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भारतीय गैर न्यायिक

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FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL 21/8/22 22488180/22

AE 486556

*(Handwritten signature)*

Certified that the Document is admitted to registration. The endorsement sheet attached with this document are the Part of this document.

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Addl. District Sub-Registrar  
Asansol, Dist - Paschim Bardhaman

GRN - 19-202223-0099455928  
E Query - 2002488180/2022

31 AUG 2022

DEVELOPMENT & CONSTRUCTION AGREEMENT

THIS DEVELOPMENT & CONSTRUCTION AGREEMENT is made on this the 31<sup>st</sup> day of AUGUST, 2022, By & Between:-

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3.1 FIRST PARTY / LAND-OWNER :

1. SHRI MUKESH JALAN, (PAN – AGKPJ2460M);
2. SHRI BINOD KUMAR JALAN , (PAN: AOWPJ0770J); @ BINOD JALAN
3. SHRI PRAMOD KUMAR JALAN, (PAN: AUUPJ8072D); @ PRAMOD JALAN

All are sons of Late Chothmal Jalan (alias Late Chothamal jalan, alias Late Couthmal Jalan), all are by faith – Hindu, by occupation - Business, by Nationality – Indian, residing at - S.P. Mukherjee Road Bye Lane Murgasol Asansol-713303 Dist.: Paschim Burdwan; Herein after referred to and called as the "FIRST PARTY / LANDOWNERS" (which term or expression shall unless excluded or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

3.2 SECOND PARTY / DEVELOPER:

'M/S AVIGHNA INFRASTRUCTURES', (Pan: ABWFA8868P), a partnership Firm having its office at - S.P. Mukherjee Road, 1<sup>st</sup> Right by lane, Murgasol, Asansol - 713303 the said Firm being represented by one of its partner **Mr. JASWANT SINGH, (Pan No: AQEPS5892A)**, S/o Late Jarnail Singh by faith – Sikh, by occupation – Business, residing at S.P. Mukherjee Road, 1<sup>st</sup> Right by lane Murgasol, Asansol - 713303 hereinafter called and referred to as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors – in – Office, heirs, executors, legal representatives, administrators and assigns) of the **SECOND PART**.

3.3 The term "Owners" shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, administrators, executors legal representatives, nominees and assigns.

3.4 The term "Developer" shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being and their respective heirs, successors, administrators, executors legal representatives, nominees and permitted assigns.

4. **Definitions :**

The following terms and expressions shall in these presents have the respective meanings assigned to them herein below, unless the same by contrary to be repugnant to the subject or context:

4.1 **BUILDING** shall mean and include the blocks of multistoried building to be constructed by the Developer on the Premises so amalgamated in pursuance of this Development Agreement and in accordance with the sanctioned

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building plan sanctioned by the Asansol Municipal Corporation and as per the specifications mentioned in Schedule "B" hereto:

- 4.2 **COMMON EXPENSES** shall include all expenses for the management, maintenance and upkeep of the building, the Common Areas therein and the Premises and the expenses for Common Purposes of the Flat/Space Owners inclusive of the expenses mentioned in Schedule "C" hereto and shall be payable proportionately by the Flat/Space Owners periodically as maintenance charges:
- 4.3 **COMMON AREAS** shall mean and include the common portions to be made and erected for conveniently use by the Flat/Space Owners in common which are mentioned in Schedule "D" hereto:
- 4.4 **COMMON PURPOSES** shall include the purpose of managing and maintaining the Premises, the building and in particular the Common Areas rendition of services in common to the Flat/Space Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/Space exclusively and the Common Areas in common.
- 4.5 **COVERED AREA** in relation in a Flat/Space shall mean, the Ground area covered immediately above the plinth level covered by the building but does not include the space covered by:
- Garden, Rockery, Well and Well structures, Plant Nursery, Water Pool, Swimming Pool (if uncovered), Platform round a Tree, Tank, Fountain, Bench, Chabutara with open top and unenclosed on sides by walls and the like;
  - Drainage culvert, Conduit, Catch-pit, Gully-pit, chamber, Gutter and the like; and
  - Compound wall, Gate, Slide/Swing door, Canopy, and areas covered by Chajja or similar Projections and Staircases which are uncovered and open at least on three sides and also open to sky.

But Such Flat/Space shall be covered by :

- Bed Room, Study Room, Hall, Living area, Drawing, Dining room, Kitchen, Balcony, Verandah, Toilet, Bath Room, Pantry, Store Room including proportionate area of the Stair, Lift, if any and the passage and lobby of the said floor stair;
- Also are included thickness of the walls (external or internal), the columns and pillars (therein will be provided) That if any wall, column or pillar

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be common between two Flat/Space, then one-half of the area under such wall, column or pillar shall be included in each such Flat/Space.

- 4.6 **FLAT/SPACE/UNIT OWNER** shall according to the context, mean all Purchaser/s of different Flat/Space/Unit in the building and shall also include the Owners, Developer in respect of such Flat/Space which are retained and/or not alienated and/or not agreed to be alienated for the time being.
- 4.7 **PREMISES /LAND** shall mean **12(Twelve) Cottahs 01(One) Chittacks 24Sq.ft.** be the same a little more or less BASTU LAND lying and situated at Mouza – Asansol, J.L. No. 35, appertaining to **Unit I : L.R. Khatian No. 4636, R.S. Plot No: 766 corresponding to L.R. Plot No. 949 (Land measuring 7 Cottahs 4 Chittaks more or less) and Unit II : L.R. Khatian No. 4635,4637, L.R. Plot No. 951 corresponding to R.S. Plot No: 768 (Land measuring 8 Decimals i.e. 4 Cottahs 13 Chittaks, 24sqft)** under Police Station – Asansol South, within the Local Limits of Asansol Municipal Corporation ward : 19(old), Additional District Sub Registrar, Asansol, District –Paschim Burdwan, Pin – 7133303, morefully and particularly described in the Schedule "A" hereunder written.
- 4.8 **MUNICIPALITY/CORPORATION** : shall mean the Asansol Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the plan:
- 4.9 **PROPORTIONATE OR PROPORTIONATELY** shall mean the ratio between the covered area of the unit and the total constructed portion on the said Premises inclusive of the undivided share in the land comprised in the premises held by the Flat/ Space Owners:
- 4.10 **SANCTIONED BUILDING PLAN** :shall mean the new building plan to be sanctioned or any subsequently modified on exceptional or necessary reasons or "AS MADE" plan to be sanctioned by the Asansol Municipal Corporation at the cost of the Developer over the plot of lands:
- 4.11 **SUPER BUILT UP AREA** of a Flat/Space shall mean the area of a Flat/Space computed by adding an agreed fixed percentage.
- 4.12 **UNIT** shall mean the partly or wholly constructed Flat/Space in the building (which is agreed to be constructed by the Developer) and also include proportionate undivided share in Common Portions of the building and Premises whatsoever as the case may be.
5. **Owners' Allocations (as specified in Schedule 'B' below):**  
The Developer agrees to pay and allot the following Unit/s in the proposed building to the Owners as per the following specifications:

- (a) The Owners herein shall get and allot **40% (Forty) PERCENT** of the total constructed area of the proposed blocks of G+IV multi storied building to be constructed over the said land according to the sanctioned building construction plan from the concerned authority of Asansol Municipal Corporation includes all its floors, flats, shops, commercial spaces, stairs, lift, parking, together with proportionate share in the land of the Property/Property together with right to use and enjoy all Common Portions of the land and the building. Beside the above, the Developer herein shall pay security deposit of Rs.25,00,000/- (Rupees Twenty Five Lac) only unto the land owner as **REFUNDABLE** as per schedule below :

Item no. - I of Schedule B below :-

1.	At the time of execution of this agreement vide Transaction ID No: S74514181, S74504339, S74509079 of Federal Bank Asansol Branch. Dated : 18/12/2021	Rs.1,50,000/-
2.	Within 02 (Two) month from the date of execution of this instant Agreement	Rs. 23,50,000/-
TOTAL paid as REFUNDABLE security deposit :-		Rs. 25,00,000/-

- (b) That the First Party / Landowners herein shall refund the above mentioned security deposit i.e. Rs. 25,00,000/- along with an interest of Rs. 3,00,000/- (Rupees Three lakhs) only, thus total refundable amount stands to the tune of Rs. 28,00,000/- (Rupees Twenty Lakhs) only to the developer, before taking the possession of Landowner's allocation share i.e. as morefully specified in 'Item no. - II' of the Schedule 'B' below.

- (c) Be it specifically settled between the parties that the first party shall get their said 40% constructed area i.e. as morefully specified in 'Item no. - II' of the Schedule 'B' below completed in all aspect.

- (d) It is further settled By & between the parties that if the allotment of portions comes less than 40% in that case the second party shall remain bound to pay the then market value per sq.ft. to the owners for the less area or vice versa if the allotment of portions comes higher than 40 % in that case the first party shall remain bound to pay the then market value per sq. ft. to the second party for extra area.

6. Developer's Allocations (as specified in Schedule 'C' below)::

The Developer will get the entire remaining and / or balance **60% (SIXTY) PERCENT** of the constructed area of the G+IV multi storied building which includes all its floors, stairs, lift, the ultimate roof except the portion allotted for the Owners of the building together with proportionate share in the land of the Property/Premises together with right to use and enjoy all Common Portions of the land and the G+IV multi storied building.

7. **Background:**

**WHEREAS** the Bastu Land measuring 64 Decimals on R.S. Plot No.: - 766 within the Mouza - Asansol, J.L. -35, was previously owned and possessed by Abinash Chandra De S/o Late Ranaji Kanta De and accordingly the said property has been duly and correctly recorded in his name in the said finally published in R.S. Khatian No: 754 of the said Mouza.

**AND WHEREAS** aforesaid Abinash Chandra De during his life time bequeathed the said property to his two daughters i.e. SMT ARUNA DAS & SMT ARATI DAS in equal shares by executing a WILL dated 16.03.1976 & after the death of the said Abinash Chandra De, Smt. Aruna Das being the executrix of the said WILL got the same probated on 21.09.1992 being probate Case No: 363/1989 from the Ld. Court of Asst. District Judge & District Delegate at Asansol and thereby both became the absolute joint owners in possession of the said bequeathed property in equal share each as per the intention laid out in the said WILL.

**AND WHEREAS** 1). SMT ARUNA DAS & 2). SMT ARATI DE jointly sold and transferred the land measuring 07 Cottahs 04 Chittaks on R.S. Plot No: 766 under Khatain No: 754 with Asansol Mouza JL: 35 P.S. Asansol South on payment of valuable consideration to SMT. PINKY GOEL W/O Sri Ram Nivas Goel by registered deed No: I 1894 for the year 2011, at A.D.S.R. Office Asansol.

**AND WHEREAS** while owning & possessing the said property SMT. Pinky Goel got the said land recorded in her name in L.R. Record of rights being L.R. Khatian No: 3958 of the said Mouza.

**AND WHEREAS** SMT. Pinky Goel while possessing the said land sold 07 Cottahs 04 Chittaks out of her 13 decimal of land to Sri Mukesh Jalan (herein First Party / Landowner no: 1) vide Deed No: I 020503985 for the year 2016 at A.D.S.R. Office Asansol.

**AND WHEREAS** Sri Mukesh Jalan (herein Owner no: 1) after such purchase got his name recorded in the L.R. Record of rights in L.R. Khatian No: 4636 L.R. Dag No: 949 of the said Mouza.

**AND WHEREAS** the land measuring 08(Eight) Decimal comprised in C.S. Plot No. 652 corresponding to R.S. Plot No: 768 under C.S. & R.S. Khatain No: 640

with Asansol Mouza JL: 35 was previously owned and possessed by Kali Prasanna Banerjee who acquired the said land by an indenture of Registered Deed No: 2688 of 1944 and thereafter he sold the said land to SMT. Sunila Ghosh w/o Tinkari Ghosh by Deed of Sale No: 3238 of 1947.

**AND WHEREAS** aforesaid Smt. Sunila Ghosh sold and transferred the said land measuring 8 Decimals to Smt. Aruna Das w/o Sri Nani Gopal Das vide deed no: 2042 of 1963 registered at Registrar of Assurance at Kolkata and became the absolute owner thereof.

**AND WHEREAS** Smt Aruna Das and Smt Arati De have jointly sold away some portion of the property comprised in R.S. Plot No: 766 to different transferees and strip of land measuring about 7 Cottahs 4 Chittaks (approx) is being clubbed together with the C. S. Plot No. 652 corresponding to R.S. Plot No: 768 under C.S. & R.S. Khatain No: 640 with Asansol Mouza JL: 35 being amalgamated holding no: 319(53) S.P. Mukherjee Road Asansol-713303.

**AND WHEREAS** while owning and possessing the said land aforesaid Smt Aruna Das and Smt Arati De sold and transferred the land measuring 8 Decimal to Smt. Pinky Goel vide Deed No: 1904 of 2011 and delivered peaceful possession of the same.

**AND WHEREAS** Smt Pinky Goel while owning and possessing the above mentioned land sold and transferred the land measuring 8 Decimal in R.S. Plot No: 768 L.R. Plot No: 951 with one storied building 25 years old sold and transferred to SRI BINOD KUMAR JALAN (herein Owner no: 2) and SRI PRAMOD KUMAR JALAN (herein Owner No: 3) vide deed no: 020503984 for the year 2016 registered at Asansol.

**AND WHEREAS** after such purchased Owner No: 1 to 3 got the land mutated in L.R. Record of Right in their respective names and enjoying the same free from all encumbrances.

**AND WHEREAS** as per the recital as described hereinabove, the said Owners became the sole and absolute Owners in respect schedule mentioned land and recorded their names in concerned B.L. & L.R.O. against the said lands and obtained Records of Right (Parcha) in their individual name and paying the khazna (revenue) to the Government according to their respective shares.

**AND WHEREAS** the said Owners herein being desirous of developing the aforesaid Property/Premises by raising blocks of multi-storied building thereon with residential but in absence of experience and stringency of finance the present said Owners is in search of better sufficiently experience and financially capable Developer who could do the needful construction over the aforesaid Properties/Premises as desired and expected.

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**AND WHEREAS** the Developer herein being an experience and financially capable approached the said Owners herein to enter into an Agreement for Developing the aforesaid Property/Premises by constructing a blocks of multi-storied building with residential flats / commercial spaces etc.on the aforesaid Property/Premises as mentioned in the scheduled hereunder written with the object of selling such flats. However, the Developer will start constructions after obtaining the new building plan sanctioned from the authority of Asansol Municipal Corporation.

8. **Terms and Conditions** :

**NOW THESE PRESENTS WITNESSTH** and the parties hereby agree as follows :

1. That the Agreement shall deemed to have commenced on the form the date of execution of this Agreement.
2. This Agreement for Development is being made on the express understanding that the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.
3. That the Owners and Developer hereby declare that they have entered into this Agreement for Development purely as a contract/or joint venture basis, as nothing contained herein shall be deemed to constitute as partnership between them in any manner.
4. The Owners would handover vacant peaceful possession of the aforesaid Property/Premises to the Developer and entrust the absolute right and authority to work to develop the aforesaid Property/Premises in accordance with Sanctioned building Plan.
5. The Owners hereby give license and absolute possession to the Developer to enter upon the aforesaid Property/Premises with full right and authority with men and material and shall always co-operate with the developer to commence, carry on and complete development and construction thereon of the building in accordance with the Sanctioned building Plan and the particulars given in the Schedule hereto.
6. The Developer hereby agreed and undertakes to obtain all necessary and statutory sanctions and permissions for constructing a building with various Flat/Space on the aforesaid Property/Premises.
7. **HANDOVER OF DOCUMENTS** :- The First Party / Landowners shall hand over all necessary papers and documents such as Original Title Deeds, Chain Deed, Parcha, Khajna, Tax Receipt, Electricity Bill, Copy of the Voter ID Card,

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Copy of PAN Card of the Owners, etc. in respect of the aforesaid Property/Premises to the Developer within 1 week of this agreement and the Developer will acknowledge those upon issuance of receipt.

8. **COMPLETION**:- Completing the G+IV multistoried Building Complex and making the units inhabitable in all respects within **thirty six (36) months** from the date of sanction of the Building Plan by the competent Authority of A.M.C., *subject to Force Majeure* and reasons beyond the control of the Developer (hereafter the "Completion Date") & after receiving all the necessary sanctions from all the competent authority like: ADDA, Fire, Forest, AMC, W.B. RERA, etc. which are Necessary to the construction of the new building. It is to be noted that the time shall/may be extended for **Force Majeure** described later on. However the Developer shall be allowed additional grace period of **06 (Six) months** after completion of the above mentioned period for completion of the building for applying for the Occupancy Certificate to the competent Authority subject to Force Majeure.

9. **POSSESSION** :- Immediately within 02 (two) days after executing this Agreement, the Owners shall hand over exclusive possession of the Said Property to the Developer (hereafter called the "Possession Date") and allow unhindered entry and or access to the Said Property to the men, servants and agents of the Developer there at, first for the purpose of measurement, soil testing and such other necessities connected with the Project, and thereafter for actually executing the Project.

The Owners hereby gives permission to the Developer to enter upon any agreement or contract for the purpose of development and construction of the Building. The Developer may obtain finance for the Project from any bank or financial institution and necessary documents in that regard shall be signed and executed by the Owner subject to however that under no circumstances the Owner shall create any charge, mortgage or any other lien in respect of the Owners Allocation.

10. The Owners shall however on request to the Developer sign and execute the applications plans and any other documents necessary in relation to the said development and construction and the costs and expenses thereof would be borne by the Developer.

11. The Developer shall be entitled to make advertisements, hung up advertisement boards upon the aforesaid Property/Premises and do such other things as may be required for the purpose of sale of Flat/Space in the Building without in any way prejudicing the interests of the Owners.

12. The Developer shall pay and discharge all taxes, rates and other levies on or in relation to the aforesaid Property/Premises and payable by the Owners from the date of execution of this Agreement for Development.
13. The Owners authorizing the Developer to exercise all the rights, powers, privileges and benefits of the Owners have, enjoy and possess over the aforesaid Property/Premises and the Developer shall not require and/or to obtain any further permission to exercise those rights, powers, privileges and benefits from the Owners.
14. That in case of death of any of the parties herein, the heirs and/or successors shall be bound by this Agreement for Development and continued with the terms and covenants of this Agreement for Development in place and stead of the deceased party/s.
15. The Owners agree to execute the necessary Power of Attorney in favour of the Developer, authorizing it to represent before any authority and to do all such acts and things that are necessary for development of the aforesaid Property/Premises and for the execution of this Agreement for Development and to obtain advance booking and/or entire consideration and registration of Deed of Conveyance in respect of prospective buyers for any Flat/ Space lying and situate in the Developer Allocation in the Building.
16. The Developer shall be at liberty to sell or allot Flat/Space lying and situate in the Developer Allocation in the Building over the aforesaid Property/Premises and to enter into agreements with the prospective Purchasers on such terms and conditions as the Developer might think fit and proper without affecting any right or interest of the Owners and for that no further consent is to be required from the Owners.
17. The Owners agrees to execute and register Deed of Conveyance or join as Vendor in the execution thereof in favour of the prospective Purchasers of Flat/Space lying and situate in the Developer Allocation in the Building over the aforesaid Property/Premises. The Owners shall have no right to claim any amount to execute and register Deed of Conveyance in respect of Flat/Space lying and situate in the Developer's Allocation in the Building over the aforesaid Property/Premises save and except the Owner's Allocation as state herein above.
18. The Stamp Duty and Registration Charges and all other charge in connection to execute and register Deed of Conveyance will be paid and borne by the intending Purchaser/s in respect thereof. The purchaser/s shall arrange for payment of Stamp Duty and Registration Charges and all other charges including the Advocate Fees in connection therewith. For the said purpose,

the Developer shall have the exclusive authority to appoint Advocate who conduct the said agreement/s and/or conveyance/s, none other/s can be authorized.

19. That in the event the Owners without any valid and/or cogent reason decline or refuse to execute or register the Deed of Conveyance in favour of the prospective Purchasers of Flat/Space lying and situate in the Developer Allocation in the Building over the aforesaid Property/Premises, the developers covenant herein to get the execution and registration done through appropriate Court of Law.
20. Thus the terms and conditions of this Agreement for Development may be amended or modified or altered by mutual consent in writing by the parties hereto.
21. That save and except what are provided herein, the rights, interests and liabilities shall be governed by the law from time to time in force.
22. That the Developer herein shall be entitled and empowered by the LandOwners herein that the Developer can amalgamate the schedule below property with the adjacent landOwners of the adjacent properties for development purpose. On that aspect, the Vendor/Owners herein always execute, sign, all such deeds, documents, application, affidavit, declaration, etc. and also co-operate with the Developer herein all times without any delay and/or question.
23. On execution of this agreement for development, the Owners shall hand over the vacant and peaceful possession of the said property to the Developer and Developer shall thereafter be authorised to commence construction of buildings on the said land in accordance with the plans approved and/or sanctioned by the Asansol Municipal Corporations and take such steps as may be necessary or expedient and incidental to carry out the development of the said land at their own costs, expenses. For the said purpose, the Developer shall be entitled to appoint Architects, Engineers, Surveyors, Contractors, Agents and other personnel and shall be entitled to take all such steps as may be necessary or incidental for such development and construction work at their own costs and expenses.
24. Immediately on the execution of these presents, the Owners herein shall execute a Development Power of Attorney in favour of the Developer or their Nominee(s) as may be desired by the Developer for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the development to be submitted by the Developer on behalf of the Owners to the

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Competent Authority, Urban Land Ceiling, Asansol Municipal Corporation, ADDA or any other Government or Semi-Government authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developer on behalf of the Owners. The Owners hereby agree that the said Power of Attorney shall not be, under any circumstances, revoked by the Owners as long as these presents subsist and remain binding upon the parties hereto. If the said Power of Attorney is revoked by the Owners and delay is caused in developing the property hereby agreed to be developed the consequences arising thereof shall be at the costs of the Owners alone.

25. It is agreed and undertaken by the Developer that they shall at their own costs and expenses persuade the matter with ADDA, Asanol Municipal Corporation or any other Govt or semi Govt Authority, Electric Supply Agency for the purpose of removing the reservation/restriction, if any and for the purpose of allotting the plots under the Scheme, etc. and under no circumstances, the Developer shall call upon the Owners to pay the costs of such actions.
26. The Owners shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, authorities and other writings as may be necessary or required to enable the Developer for development of the said plot and to obtain approval of the Asansol Municipal Corporation and Planning Authority to the Plans, designs and drawings for putting up building and structures and shall on the execution thereon execute a Power of Attorney in favour of the Developer or their Nominee/s to enable them to develop the said property.
27. The Developer shall not commence any work of development on the said property, unless the no objection and commencement certificate is issued by the State Government/Municipality in favour of the Owners.
28. That on and from the date of the Developer notifying the said blocks of buildings having been made ready for the occupation, the Owners and/or intending Purchaser/s shall make the payments and others to Developer the amount/s for the services, maintenance, installations, sinking fund and others and/or given to the Developer. The Developer shall deposit the said Sinking Fund with the Maintenance Company formed solely by the Developer upon its discretion at and after the deduction of the dues and outstanding of the Owners and/or different Purchaser/s as the case may be. The Owners and Purchaser/s hereby agree that the apportionment of such maintenance costs, charges and expenses as also the rates, taxes and outgoings shall be made by the Developer on the basis of the respective areas of the Unit/s, Residential/s, Office/s etc. in the said project and the same shall be made by the Developer on the basis of the respective areas of several Unit/s,

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Residential/s, Office/s etc. in the said project and the same shall be conclusive, final and binding. The said Maintenance Company shall be having a memorandum of agreement with the Developer for the performances of the works and affairs relating to the maintenance and others at and under the said project as and when the completion of the said development hereof shall take place.

29. Holding Organization and/or Maintenance Company shall mean and refer to any company, Association, Society to be constituted and formed for the purpose of maintenance and looking after new blocks of buildings after disposal of all saleable unit and areas and delivery of possession and execution of sale deed of all saleable units in the new building in favour of the respective purchasers/occupiers of the Developer's allocation as defined hereinabove. Such Holding Organisation and/or Maintenance Company shall be formed by the Developer exclusively and the same shall be functioned till the Developer thinks fit and proper.
30. That for any act, actions, activities, declarations, oaths, disputes on the part of the Owners if the said proposed project cannot be materialized by the Developer which is not for its acts, actions, activities, declarations, oaths, disputes, on that event the Owners bind themselves for demurrage charges as assessed by the Developer **plus** expenses for measurement of the entire plot of land, posting security, cost of construction of boundary walls of the entire building, expenses for conversion of land, expenses for plan sanction, Municipal affair expenses, legal expenses, documents, transport charges and so many other and/or various charges incurred by the developer for the purpose of development of the said property **plus** entire construction cost which will be assessed by the Developer for the building so constructed over the said property upto and/or till that period.
31. That the developer hereby authorize by the Owners herein and also empowered and got every right to assign the said job of construction work over the said property to any third party suitable to it and on that event, the Owners shall not raise any objection to that effect and agree with the Developer herein for causing such assignment.

9. Covenants of the Owners:

The Owners hereby covenant that:

- a) They have declared and confirmed that they are the only and absolute and sole Owners of the aforesaid Property/Premises exclusively belonged and in possession of themselves.

- b) They have good right, title and interest and full power absolute authority to execute this Agreement for Development with the Developer and the aforesaid Property/Premises is free from all encumbrances, liabilities etc, whatsoever.
- c) They hereby declares and confirms that the measurement of the aforesaid Property/Premises is in accordance with the Schedule hereto and is free from all encumbrances, attachment and liens whatsoever and there is no pending acquisition or requisition proceeding in respect thereof:
- d) They shall keep the Developer well and sufficiently save, harmless and indemnified from and against all manner of former encumbrances, liabilities, defect in right, title, interest, etc. whatsoever in respect of the aforesaid Property/Premises.
- e) The representation and covenants as mentioned hereinabove as well as Schedule all true and correct.
- f) Till date no legal proceeding or any other proceedings had been instituted or still pending in any Court of Law or in any where in relation to the title and possession concerning the said land.
- g) No dispute or difference exists between the various Owners of the said land and any other person concerning to or relating to the said land in any way whatsoever.
- h) Apart from the Owners herein none else have any right title interest or claim of whatsoever nature in the said land.
- i) No Notice or any proceeding is pending under the Public Demand Recovery Act and/or any other law for the time being in force in respect of the said land.
- j) No Agreement for Sale, Memorandum of Understanding or Mortgage or security or charges exists in respect of the said land or any part or portion thereof.
- k) The said land or any part or portion is not the subject matter of any requisition or acquisition proceedings of the land Acquisition Collector or Government or any other Public Authority or any other law for the time being in force or otherwise, nor the land Owners of the said land or their predecessor-in- interest receive such notices.
- l) The said land is free from all encumbrances charges liens and mortgage lispences Trust of whatsoever nature. That no mortgage or security is created against the said land at any financial institution/banks and the said land is free from all encumbrances.

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- m) No Income Tax Recovery Proceedings or any other Recovery proceedings are pending against the Owners or their predecessors in interest.
- n) The Owners herein has clear marketable title of the said land free from all encumbrances charges liens and lispences.
- o) All the Owners are in peaceful possession of the said land.
- p) There is no bar or hindrance of the Developer to amalgamate the said lands in One holding nor there is any restriction under any State Law or by any notification to have the building plan sanctioned from the Asansol Municipal Corporation for proposed construction.
- q) The Owners duly completed the mutation in their name, paid the arrear taxes and recorded his name with Asansol Municipal Corporation as well as concerned Block Land and Land Reforms Officer.
- r) Shall at the costs and requests of the Developer, do execute all necessary documents as be reasonably required for construction of Building and to develop the aforesaid Property/Premises as per this Agreement for Development.
- s) Has not agreed, committed or entered into any Agreement for Sale, lease, sub lease, Mortgage, induct tenant or any other documents in respect of the Schedule mentioned aforesaid Property/Premises or any part thereof with any person or persons other than this Developer herein and they have not created any mortgage charges or any other encumbrances to any Bank or any Financial Institutions of the Schedule mentioned Property/Premises.
- t) Shall not do any act deed or thing whatsoever so that the Developer may be prevented from selling assigning or disposing of any part of the Developer Allocation of the proposed building or any work of construction.
- u) Shall always co-operate with the Developer and to sign and execute all necessary papers or documents necessary to transfer of the Developer Allocation hereby agreed:
- v) Shall immediately on the execution of these presents, the Vendor herein execute a Power of Attorney in favour of the Developer or its Nominee(s) as may be desired by the Developer for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the development to be submitted by the Developer on behalf of the Owners to the Competent Authority, Asansol Municipal Corporation, Town Planning Authority or any other Government or Semi-Government authority in

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connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developer on behalf of the Owners.

- w) Shall not cancel and/or rescind this Agreement for Development and the Power of Attorney in any circumstances unless and until there will be clear discussion by and between the parties herein.
- x) Declare that there is no legal Bar or impediment to develop and to deal with the aforesaid Property/Premises.
- y) Shall pay common expenses along with other Flat/ Space Owners/s for their Unit proportionately to the Developer for common portions and common purposes till formation of the maintenance agency.
- z) Shall make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from reasonable doubts and all encumbrances and shall at his own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, hereditaments, possession.
- aa) Shall not in any way obstruct the development work to be carried out by the Developer and shall not do any act, matter or thing whereby the Developer will be prevented from carrying out the Development work envisaged under this Agreement.
- bb) All buildings to be constructed on the lands comprised under this Agreement and the dwelling units thereon will be in accordance with the Scheme sanctioned by the Competent Authority or State Government under the provisions of prevailing Act and will be dealt with in accordance with the directions, if any, given by the Competent Authority or State Government while sanctioning the said scheme. If the Developer desire any variations in the said scheme, so as to provide dwelling units of larger sizes in the building to be constructed on the said land and/or to receive higher price for such dwelling units the Developer, shall be at liberty to make necessary application for the purpose to the authorities concerned at their own costs and the Vendor shall join the Developer in the said applications.
- cc) That with the execution of these presents the Developer herein is handed over with the actual physical possession for its better demarcation and prospect, use, occupation, possession, management, preservation and enjoyment thereof. That the Developer herein after execution of this

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agreement, shall fix security / guard for the said property and also can erect security/guard room over the said property.

dd) That if the title of the Owners found defective in future or the land property shall be acquired by the Government and/or any Public Body, the Owners herein further undertake to demurrage charges as assessed by the developer plus expenses for measurement of the entire plot of land, posting security, cost of construction of boundary walls of the entire building, expenses for conversion of land, expenses for plan sanction, legal expenses, documents, transport charges and so many other and/or various charges incurred by the developer for the purpose of development of the said property plus entire construction cost which will be assessed by the Developer for the building so constructed over the said property upto and/or till that period.

ee) The Owners herein further undertake that the compensation for the acquisition so made by the Government and/or any Public Body from the Government and/or any Public Body may either be received by the Owners herein or their nominee/s at the option of the Developer herein and/or its nominee solely and exclusively and for the same the Owners herein shall be duty bound for all times to come to authorize the Developer herein and/or its nominee and for the same in law as deemed necessary. Such compensation shall be first adjusted towards the refund of the advance alongwith other expenses, costs, charges etc. incurred by the Developer together with the aforesaid interest unto and in favour of the Developer herein and/or its nominee/s and thereafter shall be appropriated and/or kept for the Owners herein as the case may be.

ff) The Developer shall retain further construction rights over the ultimate roof of the Building however, the ultimate roof of the Building at any given point of time shall be common for all the owners/occupiers of the Units of the Building at that point of time. If further construction over the roof of the building shall be carried out by the developer and the owner herein shall get a proportionate share from the said constructed area i.e. 40 % and expenses for getting further floor sanctioned i.e. sanction fees, penalty if any and misc expenses for the same will be shared equally between the owners and Developer herein. And the Owners also agree to pay 15 percent of the construction cost to the Developer herein for the said further construction.

gg) That the G+IV multistoried building/Project shall be consisting of various commercial shop rooms, residential units & garages as mutually decided & settled by & between the Parties.

**10. DISPUTE RESOLUTION.** In case of any dispute with respect to the interpretation of this agreement or on the rights and duties of the parties in

terms of this agreement or any issue touching this agreement, the parties shall first attempt to resolve by conciliation. Such conciliation shall be attempted by each of the parties nominating a representative and them jointly working out conciliation between the parties. In case such conciliation fails to take place within 30 days then in that event the matter shall be referred to an arbitration of a Sole Arbitrator to be mutually appointed by both the parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the seat of the arbitration shall be at Calcutta.

**11. TERMINATION:** In case of termination of this agreement by the Owner, the Developer shall be entitled to the expenses and interest already made him in the execution of the project and in addition to the same 50% of the profit of the unsold area to be calculated at the prevalent market rate. However, in case the Developer terminates the agreement, then it shall not be entitled to claim any other sum except re-imbusement of actual expenses including interest. If the Owner decide to hand over the entire project to developer in that case the Owner shall be entitled to the expenses and interest already made them in the execution of the project and in addition to the same 50% of the profit of the unsold area to be calculated at the prevalent market rate.

**12. INDEMNITY :**

The Owners shall defend, indemnify and hold harmless the Developer from and against any claim, liability, demand, loss, expenses, damages, judgment or other obligation or right of action which may arise as a result of breach of this agreement by the Owners, misrepresentation by the Owner to the Developer of any of the representations contained herein, anything done or omitted to be done through the negligence contained herein, anything done or omitted to be done through the negligence or misconduct of the Owners or his representatives, employees or agents, action initiated/taken by statutory authorities with respect to the schedule property as a result of which the Developer's possession, work of construction and use of the schedule property is threatened/affected/hampere. The Owners shall also indemnify the Developer against any charges, encumbrances or other liabilities in respect of the Schedule property or pending litigation or acquisition proceeding against the schedule property which may arise in future.

**13. FORCE MAJEURE**

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the context that the performance of the relative obligation is prevented by the existence of a force majeure.

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2. Force Majeure shall mean flood, earthquake, riot, war storm, civil commotion, strikes or from other acts beyond the control of the parties hereto.
3. Force Majeure shall include local affairs, AMC, or any other Govt. Office or officers and also West Bengal Municipal Act and/or Government Act if published after execution of this Agreement and in this regard the construction is held up, then the time of this agreement will be extended automatically.

#### 14. JURISDICTION

Only Courts in the competent jurisdiction in the District of Paschim Burdwan shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties.

#### SCHEDULE "A" ABOVE REFERRED TO

Description of the entire property on or over which construction is to be made)

ALL THAT the piece and parcel of lands now treated as "BASTU" in total measuring about **12 (Twelve) kathas 01 (One) Chittacks 24 Sq.ft.** be the same a little more or less 'BASTU' class of LAND lying and situated within the Local Limits of Asansol Municipal Corporation ward : 19 (old), Additional District Sub Registrar Office - Asansol, District - Paschim Bardhaman, Pin - 7133303, Mouza - Asansol, J.L. No. 35, the particulars of which are as follows :-

- a. Being L.R. Khatian No. 4636, R.S. Plot No: 766 corresponding to L.R. Plot No. 949 (Land measuring 7 Cottahs 4 Chittaks more or less).
- b. Being L.R. Khatian No. 4635, 4637, L.R. Plot No. 951 corresponding to R.S. Plot No: 768 (Land measuring 8 Decimals i.e. 4 Cottahs 13 Chittaks, 24sqft).

#### THE ENTIRE PROPERTY IS BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTH	:	Road. S.P. Mukherjee 15 feet by Land
ON THE SOUTH	:	Land of others.
ON THE EAST	:	Land of others.
ON THE WEST	:	Land of others.

STRUCTURE - 100 sq. ft. Tile shed.

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-: SCHEDULE - "B" ABOVE REFERRED TO :-

(Land Owner's Allocation)

THE Land Owners will get as refundable security deposit for the proposed G+IV multi storied building Project a total amount of **Rs.25,00,000/-**(Rupees Twenty Five Lakhs) only from the Developer as per schedule hereunder as :-

Item no. - I :-

At the time of execution of this instant development agreement **Rs.1,50,000/- (Rupees One Lakhs Fifty thousand)** vide Transaction ID No: S74514181, S74504339, S74509079 of Federal Bank Asansol Branch. Dated : 18/12/2021

The remaining amount of **Rs.23,50,000/- (Rupees Twenty three Lakhs Fifty thousand)** only shall be paid within 02 (Two) month from the date of execution of this instant Agreement .

Item no. - II :- Beside the above, the aforesaid the LAND OWNERS shall get :

(a) The Entire First Floor within the proposed G+IV multi storied building.

(b) One number of self-contained unfurnished residential Flat being no.- 'C' on the 2<sup>nd</sup> Floor, within the proposed G+IV multi storied building.

(c) Two numbers of separate self-contained unfurnished residential Flat being no.- 'A' & 'E' on the 4<sup>th</sup> Floor, within the proposed G+IV multi storied building.

(d) 03 (Three) numbers of separate four (04) wheeler parking spaces in the Ground Floor being nos.-10,11& 12 and 02(Two) numbers of four (04) wheeler parking spaces in the open area(open to sky being no: 3 and 4 (within the said proposed G+IV multi storied building).

(e) If commercial space is sanctioned by the Competent Authority of Asansol Municipal Corporation on the Ground Floor of the proposed block/s of G+IV multi storied building, then the First Party / Landowners, herein named above, shall get **40% (Forty) PERCENT** of the total constructed area on the Ground Floor in the manner of one number of Room measuring superbuilt up area about 426sq. ft. on the North side tentatively numbered as "Commercial Area - A in the proposed building plan" on the Ground Floor, beside Staircase.

Proposed building plan attached.

**SCHEDULE - "C" ABOVE REFERRED TO :-**  
**(DEVELOPER'S Allocation Property)**

All that land mentioned in the above 'A' schedule and super built up area including the covered area on each floor of the proposed building along with undivided proportionate shares of land (in short entire remaining constructed area and open parking space except Landowner's Allocation) , including, but not restricted to the right of passage, drainage, garages, parking spaces, shops, offices, godown, common area & facilities, ultimate roof of the building, etc. under the proposed G+IV multi storied building as per Asansol Municipal Corporation's Sanctioned Building Plan, **except the Landowner's Allocation** as provided to the aforesaid First Party / Land owner, more fully specified in Schedule - B above, together with the right of passage.

**SCHEDULE "D"**  
**(Specification of Construction)**

The Construction to be made and equipment fittings and fixtures to be installed and provided in proposed building shall of standard quality and shall confirmed to relevant India Standards of specification and according to the plans and specifications of the Architect and shall include the follows:

1. **FOUNDATION** : The foundation has been designed as reinforced cement concrete foundation, the details of which shall be finalized by the architect based on computerized load designing programmed, and as per relevant Indian Standard stipulation.
2. **SUPERSTRUCTURES**: The superstructure of the building has been designed as reinforced cement concrete framed structure with R.C.C. columns, beams and slabs based on computerized programmed and as per relevant Indian Standard stipulation.
3. **WALLS**: The external walls of the building shall be 200mm thick brick wall for outside and flat partition walls shall be 125mm and 75mm both to be bounded with proper cement mortar.
4. **FINISHES**: All internal surfaces shall be plastered with cement sand mortar and finished with Plaster of Paris/Putty. All external walls shall be plastered with cement sand mortar and shall be painted.
5. **FLOOR & SKIRTING**: All marbles/tiles flooring and skirting inside the rooms, Hall, Living Room, Drawing Room, Dining Room, kitchen, of the flat including verandahs, staircase etc. The skirting of four inches dado shall have marbles of standard make. Toilet Floor will be with Antiskid Tiles and inside wall of toilets up to

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6' from floor level and shall have ceramic tiles of standard make. Kitchen counter shall be of black stone slab including SS Sink and shall have dado of 2' above the counters with ceramic tiles including the sink area.

6. **DOORS** : All door frames shall be mad of SAL wood and shutters shall be made of wood thick hot pressed panel bounded flush door types including Main Door and all Toilet Door will be PVC Flash Door with frame including Standard fittings with Hash & Tower Bolt.

7. **Windows** will be provided aluminum Paneled (two or three tracks) with Smoke Grey Glass and M.S. flat Grill. Toilet Window will be MS Grill with Glass.

8. **SANITARY & TOILET FITTINGS**: There shall be with 4 nos. water delivery points including showers and Western Type Water closet of standard make will be used. All pipe lines shall be made of UPVC pipes with standard fittings. One Standard Basin with one (1nos) water delivery point will be provided.

9. **KITCHEN FITTINGS/FIXTURES**: The kitchen shall have works counter Black Stone with slab top, SS sink, and one separate water arrangement for washing purposes on Sink Area.

10. **ELECTRICALS**: The electrical system shall consist of concealed with copper wiring with standard make cables. 16 (sixteen) electric points/switch including one main switch, one Isolator, one 16 amp. Power Point etc. will be provided in each flat but on request of purchasers more points against extra charges shall be provided.

11. **WATER SUPPLY**: There shall be deep tube-well, one overhead reservoir with Submersible pump as per the rule of the land.

12. **PLUMBING AND SANITATION**: Septic tank, sewerage line, open/covered rain and waste water drainage system shall be as per Indian standard specifications.

13. Apart from the aforesaid agreed specification if Owners/s or Landlords want to changes or amend or added any specifications which should not disturbing the outside elevation of the Building or apart from Sanctioned Plan, that should be chargeable basis and the charges should be paid before the work or adjusted from the Agreed Consideration.

**SCHEDULE "E"**  
**(Common Expenses)**

1. All costs of maintenance, operating replacing white washing painting, decorating, re-decoration re-building, lightening the common portions in the building including the outer walls.
2. The salary of all pensions employed for managing the common purposes including security personnel, sweepers, plumbers, electricians etc.
3. All charges and deposits for supplies of common utilities to co-Owners in common area.
4. Municipal tax, water tax and levies in respect of the Premises/Property and the building save those separately assessed.
5. Cost of formation and operation of the maintenance agency.
6. Cost of running, maintenance, repair and replacement of pump and other common portions and common areas including their license fees, taxes, and other levies if any.
7. Electricity charges for the electrical energy consumed for the operation of the common utilities to co-Owners in common area.
8. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
9. All other expenses, taxes, rates and other levies etc. as per deemed by the Developer to necessary or incidental or liable to be paid by the co-Owners is common including such accounts as the fixed for creating a fund for replacement, renovation, painting and/or repairing for the common portions.

**SCHEDULE "F"**  
**(Common Areas)**

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*(Adv)*
1. Common paths, passages, drive ways and main entrance to the premises of the new building.
  2. Darwan's quarter (if any).
  3. Community Hall (if any).
  4. Common toilets (if any).
  5. Boundary walls and main gate.
  6. Drainage and sewerage and all pipes and other installations for the same.
  7. Stair case, stair case landings and/or mid buildings on all floors of the new building.
  8. Lobbies of each floor of the new building including common portion of the roof.

9. Water pump, water pump room, water reservoir, water tank and all common plumbing installations (save only those as are exclusively with and for use of any unit) in respect of the new building.
10. Lift, Lift well, Lift room.

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IN WITNESS WHEREOF the Parties have executed these presents before the A.D.S.R., Asansol on date, month and year mentioned in the outset.

WITNESSES:-

1. Rajkamal Gupta  
S/o Jawahar Lal Gupta  
S.P. Mukherjee Rd  
2nd By lane, Musgaol-  
713303

Mukesh Jalan

Bhramar Kumar Jalan @ Bhramar Jalan

Bhramar Kumar Jalan

Signature of the first Party / Land Owner

2. Sanjay Jalan  
Bhramar Kumar Jalan  
Asansol

ANTENNA INFRASTRUCTURES

Jaswant Singh

Signature of the Developer

Drafted & Prepared by me as per Instruction, directions & documents provided by both the parties and explained the contents to both the Parties in Vernacular (Hindi & English) and Printed in my office.

M. M. Mukherjee

(Advocate)

PASCHIM BARDHAMAN DISTRICT JUDGE'S COURT AT ASANSOL

Enrolment No.- WB/549/2011.



**MEMO OF CONSIDERATION**

RECEIVED sum of Rs. 1, 50,000.00 (Rupees One lakh Fifty Thousand Only) as refundable security Deposit as per memo below:-

Date	Transaction ID	Bank	Amount
18/12/2021	S74514181,	Federal Bank	Rs 50000.00
18/12/2021	S74504339,	Federal Bank	Rs 50000.00
18/12/2021	S74509079	Federal Bank	Rs 50000.00
		Total	Rs 150000.00

Rs. 1,50,000.00 (Rupees One lakh Fifty Thousand Only)

**WITNESSES :**

- Rajkamal gupte  
8/0 Jawahar Lal Gupte  
S.P. Mukherjee Rd.
- Asansol - 713303  
Sanjay Jalan  
Pranod Kumar Jalan  
Asansol

17/12/2021  
Pranod Kumar Jalan @ Banaraj Jalan

SIGNATURE OF THE OWNER



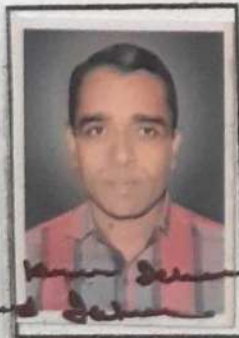
*Asif Javed*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



*Muhammad Javed*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



*Amir Khan Javed*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

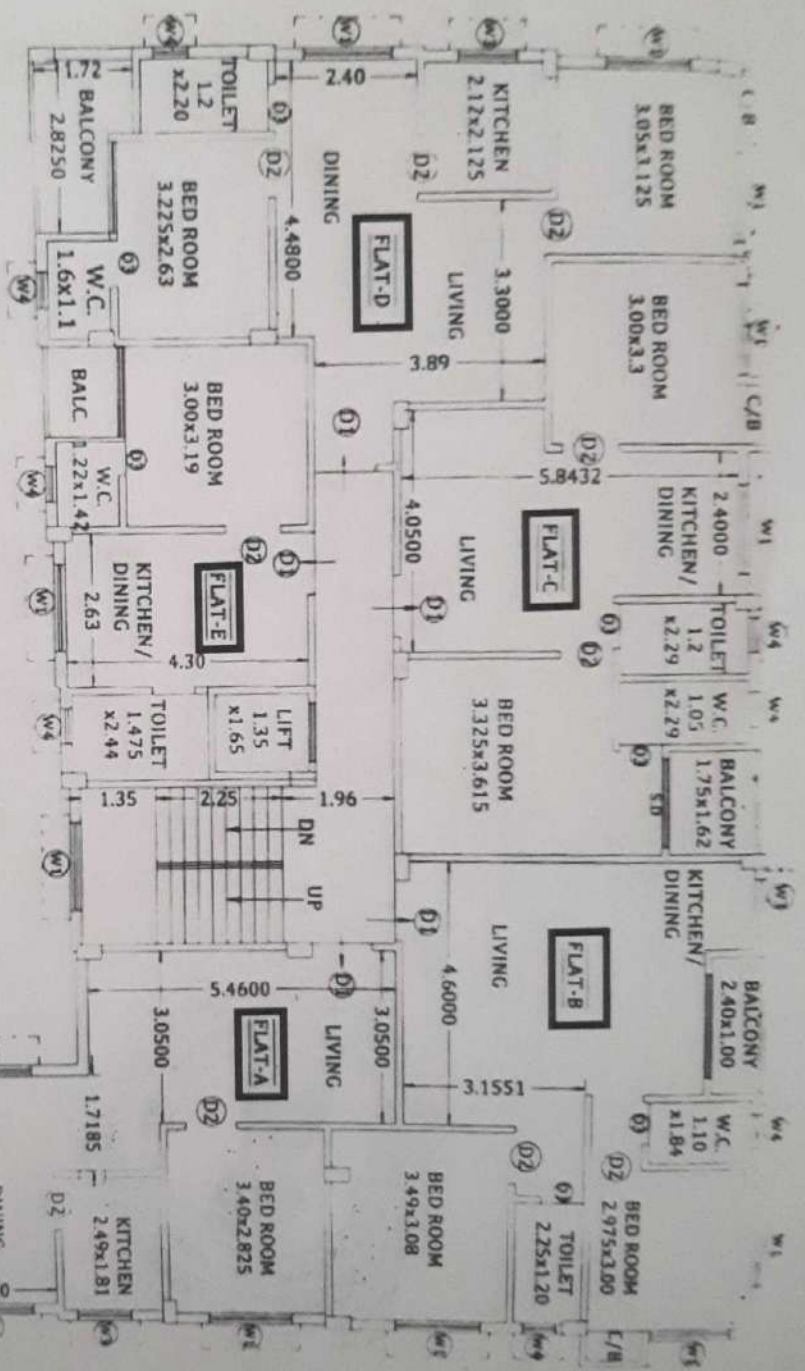


*Amir Khan Javed*

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LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



### TYPICAL (1ST, 2ND, 3RD, 4TH) FLOOR PLAN



PROPOSED PLAN OF G+IV BUILDING LYING AND LOCATED AT:

- a. L.R. Khatian No. 4636, R.S. Plot No: 766 corresponding to L.R. Plot No. 949 (Land measuring 7 Cottahs 4 Chittaks more or less).
- b. Being L.R. Khatian No. 4635, 4637, L.R. Plot No. 961 corresponding to R.S. Plot No: 768 (Land measuring 8 Decimals i.e. 4 Cottahs 13 Chittaks. 24sqft)



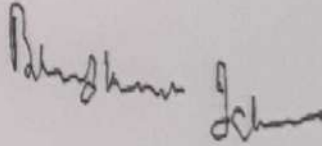
*Signature*  
**AVIGNA INFRASTRUCTURES**  
*Signature*  
**SIGN OF DEVELOPER**

Lord Details :



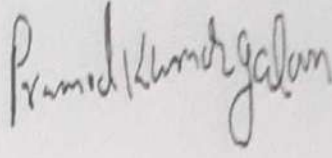
Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
<b>Mr MUKESH JALAN</b> Son of Late CHOTHMAL JALAN ALIAS CHOTHAMAL JALAN ALIAS COUTHMAL JALAN Executed by: Self, Date of Execution: 31/08/2022 , Admitted by: Self, Date of Admission: 31/08/2022 ,Place : Office			
	31/08/2022	LTI 31/08/2022	31/08/2022

SP MUKHERJEE RD BYE LANE, Block/Sector: MURGASOLE, City:- Asansol, P.O:- ASANSOL, P.S:-  
 Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Sex: Male, By Caste:  
 Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx0M,Aadhaar No Not Provided by  
 UIDAI, Status :Individual, Executed by: Self, Date of Execution: 31/08/2022  
 , Admitted by: Self, Date of Admission: 31/08/2022 ,Place : Office

2	Name	Photo	Finger Print	Signature
	<b>Mr BINOD KUMAR JALAN,</b> <b>(Alias: Mr BINOD JALAN)</b> <b>(Presentant )</b> Son of Late CHOTHMAL JALAN ALIAS COUTHMAL JALAN ALIAS CHOTHAMAL JALAN Executed by: Self, Date of Execution: 31/08/2022 , Admitted by: Self, Date of Admission: 31/08/2022 ,Place : Office			
		31/08/2022	LTI 31/08/2022	31/08/2022

SP MUKHERJEE RD BYE LANE, Block/Sector: MURGASOLE, City:- Asansol, P.O:- ASANSOL, P.S:-  
 Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Sex: Male, By Caste:  
 Hindu, Occupation: Business, Citizen of: India, PAN No.:: AOxxxxxx0J,Aadhaar No Not Provided by  
 UIDAI, Status :Individual, Executed by: Self, Date of Execution: 31/08/2022  
 , Admitted by: Self, Date of Admission: 31/08/2022 ,Place : Office



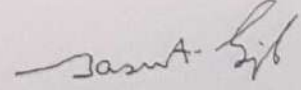
Name	Photo	Finger Print	Signature
<b>PRAMOD KUMAR</b> (Alias: Mr <b>PRAMOD JALAN</b> ) Late CHOTHMAL AN ALIAS CHOTHMAL AN ALIAS COUTHMAL ALAN Executed by: Self, Date of Execution: 31/08/2022 Admitted by: Self, Date of Admission: 31/08/2022 ,Place : Office			
31/08/2022	LTI 31/08/2022	31/08/2022	

SP MUKHERJEE RD BYE LANE, Block/Sector: MURGASOLE, City:- Asansol, P.O:- ASANSOL, P.S:- Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AUxxxxxx2D,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 31/08/2022 , Admitted by: Self, Date of Admission: 31/08/2022 ,Place : Office



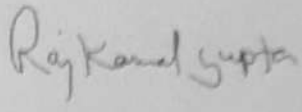
**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>AVIGHNA INFRASTRUCTURES</b> SP MUKHERJEE RD, Block/Sector: 1ST RIGHT BYE LANE, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 , PAN No.:: ABxxxxxx8P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr JASWANT SINGH</b> Son of Late JARNAIL SINGH Date of Execution - 31/08/2022, , Admitted by: Self, Date of Admission: 31/08/2022, Place of Admission of Execution: Office			
	Aug 31 2022 1:37PM	LTI 31/08/2022	31/08/2022	
SP MUKHERJEE RD 1ST RIGHT BYE LANE, Block/Sector: MURGASOLE, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303, Sex: Male, By Caste: Sikh, Occupation: Business, Citizen of: India, , PAN No.:: AQxxxxxx2A,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : AVIGHNA INFRASTRUCTURES (as PARTNER)				

**RAJ KANAL GUPTA**  
 RAJ KANAL GUPTA  
 SURESH RD BYE LANE 2,  
 MURGASOLE, City:-  
 ASANSOL, P.S:-Asansol,  
 Paschim Bardhaman, West  
 Bengal, India. PIN:- 713303

Photo	Finger Print	Signature
		
31/08/2022	31/08/2022	31/08/2022

Identifier Of Mr MUKESH JALAN, Mr BINOD KUMAR JALAN, Mr PRAMOD KUMAR JALAN, Mr JASWANT SINGH

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr MUKESH JALAN	AVIGHNA INFRASTRUCTURES-7 Katha 4 Chatak

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mr PRAMOD KUMAR JALAN	AVIGHNA INFRASTRUCTURES-4 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	Mr BINOD KUMAR JALAN	AVIGHNA INFRASTRUCTURES-4 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr MUKESH JALAN	AVIGHNA INFRASTRUCTURES-100.0000000 Sq Ft

**Land Details as per Land Record**

District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: S. P. Mukherjee Bye Lane, Mouza: Asansol, Ward No: 19 JI No: 35, Pin Code : 713303

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 949, LR Khatian No:- 4636	Owner:মুকেশ জালান, Gurdian:চৌখমল জালান, Classification:বাস্তু, Area:0.12000000 Acre,	Mr MUKESH JALAN
L2	LR Plot No:- 951, LR Khatian No:- 4635	Owner:প্রমোদ কুমার জালান, Gurdian:চৌখমল জালান, Address:নিজ , Classification:ডাঙ্গা, Area:0.04000000 Acre,	Mr PRAMOD KUMAR JALAN
L3	LR Plot No:- 951, LR Khatian No:- 4637	Owner:বিনোদ জালান, Gurdian:চৌখমল জালান, Address:নিজ , Classification:ডাঙ্গা, Area:0.04000000 Acre,	Mr BINOD KUMAR JALAN

of Registration under section 60 and Rule 69.  
d in Book - I  
number 2305-2022, Page from 168301 to 168336  
No 230507635 for the year 2022.



Digitally signed by Manoj Kumar Mandal  
Date: 2022.09.01 15:58:59 +05:30  
Reason: Digital Signing of Deed.

(Manoj Kumar Mandal) 2022/09/01 03:58:59 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ASANSOL  
West Bengal.

(This document is digitally signed.)