities and entire construction work shall be completed in accordance therewith with good quality materials and fittings as shall be approved by the Architects.

4. It is agreed and recorded that the Developer shall cause preparation of the plan or plans design and shall obtain all requisite sanctions of the plan consents, permissions, approvals, licences, permits as may be required from time to time for and on behalf of the Owner for development of the said Land from the concerned authorities at its own costs and expenses.

5. The Developer shall develop the said Land by constructing a multi storied complex with independent units with all essential facilities/specification for a comfortable existence at their own cost, expenses and resources after getting all the requisite permissions, sanctions, approvals from the competent authorities and as per the plans sanctioned by the competent authority and such permissions, sanctions, approvals shall be kept valid and in force until completion of the Housing Complex by issuing the Occupation Certificate/Completion Certificate/Part Occupation/Completion Certificate by the Authority;

6. It is agreed and recorded that the Developer shall deposit interest free Security deposit to the Owner as enumerated hereunder.

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7. It is agreed and recorded that the Developer shall complete the construction of the entire Housing Complex in a phase wise manner within 5(Five) years from starting of construction in accordance with law and there shall be no deviation whatsoever in respect of the Development of the said Land and after completion of construction shall also obtain Completion Certificate (C.C.)/Occupancy Certificate/Part Occupation/Completion Certificate from the competent Authority at its own costs and expenses. Time shall for this purpose be deemed to be the essence of this contract.

8. It is agreed and recorded that the Developer shall register the said Housing Complex as Single Project or in Phase wise manner, as the case may be, under the provisions of the West Bengal Real Estate (Regulation and Development) Act in the state of West Bengal (hereinafter referred RERA as a Promoter of the said Housing Complex) and shall be solely liable for all the obligations and responsibilities and to comply with of the said RERA Act and rules and Regulation framed there under from time to time.

9. It is agreed and recorded that until the completion of the said Housing Complex the Developer shall not reconstitute its partnership by way of inducting and or retiring of the new partner.

10. It is agreed and recorded that Developer undertakes the responsibility to supervise the construction activities, appoint architect, Engineer, service consultant, contractors, sub-contractors, skilled or unskilled labors and other personnel experts in civil construction at their own cost and expense and shall pay them remunerations to discharge their services in relation to said Housing Complex.

11. It is agreed and recorded that the Developer shall take all responsibilities and keep the said Owner indemnified for construction of the proposed Housing Complex, any untoward incident / accident at site, mis-happening or any other claim related to construction activity at site. That from the date of handover the said land for Development, the Developer be put in vacant possession of the said Land in terms of these presents; all outgoings in respect of the said Land shall be the liability of the Developer and the Developer agrees to pay and bear the same

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absolutely and punctually and Developer agrees to keep the Owner saved, harmless and indemnified in respect thereof and all claims, demands, costs, expenses, actions and proceedings, including payment of any fine or penalty imposed by any Authority on account of any construction made by the Developer in deviation of the Sanctioned Plan and the resultant loss arising there from as also any levy imposed by or any other Statutory Body or the Government for the development or betterment of the locality in which the proposed multi storied building/Complex is to be constructed will be borne and be on account of the Developer.

12. It is agreed and recorded that the Developer shall have exclusive marketing rights in its own name and for that purposes, the Developer is hereby authorized to sell the Flats/unit/shop, receive application form, receive earnest money/ sale consideration, issue Allotment Letter, Money Receipts, sign Agreement for Sale, Maintenance Agreement etc. from/with the Prospective buyers/allottees, etc. in its own name.

13. It is agreed and recorded that Developer will be responsible to deliver standard quality of construction, complete the project as per agreed timelines. All materials used would be of standard quality and the construction work shall be as per acceptable Indian standards.

III. RATES, TAXES AND OUTGOINGS

1. It is agreed and recorded that the Owner shall bear and pay all kinds of rates, taxes levies, land revenues, surcharge outgoings and all other impositions relating to Panchayat tax or otherwise taxes of whatsoever nature concerning or relating to the said land up to the date of the execution of said Agreement.

2. It is agreed and recorded that with effect from the date of execution of said Agreement of the said land the Developer shall be liable to pay all kinds of rates and taxes in respect of the said land till the completion of the said Housing Complex and upon completion of the same the intending buyers/Occupiers shall be liable to pay all kinds of rates and taxes with regard to their respective flats/commercial areas and other areas together with various expenses including common maintenance thereof provided however, the Owner and Developer shall

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be liable to pay rates and taxes in respect of unsold portion of their respective share of the constructed areas of the said Housing Complex.

3. It is agreed and recorded that on and from the date of Completion of the said Housing Complex and upon handing over of the flats and/or commercial areas of the housing complex, the buyers and occupiers shall pay property tax and/or all kinds of rates and taxes of whatsoever nature in respect of their areas of the said Housing Complex.

IV. TITLE DOCUMENTS

1. It is agreed and recorded that the Owner have given inspection of original title deeds together with abstract of title and report of title of the said Land more fully described in the First Schedule stated hereunder and the Developer hereby accept the right title and interest of the Owner in the said land and fully satisfied in respect thereof.

2. The Owner undertake to answer all reasonable questions and/or requisition and shall also give explanation and clarification in respect of title of the said Land as is held by them.

3. It is agreed and recorded that in case of any dispute or obstructions in respect of title and/or possession of the said Land raised before any authority/court, during or post construction, the owner shall take all necessary measures to resolve it at the cost of the owner. Any dispute or obstructions shall not to be considered as delay in the part of the Developer in Completion of the said Housing Complex.

V. COMMENCEMENT AND END OF AGREEMENT

It is agreed and recorded that this agreement shall commence upon execution hereof and shall continue in force till the fulfilment of all the terms and conditions by the Owner within time period of completion of the said Housing Complex by Developer as envisaged herein and deliver the Possession of the constructed units/space/area to the intending purchasers/Buyers and settlement of account between the parties as per agreed revenue sharing ratio including settlement of unsold stock/inventory.

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VI. APPOINTMENT

1. The Owner herein hereby appoints the Developer as the Promoter/Builder and/or developer for carrying out the development at the "said Land" as per the sanctioned plan or plans subject to the terms and conditions recorded herein.
2. The Developer hereby accepts its appointment as the Promoter/Developer in respect of the "said Land" and further agrees to carry out the development of the said Housing Complex in the manner and on the terms as envisaged herein.
3. The Owner hereby permit the Developer to enter upon the said Land for the purpose of development and construction of the said Housing Complex on the terms and conditions as envisaged herein.
4. That this Agreement shall not to be deemed to constitute a partnership between the Owner and the Developer or an agreement for sale of the said Land by the Owner to the Developer and shall not be deemed to bind the parties hereto expect specifically recorded herein. The developer shall be solely liable and responsible for any liability in connection with the construction of dwelling unit in the said Housing Complex as per statutory approvals.

VII. PERMISSIONS/APPROVALS BY THE DEVELOPER

1. It is agreed and recorded that the Developer for and on behalf of the Owner shall apply and obtain all other necessary consents, approvals, permissions, licences and sanction of the plan or plans, RERA Registration including but without limitation those required to be given by the Zilla Parishad, State Government Department, RERA Authority or any other body constituted under the law or regulatory authority in respect of the said Land without any conditions and restrictions regarding the use, development and occupation of any areas of the said Housing Complex.

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2. It is agreed and recorded that the Developer shall register the said Housing Complex with the Real Estate Regulatory Authority as a Developer/ Promoter of the said Housing Complex and shall be responsible for compliance of the various functions and duties under Real Estate (Regulation and Development) Act, of the West Bengal hereinafter referred 'RERA'

3. It is agreed and recorded that the Developer shall compliance the applicable Building Bye Laws & rules thereof amended up to date and the compliance under the Provision of RERA Act, 2016 and West Bengal Real Estate (Regulation and Development Rules, 2021 amended up to date. The Developer hereby confirms and assures that Developer is fully aware of the provision of the above said applicable Byelaws, Act & rules and its implications thereof in relation to the said Project/Complex and shall comply with the provision of the same or any statutory amendments or modifications there of or the provisions of any other law(s) dealing with the subject matter. The parties shall execute all the documents / papers required for the said purpose as and when required for compliance the statutory provisions.

VIII. ENTIRE COSTS FOR CONSTRUCTION/FINANCE

1. All costs, charges and expenses of whatsoever nature in respect of carrying out construction and completion of the said Housing Complex including approvals, permissions NOC and fees, charges for sanction of the plan or plans and all other ancillary approvals shall be borne and paid by the Developer only and the Owner shall not be liable and responsible to incur any kind of expenses, fees, charges in this regard.

2. That the land owner shall permit the Developer to mortgage the said below mentioned land for obtaining bank finance/ Construction Loan from any leading financial institution.

Advt. Dist. Sub-Registrar
Chanchal, Haldia

15 MAY 2024

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NARAYANI ENTERPRISES

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PARTNER

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IX. MANNER OF CONSTRUCTION BY DEVELOPER

1. That the Developer shall appoint and engage professional team of reputed Architects & Designers in consultation with the Owner to cause preparation of plans, layout, specifications and all other persons required for construction of the said Housing complex in phases and on such terms and conditions as the Developer may think fit and proper and the Developer shall bear and pay their fees, remunerations, wages, salaries and all other expenses of whatsoever nature in respect thereof.

2. That the Developer will cause to be prepared all plans, drawings, specifications applications and other papers and documents in such form and manner as may be required from time to time for the purpose of utilizing of maximum permissible constructed areas and shall apply to obtain necessary permissions and sanction from the Appropriate concerned Authorities for development of the said Land by way of erection and construction of High rise buildings in the said Housing Complex comprising of various residential buildings and commercial complex and to provide specifications therein, provided however it is agreed and recorded that all such permissions, consents, approvals NOC and sanctions shall be obtained by the Developer for and on behalf of the Owner from the appropriate concerned authorities and Developer shall bear and pay all costs, charges fee, expenses as may be required in connection with the sanction of the plans of the said 'Housing Complex' and the Owner shall extend full support and cooperation as may be required from time to time.

3. The Owner shall sign and execute from time to time throughout the course of development all such papers and documents at the instance and/or request of the Developer for the purpose of obtaining such sanction/ approval or permissions of the plans together with modifications thereof or any other work in connection with the development and construction of the said Housing complex at the said Land which are required to be signed by the Owner for the purpose and fulfilment of the terms of this agreement.

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Chanchal, Maida
15 MAY 2024

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4. That the Developer shall appoint and employ the building contractors and sub-contractors to carry out the construction of the said Housing complex and the Developer will take all steps necessary to effectually procure the due performance and observance of the obligations and duties of the building contractor or sub-contractor as the case may be.

5. That the Developer for and on behalf of the Owner shall be entitled to apply for and obtain Power Electricity, water, sanitary, gas, telephone and other connection and/or any amenities and facilities of whatsoever nature as may be required in the said Housing Complex at its own cost and the Owner hereby accord their consent and further agrees to extend all necessary cooperation to the Developer for obtaining the same.

6. That the entire construction work of the said Housing complex at the said Land shall be with the knowledge and approval of the reputed architects and other professional appointed by the Developer and best materials required to be used for construction of the said Housing complex shall be used with the approvals of the said architects.

7. It is agreed and recorded that in view of what is stated hereinabove the Developer agrees to construct and complete the said Housing complex in accordance with the plan or plans to be sanctioned by the appropriate concerned authorities and or as the case may be.

X. PHASEWISE DURATION FOR COMPLETION

1. It is agreed and recorded that the Owner hereby grant permission to the Developer for the Purpose of carrying out construction of the said Housing Complex at the said Land in accordance with the plan or plans to be sanctioned by the appropriate concerned authorities and the Malda Zilla Parishad or appropriate authority or any other authorities as the case may be.

2. It is agreed and recorded that the Developer shall immediately upon receipt of vacant possession of the Land with all relevant documents shall submit the plans of the said Housing Complex before the concerned authorities for necessary sanctions.

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Chanchal, Malda
15 MAY 2024

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3. The Developer shall make best efforts to obtain necessary sanction of the plans of the said Housing Complex from the concerned authorities of the said Housing Complex as early as possible but within one year from the date of these presents.
4. It is agreed and recorded that after sanction of Plan of said Project/Complex, the Parties will jointly decide the area to be constructed/developed in Phase-I and Phase-II.
5. It is agreed and recorded that the Developer shall complete the construction of the entire said Housing Complex in phase wise manner at the said Land and get the occupancy certificate/completion certificate within 5 (five) years from the starting of the construction.

XI. REVENUE SHARE ALLOCATION

1. In consideration of the development of the entire Housing Complex at the said Land to be done in a phase wise manner by the Developer at its own costs and expenses which includes Owner's Share and in consideration of the construction of the said Housing Complex at the said Land, it is agreed by and between the Owner and the Developer that the entire Sale Proceeds of the Residential/Commercial and any other area of constructed areas/Built-up area/Salable area of the said Housing complex or part there of as per Sanctioned Plan shall be divided and apportioned in the manner as stated here under:-

PARTY	COMMERCIAL	RESIDENTIAL
1 st Party/Owner	40%	40%
2 nd Party/Developer	60%	60%

Provided however it is made clear that the Owner and Developer shall be titled to apportion entire consideration amount to be received from Prospective buyers /customers /investors and appropriate the same in the proportion stated here in above subject to compliance of RERA Act and Rules thereof.

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2. It is agreed and recorded that the entire common areas, car parking areas, open areas, roofs and all other areas together with common amenities and facilities/equipment of whatsoever nature of the said Housing complex shall also belong to the Owner and the Developer in the said proportion.
3. The developer shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the Owner' share or allocation and also not to claim any amount from the sale proceeds of the Owner' allocation.
4. It is agreed and recorded that in the event any refund to be made to any Purchasers/customer, the parties hereto, if they receive such payment from the Purchaser/customer, shall make such refund in the same proportion and the Owner will ensure to arrange such refund to the designated bank account to enable the Developer to make necessary refund to the Purchaser/customer after adding on its share.
5. It is agreed and recorded that in case of construction cost of the commercial areas exceeds more than the costs of Residential building than the excess cost of commercial area shall be shared by the owners and developer in the ratio of 40 % by the owner and 60% by the Developer.

XII. SECURITY DEPOSIT & ADVANCE

1. It is agreed and recorded that for the purpose of fulfilling its obligations as stated herein the Developer shall keep an interest free refundable Security Deposit of a sum of Rs.2,40,00,000/- (Rupees Two Crore Forty Lacs) only with the Owner. The said amount shall be adjusted in the share of owner allocation in the First Phase.

XIII. SALE AND TRANSFER OF CONSTRUCTED AREAS OF THE HOUSING COMPLEX:

1. That in consideration of development of the said Land the Owner and the Developer shall jointly be entitled to sale and transfer constructed areas of the said Housing complex to be constructed at the said Land unto and in favour of the intending buyers, by way of execution of respective Sale Deed/Conveyance Deed, Owner and Developer shall also be entitled to take advances pending construction of the said Housing Complex at the said Land.

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Chanchal, Mairia
15 MAY 2024

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PARTNER

2. Subject to completion of the said Housing Complex by the Developer the Owner and the Developer shall apportion consideration and appropriate thereof in proportion to their respective ratio of share of the consideration of the said Housing complex.

3. It is agreed and recorded that the Owner and the Developer both shall jointly sale and transfer by way of execution of respective Sale Deed/Conveyance Deed of the constructed areas of the said Housing complex together with undivided proportionate impartible share in land of the said Land appertaining thereto and all rents, issues and profits arising in respect thereof shall be appropriated in respect of their respective revenue share of the said Housing complex.

4. That in consideration of the Development of the said Land by the Developer the Owner hereby agree and undertake to sale and transfer undivided proportionate impartible share of the land of the said Land appertaining to the Flats/Apartments and other commercial constructed areas of the said Housing complex and similarly the Developer shall sale and transfer constructed areas of the said Housing Complex and shall execute and register the agreement for Sale of the said Housing complex unto in favour of the buyers.

5. That the Owner shall be entitled to appropriate the consideration amount/sale proceeds of their share in the proportion of the land of the said land held by them.

XIV. ACCOUNTS, RECORDS AND REPORTS

1. It is agreed and recorded that the Developer shall maintain true, accurate, clear and complete record of all the moneys received by it from the Prospective Buyers.

2. It is agreed and recorded that the Developer shall permit the Owner or his duly authorized representative to examine, scrutinize and inspect all the books of account and records in respect of said Housing Complex for the purpose of determining whether the Developer is complying with the terms of this Agreement.

Sub-Registrar
Chanchal, Malda
15 MAY 2024

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NARAYANI ENTERPRISES

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3. It is agreed and recorded that the accounts maintained by the Developer for the purpose of this Agreement shall be maintained as per standard accounting practices.

XV COMMON EXPENSES & EDC

1. It is agreed and recorded that besides the consideration amount receivable by the Owner and the Developer for sale and transfer of the flats and other constructed areas of the said Housing Complex, the intending buyers shall also be liable to pay the Common Maintenance Expenses(CAM) interest free security deposit Municipal rates and taxes and other additional amenities and facilities to the Developer/Maintenance Agency appointed by Developer in consultation with the Owner to the maintenance In Charge of the said Housing Complex.

2. It is further agreed and recorded that the intending buyers shall also pay extra charges, taxes, including GST, Deposits, and the amounts on various accounts hereunder written.

XVI. DELAYS

1. That the Developer shall complete the total construction of the said Housing complex in phase wise manner at the said Land within a period of 5 (Five) years from the starting of construction.

2. If any event occurs which is beyond the control of the Developer including but not limited to fire, flood, explosion, riot, terrorist acts, strike, war, acts of government or any circumstances outside the reasonable control of the Developer which results in delay in carrying out construction of the said Housing Complex as stated in this Agreement then and in such an event time shall be extended to that extent to complete the construction of the said Housing Complex.

3. It has been agreed that in case of delay and/or default on the part of the Developer to complete the construction of the said Housing Complex subject to force majeure within the time and/or completion of the said Housing Complex as agreed hereinabove, then the time for completion of such construction may be extended by maximum of One year and thereafter completion time shall not be further extended.

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Chanchal, Malda
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4. That the Owner shall not sale and transfer their respective right title and interest of their respective land during the pendency of this agreement without written consent of the Developer and the Owner shall not do any acts deeds or things in course of construction whereby the Developer shall be prevented and/or disturbed from carrying out construction and completion of the said Housing Complex at the said Land in any manner whatsoever.

XVII. MARKETING AND SALES

1. The Developer shall bear and pay all the costs charges and expenses of whatsoever nature in respect of marketing, advertising and promoting the said Housing complex. The brokerage or commission for sale and transfer of the constructed areas of the said Housing complex shall also be borne and paid by the Developer.

2. It is agreed and recorded that the Owner and Developer and/or their respective intending buyers shall be liable to bear and pay works contact, GST or any other kind of other taxes or imposition or burden as may be payable and/or applicable.

3. That during the subsistence of this agreement the Developer shall let out or lease or mortgage or create any charge of the said Land or any part thereof for the purpose of construction.

XVIII. POWER AND RESTRICTIONS

1. That the Owner shall grant a Power of Attorney in favour of the Developer and/or its nominee or nominees which shall be required to act on their behalf and to do all acts, deeds or things as may be required to be done by it in terms of this agreement only for the purpose of the development and construction of the said Housing Complex at the said Land like for plan approval, signing of sale agreement and conveyance deed and all other related matters.

2. That the Owner hereby appoint the Developer to act as Promoter under the provisions of the RERA with respect to the Development of the said Housing Complex.

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15 MAY 2024

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3. That the Owner gives license and permission to the Developer to enter upon the said Land with full right and authority to commence, carry on and complete development thereof, in accordance with the permission & terms herein mentioned. The said license to develop the property will be personal to the Developer and under no circumstance the Developer will assign his title, right and interest to any other party, except with the prior written consent of the Owner. However, the Developer shall be entitled to enter into separate contracts in his own name with building contractor, architect and others third parties for carrying out the development at his own risk and costs.

4. That the Developers undertake not to cause to be done any act deed or thing which may in any way misuse, contravene any rule, law or regulation or to misuse the powers which may be conferred upon the Developers by the Owner to construct the said Housing Complex as stated herein above on the land beneath the said Land as per Agreement.

XIX. OBLIGATIONS OF DEVELOPER

1. That the Developer shall be under obligation to obtain occupancy/completion certificate immediately after completion of the construction of the said Housing Project in accordance with the Provisions of RERA Act and Rules thereof.

2. That the Owner and Developer shall frame a scheme for the management and administration of the said Housing complex to be constructed at the said Land and all intending buyers and occupiers shall abide by all the rules and regulations to be framed in connection with the management of the affairs of the said Housing complex.

3. That as and when the construction of the Housing Complex or any Phase of the construction is completed by the Developer and the same is ready for occupation, the Developer shall give written notice to all the intending buyers to occupy their respective constructed areas in the said Housing complex and within 30 (thirty) days from the date of the said notice intending buyers shall be liable for payment of entire sale consideration and their share of proportionate maintenance charges and rates and taxes and duties or any impositions payable in respect thereof.

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Sub-Registrar
Chanchal, Malda
15 MAY 2024

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4. That during the course of construction all building materials and equipment used or to be used shall remain at the Developer's risk and the Developer shall not be entitled to any compensation from the Owner for any damages, loss or destruction of such works or material or equipment arising from the any cause whatsoever. If until the completion of building any damage or harm occurs to the adjoining properties, neighbors, the Developer shall be fully responsible for all the consequences.

5. That all costs of stamping and registration of this Agreement and any other paper relating to this Agreement shall be borne by the Developer.

6. In case there is any accident at the construction site, the Developer shall be fully responsible for all the consequences of the same under the Workmen Compensation Act or any other acts in force. If the Owner is ordered to attend a court hearing or is requested or his presence is required by any other authority in this connection, Owner will empower the Developers to attend the court/authority concerned on their behalf and the Developer agrees to compensate the Owner fully in case an adverse order is passed or any compensation is ordered to be paid by the Owner by any court, judicial authority or any other competent authority.

7. It is also agreed and recorded that in case of failure and/or delay on the part of the Developer to complete the construction of the said Housing Complex within stipulated time and/or fails to handover possession of the constructed areas to the buyers with all common amenities and facilities with the time period agreed under the Agreement For Sale, then entire interest/compensation amount payable to the buyers for delay in handing over the constructed area, the Developer alone shall be liable to pay interest / compensation under RERA Act and West Bengal RERA Rules, and the Owner shall not be liable to bear and pay the same.

XX. DRAFTING OF DEEDS & DOCUMENTS

1. That all Agreements, Deeds of sale/Transfer and or other legal documents which are required to be executed and registered for sale of the constructed areas together with undivided proportionate impartible share of the land appertaining thereto shall be drafted by competent legal experts which shall maintain uniformity as far as possible in respect of the agreements, restrictions,

1001, Dist. Sub-Registrar
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stipulations, covenants, terms and condition for the use and occupation of the Flats/Apartments and other commercial constructed areas of the said Housing complex and the Owner and Developer shall from time to time execute and register all such Agreements, Deeds of Sale and other Deeds of Transfer and in favour of intending buyers and shall do all other acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the parties herein and for perfecting the powers and authorities herein expressly granted. The Final Draft of Agreement for Sale and Sale Deed/transfer deed shall be share by Developer with the Owner.

2. That the Owner and Developer shall not change alter and/or deviate the said uniform Agreement for Sale, Deeds of Sale/Transfer and/or other documents.

XXI. SPECIFIC PERFORMANCE

1. In case the Owner fails to execute the Deeds of Sale/Transfer in favour of the intending buyers in respect of the Flats/Apartments and other constructed areas of the Housing complex upon receipt of their respective revenue share from the Developer, then the Developer shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be payable by the Owner to the Developer.

2. In case the Developer fails to sign and execute Deeds of Sale / Transfer and other Deeds and documents in favour of the intending buyers then the Owner shall be entitled to file suit for specific performance and all the costs, charges and expenses on account of filing of the suit and damages shall be payable by the Developer to the Owner.

XXII. NAME OF THE HOUSING COMPLEX

It is agreed and recorded that the said Housing Complex shall be named as per the developer choice.

XXIII. JOINT DEVELOPMENT

It is agreed and recorded that this agreement will be treated as Joint Development agreement by and between the Owner and the Developer and the Developer shall have right to develop the said Land on the terms as envisaged herein.

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Addl. Dist. Sub-Registrar
Chanchal, Malda
15 MAY 2024

Hritik Agrawal

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XXIV. INDEMNITY

1. That the Owner shall keep the Developer indemnified against all liabilities of the said Land and the Developer shall keep the Owner indemnified against all kinds damages that may arise in course of construction and completion of the said Housing complex at the said Land.
2. The Developer will enforce the defects claims and demands against contractor or sub-contractor as the case may be within appropriate time and will hold proceeds of such claims.
3. It is agreed and recorded that Owner and the Developer shall mutually indemnify and keep indemnified each other against all actions suits losses, claims, damages, costs, charges, expenses that will be incurred or suffered by the Owner and Developer on account of or arising out of any breach of any of these terms or any law rules or regulations or otherwise howsoever.

XXV. DISPUTE RESOLUTION, ARBITRATION AND GOVERNING LAW

Each party shall in good faith perform this Agreement based on confidence placed by one party in the other party and relied upon by such party. All disputes and differences or the breach there of between the parties arising out of this agreement shall be resolved amicably by prompt good faith, negotiations between the parties within a period of 60 days of arisen of dispute. In default of such amicable settlement within (60) days of the commencement of discussions/negotiations, the dispute shall be referred to a mutually appointed single arbitrator, failing which Arbitrator will be appointed by Competent Court in the exclusive jurisdiction of Malda Court and venue/seat of arbitration shall be at Malda in accordance with the provisions of Arbitration and Conciliation Act 1996 together with modifications there off or the time being in force and the Arbitration Proceeding shall be conducted in English Languages. The whose decision of Arbitrator shall be final and binding on all the parties provided the dispute are not amicably settled.

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4030, Dist. Sub-Registrar
Chanchal, Malda

15 MAY 2024

Hritik
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NARAYANI ENTERPRISES



PARTNER

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XXVI. WAIVERS

No waiver by either party of any default by the other party in the performance of any particular term of this Agreement shall invalidate any other terms of this Agreement or operate as a waiver of any future default, whether like or different in character.

XXVII. NOTICES

1. All notices or communications which are required or permitted hereunder shall be in writing and shall be sufficient delivered or mailed by registered or certified mail, postage prepaid, or faxed (but then immediately confirmed by mailing of the original) at the addresses set forth in the heading of this Agreement or such other address as the appropriate Party may advise the other Party.
2. Neither this Agreement nor any rights granted hereunder may be assigned or transferred by either Party without the prior written consent of the other Party.
3. The Parties shall defend, compromise and settle all suits, proceedings and cases that may be initiated by any third party against any/all acts of the Owner and/or Developer with regard to development, construction and marketing of the said Housing Complex.

XXVIII. MODIFICATION

1. This Agreement may be modified only by a written document signed by both the parties i.e. Owner and Developer. A purported oral modification shall not be effective.
2. It hereby clarified that the rights granted by the owner to the Developer under this Agreement, to permit development and construction of the Complex/Project, shall not be construed as a delivery of possession under Section 53 A of the Property Act, 1882. The Legal possession of the said Land shall vest with the Owner and the Developer shall only be permitted to develop the said Land in terms of this Agreement.


Addl. Dist. Sub-Registrar
Chanchal, Malda
15 MAY 2024

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XXIX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all previous negotiations, agreements and commitments, if any, and shall not be changed or modified in any manner, except by instruments signed by both Parties.

XXX. SEVERABILITY

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of them shall not affect or impair the validity or enforceability of the remainder.

XXXI. SALEMENT/TRANSFER

The Agreement to which these terms and conditions relate and the rights and obligations hereunder may not be sale or transferred by either party without the prior written consent of the other party and any such attempted of sale or transfer shall be void.

XXXII. HEADINGS

Paragraph headings are for the purpose of convenience and identification only and shall not be used to interpret or construe this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO SAID LAND SCHEDULE OF THE AMALGAMATED LANDED PROPERTY ON WHICH RESIDENTIAL CUM COMMERCIAL COMPLEX SHALL BE CONSTRUCTED ON SCHEDULED LAND ALL THAT piece and parcel of vacant land measuring 109.82 DECIMAL,

LR KHATIAN	RS & LR PLOT	AREA
12694 -	2194 ✓	08 ✓ DECIMAL
12694 ✓	2196/2672 ✓	19.50 ✓ DECIMAL
15010 ✓	2196/2672	07 ✓ DECIMAL
12694	2196/2673 ✓	65.30 ✓ DECIMAL
12694	2176/2674 ✓	05 ✓ DECIMAL
40	2176/2674 ✓	05 ✓ DECIMAL

within Mouza- Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Gram Panchyat Area, Dist. Malda, West Bengal.

Aditi, Dist. Sub-Registrar
Chanchal, Malda

15 MAY 2024

Hritik Agarwal

as stated hereunder and butted and bounded as follows :

ON THE NORTH : Kundu Complex, house of Surjit Roy & Tarit Debnath Achinto & Balram Das.

ON THE SOUTH : Land of Nishant Agarwal, Bikash Das & Mukal Das.

ON THE EAST : Land of Sumen Das & Bachu Das.

ON THE WEST : 30 FT PWD Metal Road.

IN WITNESS WHEREOF THE VENDORS IN THEIR GOOD HEALTH & FULL PRESENCE OF SOUND CONSCIOUS MIND HAS PUT THEIR SIGNATURES ON THIS DEED OF DEVELOPMENT AGREEMENT TO SALE ON THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES: -

The content of this document have been gone through and understood personally by the Purchasers and the Vendors.

1) Sibam Swarnakar.
Go. Mr. Ganesh Ch. Swarnakar.
Vill+Po - Chanchal.
District - Malda.
Pin - 732123.

Hritik Agarwal
SIGNATURE OF THE VENDOR

2) Sushil Kumar Sharma
Go Mr. Mahesh Ch Sharma
Vill+Po. Bardui
Dist Malda.
Pin 732123


NARAYANI ENTERPRISES



PARTNER

SIGNATURE OF THE DEVELOPER

Drafted and explained by me to parties & printed in my office :


(AJAY KUMAR MITRUKA)
Advocate, Siliguri.
Enrolment No. WB/797/2006

Sub-Registrar
Chanchal, Malda
15 MAY 2024



Hritik Agarwala ✓

	Thumb	Fare Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Hritik Agarwala,
Signature with date



	Thumb	Fare Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Signature of Identifier

Signature of R.O.

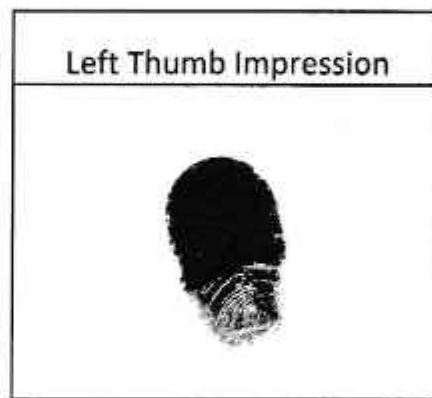
NARAYANI ENTERPRISES
Signature with date

PARTNER

Asst. Dist. Sub-Registrar
Chanchal, Mairat

15 MAY 2024

IDENTIFIER PHOTO SHEET



Sibam Swarnkar
S/o of Laxmi Chd. Swarnkar
Vill+P.O - Chachal
Dist - Malda
Pin - 732123
(Relation:- Friend)
Aasha no:- 7440-7716-4222

Sibam Swarnkar -
Signature with date

Sub-Registrar
Chanchal, Malda
15 MAY 2024



ভূমি ও ভূমি সংস্কার এবং উদ্বাস্তু ত্রান ও পুনর্বাসন দপ্তরের তথ্য
Land and Land Reforms and Refugee Relief and Rehabilitation Department info.

জেলাঃ [09]মালদা
ব্লকঃ [03]চাঞ্চল-1
মৌজাঃ [068]সিঙ্গিয়া

(Live Data As On 15/05/2024,12:02:07)

জে.এল নং 68 খানা চাঁচল

দাগ নং	শ্রেণী	জমির মোট পরিমাণ(একর)	দাগের ম্যাপ
2176/2674	বাস্তু	0.1	

খতিয়ান নং	রায়তের নাম	পিতা/স্বামী	অংশ	অংশ পরিমাণ(একর)	মন্তব্য
40 ✓	অলোক রঞ্জন সরকার ✓	কৃষ্ণ রঞ্জন সরকার	0.5000	0.0500 ✓	Nil
12694	ঋত্বিক আগরওয়ালা	কমল কৃষ্ণ আগরওয়ালা	0.5000	0.0500	Nil

Disclaimer: This Record is only for information purpose. Do not treat it as official documents. It is not an official app. The source of these data is the official portal of Land and Land Reforms and Refugee Relief and Rehabilitation Department (<https://banglarbhumi.gov.in>), which are available in public domain

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Major Information of the Deed



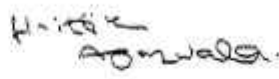
Deed No :	I-0904-06164/2024	Date of Registration	15/05/2024
Query No / Year	0904-2001180558/2024	Office where deed is registered	
Query Date	11/05/2024 5:03:46 PM	A.D.S.R. CHANCHOL, District: Malda	
Applicant Name, Address & Other Details	AJAY MITRUKA KHALPARA, Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7001380494, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 2,40,00,000/-]	
Set Forth value:		Market Value	
		Rs. 20,89,07,729/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 2,40,021/- (Article:E, E, E, B)	
Remarks			

Land Details :

District: Malda, P.S:- Chanchal, Gram Panchayat: CHANCHOL, Mouza: Singia, JI No: 68, Pin Code : 732123

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2194 (RS :-)	LR-12694	Commercial	Meda	8 Dec	1,00,14,754/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	LR-2196/2672 (RS :-)	LR-12694	Commercial	Danga	19.5 Dec	3,90,57,533/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L3	LR-2196/2672 (RS :-)	LR-15010	Commercial	Danga	7 Dec	1,40,20,654/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L4	LR-2196/2673 (RS :-)	LR-12694	Commercial	Bastu	65.3 Dec	13,07,92,862/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L5	LR-2176/2674 (RS :-)	LR-12694	Commercial	Bastu	5 Dec	75,11,063/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L6	LR-2176/2674 (RS :-)	LR-40	Commercial	Bastu	5 Dec	75,11,063/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
		TOTAL :			109.8Dec	0 /-	2089,07,729 /-
		Grand Total :			109.8Dec	0 /-	2089,07,729 /-




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr HRITIK AGARWALA (Presentant) Son of Late KAMAL KRISHNA AGARWALA Executed by: Self, Date of Execution: 25/04/2024 , Admitted by: Self, Date of Admission: 15/05/2024 ,Place : Office	 <small>15/05/2024</small>	 Captured <small>LTI 15/05/2024</small>	 <small>15/05/2024</small>
NS ROAD,CHANCHAL BAZAR,CHANCHAL, City:- Not Specified, P.O:- CHANCHAL, P.S:-Chanchal, District:-Malda, West Bengal, India, PIN:- 732123 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX9 , PAN No.:: DCxxxxxx9H, Aadhaar No: 60xxxxxxxx1230, Status :Individual, Executed by: Self, Date of Execution: 25/04/2024 , Admitted by: Self, Date of Admission: 15/05/2024 ,Place : Office				


Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	NARAYANI ENTERPRISES SHANTI WEARHOUSING 3RD MILE, SEVOKE ROAD, City:- Not Specified, P.O:- SILIGURI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 732123 Date of Incorporation:XX-XX-2XX2 , PAN No.:: AAxxxxx0Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr AJAY AGARWAL Son of Late GANGADHAR AGARWAL Date of Execution - 25/04/2024, , Admitted by: Self, Date of Admission: 15/05/2024, Place of Admission of Execution: Office	 <small>May 15 2024 12:36PM</small>	 Captured <small>LTI 15/05/2024</small>	 <small>15/05/2024</small>
SHANTI WARE HOUSE,NEAR SONA MOTOR,3RD MILE,SILIGURI, City:- Not Specified, P.O:- SILIGURI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: AGxxxxxx1A,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NARAYANI ENTERPRISES (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SIBAM SWARNKAR Son of Mr GANESH SWARNKAR DURGABARI MORE, City:- Not Specified, P.O.- CHANCHAL, P.S:-Chanchal, District:-Malda, West Bengal, India, PIN:- 732123		 Captured	
	15/05/2024	15/05/2024	15/05/2024
Identifier Of Mr HRITTIK AGARWALA, Mr AJAY AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr HRITTIK AGARWALA	NARAYANI ENTERPRISES-8 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr HRITTIK AGARWALA	NARAYANI ENTERPRISES-19.5 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr HRITTIK AGARWALA	NARAYANI ENTERPRISES-7 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Mr HRITTIK AGARWALA	NARAYANI ENTERPRISES-65.3 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	Mr HRITTIK AGARWALA	NARAYANI ENTERPRISES-5 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	Mr HRITTIK AGARWALA	NARAYANI ENTERPRISES-5 Dec

Land Details as per Land Record

District: Malda, P.S:- Chanchal, Gram Panchayat: CHANCHOL, Mouza: Singia, JI No: 68, Pin Code : 732123

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2194, LR Khatian No:- 12694	Owner:হিতিক আগরওয়াল, Gurdian:কমল কুমার আগরওয়াল, Address:চাঁচল বাজার, Classification:বেঙ্গা, Area:0.08000000 Acre,	Mr HRITTIK AGARWALA
L2	LR Plot No:- 2196/2672, LR Khatian No:- 12694	Owner:হিতিক আগরওয়াল, Gurdian:কমল কুমার আগরওয়াল, Address:চাঁচল বাজার, Classification:ভাঙ্গা, Area:0.19500000 Acre,	Mr HRITTIK AGARWALA
L3	LR Plot No:- 2196/2672, LR Khatian No:- 15010	Owner:হিতিক আগরওয়াল, Gurdian:কমল কুমার আগরওয়াল, Address:চাঁচল বাজার, Classification:ভাঙ্গা, Area:0.07000000 Acre,	Mr HRITTIK AGARWALA

L4	LR Plot No:- 2196/2673, LR Khatian No:- 12694	Owner:शक्ति अगारवाला , Gurdian:कमल कुंअगारवाला, Address:तेहल बाजार , Classification:बाड, Area:0.65300000 Acre,	Mr HRITTIK AGARWALA
L5	LR Plot No:- 2176/2674, LR Khatian No:- 12694	Owner:शक्ति अगारवाला , Gurdian:कमल कुंअगारवाला, Address:तेहल बाजार , Classification:बाड, Area:0.05000000 Acre,	Mr HRITTIK AGARWALA
L6	LR Plot No:- 2176/2674, LR Khatian No:- 40		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 090406164 / 2024

On 15-05-2024

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

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

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

Presented for registration at 11:26 hrs on 15-05-2024, at the Office of the A.D.S.R. CHANCHOL by Mr HRITTIK AGARWALA ,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 20,89,07,729/-

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

Execution is admitted on 15/05/2024 by Mr HRITTIK AGARWALA, Son of Late KAMAL KRISHNA AGARWALA, NS ROAD,CHANCHAL BAZAR,CHANCHAL, P.O: CHANCHAL, Thana: Chanchal, , Malda, WEST BENGAL, India, PIN - 732123, by caste Hindu, by Profession Business

Indetified by Mr SIBAM SWARNKAR, , Son of Mr GANESH SWARNKAR, DURGABARI MORE, P.O: CHANCHAL, Thana: Chanchal, , Malda, WEST BENGAL, India, PIN - 732123, by caste Hindu, by profession Business

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

Execution is admitted on 15-05-2024 by Mr AJAY AGARWAL, PARTNER, NARAYANI ENTERPRISES (Partnership Firm), SHANTI WEARHOUSING 3RD MILE, SEVOKE ROAD, City:- Not Specified, P.O:- SILIGURI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 732123

Indetified by Mr SIBAM SWARNKAR, , Son of Mr GANESH SWARNKAR, DURGABARI MORE, P.O: CHANCHAL, Thana: Chanchal, , Malda, WEST BENGAL, India, PIN - 732123, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,40,021.00/- (B = Rs 2,40,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 2,40,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/05/2024 6:49PM with Govt. Ref. No: 192024250045362358 on 13-05-2024, Amount Rs: 2,40,021/-, Bank: SBI EPay (SBlePay), Ref. No. 5914310005725 on 13-05-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 37979, Amount: Rs.5,000.00/-, Date of Purchase: 28/03/2024, Vendor name: Jaya Rani Das

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/05/2024 6:49PM with Govt. Ref. No: 192024250045362358 on 13-05-2024, Amount Rs: 70,021/-, Bank: SBI EPay (SBlePay), Ref. No. 5914310005725 on 13-05-2024, Head of Account 0030-02-103-003-02



Chandan Dutta
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANCHOL
Malda, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0904-2024, Page from 109309 to 109348
being No 090406164 for the year 2024.



Chandan

Digitally signed by CHANDAN DUTTA
Date: 2024.05.28 15:21:44 +05:30
Reason: Digital Signing of Deed.

(Chandan Dutta) 28/05/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANCHOL
West Bengal.