



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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M.V-3117, 48, 493.

P-52652

15/2/2016

Certified that the Document
is Admitted to Registration the
Sign and Sheet and the Endr-
sement are Attached with this
Document and the Part of this
Document.

A.D.S.R. Durgadas
Bardwan

15 FEB 2016

DEVELOPMENT AGREEMENT

Handwritten signature and initials.

THIS DEVELOPMENT AGREEMENT is made on this the ...15th day of
...February... 2016.

BETWEEN

(1) SRI ABHJIT GORAI [PAN- AGGPG2791Q] (2) SRI BISWAJIT GORAI [PAN- AMIPG3543N] both are sons of Late Shaktipada Gorai both are by faith- Hindu, by Nationality- Indian, by occupation- Business resident of Bhirngi, Gorai Para, P.O.- Durgapur-713213, P.S., A.D.S.R. Office & Subdivision- Durgapur, Dist.- Burdwan

(3) SMT. JYOTSNA GORAI [PAN-BEWPG3197M] W/o Sri Shankar Gorai by faith- Hindu, by Nationality- Indian, by occupation- Housewife resident of Bhirngi, School Para, P.O.- Durgapur-713213, P.S., A.D.S.R. Office & Subdivision- Durgapur, Dist.- Burdwan

(4) SMT. KRISHNA GORAI [PAN-AXGPG4093C] W/o Sri Pabitra Gorai by faith- Hindu, by Nationality- Indian, by occupation- Service resident of Miya Para, Abhirampara, P.O.- Khandra, P.S.- Andal, A.D.S.R. Office- Raniganj, Subdivision - Durgapur, Dist.- Burdwan, PIN-713363, Hereinafter Referred to as the FIRST PARTY/LAND OWNERS (which expression shall unless be excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrator and representatives and assigns) of the One Part

AND

ROYAL PEARL a proprietorship firm having its registered & principal office at Shop No.-26, Khola Market, A- Zone, P.O.- Durgapur- 4, P.S., A.D.S.R. Office & Subdivision-Durgapur, Dist- Burdwan, PIN-713204 Represented by its proprietor DR. HARISH KALLURY [PAN-ACGPV9232K] S/o. K. V. Subbarao, by faith Hindu, by nationality Indian, by occupation Medical Practitioner, resident of permanently at- No.1296, 20th. Main, 2nd. Phase, P.O. & P.S.-J.P. Nagar, Dist.- Bengaluru Urban, State- Karnataka, Pin-560078, Presently at- 25/19, Ashok Avenue, A-zone, Durgapur-713204, P.S. Sub-Division & A.D.S.R. Office Durgapur, Dist. Burdwan, HEREINAFTER referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the

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subject or context shall be deemed to mean and include his heirs, executors, administrator, legal representative and assigns) of the SECOND PARTY/ SECOND PART.

WHEREAS the property mentioned in the schedule below originally belonged to Shaktipada Gorai and his name has already been recorded in L.R.Record and the said Shaktipada Gorai died leaving behind his two sons and two daughters as his only legal heirs and their names also recorded in L.R.Record and seized owned and possessed of and/or otherwise well and sufficiently entitled with free from all encumbrances as fully described in the FIRST SCHEDULE written herein below.

AND WHEREAS the land owners desire to develop the said property by construction of a multistoried building up to maximum limit of floor consisting of so many flats and garage etc, by the Durgapur Municipal Corporation and /or any other concerned Authority /Authorities but due to paucity of fund the land owners could not be able to take any steps for the said development and as such the land owner is searching a developer for the said development works.

AND WHEREAS the land owners herein approached their said intention to the developer (i.e. Royal Pearl) herein to develop the " said property" by construction a multi-storied building at Developer's cost and expenses on the sanction plan so to be sanctioned and/or permissible up to maximum limit of floors consisting of so many flats, garages etc. by the Durgapur Municipal Corporation on taking 24000 Sq. Ft. built up area excluding open/covered car parking and cash Rs. 1,00,00,000/- (which is adjustable in owner's allocation share) as fully stated hereunder/ written herein below and the developer accepted and agreed to the above proposal of the land owners subject to condition that the Developer herein shall realize all the above costs of building including all other miscellaneous cost, expenses and benefits by selling the

ALLOCATION OF THE DEVELOPER as fully describe herein below and all money accrued therein shall be the sole property of the Developer without any claim on the part of the land owner and as such both the parties herein to avoid any future dispute to prepare and execute this written agreement on terms and conditions having been settled by and between the parties after mutual discussion.

OWNER'S ALLOCATION: Shall mean that is the owner shall be entitled 24000 Sq. Ft. built up area to be decided by the Developer excluding open/covered car parking out of the total constructed area (details described in the schedule) and Cash of Rs. 1,00,00,000/- (One Crore) only adjustable in owner's allocation share which will be paid by the Developer in the following manners :

1st installment of Rs. 50,00,000/- as an advance by D.D. No.- 002746 of Rs. 30,00,000/-, by D.D. No.- 002745 of Rs. 10,00,000/- & by D.D. No.- 002744 of Rs. 10,00,000/- all are dated 18/01/2016 of Axis Bank Ltd. of Benachity, Durgapur branch.

2nd installment of Rs. 25,00,000/- before April 2016.

3rd installment of Rs. 25,00,000/- before ground breaking .

DEVELOPER'S ALLOCATION: Shall mean rest of the total G+6 constructed area to be sanctioned by the D.M.C. to be constructed by the Developer shall absolutely belongs to the Developer together with the absolute right on the part of the Developer to enter Agreement for sale, transfer, Lease or rent with regard thereto or in any way to deal with the same subject to payment and prior to sell and / handing over possession to any intending purchaser/purchasers. But the developer have/had no right to raise further construction on the roof of the proposed building without prior permission/consent of the land owners.

The owner shall execute Development Power Of Attorney in favour of the Developer for complying all that matter, things, in the name of Owner/s as mentioned in this Agreement.

PLAN: Shall mean the plan sanctioned by the Durgapur Municipal Corporation and the drawing and specifications of the building prepared by the Architect and sanctioned by the Developer/s with the consent of the owner from the D.M.C. in accordance with the terms and conditions relating to this Agreement and according to law relating thereto.

BUILDING: Shall up to maximum limit of G+6 floors consisting of so many flats, garages etc to be constructed according to the plan including any modification thereof sanctioned by the D.M.C. and to be constructed on the "said property" more fully and specially described in the Schedule written here under .

BUILT-UP AREA / COVERED: Shall in relation to the unit /flat shall mean the plinth area of that Unit/Flat (including the area of bathrooms, balconies, terrace if any appurtenant thereto & also the thickness of the Walls (external or internal), the columns & pillars therein provided that if any wall, column or pillar be or pillar shall be included in each such unit/flat)

COMMON EXPENSES: Shall include all expenses for the management, maintenance and upkeep the Unit/Flat and the buildings, the common portions therein and the premises and the expenses for common purpose of the Unit/Flat and shall be payable proportionately by the occupier/purchaser/share in periodically as maintenance charges.

COMMON PORTIONS: Shall mean the common areas and installations in the building and the premises which are mentioned described enumerated, provided and given in the Schedule hereunder written and /or given.

DEVELOPER: Shall mean ROYAL PEARL a proprietorship firm having its registered office at Shop No.-26, Khola Market, A- Zone, P.O.- Durgapur- 4, PIN -713204, District- Burdwan, West Bengal and its successors, successors-in-interest & assigns.

DEVELOPMENT AGREEMENT: Shall mean the date of Execution of Agreement between the Owners herein & the Developer herein relating to the Development, promotion, construction, Erection & building of Buildings at & upon the said premises and shall include all modifications, alterations & changes, if any, made therein & all extensions, if any, thereof from time to time.

PROJECT: Shall mean the work of development undertake and to be done by the Developer herein in respect of the premises in pursuance of the Development Agreement and/or any modification or extension there of till such development, erection, promotion, construction and building at and upon the said premises be completed and possession of the completed Unit/s/Flat/s/Parking Space/s/and other be taken over by the Unit/Flat and occupiers.

PREMISES: Shall mean ALL THAT piece and parcel of land measuring about an area measuring area 84 (eighty four) Decimal or more or less 50.9 (fifty point nine) cottah under Mouza- Bhiringi, J.L. No. 68 and previous L.R. Khatian No.- 1391, L.R. Khatian No.- 10918,10919,10920 & 10921, Comprised in R.S. Plot No.- 403,404,405 & 406, corresponding to L.R. Plot No.- 1165, 1166 & 1191 under the jurisdiction of D.M.C. Dist- Burdwan more fully and particularly mentioned, described, explained, enumerated and provided in the Schedule hereunder written and/or given.

ARCHITECT (S): Shall mean such Architect(s) whom the Developer may from time to time appoint as the Architect(s) of the Building.

UNIT/FLAT: Shall mean any Unit/Flat in the Building lying erected at and upon the premises and the right of common use of the common portions appurtenant to the concerned unit/flat and wherever the context so intends or permits shall include the undivided proportions share and/or portion attributable to such Unit/Flat.

DATE OF POSSESSION: Shall mean the date on which the purchaser/s herein take/s actual physical possession of the said Unit/Flat after discharging all his/her liabilities and obligations within 48 (forty eight) months from the date of execution of this Development Agreement.

MUNICIPALITY: Shall mean the Durgapur Municipal Corporation and shall also include other concerned authorities that may recommend,

DEVELOPER'S ADVOCATE : Shall mean Gopal Krishna Kundu Advocate of Durgapur Court, City Centre, Durgapur-16 Dist.- Burdwan, who has prepared these present and who shall prepare all legal documentations regarding the development, construction, building promotion & erection & sale, transfer, grant, conveyance, demise, devise & provide of the premises, its parts & parcels and the Buildings & the Unit/s/Flat/s therein, Including the Deed of Conveyance/s thereof.

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

1. That the owners hereby declare and represent that they are the recorded owners of the schedule land and the Developer satisfied on pursuing the Deed and document related to the schedule Land .
2. That the Owners hereby further declare and represent that they being the recorded Owners of the schedule land are entitled to enter into this Agreement with the Developer.
3. That the Owners hereby grant to the Developer the exclusive right to built up and exploit commercially the said premises for the mutual benefit and consideration of both Owners and Developer on the terms and conditions hereunder.
4. That the Developer shall at his own cost and expenses obtain the sanctioned plans and/or modify or alternate the plans when to be



necessary, for construction of a building or buildings on the said premises sanctioned from D.M.C.(HEREINAFTER REFERRED TO AS THE PLAN TO BE APPROVED/SANCTIONED IN SUCH MANNER AS THE DEVELOPER MAY DEEM FIT AND PROPER).

5. That the Developer/Promoter will construct and complete the building on their own cost from time to time within the time stipulated time (as mentioned in the Para 17) according to the choice and convenience of the developer for and on behalf of the Developer and /or its nominee or nominees as per the plan as stated hereinafter.
6. That the said building would be constructed with good materials and with good workmanship and design and accordance to the specifications attached herein under or with such additions and/or alternations there in as be desired by the Developer and with the approval /sanctioned by the authority.
7. That the Owners have agreed simultaneously with the execution of these presents to deliver vacant position to construct the building of the said premises to the Developer .
8. That the land owners granted exclusive right on the handing over the physical possession of the said property to the developer on condition that the said development work will be done at Developer's cost & expenses by construction of proposed multi-stored building up to maximum limit of floors consisting of so many flats, garages, etc. on the said "Premises" so desire by the Developer in pursuance to the sanction plan so to be sanction from time to time along with any subsequent modification, addition, renovation thereof so to be approved by the D.M.C. and/or any other concerned authority/authorities from time to time subject to condition that the Developer shall recover all the said development cost & expenses of

the building as well as the price of the said premises by sale, Mortgage, Lease etc. and/or in other mode of transfer in whatever manner including the terms of transfer of property Act 1982 of its allocation as fully & particularly described in the SCHEDULE written herein below. But the Land owners shall not invest any money for the aforesaid development project till full completion and given possession of the flat to the Land Owners .

9. That the Land Owners are now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land as sole & absolute owners with free from all encumbrance having marketable title thereof and without receiving any notice for acquisition and requisition from any authority having been beyond the ceiling limit under the urban land ceiling and regulation Act 1976 and being not attached with any suit decree or other of any Court of Law or due to Income Tax or Revenue or any public demand whatsoever. In spite of that if there is any dispute in respect of the said property then the Land Owners shall have full responsible & and shall dissolved the same at their own cost and expenses as early as possible with the help of the developer from the date of arising out the said dispute.
10. That the Land Owners in pursuance of this agreement have handed over the peaceful Physical vacate possession of the said property for the said development projects to the Developer simultaneously with the execution of this agreement and the same shall remain with the developer till the completion of the project and to give over the possession with registered deed of conveyance(s) by each of unit owners thereof and the developer by this agreement shall have every right and power to start all kind of development works of the project on and from the date of signing of this agreement, and to

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enter upon the said property either as on or along with others to look after and to control all the affairs of the proposed development works and for that purpose to demolish any structure attending thereon if any, and to erect new building and structure by virtue of the sanction building plan and to supervise the development work in respect of the new construction and to carry out the construction through contractors, sub-contractors, architects, and surveyor's as may be require by the said developer for construction of the proposed building and structure of the property in accordance with the plan and specification sanctioned by the D.M.C. and/or appropriate authority.

11. That the Developer is entitled to sale and dispose of all or any of the flat or flats and parking space in respect of developer allocated portion that may be constructed on the said property on ownership basis and/or in any other manner that may be thought fit and proper by the said developer at the price or for the amount that the said developer think fit and proper according to this agreement.
12. That the Developer on his own risk and liability is entitled to collect and receive of earnest money and/or advance or part payment or full consideration from the prospective buyer's or lessees for booking and sell of such flats or flats, shop and parking space and also to receive and collect or demand the rent from the tenants of the building standing on the said plot and for that act or purpose to make sign and execute and/or give proper and lawful discharge for the same AND to execute from time to time agreement or agreements for sale and ownership basis of such flats, or garage conveyance in respect of the building that may be constructed on the said plot and also to execute and sign conveyance, transfer or surrender in respect of the said



property or any part there of and present documents or document for registration and admit the execution of any such documents or document before the appropriate registering authority.

13. That the land owners on the day of signing of this agreement and/or thereafter as and when asked by the developer execute, register and grant to the developer and/or its nominee or nominees a registered general power of attorney authorizing the developer for the above said development work.

14. That by virtue of this agreement the developer is hereby empowered to raise the construction of the proposed new building on the above mentioned property investing in own finance and the developer may take construction loan in the name of his firm ROYAL PEARL from any financial institutions or any bank for the said development work and in that event the Schedule land or land owners shall NOT LIABLE FOR THE SAID LOAN.

15. That the LAND OWNERS personally or the developer shall be authorized in the name of the land owners, if necessary to apply for temporary and/or permanent connection for electricity, sewerage, drainage, water and /or other facilities, if needed for the construction of the building as well as completion of the projects at the costs of the developer.

16. That the developer shall be complete the construction of the said building at it's costs and expenses in pursuance of the sanctioned building plan from the authority concern, within 48 (forty eight) months from the date of execution of this Agreement. That after the said stipulated period the Land Owners may cancel or resign from this agreement without giving any compensation or invested amount to the Developer.



17. That the stipulated time for construction is stated above shall be extended for further 6 (Six) Months if the Developer is prevented to continue the Development work of the project by any unforeseen reason beyond the control of the developer and/or force majeure and in that case the time so to be expired should be extended further beyond the aforesaid contractual period without raising any objection from the part of the land owners.
18. That the land owners shall pay all taxes, fees, outgoing and etc. including arrears to the Govt., Municipal Corporation and/or any other authority/ authorities, body, in respect of the said property till the date of signing of this agreement and thereafter all the taxes, rates, fees, outgoings etc. in respect of the said property shall be borne by the developer till the date of handing over the allocation to the respective flat owners .
19. That if at any point of time any dispute arises regarding the title and ownership of the said property of the land owners herein from any person(s) or any other, then the land owners at their own cost and expenses to clear the said property having establishing of right and marketable title in the name of land owners with free from all encumbrances . Though the land owners admits that no suit and/ or proceeding and/or litigation are pending before any court of law of the said property or any part thereof . If falls, then they shall be liable to pay the costs and expenses which the Developer incurred for the said project till that date, to the developer.
20. That the land owners shall answer and comply with all requisitions made by the Advocate of the Developer for establishing of right, title, and interest of the land owners in respect of the said property.

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21. That the Land owners shall not claim any other consideration in any manner save and except the land owners total consideration (i.e. 24000 Sq. Ft. built up area to be decided by the Developer excluding open/covered car parking out of total constructed area (as described in the schedule below) and cash of Rs.1,00,00,000/- which is adjustable in owner's allocation share as stated above or as written above and schedule herein below having considered as full and final consideration /or price of the said property and after hand over the said 24000 Sq. Ft. built up area to be decided by the Developer excluding open/covered car parking and cash as stated above to the land owners, the Developer shall have exclusive right to sale Developer allocation of the project by construction of multistoried building up to maximum number of floors consisting of so many Flats, Garages, etc, so to be sanctioned by the Authorities from time to time to realize the Development cost and expenses including other miscellaneous expenses of the project.

22. That the respective flat owners of each of the flats bear the costs of preparation, stamping charges, Registration fees, remuneration of Advocate and/or other necessary charges/fees in connection with the registration of Agreement for sale and deed of conveyance to purchase their respective Flat/Flats.

23. That the Landowners during the continuance of the development work of the project shall not cause any impediment of hindrance or obstruction in whatsoever nature and/or manner in the construction of the proposed Building and /or project caused by the Developer.

24. That the DEVELOPER shall obtain the electric connection on entirety of the building (i.e. constructed building) from WBSUEDCL and Water connection From D.M.C. but all the flat owners along with the land owner and/or each of their nominee, shall pay the proportionate

amount of total cost to the Developer for the said electric and water connection including all expenses for electric meter and connection in their respective flat or flats.

25. That the Land owners and Developer shall jointly choice / fix the name of the Building and that will be final.
26. That the Land owners shall not sale, Lease, mortgage, Let out and/or charge the said schedule Land and/or any part thereof to any part thereof to any third party on and from the date of execution of this Agreement to till date of completion of the project including subsisting of this Agreement and also the Land owners shall not do any acts, deed or thing whereby the Developer may prevented from selling, assigning and /or disposing of any portion fallen under the Developer's allocation in the said proposed building . It is further declared by the Land owners that they did not sign and/or execute any Agreement in any manner with any third party in respect of the first schedule property and subsequently if any short of Agreement(s) / Deed (s) is/are found then the same will be treated as cancelled/Void .
27. That all unit/flat owner shall bear the proportionate municipal taxes, fees and/or other outgoings in respect of the said building and premises including the service charge for common areas proportionately according to each of their occupied area from the date of taking possession of each of their respective unit/flat . But each of the unit owners prior to mutation of their respective flats before the Durgapur Municipal Corporation in their respective name shall pay the aforesaid taxes including common service and maintenance charges of the building to the Developer as suggested by the Developer till the date of formation of Association/ Society by all unit owners at their own cost and expenses of the said building.

28. That the Land owners including other flat owners will not use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade and activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the Building. The respective owners in each of their respective fields shall abide by all laws by laws, rules and regulation of the Government, D.M.C., statutory bodies and/or local bodies as the case may be. The respective owners shall keep the interior walls, sewers, drains, pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or occupation of the building indemnified from and against the consequence of any branch.
29. That Unless and until the violation of this agreement, none of the party shall have no right or power to terminate this Agreement and any Power of Attorney (s) given in favour of the Developer till the completion of the aforesaid development project including to sale the Developer's allocation written in the schedule, herein below to all intending purchaser/purchasers .
30. That the Developer on his own risk and liability shall be entitled to make advertisement in all kinds of newspaper and/or in other manner which the Developer may deem fit and proper including the fixing hoarding/signboard on the said premises inviting the intending purchaser/purchasers to purchase the flats/garages/covered spaces fallen under the Developer allocation till the date of completion of the said development project as well as sell of all units.

31. That the Land owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the landowners and the Developer in any manner, nor shall the parties hereto be constituted as Association of Persons.
32. That the Land owner shall produce for verification the Original copy of title Deed/ Parcha and all other relevant documents papers as and when required.
33. The Developer and land owners shall form scheme, rules, regulations and bye laws for the management and the administration of the said building and/or common parts thereof and all the units/flats owners shall abide by the same without raising any objection till the date of frames of any further Rules, regulations etc. by the society/Association/organization to be formed by the land owners and other flat owners at their own cost and expenses.
34. That any notice require to be given by the Developer to the Land owners shall without prejudice to any other mode of service available be deem to have been served on the Land owners if delivered by hand and duly acknowledgement and shall likewise be deemed to have been served on the Developer by the land owners if delivered by hand and acknowledged or otherwise sent by Reg. Post with due acknowledgement by either of the party to the other at the address given in this deed.
35. That all dispute and differences arising out of this Agreement shall be referred to the Advocate being settled by the parties of this deed for arbitration who shall act as Arbitrator having power of summary procedure and may or may not keep any record of Arbitration proceeding and shall be governed by the provisions of Indian

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Arbitration and Conciliation Act 1996 (as amended up-to-date) with all modification for the time being in force and whose decision shall be final and binding upon all the parties herein.

36. That the court under which jurisdiction the land is situated shall have the jurisdiction to entertain and determine all actions, suits and proceeding arising out of these presents between the parties hereto.

37. The Land Owners have every right to cancel and/or rescind this agreement after 48 (forty eight) months from the date of execution of this Agreement, or from the date of plan (sanction) by the D.M.C. if the developer shall unable to complete the construction work for that owners have to give a two month clear notice to the Developer and in that event the Developer shall not claim any amount from the Land Owners on account of his investment in the said project.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF LAND)

ALL THAT piece and parcels of Raiyoti vastu land measuring an area of 84 (eighty four) decimal or more or less 50.9 (fifty point nine) cottah comprising within appertaining to previous L.R. Khatian No.- 1391, present L.R. Khatian Nos.- 10921, 10920, 10919 & 10918, Comprised in

- (1) L.R. Plot No.- 1165 Corresponding to R.S. Plot No.- 404(P), measuring area - 27 Dec.
- (2) L.R. Plot No.- 1166 Corresponding to R.S. Plot No.- 403(P) measuring area - 09 Dec.
- (3) L.R. Plot No.- 1191 Corresponding to R.S. Plot No.- 403(P), 404(P), 405(P) & 406(P) measuring area - 48 Dec.

of Mouza - Bhiringi, J.L.No.- 68, L.R. J.L.No.- 119 P.S, A.D.S.R. Office & Subdivision- Durgapur, District- Burdwan within the limit of Durgapur Municipal Corporation. This property is not within the acquired land of any Govt.

BUTTED AND BOUNDED BY:

On the North : Land of Muruli Gorai

On the South : Land of Narayan Chandra Maity & others

On the East : 35 Feet wide Metal Road (School Para Road)

On the West : Land of Ajit Singh & others.

THE SECOND SCHEDULE ABOVE REFERRED TO

(LAND OWNER'S ALLOCATION)

This Agreement in between Land owners and Developer is valid for construction of proposed building as per sanction plan by the authority concern.

That the landowners handed over the Land /Premises (describe in the first schedule) to the Developer and after the completion of the said Project the LAND OWNERS SHALL GET / ENTITLED 24000 (TWENTY FOUR THOUSAND) Sq. Ft. BUILT UP AREA TO BE DECIDED BY THE DEVELOPER EXCLUDING OPEN/COVERED CAR PARKING OUT OF TOTAL CONSTRUCTED AREA AND CASH OF Rs. 1,00,00,000/- (ONE CRORE) WHICH IS ADJUSTABLE IN OWNER'S ALLOCATION SHARE.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

THE DEVELOPER SHALL GET / ENTITLED REST OF THE TOTAL CONSTRUCTED AREA of the project (i.e. multistoried building up to maximum G+6 number of floors consisting of so many flats, garages, open space etc. as sanctioned by the Authority concern.)

It is hereby declared that passport size photograph and finger prints of both hands of Land owners & Developer are hereby attested in an additional page being nos. 1A & 1B and the same will be treated as a part of this deed.

IN WITNESSES WHEREOF the LANDOWNERS and DEVELOPER read this instrument and being fully satisfied have set and subscribed their respective hands and seal in presence of undersign witness by the day, month and year first above written.

WITNESS:

1. Rajat Roy
S/o Manoj Kumar Roy
J.B Flat
Gopalmath
Durgapuri-17

2. Prasanta Dey
At. Anil Baran Dey
Dumara Flat
Benachin - Durgapuri-13

Alokjit Gora
Bismit Gora

Jyotsna Gora
Krishna Gora

SIGNATURE OF LAND OWNERS

ROYAL PEARL

Harender Kallumy
Proprietor

SIGNATURE OF DEVELOPER

Drafted and prepared by me
& typed at my office I have
read over & explained in
mother tongue to all parties
of this deed and all of them
admit that the same has
been correctly written as
per their instruction.

Gopal Krishna Kundu

Advocate Gopal Krishna Kundu
Advocate
Regd. No. -WB-998/1993

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



Harish Kallury

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর
Signature Harish Kallury

ROYAL PEA...

Proprietor

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



Abhijit Goswami

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর
Signature Abhijit Goswami

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



Birendrajit Goswami

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর
Signature Birendrajit Goswami

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



Abhijit Goswami

বতাপুসাম ৩৭ ছাগ ৩ ৭৩০৭/Fingers Print & Photo

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর

Signature Krishna Gorai

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					

ফটো

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর

Signature _____

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					

ফটো

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর

Signature _____

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle	অনামিকা Ring	কনিষ্ঠা Small Finger
ডান হাত Right Hand					

ফটো



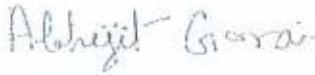
উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।



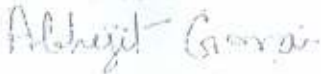
Pass port size photograph & Finger print of both hands attested by me

স্বাক্ষর



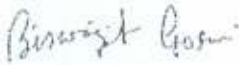





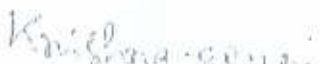
Signature _____

Land Lord & Developer Details




Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Mr Abhijit Gorai Son of Late Shaktipada Gorai Viringi Gorai Para, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213	 15/02/2016 1:50:44 PM	 LTI 15/02/2016 1:50:49 PM
		 15/02/2016 1:51:05 PM	

Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Mr Abhijit Gorai Son of Late Shaktipada Gorai Viringi Gorai Para, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGGPG2791Q,; Status : Individual; Date of Execution : 15/02/2016; Date of Admission : 15/02/2016; Place of Admission of Execution : Office	 15/02/2016 1:50:44 PM	 LTI 15/02/2016 1:50:49 PM
		 15/02/2016 1:51:05 PM	


Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature		
2	<p>Mr Biswajit Gorai Son of Late Shaktipada Gorai Viringi Gorai Para, P.O:- Durgapur, P.S:- Kanksa, District-Burdwan, West Bengal, India, PIN - 713213 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AMIPG3543N,; Status : Individual; Date of Execution : 15/02/2016; Date of Admission : 15/02/2016; Place of Admission of Execution : Office</p>		 LTI
		15/02/2016 1:51:15 PM	15/02/2016 1:51:21 PM
			
		15/02/2016 1:51:34 PM	
3	<p>Mrs Jyotsna Gorai Wife of Mr Shankar Gorai Viringi School Para, P.O:- Durgapur, P.S:- Durgapur, District-Burdwan, West Bengal, India, PIN - 713213 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. BEWPG3197M,; Status : Individual; Date of Execution : 15/02/2016; Date of Admission : 15/02/2016; Place of Admission of Execution : Office</p>		 LTI
		15/02/2016 1:51:48 PM	15/02/2016 1:52:01 PM
			
		15/02/2016 1:52:21 PM	
4	<p>Mrs Krishna Gorai Wife of Mr Pabitra Gorai Miya Para, Abhirampara, P.O:-Khandra, P.S:- Andal, District-Burdwan, West Bengal, India, PIN - 713363 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AXGPG4093C,; Status : Individual; Date of Execution : 15/02/2016; Date of Admission : 15/02/2016; Place of Admission of Execution : Office</p>		 LTI
		15/02/2016 1:52:29 PM	15/02/2016 1:52:35 PM
			
		15/02/2016 1:52:49 PM	

Developer Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	Royal Pearl Shop No-26, Khola Market, A- Zone, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713204 PAN No. ACGPV9232K,; Status : Organization; Represented by representative as given below:-		
1(1)	Dr Harish Kallury 25/19 Ashok Avenue, A- Zone, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713204 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No. ACGPV9232K,; Status : Representative; Date of Execution : 15/02/2016; Date of Admission : 15/02/2016; Place of Admission of Execution : Office	 15/02/2016 1:50:12 PM	 LTI 15/02/2016 1:50:19 PM
		 15/02/2016 1:50:31 PM	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Rajat Roy Son of Mr Manoj Kumar Roy Jagurbandh Plot, Gopalmath, P.O:- Durgapur, P.S:- Durgapur, District:- Burdwan, West Bengal, India, PIN - 713217 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	Mr Abhijit Gorai, Mr Biswajit Gorai, Mrs Jyotsna Gorai, Mrs Krishna Gorai, Dr Harish Kallury	 15/02/2016 1:53:01 PM

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

LAND DETAILS

Sr. No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: School Para Road (Viringi), Mouza: Viringi	LR Plot No:- 1165, LR Khatian No:- 10921	27 Dec	1/-	1,02,04,873/-	Proposed Use: Vastu, ROR: Vastu, Width of Approach Road: 35 Ft., Adjacent to Metal Road,
L2	District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: School Para Road (Viringi), Mouza: Viringi	LR Plot No:- 1166, LR Khatian No:- 10921	9 Dec	1/-	34,01,624/-	Proposed Use: Vastu, ROR: Vastu, Width of Approach Road: 35 Ft., Adjacent to Metal Road,
L3	District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: School Para Road (Viringi), Mouza: Viringi	LR Plot No:- 1191, LR Khatian No:- 10921	48 Dec	57,15,000/-	1,81,41,996/-	Proposed Use: Vastu, ROR: Vastu, Width of Approach Road: 35 Ft., Adjacent to Metal Road,

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr Abhijit Gorai	Royal Pearl	6.75	25
	Mr Biswajit Gorai	Royal Pearl	6.75	25
	Mrs Jyotsna Gorai	Royal Pearl	6.75	25
	Mrs Krishna Gorai	Royal Pearl	6.75	25
L2	Mr Abhijit Gorai	Royal Pearl	2.25	25
	Mr Biswajit Gorai	Royal Pearl	2.25	25
	Mrs Jyotsna Gorai	Royal Pearl	2.25	25
	Mrs Krishna Gorai	Royal Pearl	2.25	25

Transfer of Property from Land Lord to Developer

Serial No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L3	Mr Abhijit Gorai	Royal Pearl	12	25
	Mr Biswajit Gorai	Royal Pearl	12	25
	Mrs Jyotsna Gorai	Royal Pearl	12	25
	Mrs Krishna Gorai	Royal Pearl	12	25

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Abhijit Gorai
Address	Viringi Gorai Para, Thana : Durgapur, District : Burdwan, WEST BENGAL
Applicant's Status	Seller/Executant

Endorsement For Deed Number : I - 020600876 / 2016

Query No/Year 02061000052652/2016 Serial no/Year 0206000927 / 2016
Deed No/Year I - 020600876 / 2016
Transaction [0110] Sale, Development Agreement or Construction agreement
Name of Presentant Mr Abhijit Gorai Presented At Office
Date of Execution 15-02-2016 Date of Presentation 15-02-2016

Remarks

On 09/02/2016

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 3,17,48,493/-


(Abhijit Chatterjee)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Burdwan, West Bengal

On 15/02/2016

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

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

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

Presented for registration at 13:18 hrs on : 15/02/2016, at the Office of the A.D.S.R. DURGAPUR by Mr Abhijit Gorai , one of the Executants.

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

Execution is admitted on 15/02/2016 by

Mr Abhijit Gorai, Son of Late Shaktipada Gorai, Viringi Gorai Para, P.O: Durgapur, Thana: Durgapur, Burdwan, WEST BENGAL, India, PIN - 713213, By caste Hindu, By Profession Business
Indebted by Mr Rajat Roy, Son of Mr Manoj Kumar Roy, Jagurbandh Plot, Gopalmath, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713217, By caste Hindu, By Profession Business

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

Execution is admitted on 15/02/2016 by

Mr Biswajit Gorai, Son of Late Shaktipada Gorai, Viringi Gorai Para, P.O: Durgapur, Thana: Kankra, Burdwan, WEST BENGAL, India, PIN - 713213, By caste Hindu, By Profession Business
Indebted by Mr Rajat Roy, Son of Mr Manoj Kumar Roy, Jagurbandh Plot, Gopalmath, P.O: Durgapur, Thana: Durgapur, Burdwan, WEST BENGAL, India, PIN - 713217, By caste Hindu, By Profession Business

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

Execution is admitted on 15/02/2016 by

Mrs Jyotsna Gorai, Wife of Mr Shankar Gorai, Viringi School Para, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713213, By caste Hindu, By Profession House wife
Indetified by Mr Rajat Roy, Son of Mr Manoj Kumar Roy, Jagurbandh Plot, Gopalmath, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713217, By caste Hindu, By Profession Business

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

Execution is admitted on 15/02/2016 by

Mrs Krishna Gorai, Wife of Mr Pabitra Gorai, Miya Para, Abhirampara, P.O: Khandra, Thana: Andal, , Burdwan, WEST BENGAL, India, PIN - 713363, By caste Hindu, By Profession Service
Indelified by Mr Rajat Roy, Son of Mr Manoj Kumar Roy, Jagurbandh Plot, Gopalmath, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713217, By caste Hindu, By Profession Business

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

Execution is admitted on 15/02/2016 by

Dr Harish Kallury proprietor, Royal Pearl, Shop No-26, Khola Market, A- Zone, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713204 Dr Harish Kallury, Son of Mr K V Subbarao, 25/19 Ashok Avenue, A- Zone, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713204, By caste Hindu, By profession Professionals
Indelified by Mr Rajat Roy, Son of Mr Manoj Kumar Roy, Jagurbandh Plot, Gopalmath, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713217, By caste Hindu, By Profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,10,003/- (B = Rs 1,09,989/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 1,10,003/-

Description of Draft

1. Rs 10,523/- is paid, by the Bankers cheque No: 000428447071, Date: 19/01/2016, Bank: STATE BANK OF INDIA (SBI), DURGAPUR CITY CENTRE.
2. Rs 49,740/- is paid, by the Bankers cheque No: 000428447067, Date: 19/01/2016, Bank: STATE BANK OF INDIA (SBI), DURGAPUR CITY CENTRE.
3. Rs 49,740/- is paid, by the Bankers cheque No: 000428447068, Date: 19/01/2016, Bank: STATE BANK OF INDIA (SBI), DURGAPUR CITY CENTRE.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs 75,011/- and Stamp Duty paid by Draft Rs 70,011/-, by Stamp Rs 5,000/-

Description of Stamp

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 427, Purchased on 18/01/2016, Vendor named Subrata K Chakraborty.

Description of Draft

1. Rs 20,277/- is paid, by the Bankers cheque No: 000428447070, Date: 19/01/2016, Bank: STATE BANK OF INDIA (SBI), DURGAPUR CITY CENTRE.

ADIA (SBI), DURGAPUR CITY CENTRE

ADDITIONAL DISTRICT SUB-REGISTRAR
(Adhikari Chatterjee)
OFFICE OF THE A.D.S.R. DURGAPUR
Burdwan, West Bengal

...

Registered in Book - I
Volume number 0206-2016, Page from 13926 to 13956
being No 020600876 for the year 2016.



(Handwritten signature)

Digitally signed by ABHIJIT
CHATTERJEE
Date: 2016.02.16 12:28:10 +05:30
Reason: Digital Signing of Deed.

(Abhijit Chatterjee) 16/02/2016 12:28:10
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)