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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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31/10/18

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

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

31 OCT 2018

Ajay Agrawal

For M. R. CONSTRUCTION COMPANY

Mr. Subhojit Kumar Das

PARTNER

For M. R. CONSTRUCTION COMPANY

Mr. Subhojit Kumar Das

PARTNER

GRN No. 19-201819-029371277-2

Query No. 0205 - 0001545582 for 2018

A. D. S. R. Asansol.

AGREEMENT FOR DEVELOPMENT & CONSTRUCTION  
OF PROPERTY

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Ajoy Agarwal

For M. R. CONSTRUCTION COMPANY  
Madhabendra Nath Roy  
PARTNER

For M. R. CONSTRUCTION COMPANY  
Md. Rafique Ansari  
PARTNER

This Agreement for Development and Construction of Property is made  
BY AND BETWEEN :

SRI. AJOY KUMAR AGARWAL (PAN No. ACLPA 9101 H) son of Late Girdhari Lal Agarwal, Citizen of India, by faith Hindu, by occupation Business, resident of 16, Leighton Street, Asansol, Post Asansol 713301, Police Station Asansol (South), Sub Division and Additional District Sub Registry Office Asansol, District Paschim Burdwan, hereinafter called and referred to as the FIRST PARTY/OWNER (which expression unless excluded by or repugnant to the context shall always mean and include his heirs, assigns, successors and legal representatives) of the ONE PART.

AND

M/s. M. R. CONSTRUCTION COMPANY (PAN No. AANFM 5800 F) a Partnership Firm, having its Registered Office at No. 1/45, Dr. M. N. Saha Road, Asansol, Post Asansol - 713301, Police Station Asansol (South), District Paschim Burdwan, represented by its Partners, namely, (1) SRI. MADHABENDRA NATH ROY (PAN No. AFZPR 1750 G) son of Late Baidya Nath Roy, resident of Village Asansol 713301, Police Station Asansol (South), District Paschim Burdwan and (2) MD. RAFIQUE ANSARI (PAN No. ACMPTA 3650 J) son of Late Abdul Jalil Ansari, both are Citizens of India, by occupations Business, resident of 'Usha Apartment' at 1/45, Dr. M. N. Saha Road, Asansol 713301, Police Station Asansol (South), District Paschim Burdwan, hereinafter called and referred to as the SECOND PARTY/ DEVELOPER (which expression unless excluded by or repugnant to the context shall always mean and include its/their respective heirs, assigns, successor-in-office and legal representatives) of the OTHER PART

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Ritesh Agarwal

For M. R. CONSTRUCTION COMPANY

Sd/- Ritesh Agarwal

PARTNER

For M. R. CONSTRUCTION COMPANY

Sd/- Ritesh Agarwal

WHEREAS the lands, measuring in total an area of 4184 square feet standing upon situated upon R. S. Plot Nos. 22216, 22217, 22218 and 22219 all under R. S. Khatian No. 12200 of Mouza Asansol Municipality, J. L. No. 20, Police Station Asansol (South), District Paschim Burdwan together with the two storied building standing thereon bearing Holding No. 42 (39), Nuruddin Road, Asansol, fully mentioned in schedule below, originally belonged to Kashi Nath Bandopadhyay, Paresh Nath Bandopadhyay, Sukumar Bandopadhyay and Kalipada Bandopadhyay all sons of Late Sambhunath Bandopadhyay, Prahlad Bandopadhyay and Sudin Bandopadhyay both sons of Late Gokul Chandra Bandopadhyay, Thaka Hari Bandopadhyay son of Late Shibdas Bandopadhyay and Debi Prasad Bandopadhyay son of Late Phani Bhusan Bandopadhyay all of whom while lawfully owning and possessing absolutely sold and transferred the same by virtue of a Deed of Sale dated 01.07.2014, which stands registered in Book No. 1, CD Volume No. 38 in Pages from 1935 to 1952 as Being or Deed No. 4935 for the year 2014 of the Additional District Sub Registry Office, Asansol, jointly unto Sri. Ritesh Agarwal son of Sri. Loknath Agarwal of Court More, Asansol and unto Sri. Ajoy Kumar Agarwal (that is the above named FIRST PARTY) wherein each of them had 50% (Fifty Percent) undivided share.

AND WHEREAS subsequently to meet his lawful necessities above named Sri. Ritesh Agarwal absolutely sold and transferred his 50% (Fifty Percent) undivided share in the aforesaid property and premises unto and in favour of above named Sri. Ajoy Kumar Agarwal (that is the above named FIRST PARTY) by virtue of a Deed of Sale dated 04.08.2014 which stands registered in Book No. 1, CD Volume No. 45 in Pages from 1303 to 1316 as Being or Deed No. 5801 for the year 2014 of the Additional District Sub Registry Office, Asansol.



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Ajoy Agarwal

FOR M. R. CONSTRUCTION COMPANY

M/s. Madhebendra Nath Roy

PARTNER

MD. Rafique Ansari

AND WHEREAS after his such purchase the above named FIRST PARTY - Sri, Ajoy Agarwal came to lawfully own and posses the entire property and thereafter got his name mutated and recorded in the R. S. Record of Rights of the State of West Bengal under Mutation Case No. 1648 for the year 2016 and further thereafter has been in absolute ownership and possession of the aforesaid property and premises, by exercising various acts of possession therein, free from all liens, mortgages, charges or any manners of encumbrances.

AND WHEREAS the aforesaid FIRST PARTY/OWNER now intends to take up Development and Construction of a Multi-Storied Building upon his property mentioned in schedule below in accordance to a sanctioned building plan, however, due to absence of necessary infrastructures for the said purposes and further due to his occupational and professional needs, the FIRST PARTY/OWNER remains busy in his pre-occupations and therefore it is not possible on the part of the FIRST PARTY/OWNER to take up the proposed construction or the matters related therewith in respect of his said property and therefore, the FIRST PARTY invited proposals from competent property developers and promoters and the above named SECOND PARTY, M/s. M. R. CONSTRUCTION COMPANY represented by its Partners, namely, SRI. MADHEBENDRA NATH ROY and MD. RAFIQUE ANSARI have agreed to the said proposal of the FIRST PARTY/OWNER on certain terms and conditions, including the ratio of allocations of built up area to be allotted to both the Owner and the Developer in the proposed Basement Plus Ground Plus Four Storied (B+G+4) Residential Cum Commercial Building all to be constructed and erected at the cost of the Developer to stand upon the land mentioned in schedule below and therefore after necessary mutual discussions and negotiations between them, both the FIRST PARTY/OWNER and the SECOND PARTY/DEVELOPER do hereby enter into this agreement for development and construction of the scheduled property, consisting of the terms, conditions, stipulations, including allocations of the built up area between them and the rights and the liabilities as also responsibilities of each of the party to this deed, as hereunder set forth and described :-

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NOW THIS AGREEMENT WITNESSETH :

(1) That the FIRST PARTY do hereby admits and accepts the SECOND PARTY as the Developer/Promoter in respect of his said property, fully mentioned in Schedule hereunder written requiring it to erect and construct a Basement Plus Ground Plus Four Storied (B+G+4) Residential Cum Commercial Building/ Apartment by engaging its own technical and non-technical persons, skilled or un-skilled workers by obtaining and acquiring the following approvals, deeds, document and things all at the entire costs and expenses of the Developer (the SECOND PARTY) as hereunder described :

- (a) Preparation of Site Plan, Structural Building Plan through a competent and reputed Architect/Engineer.
- (b) Sanction of the Site Plan and Building Plan from the Authority of Asansol Municipal Corporation on payment of required fees and office expenses.
- (c) All necessary clearance and other required N.O.C. from other competent authorities, including the A.D.D.A. under the Town & Country Planning Act, the West Bengal Emergency & Fire Services etc. on payment of required fees and office expenses.
- (d) Any other required clearance and/or N.O.C. from other competent authorities concerned, including the West Bengal Apartment Ownership Act and Rules framed or the bye laws framed there under and the West Bengal Apartment (Regulation of Construction & Transfer) Act 1972, if so required.
- (e) Installation of four person capacity Lift.

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Ajay Agarwal

FOR M. R. CONSTRUCTION COMPANY  
M. R. CONSTRUCTION COMPANY  
PARTNER

FOR M. R. CONSTRUCTION COMPANY

OPAL PAPER  
PARTNER

- (f) Clearance and Safety Fitness Approval Certificate for the Lift after installation of the Lift.
- (g) Installation of suitable capacity/load of Electric Transformer at the project site.
- (h) Clearance and/or N.O.C. from the West Bengal State Electricity Distribution Company Limited (WBSEDCL) after getting installed the required capacity of Electric Transformer at the project site.
- (i) To obtain Municipal water connection, if made available by the supplying authority or alternately get dug Deep Bore Water Well of sufficient depth for supply of water for the proposed building/apartment at its/his own costs.
- (2) That immediately after sanction of the Building/ Plan from the authority of Asansol Municipal Corporation including clearance and NOC from the other concerned competent authorities, the FIRST PARTY/OWNER shall deliver free from all charges, liens, mortgages or any encumbrances, the vacant possession of the property mentioned in schedule below unto the SECOND PARTY/DEVELOPER for undertaking the demolition of the existing building and thereafter the proposed construction in terms of the sanctioned Building Plan and the relevant specifications provided herein.
- (3) That the FIRST PARTY/OWNER shall shift his residence elsewhere of his choice and at his own costs and handover vacant possession of the property mentioned in schedule below unto the developer until such time the FIRST PARTY/OWNER is delivered his respective residential flats or the built up portions in the proposed building to be constructed by the developer as per the Owner's Allocation further described below.



Ajoy Agnew

for M. R. CONSTRUCTION COMPANY  
M. R. CONSTRUCTION COMPANY  
PARTIAL

JOE M. R. CONSTRUCTION COMPANY  
PARTNER  
*Joe M. R.*

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- (4) The Developer thereafter shall commence construction of the proposed multi-storied R. C. C. Brick Built masonry building, consisting of various Parking Spaces/Garages on the Basement Floor along with commercial or semi-commercial spaces on the Ground Floor and Self Contained Residential Units/Flats on the Upper Floors together with required necessary and basic common facilities and amenities that are mandatory and common for the said Residential Unit/Flats to be done and executed in best workmanship manner, as per specifications described below and also described with structural designs mentioned and shown in the Building Plan sanctioned by the Asansol Municipal Corporation and shall further provide, use and utilize best makes and brands of building materials thereupon.
- (5) That however, the quality, character, nature, brand or the standard of the materials to be used towards the construction for the multi-storied residential cum commercial Apartment/Building in and upon the schedule mentioned property shall be decided exclusively by the SECOND PARTY with or without consultation with the FIRST PARTY and the decision of the SECOND PARTY in this regard shall be final and binding.
- (6) That the nature, character, quality, complexion or the decorative or ornamental sides of both interior or exterior or internal or external sides of the residential cum commercial Apartment/Building such as choice or nature of quality of colours or brand of materials, that are mentioned in the specifications hereunder described, shall be exclusively and solely decided by the SECOND PARTY.
- (7) That the period of completion of the proposed project shall be 18 (EIGHTEEN) months from the date of sanction of the Building Plan, subject to terms mentioned in this agreement or for reasonable delays or that may be mutually decided in between the parties to this deed.

*Ajay Agarwal*

For M. R. CONSTRUCTION COMPANY  
*M. R. Subash Kumar*  
PARTNER

For M. R. CONSTRUCTION COMPANY  
*Chaitanya Kumar*  
PARTNER

(8) OWNERS ALLOCATION :-

- I. That the FIRST PARTY/OWNER shall be provided and get 40% (Forty Percent) of all built up area in the proposed building/apartment including common areas, paths, passages, stair-case and the lift as per the duly sanctioned plan of Asansol Municipal Corporation.
- II. That the FIRST PARTY/OWNER shall however shall have an option to get provided already built and constructed residential portions including Parking Spaces on the Basement Floor and commercial portions in the proposed building/apartment consisting of his allotted 40% (Forty Percent) share, that is to say, in the following manner :-
  - (a) The FIRST PARTY/OWNER shall get the Parking Space measuring a total Covered Area of 823 (Eight Hundred Twenty Three) square feet equivalent to 40% (Forty Percent) of all built up area, including stair-case, passages and lift space, situated on the Basement Floor of the proposed multi-storied building.
  - (b) The FIRST PARTY/OWNER shall also get Spaces, measuring in total a Covered Area of 614 (Six Hundred Fourteen) square feet equivalent to 40% (Forty Percent) of all built up area, including stair-case, passages and lift space, situated on the Ground Floor of the proposed multi-storied building.
  - (c) The FIRST PARTY/OWNER shall also get the Commercial Space measuring a total Covered Area of 208 (Two Hundred Eight) square feet equivalent to 40% (Forty Percent) of all built up area, situated on the Ground Floor of the proposed multi-storied building.



*Ajay Agarwal*  
PARTNER  
M/S. A. R. CONSTRUCTION COMPANY  
Pvt. Ltd.  
*Ch. Rajgopal*  
PARTNER  
M/S. A. R. CONSTRUCTION COMPANY  
Pvt. Ltd.

- (d) The FIRST PARTY/OWNER shall get the Residential Space measuring a total Covered Area of 3306 (Three Thousand Three Hundred Six) square feet equivalent to 40% (Forty Percent) of all built up area, including stair-case, passages and lift space, situated on the Second Floor and the Third Floor of the proposed multi-storied building.

All the aforesaid shall be deemed to be as 'Owners Physical Allocation' in the proposed Apartment/Building and except for the aforesaid physical allocations described above, the owners shall not claim or demand any other part or portion of the units or built up space in the proposed building.

- iii. That the SECOND PARTY/DEVELOPER, as has been mutually settled, besides the above mentioned "Owner Physical Allocation", shall further pay a total sum of Rs. 20,00,000/- (Rupees Twenty Lacs) only unto the FIRST PARTY/OWNER as refundable Security Deposit.
- a. In pursuance thereof, the SECOND PARTY/DEVELOPER immediately on execution of this agreement has paid a sum of Rs. 15,00,000/- (Rupees Fifteen Lacs) only vide Bank Cheque and through RTGS.
- b. The SECOND PARTY/DEVELOPER has further paid a sum of Rs. 1,00,000/- (Rupees One Lac) only in cash.
- c. Therefore, immediately on execution of this agreement a total sum of Rs. 16,00,000/- (Rupees Sixteen Lacs) only has been paid by the SECOND PARTY/DEVELOPER unto the FIRST PARTY/OWNER as refundable security deposit in the aforesaid manner.
- d. The SECOND PARTY/DEVELOPER on commencement of construction at site after sanction of the Building Plan by the Asansol Municipal Corporation shall pay the remaining sum of Rs. 4,00,000/- (Rupees Four Lacs) only unto the FIRST PARTY/OWNER.

1. Director Approval  
 1. M. M. R. CONSTRUCTION COMPANY  
 Mr. Subodh K. R. Singh  
 PARTNER  
 2. M. M. R. CONSTRUCTION COMPANY  
 Mr. Subodh K. R. Singh  
 PARTNER

1. Director Approval  
 1. M. M. R. CONSTRUCTION COMPANY  
 Mr. Subodh K. R. Singh  
 PARTNER  
 2. M. M. R. CONSTRUCTION COMPANY  
 Mr. Subodh K. R. Singh  
 PARTNER

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1. Director Approval  
 1. M. M. R. CONSTRUCTION COMPANY  
 Mr. Subodh K. R. Singh  
 PARTNER  
 2. M. M. R. CONSTRUCTION COMPANY  
 Mr. Subodh K. R. Singh  
 PARTNER

*Atty. Agonal*

For M. R. CONSTRUCTION COMPANY

*Macabeo R. Ruy*

PARTNER

For M. R. CONSTRUCTION COMPANY

*Macabeo R. Ruy*

PARTNER

(12) **OWNERS LIABILITIES :-**

- (a) That during the stage of proposed construction being made upon the property mentioned in schedule below, if any litigation or dispute arises over the title and ownership or possession of the FIRST PARTY the same shall be cleared and solved by the FIRST PARTY at his own initiatives and costs.
- (b) That it be specifically mentioned that further simultaneously after execution and registration of this agreement and payment of the first part of the Security Money unto the FIRST PARTY/OWNER, the FIRST PARTY shall grant and execute an irrevocable General Power of Attorney which shall be duly registered in the office of the Additional District Sub Registrar at Asansol in favour of the SECOND PARTY/ DEVELOPER, giving unto the said DEVELOPER all purpose powers for successful completion of the proposed building, including power to represent the OWNER in all matters connected therewith before all authorities concerned and including powers to enter into Sale Agreements with its Intending Purchasers as also powers to sale and transfer all the residential units and the parking spaces, excepting the units or the percentage of share specified under Owners Allocation and execute and get registered Deeds of Sale on behalf of the FIRST PARTY/ OWNER in respect of the units falling under the DEVELOPER ALLOCATION.
- (c) That during the continuance of this agreement, the FIRST PARTY/ OWNER shall keep his Title Deeds along with related documents in safe custody and shall not create any manner of encumbrances upon the property in schedule below and therefore shall not be entitled to keep the said deed or documents as collateral security thereof with any financial institution or Bank in any manner whatsoever and shall further be liable to produce the same, in originals, for inspection of the same by the SECOND PARTY/ DEVELOPER or its assignee for all or any official purposes.

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For M. R. CONSTRUCTION COMPANY  
PARTNER  
Ajay Agarwal  
For M. R. CONSTRUCTION COMPANY  
PARTNER  
Ajay Agarwal

- (d) That the FIRST PARTY/OWNER shall remain liable to pay and clear all arrears of and current rates, revenues (Khajana), municipal taxes and electricity consumption bills in respect of the property mentioned in schedule below upto the date of registration and execution of this agreement.
- (e) It shall be the responsibility and liability of the FIRST PARTY/ OWNER to deliver in originals the title/ownership papers, link or previous deeds, up to date clear khajna/revenue and municipal tax receipt, electricity consumption paid up bills along with other documents in respect of the property in schedule, unto the SECOND PARTY/DEVELOPER whenever the need for the same so arises.
- (f) After completion of the entire construction/project the said title/ownership deeds and documents will be handed over to the authority of the Association/Society of the Building/Apartment for future reference.

(13) **DEVELOPER'S LIABILITIES :-**

- A. That the SECOND PARTY/DEVELOPER on entering this agreement accepts its responsibility for successful and timely completion by it of the proposed multi-storied building/apartment in best workmanship manner in accordance to terms and specifications provided in the sanctioned Building Plan.
- B. That therefore, any negligence and disregard of such responsibilities, subject to reasonable and all accidental causes, shall be its accountability.
- C. That in course of any stage of the proposed construction, if any mishaps, including collapse of any scaffolding or occurrence of any freak accidents, including death of any mason, labour etc., takes place, the same shall be fully tackled, negotiated and compensated by the SECOND PARTY/ DEVELOPER only and the FIRST PARTY/OWNER shall have no concern or liability over such matters and the DEVELOPER agrees to keep indemnified the FIRST PARTY/OWNER in this regard.

*Ator Approval*

For M. R. CONSTRUCTION COMPANY

*Mastabada Ator R.*

PARTNER

For M. R. CONSTRUCTION COMPANY

*Ator Approval*

PARTNER

(14) GENERAL TERMS :-

- (a) It be specifically mentioned that if for any technical problem or for matters related therewith or for any other reasons, the Building Plan submitted by the Developer to the Authority of Asansol Municipal Corporation for sanction is not duly sanctioned then this agreement including the General Power of Attorney shall become terminated the FIRST PARTY/OWNER. That further in that event immediately after being informed of the situation, the FIRST PARTY/OWNER shall return and refund the aforesaid security deposit unto the SECOND PARTY/DEVELOPER.
- (b) That the selling rate per square feet in favour of its intending purchaser/s, in respect of the proposed Residential Units/Shop Rooms/Flats, including semi-commercial units, Two Wheeler or Four Wheeler Parking Space or any other space, all following under the Developer Allocations shall be decided and settled by the SECOND PARTY only as per the prevalent market rates or as it may consider fit and proper.
- (c) That the last roof space or terrace of the proposed Multi-storied Building shall be common.
- (d) That the First Party shall always remain bound to sign and execute all papers and documents found to be necessary or for any other purpose by the Second Party/Developer in connection with any matter/matters, required to be done or whenever asked to do so in respect of matters covered by this agreement.
- (e) That all the cost and expenditure towards the payment to the private security agency for adequately securing the building materials, things and goods lying upon the scheduled property and belonging to the Developer from the date of commencement of work till the completion of the entire project shall be borne by the Second Party.

*Ajoy Agorwal*

For M. R. CONSTRUCTION COMPANY

*M. R. CONSTRUCTION COMPANY*

PARTNER

For M. R. CONSTRUCTION COMPANY

*Ajoy Agorwal*

PARTNER

- (f) That the cost and expenditure in respect of the building security and for regular maintenance of septic tanks, underground water reservoir, over-head tank, sewerage, drain pipe and water-pipes or other plumbing shall be borne by the Second Party till the completion of the entire project and thereafter such recurring costs and expenditure shall be proportionately shared by all the owners, occupiers of the building or the Association/ Society of the building, when so ever formed, including the Owner and the Developer, if they occupy any portion of the building.
- (g) That all common space, passages, pathways, stair-case, lift space, underground water reservoir, over-head tank, shall be jointly used by the First Party and the Second Party or by the people lawfully occupying and possessing the residential cum commercial Apartment/Building in or upon the scheduled mentioned property.
- (h) That the First Party shall render and extend all sorts of co-operation and assistance to the Second Party in the matter or in course of commencement, progress of the construction of residential cum commercial Apartment/ building in and upon the scheduled mentioned property.
- (i) That the Second Party is or shall be entitled to raise or receive loan or advance money from any person/institution/banking or non-banking institution by mortgaging any part or whole of the scheduled property below free from any objection of the First Party for the purpose of completion of the project.
- (j) That the FIRST PARTY/OWNER without any reasonable cause shall not interfere with the construction work being executed by the SECOND PARTY/ DEVELOPER.



*Ajoy Agarwal*

For M. R. CONSTRUCTION COMPANY  
M. R. CONSTRUCTION COMPANY  
PARTNER

*Ajoy Agarwal*  
For M. R. CONSTRUCTION COMPANY  
M. R. CONSTRUCTION COMPANY  
PARTNER

- (k) That the SECOND PARTY/ DEVELOPER shall enter into agreement/s for sale with its prospective purchasers in respect of any unit or Residential Flat, Shop Rooms, Godown Rooms or parking space/s of the proposed Multi-Storied building (excepting that under owners allocation) and accept all the advance/earnest money towards the consideration price and shall give effectual discharge for the same unto its intending purchaser/s.
- (l) That it be further mentioned that the SECOND PARTY/DEVELOPER after grant of the General Power of Attorney, described above, shall remain entitled to execute and present for registration all Deed/s of Sale in favour of the prospective Purchaser/s on receipt of full consideration money in respect of any of the built up commercial or residential units standing upon the scheduled property.
- (m) That the FIRST PARTY/OWNER declares that he is the absolute owner of the scheduled property and the same is free from all manners of defects or encumbrances, subject to matters as hereinabove provided.
- (n) That this agreement shall remain in full force until or unless it is rescinded, altered, modified or extended by the mutual deliberation of both the parties, however modification if made or if any shall be valid only when it is in written form and signed by both parties to this deed.
- (o) That each of the party to this deed shall be entitled to specific performance of act in accordance to the terms, conditions or stipulations made or that has been recorded in conformity to the recital made herein above and both of the parties shall be civilly liable, in terms of this agreement, within the jurisdiction of the Courts at Asansol, District Paschim Burdwan, West Bengal.

*Ajay Agarwal*

For M. R. CONSTRUCTION COMPANY

*Masaband M. R.*  
PARTNER

For M. R. CONSTRUCTION COMPANY

*Masaband M. R.*

(p) That this deed constitutes legal, valid and binding obligations on the part of both the parties and their respective heirs or successors and it further constitutes the entire agreement between the aforesaid parties and it revokes and cancels all previous discussions etc., between the parties, if any, concerning the matters contained herein, whether written, oral or implied. No alteration, additions or modifications hereto shall be valid and binding, unless the same are reduced to writing signed by both the parties.

Specification of Woks

Foundation : R.C.C. foundation

Superstructure: R.C.C. frame structure

Living/Dining Slab	: Floor	Premium quality vitrified tiles (2'x2') of or equivalent, Marble
All Bedrooms	: Walls	Polestar & Paris with two Card Perame
	: Floor	Premium anticked ceramic tiles of Somany or equivalent
Kitchen	: Walls	Glazed tiles of Somany or equivalent Up to 2ft. above the kitchen platform
	: Counter	Marbel
	: Sink	Stainless Steel
	: Floor	Anti skid Ceramic Tiles of Somany or equivalent. Glazed tiles or equivalent upto door height.
Toilet	: Walls	Glazed Ivory Colour of Parryware/
	: WC	Hindware or equivalent
	: CP fittings	Standard Quality of Jaguar/ESSCO/ESSESS or equivalent
	: Cistern	PVC, Ivory
Lobby	:	Ceramic tiles of Kajaria/Jhonson/Somany or equivalent
Door	:	Main door wooden paneled, other flush door
Window	:	Anodized aluminum sliding with M. S. Grills

*Aty Agarwal*  
 For M. E. CONSTRUCTION COMPANY  
*Mastubir Singh*  
 PARTNER  
 For M. E. CONSTRUCTION COMPANY  
*Aty Agarwal*

Electrical : All internal wiring in concealed conduits with ISI mark Copper along with wires and modular switches of Havell's/R.R. Cable or equivalent.

All bedroom with A.C. points, T.V., Telephone, Geysers, Chimney, Exhaust fan point at appropriate location.

### SCHEDULE

(above referred to)

In the District of Burdwan, Sub Division and Additional District Sub Registry Office Asansol, within MOUZA ASANSOL MUNICIPALITY, J. L. No. 20, Police Station Asansol, ALL THAT piece and parcel of 'Bastu' or Homestead Lands, measuring an area of 3360 (Three Thousand Three Hundred Sixty) square feet standing and situated upon R. S. Plot No. 22217 (Twenty Two Thousand Two Hundred Seventeen), together with recorded and mutated rights and title upon the adjacent lane all Classified "Gall" standing upon R. S. Plot No. 22216 (Twenty Two Thousand Two Hundred Sixteen) measuring an area of 320 (Three Hundred Twenty) square feet and standing upon R. S. Plot No. 22218 (Twenty Two Thousand Two Hundred Eighteen) measuring an area of 336 (Three Hundred Thirty Six) square feet and standing upon R. S. Plot No. 22219 (Twenty Two Thousand Two Hundred Nineteen) measuring an area of 168 (One Hundred Sixty Eight) square feet, all appertaining to R. S. Khatian No. 12200 together with the 32 years old Two Storied Building standing thereon, measuring a Covered Area of 700 (Seven Hundred) square feet on each floor, that is, measuring a total Covered Area of 1400 (One Thousand Four Hundred) square feet, along with all fittings, fixtures, electrical meter connection and water connection etc., with all easements, rights, paths, passages, liberties attached or appurtenant thereto.



Ajay Agarwal

For M. R. CONSTRUCTION COMPANY

M/s. Tabish M. R.

PARTNER

For M. R. CONSTRUCTION COMPANY

Opal Singh

PARTNER

The aforesaid property stands assessed as Municipal Holding No. 42 (39) and House No. 0170473, Nuruddin Road, Asansol, within the limits of Old Ward No. 17 and New Ward No. 43 of Asansol Municipal Corporation.

The aforesaid property stands butted and bounded in the following manner :-

ON THE NORTH : House of Ajay Khaitan.

ON THE SOUTH : Property of M/s. M. R. Construction Company.

ON THE EAST : Nuruddin Road.

ON THE WEST : Property of M/s. M. R. Construction Company.

Contd.p/19..



Left Hand



Little finger to fore finger



Thumb



Fore finger to little finger



Finger prints attested by me : *Ajay Agawal*



Left Hand



Little finger to fore finger



Right Hand



Fore finger to little finger



Finger prints attested by me : *Mastabade Ht R*



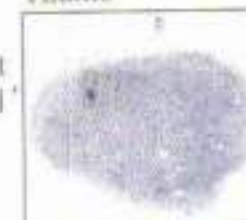
Left Hand



Little finger to fore finger



Right Hand



Fore finger to little finger



Finger prints attested by me : *Md. Rafique Anwar*



IN WITNESS WHEREOF both the above named parties do hereby sign and execute this Agreement for Development and Construction of Property on this 31<sup>st</sup> day of OCTOBER 2018 (TWO THOUSAND EIGHTEEN) at Asansol in presence of the following witnesses.

WITNESSES :-

1. Md Kalam Khan.

S/o. Lt. Md Sakin Khan,  
Basanti Bazar Asansol.  
713301.

2. Kanchan Datta

S/o Late Romfulul Datta  
of Bardhaman V.K. P.S. Area

SIGNATURE FIRST PARTY/ OWNER ✓

Ajoy Agomol

For M. R. CONSTRUCTION COMPANY

Mastabanda Saha

PARTNER

For M. R. CONSTRUCTION COMPANY

AK Jyoti

PARTNER

SIGNATURE OF THE SECOND PARTY

DEVELOPER

Drafted By :

Shibdas Datta

Shibdas Datta

Deed Writer

A. D. S. R. Office, Asansol.

Licence No. 42

N.B. : One A-4 paper sheets containing finger impressions of both the hands along with the colour photographs of both the First Party and the Second Party is annexed with this deed.

This deed consists of 1 No. stamp paper and 19 sheets of A - 4 size papers including the finger impression & photograph pasted paper sheet.



Directorate of Registration & Stamp Revenue  
e-Challan

19-201819-029371277-2

Payment Mode

Counter Payment

Date: 01/10/2018 11:03:33

Bank : United Bank

S6639896

BRN Date: 01/10/2018 00:00:00

DEPOSITOR'S DETAILS

Id No. : 02050001545582/2/2018

[Query No./Query Year]

Name : RAHUL RANA GUPTA

Contact No. :

Mobile No. : +91 9434177572

E-mail :

Address : S B GORAI ROAD ASANSOL

Applicant Name : Mr AJOY KUMAR AGARWAL

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹ ]
1	02050001545582/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	02050001545582/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	16021

Total

18042

In Words : Rupees Eighteen Thousand Forty Two only

## Major Information of the Deed

Deed No :	I-0205-08940/2018	Date of Registration	31/10/2018
Query No / Year	0205-0001545582/2018	Office where deed is registered	
Query Date	30/09/2018 9:24:43 PM	A.D.S.R. ASANSOL, District, Burdwan	
Applicant Name, Address & Other Details	AJOY KUMAR AGARWAL 16, LEIGHTON STREET, ASANSOL Thana : Asansol ( S ), District : Burdwan, WEST BENGAL, PIN - 713301, Mobile No. : 9434177572; Status : Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 16,00,000/-]		
Set Forth value	Market Value		
	Rs. 52,95,752/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article 48(g))	Rs. 16,021/- (Article:E, E. B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :

District: Burdwan, P.S.- Asansol, Municipality: ASANSOL MC, Road: Nuruddin Road, Mouza: Asansol Municipality

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-22217	RS-12200	Bastu	Bastu	3360 Sq Ft		37,33,335/-	Property is on Road
L2	RS-22216	RS-12200	Path	Path	320 Sq Ft		2,66,667/-	Property is on Road
L3	RS-22218	RS-12200	Path	Path	336 Sq Ft		2,80,000/-	Property is on Road
L4	RS-22219	RS-12200	Path	Path	168 Sq Ft		1,40,000/-	Property is on Road
		<b>TOTAL :</b>			<b>9.5883Dec</b>	<b>0 /-</b>	<b>44,20,002 /-</b>	
		<b>Grand Total :</b>			<b>9.5883Dec</b>	<b>0 /-</b>	<b>44,20,002 /-</b>	




### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1400 Sq Ft.	0/-	8,76,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 32 Years, Roof Type: Pucca, Extent of Completion: Complete  Floor No: 1, Area of floor : 700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 32 Years, Roof Type: Pucca, Extent of Completion: Complete					
	<b>Total :</b>	<b>1400 sq ft</b>	<b>0 /-</b>	<b>8,76,750 /-</b>	

Major Information of the Deed :- I-0205-08940/2018-31/10/2018

**Lord Details :**




Name,Address,Photo,Finger print and Signature

Name	Photo	Fingerprint	Signature
<b>Mr AJOY KUMAR AGARWAL (Presentant )</b> Son of Late GIRIDHARI LAL AGARWAL Executed by: Self, Date of Execution: 31/10/2018 , Admitted by: Self, Date of Admission: 31/10/2018 ,Place : Office			
	31/10/2018	LTI 31/10/2018	31/10/2018
16, LEIGHTON STREET, ASANSOL, P.O:- ASANSOL, P.S:- Asansol ( S ), Asansol, District:-Burdwan, West Bengal, India, PIN - 713301 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ACLPA9101H, Status :Individual, Executed by: Self, Date of Execution: 31/10/2018 , Admitted by: Self, Date of Admission: 31/10/2018 ,Place : Office			

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>M. R. CONSTRUCTION COMPANY</b> 1/45, DR M. N. SAHA ROAD, ASANSOL, P.O:- ASANSOL, P.S:- Asansol ( S ), Asansol, District:-Burdwan, West Bengal, India, PIN - 713301 , PAN No.: AANFM5800F, Status :Organization, Executed by: Representative

**Representative Details :**


Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
<b>Mr MADHABENDRA NATH ROY</b> Son of Late BAIDYANATH ROY Date of Execution - 31/10/2018, , Admitted by: Self, Date of Admission: 31/10/2018, Place of Admission of Execution: Office				
		Oct/31/2018 1:48PM	LTI 31/10/2018	31/10/2018
S B GORAI ROAD, OPPOSITE ASANSOL DISTRICT HOSPITAL, ASANSOL, P.O:- ASANSOL, P.S:- Asansol ( S ), Asansol, District-Burdwan, West Bengal, India, PIN - 713301, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AFZPR1750G Status : Representative, Representative of : M. R. CONSTRUCTION COMPANY (as PARTNER)				

Major Information of the Deed :- I-0205-08940/2018-31/10/2018



Name	Photo	Finger Print	Signature
<b>Mr. RAFIQUE ANSARI</b> Son of Late ABDUL JALIL ANSARI Date of Execution - 31/10/2018, , Admitted by: Self, Date of Admission: 31/10/2018, Place of Admission of Execution: Office			
	Oct 31 2018 2:01PM	L1 31/10/2018	31/10/2018
1/45, DR M N SAHA ROAD, ASANSOL, P.O:- ASANSOL, P.S.- Asansol ( S ), Asansol, District- Burdwan, West Bengal, India, PIN - 713301, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.: ACMPA3650J Status : Representative, Representative of : M. R. CONSTRUCTION COMPANY (as PARTNER)			

**Identifier Details :**

Name & address	
<b>Md ZAFAR KALIM KHAN</b> Son of Late MD SALIM KHAN BASTIN BAZAR, ASANSOL, P.O:- ASANSOL, P.S.- Asansol ( S ), Asansol, District- Burdwan, West Bengal, India, PIN - 713301, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , Identifier Of Mr AJOY KUMAR AGARWAL, Mr MADHABENDRA NATH ROY, Md RAFIQUE ANSARI	
	31/10/2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr AJOY KUMAR AGARWAL	M. R. CONSTRUCTION COMPANY-7.70001 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr AJOY KUMAR AGARWAL	M. R. CONSTRUCTION COMPANY-0.733334 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr AJOY KUMAR AGARWAL	M. R. CONSTRUCTION COMPANY-0.770001 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr AJOY KUMAR AGARWAL	M. R. CONSTRUCTION COMPANY-0.385001 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr AJOY KUMAR AGARWAL	M. R. CONSTRUCTION COMPANY-1400 00000000 Sq Ft

Major Information of the Deed :- I-0205-08940/2018-31/10/2018

**Endorsement For Deed Number : I - 020508940 / 2018**

**On 31-10-2018**

**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 13:00 hrs on 31-10-2018, at the Office of the A.D.S.R. ASANSOL by Mr AJOY KUMAR AGARWAL, Executant.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs. 52,96,752/-

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

Execution is admitted on 31/10/2018 by Mr AJOY KUMAR AGARWAL, Son of Late GIRIDHARI LAL AGARWAL, 16, LEIGHTON STREET, ASANSOL, P.O: ASANSOL, Thana: Asansol ( S ), City/Town: ASANSOL, Burdwan, WEST BENGAL, India, PIN - 713301, by caste Hindu, by Profession Business

Indetified by Md ZAFAR KALIM KHAN, , Son of Late MD SALIM KHAN, BASTIN BAZAR, ASANSOL, P.O: ASANSOL, Thana: Asansol ( S ), City/Town: ASANSOL, Burdwan, WEST BENGAL, India, PIN - 713301, by caste Muslim, by profession Business

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

Execution is admitted on 31-10-2018 by Mr MADHABENDRA NATH ROY, PARTNER, M. R. CONSTRUCTION COMPANY (Partnership Firm), 1/45, DR M. N. SAHA ROAD, ASANSOL, P.O:- ASANSOL, P.S:- Asansol ( S ), Asansol, District:-Burdwan, West Bengal, India, PIN - 713301

Indetified by Md ZAFAR KALIM KHAN, , Son of Late MD SALIM KHAN, BASTIN BAZAR, ASANSOL, P.O: ASANSOL, Thana: Asansol ( S ), City/Town: ASANSOL, Burdwan, WEST BENGAL, India, PIN - 713301, by caste Muslim, by profession Business

Execution is admitted on 31-10-2018 by Md RAFIQUE ANSARI, PARTNER, M. R. CONSTRUCTION COMPANY (Partnership Firm), 1/45, DR M. N. SAHA ROAD, ASANSOL, P.O:- ASANSOL, P.S:- Asansol ( S ), Asansol, District:-Burdwan, West Bengal, India, PIN - 713301

Indetified by Md ZAFAR KALIM KHAN, , Son of Late MD SALIM KHAN, BASTIN BAZAR, ASANSOL, P.O: ASANSOL, Thana: Asansol ( S ), City/Town: ASANSOL, Burdwan, WEST BENGAL, India, PIN - 713301, by caste Muslim, by profession Business


**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 16,021/- ( B = Rs 16,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 16,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/10/2018 12:00AM with Govt. Ref. No: 192018190293712772 on 01-10-2018, Amount Rs: 16,021/-, Bank: United Bank ( UTBI00CH175), Ref. No. S6639896 on 01-10-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-0205-08940/2018-31/10/2018

Stamp Duty  
that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/-  
= Rs 2,021/-  
Description of Stamp  
Stamp Type: Court Fees, Amount: Rs.10/-  
Stamp Type: Impressed, Serial no.489, Amount: Rs.5,000/-, Date of Purchase: 31/10/2018, Vendor name: K D  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 01/10/2018 12:00AM with Govt. Ref. No: 192018190293712772 on 01-10-2018, Amount Rs: 2,021/-, Bank:  
United Bank ( UTBI00CH175), Ref. No. S6639896 on 01-10-2018, Head of Account 0030-02-103-003-02

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

Major Information of the Deed :- I-0205-08940/2018-31/10/2018

02/11/2018 Query No:-02050001545582 / 2018 Deed No :- 020508940 / 2018, Document is digitally signed.

Page 27 of 78



of Registration under section 60 and Rule 69.

in Book - I

number 0205-2018, Page from 159680 to 159707

No 020508940 for the year 2018.



Digitally signed by HILLOL GHOSH  
Date: 2018.11.02 13:27:29 +05:30  
Reason: Digital Signing of Deed.

*Hillol Ghosh*

(Hillol Ghosh) 02-11-2018 13:27:17  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ASANSOL  
West Bengal.

(This document is digitally signed.)