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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Certified that the Endorsement Sheet's and the Signature Sheet's attached to this document are part of the Document.

(Handwritten signature)

Additional District Sub-Registrar
BURDWAN

16 AUG 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made at Purba Bardhaman this 16th day Of August, 2023

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 (Handwritten marks)

স্মারক নং 13101 তারিখ 14.8.23
ক্রেতা M/s Susanta Ghosh
স্বাক্ষর
স্থানের নাম 1000/- পূর্বা বর্ডহামান

কর্তৃপক্ষের নাম
স্থানের নাম
স্বাক্ষর
তারিখ 3.8.23
স্মারক নং- ১/২০০০-০৫

Srijit Ghosh

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BETWEEN

SMT. KAMALA DAS @ KAMALA RANI DAS (PAN: CLDPD7657Q), (Aadhar Card No. 9092 1063 6291), Wife of Sri Ajay Kumar Das, Daughter of Late Ananta Kumar Dey, by Nationality: Indian, by Caste: Hindu, by Profession : House Wife, resident of 5 No. Ichlabad, Chandmari Road, PO-Sripally, P.S-BardharmanSadar, District-Purba Bardhaman, West Bengal, PIN - 713103, West Bengal, herein after referred to as the LAND OWNER/VENDOR (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs executors, administrators, executors, legal representatives and assigns) of the party of the **FIRST PART**.

AND

M/S. SUSANTA GHOSH, (A sole proprietorship firm) (PAN : AGMPG3013B), having its registered office at Kalibazar West, PO-Burdwan, PS-BurdwanSadar, District-PurbaBardhaman, PIN -713101, represented by its sole proprietor MR.SUSANTA GHOSH, Aadhaar No. 907370128559, Son of RampadaGhosh, by Nationality: Indian, by Religion: Hindu, by Occupation: Business, resident of Kalibazar West, P.O.-Burdwan, P.S.-BurdwanSadar, District- PurbaBardhaman, PIN -713101, West Bengal, hereinafter called and referred to as "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART**.

WHEREAS the OWNER is absolutely seized and possessed the said property described in the "First" Schedule below and have acquired a good and indefensible right title interest & possession over the "First" schedule property.

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AND WHEREAS the "First" schedule property originally belonged to Laxmi Narayan Dey, who got the same by dint of a decree of Partition in connection with the Title Suit being No. 69 of 1970 of Ld. Civil Judge Senior Division Burdwan. While he was in possession, he transferred 17 Decimal of land with specific demarcation by virtue of a registered Deed of Sale being no. 1688 for 1980 of D.S.R. Burdwan in favour of Usarani Sarkar.

AND WHEREAS the said Usarani Sarkar being owner & in possession transferred 07 decimal of land out of "First" schedule property in favour of Kamala Rani Dey i.e. the present OWNER by virtue of a registered Deed of Sale being no. 6364 for 1980 of Joint S.R.O. Burdwan. Be it mentioned here that on the same date, the said Usarani Sarkar again transferred 07 decimal of land out of "First" schedule property in favour of Ananta Kumar Dey by virtue of a registered Deed of Sale being no. 6365 for 1980 of Joint S.R.O. Burdwan. That the name of Kamala Rani Dey @ Kamala Das is duly recorded in the L.R.R.O.R. being L.R. Khatian No. 1791 of Mouza: Ichlabad and the name of Ananta Kumar Dey was duly recorded in the L.R.R.O.R. being L.R. Khatian No. 1801 of Mouza: Ichlabad.

AND WHEREAS after the demise of Ananta Kumar Dey @ Anantalal Dey, his share over the "First" schedule property was devolved upon his widow Tarubala Dey and two Daughters namely Gita Dey & Kamala Das @ Kamala Rani Das i.e. the present OWNER. That the said Tarubala Das died on 30/03/1991 living behind her Two Daughters namely Gita Dey & Kamala Das @ Kamala Rani Das i.e. the present OWNER.

AND WHEREAS the said Gita Dey transferred her share eight annas share in respect of "First" schedule property in favour of her Sister Kamala Das @ Kamala Rani Das i.e. the present OWNER by dint of a registered Deed of Gift being No. 1495 for 2004 registered at the office of A.D.S.R. Burdwan.

AND WHEREAS Kamala Das @ Kamala Rani Das i.e. the present OWNER as absolute owner & in possession of the " First " schedule property desire to construct a multi-storied residential building containing several self contained



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flats/units/car parking spaces. But for want of time, experience and fund she is unable to proceed with such a project.

AND WHEREAS the OWNER is in need of an firm/person who would take up the project and start and complete the building by taking all sorts of steps for developing the said property and start and completing the proposed building by providing fund from his own source.

AND WHEREAS the DEVELOPER FIRM is engaged in civil construction and development of immovable properties. The OWNER has approached the DEVELOPER to take up the project and complete the same by providing fund from his own source.

AND WHEREAS the DEVELOPER FIRM represented by its proprietor, have agreed to take up the project for development of the said property and to provide funds for the said project thereupon and to start and complete the same.

AND WHEREAS the OWNER and DEVELOPER after due discussion over the modus operand and terms & conditions of development, they have mutually agreed to the terms and conditions of the development.

AND WHEREAS the DEVELOPER FIRM represented by it's proprietor, have agreed to enter this agreement on the representation of the OWNER that she is the absolute owner and in possession of the said property and is entitled to enter into this agreement.

AND WHEREAS for the construction of the Multi-Storied Residential Building containing several self-contained flats /unit/car parking spaces Ownership Building upon the same land (more fully and particularly described in the First schedule here under written), the developer approved Building plan to the Burdwan Municipality with the consent of land owner, in accordance with the building plan sanctioned by the Burdwan Municipality of PurbaBardhaman vide Sanction **The Building Permit No. SWS-OBPAS/1201/2023/0656 Dated 04/07/2023**, of the Project category G+IV residential Building Flats/Units/Car parking spaces, and the said project shall be known as "**AK HEIGHTS**", on terms that the developer would make construction of the proposed building and with the authority and power to procure the cost of construction



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from intending purchasers of Flats/Units/Car parking spaces of the proposed building on the said plot of land referred in the Schedule hereunder written at the costs and expenses of the developer. But necessary lack of experience and inadequate funds, the Owner are unable to proceed with such a huge project.

AND WHEREAS the DEVELOPER FIRM represented by its proprietor, have submitted a scheme for construction of multi-storied building consisting of several flats/units/parking spaces on the basis of sanctioned building plan, sanctioned by Burdwan Municipality on terms that the DEVELOPER would make development the "First" Schedule property and to construct the proposed multi-storied building and with the authority and power to procure intending purchasers of flats/units/parking spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the DEVELOPER and would also realize the cost of construction of the flats/units/parking spaces and common parts from the intending purchaser/purchasers directly for self and the cost of the proportionate share of interest in the land described in the "First schedule" mentioned hereunder and as would be proportionate to each such flat/unit/car parking spaces and common parts for and on behalf of the OWNER and upon receipt of such payment from the intending purchasers the DEVELOPER shall nominate the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchaser/purchasers to the said OWNER who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land together with flats/units/parking spaces.

AND WHEREAS the aforesaid OWNER have accepted the said proposal of the DEVELOPER and hereby agree to appoint the DEVELOPER for developing the property more fully described in the "First" schedule here under written by making construction of the proposed multi-storied building comprising several flats/units/car parking spaces whom the DEVELOPER would procure on his/its own and such intending purchaser/purchasers shall pay consideration money to

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the DEVELOPER for the Flats/car Parking Spaces, as well as undivided proportionate and impartibly share of the land out of the land described in the schedule hereunder written, measuring about 14 Decimal within R.S. Plot No. 869 corresponding to L.R. Plot No. 2458, L.R. Khatian No. 1791, Class: Bastu, Mouza: Ichlabad, J.L. No. 75, Mahalla: G.T. Road East End, P.O.-Sripally, P.S.-Burdwan Sadar in the District of Purba Bardhaman under Burdwan Municipality Ward No. 11, vide Holding No. 1, PIN – 713103, along with easement rights upon all common passages which is more fully and particularly described in "First" Schedule hereunder written hereinafter called and referred to as the said schedule property within in the jurisdiction at the office of the Additional District Sub-Registrar, Burdwan which is more fully written and hereinafter referred to as "said property".

AND WHEREAS the owner being desirous of developing the said properties into a multi storied residential building over the land with structure were in a look out to appoint a real estate developer for the same and approached the Developer and represented to the Developer as follows :

- a) The owners have the full absolute ownership right of the "First" schedule property.
- b) The said properties are free from all encumbrances, charge, liens, lispensens, mortgage, attachments and have no acquisitions or requisitions and/or any civil, criminal proceedings is/are not pending before any Learned Court under its Jurisdiction, claims and demands subject to bank liability.
- c) The owner have not entered into any agreement or contract with any person or persons / company or companies in connection with the said properties or any part thereof or its development / transfer prior to the execution of this agreement.

AND WHEREAS the owner is now intending to develop the said property and having no sufficient fund for deferring the cost of the development and also to meet other lawfully expenditure decided to develop the said property.



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AND WHEREAS the owners have been in search of person/persons competent to take over the charge of Development of the said property and construct a Multi-Storied Residential Building on joint venture basis.

AND WHEREAS due to various reasons, shortage of fund and of experience in the matter the land owner approached to Developer here in to construct make of a building unto and maximum height, permissible by the Burdwan Municipality and/or permitted in accordance with law.

AND WHEREAS the Developer has assured the owners that he has adequate funds, know how, expertise and all means to undertake development of the building in the manner agreed hereunder.

AND WHEREAS upon discussion and negotiations it was agreed between the parties that the owners would contribute their said properties for development and the Developer would develop the said properties at his own costs and expenses and the parties would be entitled to specific identified allocations in the building so developed by the Developer at the said properties on certain terms and conditions.

AND WHEREAS the parties do hereby record into written the terms and conditions agreed by and between them in connection with the development of the said properties of their respective allocations in the building and their respective rights and obligations in respect of the same as hereinafter contained.

AND WHEREAS the Developer Firm M/s. SUSANTA GHOSH, (A sole proprietorship firm) (PAN: AGMPG3013B), represented by its sole proprietor MR. SUSANTA GHOSH, Aadhar Card No. 9073 7012 8559, construct a Multi - Storied Residential Building on the said property as per the sanction plan sanctioned by the Burdwan Municipality in consideration of and / or the term and conditions here in after appearing.

AND WHEREAS the land owners of the said property has accepted the proposal of the Developer subject to the terms and conditions herein after explicitly described.

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AND WHEREAS the Land Owner and the Developer after details discussion over modus-operandi and all the terms and conditions in regard to construct a multi-storied residential building on the said property and the Owner having agreed to hand over the possession of the FIRST schedule mention property to the Developer Firm for development of the property under the terms and condition.

AND WHEREAS the Developer have submitted a scheme for construction of multi storied building consisting of several flats / units / parking spaces on the basis of sanctioned building plan. Sanctioned by Municipality on the terms that the Developer would make development the First schedule property and to construct the proposed multi-storied building and with the authority and power to procure intending purchasers of Flats / Units / car Parking Spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the Developer and would also realize the cost of construction of the Flats / Units / Parking Spaces and common parts from the intending purchaser / purchasers directly for self and the cost of the proportionate share of interest in the land described in the First schedule mentioned herein under and as would be proportionate to each such flats / unit / car parking spaces and common parts for and on behalf of the Land Owner and upon receipt of such payment from the intending purchasers the Developer shall nominate the intending purchasers for purchase of the undivided proportionate impartible and indivisible share or interest in the said land as would be proportionate to each such flat / unit / parking spaces agreed to be acquired by the intending purchaser / purchasers to the said owners who would execute proper sale deed / conveyance deed in respect of the said undivided impartible and indivisible interest in the land together with flat / unit / car parking spaces.

AND WHEREAS the aforesaid Owner have accepted the said proposal of the developer and hereby agreed to appoint the Developer for developing the property described in the First schedule hereunder written by making construction of the proposed multi-storied residential building comprising several flat / unit / car parking spaces whom the Developer would procure on his / its own and such intending Purchaser / Purchasers shall pay consideration money to



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the Developer for the flats / units / car parking spaces as well as undivided proportionate and importable share of the land out of the land described in the schedule hereunder written.

AND WHEREAS thus the said owner and the Developer entered into this agreement in order to develop the property more fully and particularly mentioned and described in the First schedule hereunder written and hereinafter referred to.

AND WHEREAS newly construction of flats / units / parking spaces shall be made over the First Schedule property, the developer from the authority concern and consent to that effect shall be given / accorded by the owner whenever required and owner shall bound to vacate the possession of the said residential building for successful implementation of newly residential flats upon getting sanctioned and approved multistoried building / flats.

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

OWNER:

Shall mean SMT. KAMALA RANI DAS @ SMT. KAMALA DAS (PAN : CLDPD7657Q), (Aadhar Card No. 9073 7012 8559), Wife of Sri Ajay Kumar Das, Daughter of Late Ananta Kumar Dey, by Nationality : Indian, by Caste : Hindu, by Profession : House Wife, resident of 5 No. Ichlabad, Chandmari Road, P.O.-Sripally, P.S.-Bardhaman Sadar, District- Purba Bardhaman, West Bengal, PIN - 713103, West Bengal,

DEVELOPER:

M/S. SUSANTA GHOSH, (A sole proprietorship firm) (PAN : AGMPG3013B), having its registered office at Kalibazar West, P.O.-Burdwan, P.S.-Burdwan Sadar, District-Purba Bardhaman, PIN -713101, represented by its sole proprietor MR. SUSANTA GHOSH, Aadhaar No. 907370128559, son of Rampada Ghosh, Indian by Nationality, Hindu by Religion, Business by Occupation, resident of Kalibazar West, P.O.-Burdwan, P.S.-Burdwan Sadar, District -Purba Bardhaman, PIN - 713101, West Bengal,

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THE PROPERTY:

ALL THAT the piece and parcel of homestead land measuring more or less 14 Decimal, District- Purba Bardhaman, P.S.-Burdwan Sadar, S.R.O. Burdwan, Mouza: Ichlabad, J.L. No.: 75, Sabak Khatian No. 475 (Four Hundred Seventy Five), L.R. Khatian No. 1791 (One Thousand Seven Hundred Ninety One) R.S. Plot No. 869 (Eight Hundred Sixty Nine), L.R. Plot No. 2458 (Two Thousand Four Hundred Fifty Eight), Classification Danga now Bastu, under Holding No.1, G.T.Road East End Mohalla, Ward No 11 within Burdwan Municipality,

BUILDING:

Shall mean and include the multi-storied residential building to be constructed at the premises mentioned in earlier paragraph.

BUILDING PLAN:

Shall mean such plan prepared by the Architect for the construction of the new multi-storied building to be constructed on the said land sanctioned by the Burdwan Municipality which include drawings, design, elevations and specifications as are prepared by the Architects including variations/modifications therein, if any.

ARCHITECT:

Shall mean such person or persons with requisite qualification and enlisted his firm who will be appointed by the Developer for designing and planning at the new multi-storied building.

COMMON FACILITIES & AMENITIES:

shall mean and include corridor, stairs, ways, paths, passages, water tank and other spaces and lift facilities what so ever required for the establishment, location, common use for enjoyment, provision, management and / or maintenance of the building as shall be determined by the Developer and the Owner of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Management Committee is formed and take charges of the said building and the purchasers of the flat

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proposed multi-storied building shall have the right enjoy the roof of the proposed building for all ceremonial occasion for maintaining TV Antenna and water reservoir.

NEW BUILDING:

The new building shall mean the newly constructed multi storied residential building to be constructed on the aforesaid premises by the Developer.

CONSTRUCTED SPACE:

Shall mean the space in the building available for independent use and the occupation including the space demarcated for common facilities.

OWNER'S ALLOCATION: shall mean the absolute right of the OWNER in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNER will be 45% of the F.A.R. area at the total constructed portion of the proposed multi-storied building as per sanctioned building plan approved / sanctioned by the Burdwan Municipality Dated 04/07/2023, and such proportionate 45% Car Parking area on the Ground Floor of the proposed multi-storied building over the First schedule property. TOGETHER WITH undivided proportionate share in the land under-neath and the common portions of the proposed multi-storied building and shall include proportionate percentage of undivided share and also common parts and facilities of each such flats / unit / car parking spaces as of owner allotted portion of construction with sufficient modern fittings & fixtures of the proposed multi storied building being the residential building in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied residential Building comprised with Residential

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Flats and Car Parking Spaces as per their respective share over land more specifically mentioned in the **First Schedule**, Here it must be mentioned that OWNER's share of 45% It is agreed by and between the parties herein that the owner shall have allocation of 45% in aggregate out of which the owner shall have a flat measuring more or less 806 sqft Built up area and more or less 1008 sqft super built up area, which is included with owner's 45% allocation, the flat **2nd Floor, Flat No. A1, more or less 806 sqft built up area and more or less 1008 sqft super built up area, along with one car parking space more or less 125 sqft on ground floor**, of the proposed Multi-Storied residential Building, and rest of the allocated portion of 45% sale out in favour of the prospective purchasers, which will be treated as a part and parcel of this Agreement.

DEVELOPER'S ALLOCATION:

Shall mean the absolute right of the DEVELOPER in regard to 55% of the F.A.R. area at the total constructed portion of the proposed multi storied residential building in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Building comprised with Residential Flats and car Parking Spaces as per their respective share over the entire **First Schedule** mentioned property including Flats/ Units and car Parking Spaces in all the floors except the OWNER'S ALLOCATION portion, the DEVELOPER will have exclusive right to enjoy 55% allocation as per its entitlement and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its as defined hereinabove.

Roof area which shall be the roof/roves directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the OWNER and DEVELOPER jointly, if the DEVELOPER obtains any further

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permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan and the OWNER shall financially contribute in respect of 45% of the total expenses for such plan and only if they contribute and aid financially then they have their allocation of 45% inclusive all right, title and interest in respect of such construction which means that the OWNER will get and obtain 45% allocation and the DEVELOPER also get and obtain 55% allocation from that particular floor or/and new construction portion. This agreement and which will be treated as a part and parcel of this agreement.

SALEABLE SPACE:

Shall mean in the new building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof.

COVERED AREA:

covered area shall mean and include the entire covered area as may be sanctioned by Burdwan Municipality and shall include the plinth area of flat / unit / parking spaces including of the bathroom, balconies & terrace apartment thereto and also the thickness of external and internal walls and pillars and the area at the common portions. Provided that, if any will be common between two units / flats / parking spaces then 1/2 (half) portion of the said wall shall be included in such unit / flat.

UNDIVIDED SHARE:

Shall mean the undivided proportionate share in the land attributable to the each flat / unit / parking spaces comprised in the said land and the common portions held by and / or herein agreed to be sold to the respective purchaser and also wherever the context permits.

TRANSFER:



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with its grammatical variations shall include transfer by possession by any other mean adopted for effecting what is understood as a transfer of space in multi-storied building to purchase thereof.

TRANSFeree:

Shall mean the firm, limited company, association or person to whom any may space in the building has been transferred or is proposed to be transfer.

WORDS:

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.

TIME:

shall mean the construction shall be completed positively within 36 months from the date of sanction plan sanctioned by the competent authority of the proposed building and due to any natural calamity or for any act of God and any health issues occurs in the interim period be extended not more than two years.

CO-OWNER:

the unit / flat owners mean and include any person who acquires, holds and / or owns any unit / flat / car parking in the building and that shall include the Developer for the unit / flat / car parking held by them from time to time.

FLATS / UNITS:

The flat / unit shall mean the flats or residential area, covered area, other space / spaces in the building, which is capable of being exclusively owned used and / or enjoyed by any flat / unit owners and which is not the common portion.

COMMON EXPENSES:

Common expenses shall mean and include all the expenses to be incurred by the flat / units owners for the management and maintenance / upkeep at the said building and the said premises for common purposes.

COMMON PORTIONS:

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Common portions shall mean all the common areas and installations to comprise in the said building and the premises, after the development including stair cases, lobbies, passage, pathways, boundary walls, entrance & exit gate service areas etc.

PROJECT:

the project shall mean the work of development work under taken to be done by the developer in pursuance of this agreement till the development to the First schedule property and the possession of the completed units / flats is taken over by the unit / flats owner, the project namely "AK HEIGHTS".

PROPORTIONATE SHARE:

With all its cognate variations shall mean such ratio, in which the covered area of any units / flats is in relation to the covered area of all the units / flats in the said building shall be distributed amongst the units / flats owner.

SUPER BUILDING AREA:

Shall mean in context to a unit / flat as the area of the unit / flat computed by adding an agreed fixed percentage of 25% to be built-up and / or the covered area of the unit / flat.

COMMON PURPOSES:

shall mean the purpose of managing and maintaining the building of the said holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the co-owners relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.

ADVOCATE:

shall mean the Advocate, who have prepared these presents and who shall prepare all legal documents regarding the development, construction, building promotion and erection and sale, transfer, grant, conveyance, demised, devise

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and provide of the premise in its parts and parcels and the building and the unit / flat therein, including the Deed of Conveyance/s thereof.

COMMENCEMENT

This agreement shall be deemed to have commenced with effect from the date of execution at this agreement.

The Owner has represented to the Developer as follows:

1. The owner is the sole, absolute owner of the said property at Mouza: Ichlabad, J.L.No.75, Mahalla: G T Road East End, PO- Sripally, P.S-Burdwan Sadar in the District of Purba Bardhaman under Burdwan Municipality, Ward No. 11 vide Holding No.1, PIN - 713103 more fully and particularly mentioned and described in the "First Schedule" hereunder written and herein after referred to.
2. That there is no arrear of taxes and/or other levies at impositions of the said property due and payable to any statutory authority.
3. The Owners shall supply all original documentary evidences in respect of the property to the Developer.
4. The owners shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the multi-storied buildings and pay all arrears of taxes and / or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
5. The Owner shall vacate the said property / premises after getting sanctioned plan from the competent authority and hand over the entire property to the Developer.
6. The Owners shall answer and comply with all requisition that may be made by the developer or by his Advocate for establishing the title at the owner in respect of the premises.
7. The Owners have handed over Khas, vacant, peaceful and physical possession entirely of the said property to the developer for the purpose of the execution of the said project.

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8. There are no suits and/or proceedings and/or litigations pending in respect of the premises or any part thereof.
9. No person other than the owner have any right, title or any interest of any nature whatsoever, in the aforesaid premises or any part thereof.
10. The right, title and interest of the owner of the above mentioned premises is free from all encumbrances whatsoever and the Owner have a good and marketable title thereto.
11. There are no Thika Tenants on the premises and the owners have no received any notice regarding any such claim or proceeding.
12. No part of the premises has been or is liable to be acquired under the Urban Land Ceiling and Regulation Act. 1976 and / or under any other law for the time being in force and no proceedings have been initiated or are pending in respect thereof. The owners shall not have any difficulty in obtaining all requisite clearances and permissions from the Land Ceiling Authorities for the development of the Premises in the manner envisaged hereunder.
13. The Owner shall take all necessary steps to co-operate with the developer so that the developer can get the delivery of the vacant and peaceful possession of all parts and portions of the First Schedule property.
14. The premises or any part thereof is at present not affected by any acquisition or requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceeding has been received or come to the notice of the Owners.
15. Neither the premises nor any part thereof have been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Water Tax, Revenue or any other Public Demand Recovery Act.
16. The owner have not in any way dealt with the premises whereby the right, title and interest of the owners as to the ownership, use, development and enjoyment thereof, is or may be affected in any manner whatsoever.



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17. There are no Debottor or Pirottor Property Wakf, Tombs, Mosques, Burial Ground or vested to the state of West Bengal or encumbrances relating to or on the premises or any part thereof.

18. The owner shall have no difficulty in obtaining Income Tax Clearance Certificate and/or any premises for the completion of the transfer of the Developer's Area to the developer and/or his nominee and/or otherwise in fulfilling their other obligations hereunder.

19. The owner shall not include in any activities which may be detrimental to the development of the said property and / or which may effect the mutual interest at the party. The owners shall provide all co-operations that may be necessary for successful completion of the project.

20. The owner are fully and sufficiently entitled into this agreement. The representations of the Owners mentioned hereinabove are hereafter collectively called the "SAID REPRESENTATIONS" and the Owners confirmed that the Said Representations are true and correct after satisfying and Relying on the Said Representations and/or the title of the owner the developer has agreed to develop the premises, and to complete the project, and do the works as and on the terms mention hereunder.

21. Both the parties herein shall have right in respect of ultimate top roof of the building being constructed herein as more fully mentioned in the schedule and also together with right over the roof.

THE DEVELOPER ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS: -

- 1) The Developer has vast experience sufficient infrastructure and sufficient money and enough competence to complete the building as per terms of this agreement within the stipulated period.
- 2) The Developer on good faith is satisfied with regard to the owner's title of the premises according to the oral assurance and representations made by the owner.
- 3) In case there is any damage to the building or unforeseen situation happens to any workman, laborers in course of construction, the Developer will

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personally liable for the same and shall indemnify the owners from all casts consequences and damage arising thereof.

4) The land owner shall not be liable for any act deeds and things on the part of the Developer regarding construction & development of the property.

5) All costs, charges and expenses for preparation of the Map or Plan to be sanctioned by the competent authority in the name of owner and construction of the multi - storied building and/or development of the premises, save as otherwise mentioned herein, shall be borne and paid by the developer, exclusively.

6) The developer shall be at liberty to do all works as be required for the project and to utilize the existing water and electricity connections in the premises at their own costs and expenses. The Developer shall have the right obtain temporary connection of utilities for the project and the owner shall sign and execute all papers and documents thereafter.

7) That the plans of the said building which includes the drawings, designs, elevations and specifications as are prepared by the Architects, including variations / modifications there in and duly sanctioned by the Burdwan Municipality.

8) The owner shall be entitled to periodically supervise the progress of construction of the said Multi-Storied Building over the property.

9) All applications, necessary permission certificate from all appropriate authority, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the developer on behalf of owners of the developer's costs and expenses and the Developer shall pay charges and bear all fees including Architects fees (Soil testing), plan sanction fee charge, etc. required to be paid or deposited for exploitation of the said property provided however that the Developer shall be exclusively entitled only to refunds or any of all payments and/or deposit made by the Developer.

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10) The Developer acting on behalf of the owners Attorney and shall from time to time submit all further plans and/or application and other documents and papers with the consent of the Architect and do all further acts. Deeds and things may be required or otherwise relevant for the purpose and/or otherwise to obtain all such clearance, sanction, permissions and/or authorities as shall be necessary for the construction of the building expeditiously and without delay.

11) That the Developer has every right to modify or alter the building plan and also have right to submit Supplementary Building Plan for the purpose of completion of construction of the Multi - Storied Building over the schedule property mentioned hereunder and if in any case any consent in writing or signature of the owners is required for the said purpose the owners shall sign the same and also shall co-operate in all matters in respect of getting supplementary sanction of Building Plan.

CONSIDERATION / COMPLETION

In consideration of the owner having agreed to permit the Developer to exploit the said property for multi-storied residential purposes and to construct, erect and build a new building in accordance with the plan to be sanctioned by the Burdwan Municipality in the name of the owner and in accordance with the specification and materials description of which are stated in details in "Third" schedule below. The materials to be used standard materials for all construction.

The entire cost of construction of the building or whatsoever nature shall be borne by the Developer such costs shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining other permissions and approvals. The owner shall not be required to contribute any amount in that regard.

The Developer shall obtained plan ... for sanction to the Burdwan Municipality and shall commence construction after obtaining sanction from the authority concerned. Except un avoiding circumstances the Developer shall complete the construction within 36 months from the date of sanction plan

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sanctioned by the competent authority and after completion of the building the Developer at the first instance shall hand over the Owner's 45% allocation in the proposed multi-storied building.

OCCUPANT

All the areas are to be vacated by the owners in all respect and cost and expenses for vacating the premises at first schedule property shall be borne by the developer himself and give permission to the Developer for the purpose of construction after getting sanction plan from the competent authority.

POSSESSION

- 1) The owner shall give free peaceful unencumbered possession of the aforesaid premises to the Developer after getting sanctioned building plan from the competent authority enabling the Developer to survey the entire premises and for making soil testing and preparation of the proposed building plan and for constructing proposed Multi - Storied Building on the said plot of land.
- 2) After getting / obtaining valid sectioned building plan from the competent authority, the owners shall put the Developer in the exclusive possession to the said property as agreed upon.
- 3) That the Developer shall be entitled to collect and realize consideration money for and on behalf of the owner from the intending purchasers for flats/units/car parking spaces, price of the undivided proportionate and importable share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common area.
- 4) That the Developer shall be entitled to collect the price of the undivided proportionate and importable share or interest in the said land and cost of construction so far it relates to his/their allocation.
- 5) The flat will not be considered as complete unless the Developer has given notice to this effect to the flat owners and said building shall be deemed to be completed in all regards on receipt of possession by each owner of the flats/units/car parking spaces.

Dr. N.



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- 6) That the said proposed Multi-Storied Building shall be used for residential purposes as be decided by the owner and the Developer.

DEVELOPER'S OBLIGATION

The Developer here by agree and covenant with the Owner:

1. The Developer shall complete the construction of the proposed building maintaining current amended by the competent authority.
2. The Developer do not violate and / or contravene any at the provisions of current amended building rules during construction of the building.
3. The Developer shall not make any deviation of sanctioned plan of the construction of the said building on the said holding over the First schedule property without consent of the Owner.
4. The Developer shall pay and bear all rates and taxes, electric charges for the property from the date of taking handover possession thereof for commencement of the project works till the date of final allocation to the respective flat owners.
5. The Developer shall not be entitled to transfer alienate or assign this agreement to any other person or persons for completion of constructions of this agreement and without any consent of the Owner.
6. That before execution of the sale deed/s, the draft of the same should be approved by the Owner and the Owner should be make party to convey the proportionate land of the respective flats of the Developer's Allocation.
7. The Developer shall complete the building within 36 months from the date of sanction plan sanctioned by the competent authority.
8. The Developer hereby agrees and covenants with the Owner not to violate or contravene any provision of law, regulation or rule applicable to construct of the Project. The Owner undertakes to act in good faith towards the Developer (and any appointed and / or designated representative) so that the project can be successfully completed.

OWNER OBLIGATION

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1. The Owner hereby agree and covenant with the Developer not to cause any interference or hindrance during the construction of the building of the said property by the Developer.
2. The Owner hereby agree and covenant with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling, assigning and / or disposing of any portion or portions of the Developer allocation portion in the building of the said property same and except the right of land.
3. The Owner hereby agree and covenant with the Developer not to let out grant, lease, mortgage and / or charges the allocation portion of the Developer in super built up construction but shall have all right to let out grant lease, mortgage and / or charges their each allocated portion to any person / persons, company / companies save and except the Owner's allocation.
4. The Owner shall sign and execute necessary application paper, documents and do all acts, deeds and things as may be required in order to legally and effectively vest on the Developer or its nominees in the said land for the purpose of constructing the project.
5. The Owner hereby further agree and undertake not to do any act deed or things whereby the Developer may be prevented from construction the proposed building and completing the same subject to the provision of clauses mentioned therein.
6. That during continuance of this agreement the Owners undertake to provide all sorts of help and need in favour of the Developer in smooth construction of flats and Owners under the obligations shall sign on the requisite papers and / or document according to the Developer requirement.
7. The Owner shall execute supplementary agreement with the Developer for any further amendment, alterations or modifications, which are not possible to be stated at present.
8. The Owner shall also execute Power of Attorney to empower the Developer to negotiate for sale of the proposed flats / units / car parking and other units at the best price available allotted in favour of the Developer and to

Dr. A.



(Signature)
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enter into an agreement for sale with the intending purchasers in the prescribed form and to execute the Sale Deed except the Owner's Allocation in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owners and to do all things, act deeds necessary to complete the registration of such documents before registering authority.

9. The Owner shall also execute Power of Attorney to empower the Developer to get an association of the flat purchasers in the said new building registered under the Societies Registration Act. or any other acts and for that purpose to get necessary forms applications signed by all the purchasers of flats and other premises and to file the same with the registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate and to engage any Advocate or Solicitor for the purpose of taking advice and for preparation and execution of documents required to be execute and to pay their fees.

10. No obstruction in dealing with Developer's Function:

The Owners covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its function under this agreement.

11. No obstruction in construction:

The owners covenant not to cause any interference or hindrance in the construction of the new building.

12. No dealing with said property:

The Owners covenants not to let out grant lease, mortgage and / or change the said property or any portion thereof same in the manner envisaged by this agreement.

13. That if and when the competent authority permits to extend any further floor over the existing multi-storied building, the ratio of the allocation the Owners and the developer will be same as on this day and the Owner will only be entitled to get their share either by flat area of the extended portion over the

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existing building or by the then market value for their allocation by executing a separate supplementary agreement.

14. The Owner will personally bear all costs relating to the ownership of their property and if any dispute arises regarding their ownership of the property at that time the Owner will bear all costs of the suit / case.

INDEMNITY

1. The Owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy their allocated portion without any interference, hindrance and / or disturbance provided the Developer job performance and fulfill and all singular the term and condition herein contained and / or its part to be observed and performed.

2. The Owner will get undivided 45% of the F.A.R. area of the total constructed portion of the proposed multi-storied residential building plan issued by competent authority and the undivided 45% car parking area on the Ground Floor of the proposed multi-storied building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts and facilities with sufficient modern fittings & fixtures and the Developer will get undivided 55% of the F.A.R. Area of the total constructed portion of the proposed multi-storied building as per sanctioned building plan issued by competent authority and the undivided 55 % car parking area on the Ground Floor of the proposed multi-storied building over the schedule mentioned property TOGETHER WITH undivided proportionate share in land and common parts of facilities with sufficient modern fittings & fixtures. The flat & car parking space will be specifically demarcated mutually after getting sanction plan and after executing separate supplementary agreement. That if and when the local authority permits to extend any further floor over the existing multi-storied building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owner will only be entitled to get their share either by F.A.R. of the extended portion over the existing building or by the then market value for their allocation by execution a separate supplementary agreement.

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3. The stamp duty registration charges and other expenses in connection with the preparation and execution of the deeds of conveyance and / or other documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees likewise the stamp duty registration charges and expenses in connection with the execution of the Deed of Conveyance and other documents relating to Owner's Allocation will be borne by the Owners or their nominee or nominees.

4. The Stamp duty, registration charges and expenses in connection with the preparation and execution of this Deed of Agreement and Power of Attorney shall be entirely borne by the developer or its nominees.

5. The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the project and including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

6. The Owners hereby indemnified and agrees to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.

DELIVERY OF POSSESSION

1. The Developer here by agrees to deliver possession of the owner's allocation after completing the building in all respect within 36 months from the date of sanction plan sanctioned by the competent authority. The Developer shall not incur any liability for any delay in the delivery at possession by reason of Civil Commotion or for any Act of God / Natural Calamities or pandemic / epidemic / other than any type of health issues occurs in the interim period or due to any injunction of prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to

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corresponding extension of further time of 18 months from the date of withdrawal of restriction order for delivery of the said owner's allocation or as the case may be.

2. That the owner shall execute deed/deeds in respect of the undivided share of interest on the land of such part or parts as shall be required by the Developer in favour of the Developer or its prospective Buyer/s as nominated by the Developer, which shall stand reduced proportionately in the event of further floors being sanctioned by the Competent Authority.

TERMINATION OF AGREEMENT

If the title of the said properties found to be defective encumbered, not marketable and bankable resulting in non execution of the project then in such circumstances the owners shall be liable to refund the adjustable and refundable security deposit along with other incidental expenses related to the said project to the developer, within 90 days from the date of notice of refund along with documentary proof in support of alleged defect and / or alleged encumbered status of the owners title in the said property in case the Developer fails to complete the project due to financial crisis except unavoidable circumstances in that event the amount paid by the other party to be forfeited. If both the parties fail to comply the terms and conditions of this agreement in that event, agreement to be terminated by execution of registered cancellation of Development Agreement.

FORCE MAJEURE

1) The parties hereto shall not in consider to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any Force Majeure and this contract shall remain suspended during the duration of such Majeure, if any.

2) Force Majeure shall mean, floods, earth quake, riot, war, storm, fire, tempest, civil commotion, strikes, lock out and or any other act or commission beyond the control or the parties hereto.

ARCHITECTS

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1. That for the purpose of the Developer of the said property the Developer shall alone be responsible to appoint Architects for the said building and the certificate given by the Architects regarding the materials to be used of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties.
2. The decisions of the Architect regarding the quality of the materials and also specification of the purpose of construction will be final, conclusive and binding on the parties.

MAINTENANCE

1. The Developer Firm **M/S. SUSANTA GHOSH** shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property from the date of handing over possession by the Owner till the Owners' Allocation is handed over after completing the building in all respect.
2. The Owners and the Developer from the date of delivery of possession of the Owners' Allocation, maintain their portion at their own costs in good repair and habitable condition and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common areas.
3. That after the said building is completed and the Owners' Allocation is delivered, the Developer Firm will form an Association with the Owner and Occupants of the various flats and form such Rules and Regulations as the Developer shall think fit and proper for the maintenance of the said building and the owner shall be liable to make payment proportionate share of the maintenance charges payable in respect thereof.
4. That until such Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the Common Service



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subject however to the owner making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof.

5. From the date of handing over the possession of the owner allocation the owner shall pay the Developer the service charges for the common facilities in the said building.

BREACH AND CONSEQUENCE

1) In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the other hand if the Owners fail to remove the encumbrances regarding the schedule property, the Owners will solely be responsible & liable for all financial loss & injury of the Developer.

2) In case the Developer fails to deliver possession of the proposed construction within the stipulated period mentioned herein above, then and in such event an extension of a maximum period of 18 months shall be granted to the Developer by owner.

3) If the Developer fails to carry-on the proposed work within the stipulated period, except by reason of civil commotion or for any Act of God / Natural Calamities or Pandemic / Epidemic / other than any health issues occurs or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building, the Owners shall be entitled to presume that the Developer is unwilling/unable to implement the construction project and shall be entitled to terminate this Agreement by a written notice to the Developer and to engage any other agency for completion of the project. The Developer shall also be liable to compensate the Owner any loss that may result to the Owner on account of such abandonment of the project work by the Developer.

4) It is clarified that in case the owner fail meet any obligation /responsibility, the developer will have the option to terminate this

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Agreement and receive simultaneous refund of the sum paid by the developer and all costs incurred hereunder by the developer.

Essence of Contract:

In addition of time the owner and the Developer expressly agreed that the mutual covenants and promises contained in this Agreement shall be the Essence of Contract.

PAPER AND DOCUMENTS

The owner shall hand over the Xerox copy of all the documents, settlement records, chain of title deeds regarding the plot of land, up to date Municipality Tax Receipt, land revenue receipts and other relevant documents as required to the Developer at the time of execution of this Present Agreement, the owner shall handed over the original documents relating of the "First" schedule mentioned plot of land upon obtaining proper receipts.

SPACE ALLOCATION

- 1) That the Owner will get 45% of the F.A.R. Area of the total constructed portion of the proposed multi-storied residential building as per sanctioned building plan issued by competent authority and the 45% Car Parking Area on the Ground Floor of the proposed multi-storied residential building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures AND the Developer will get 55% of the F.A.R. Area of the total constructed portion of the proposed multi-storied residential building as per sanctioned building plan issued by competent authority and the 55% Car Parking Area on the Ground Floor of the proposed multi-storied residential building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures.
- 2) The Owner and the Developer shall be entitled to deal with sale, transfer, grant lease and/or in any way dispose of their respective allotments and to receive, realize and collect all sale proceeds, rents, issues and profits

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arising there from and for which no further consent of the other party shall be required.

3) That if and when the local authority permits to extend any further floor over the existing Multi-Storied Building, the ratio of the allocation of the owner and the Developer will be same as on this day and the owner will only be entitled to get their share either by F.A.R. of the extended portion over the existing building or by their market value for their allocation.

ARBITRATION

In case of any dispute and difference or question arisen between the parties here to with regard to this agreement, the same shall be referred to the Arbitration under the provision of Indian Arbitration and Reconciliation Act and/or any other statutory modification and /or enactment if the disputes are not solved mutually.

JURISDICTION

Appropriate Court at Burdwan, District: Purba Bardhaman shall have the territorial Jurisdiction to try and entertain all disputes and actions, suit and proceedings arising out of this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID LAND)

ALL THAT THE PIECE AND PARCEL of homestead land measuring about 14 decimal, Mouza: Ichlabad, J.L. No.: 75, Sabak Khatian No. 475 (Four Hundred Seventy Five), L.R. Khatian No. 1791 (One Thousand Seven Hundred Ninety One), R.S. Plot No. 869 (Eight Hundred Sixty Nine), L.R. Plot No. 2458 (Two Thousand Four Hundred Fifty Eight), Classification: Danga now Bastu, Area more or less 14 (Fourteen) Decimal under Holding No.1, G T Road East End Mohalla, Ward No. 11 within Burdwan Municipality. District - Purba Bardhaman, P.S.-Burdwan Sadar, S.R.O. Burdwan.

On North - Police Firing Ground

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On East - 35 Ft. Chandmari Municipal Road

On South - House of Sadhan Roy

On West - Police Firing Ground

SECOND SCHEDULE ABOVE REFERRED TO

(Common Areas, Facilities and Amenities)

- 1) Open path and passages surrounding the building.
- 2) Space for water pump with motor and underground water reservoir and/or over head tank on the roof.
- 3) Staircase leading from the ground floor to the roof of the building and landings of the staircase.
- 4) Common user of roof.
- 5) Passage for entrance
- 6) Drains, Sewers and Pipes from the building to the Municipal ducts.
- 7) Water pump with motor and water distribution pipes.
- 8) Electrical wiring, fittings and other accessories for lighting for the staircase and other common area.
- 9) Common electric meter and meter spaces
- 10) Common user of the main entrance gate of the building
- 11) Compound walls of the building
- 12) Septic Tank
- 13) Lift and Power Back UP

THIRD SCHEDULE ABOVE REFERRED TO

(Details specification of construction of Flats)

Foundation : RCC Foundation and framed structures for ground plus all floors with quality materials.

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- Walls** : All external wall will be of 250 mm and the internal wall will be of 125 mm.
- Floors** : All flooring shall be completed with marble.
- Skirting** : 150 mm skirting
- Plaster** : Cement plaster to be done by medium course sand and for outer wall and inner wall ratio of cement and sand will be of 1:5 and for ceiling plaster will be of 1:4; the out side and inside walls of the entire building will have 20 mm (average) thick plaster and ceiling and other concrete surface will have 15 mm (average) thick plaster.
- Frames** : All the frames will be of Shal Wood except toilet block / bathroom.
- Door** : All doors are provided by good quality commercial flash door and toilet block / bathrooms door will be provided by PVC door including PVC Frames and all doors will provided with locking arrangement.
- Windows** : All windows are three way/two way Aluminum channel with G-locking system.
- Painting** : All the internal wall surfaces and the ceiling will be finished with putty. The external wall surfaces will be finished with Wheatear Coat or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with priming coat.
- Kitchen** : Granite finished cooking platform and steel sink along with glazed tiles up to 900 mm height above the kitchen platform and marble flooring and also one point Bib Cock will be provided in the kitchen.

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- Toilet** : Each toilet will be provided white porcelain Western Commode with cistern along with two water tap, one shower and tiles fittings in the wall and marble flooring at the bathroom.
- Sanitary Plumbing** : Standard sanitary fittings and fixture including PVC Pipes will be provided.
- Water supply** : Water will be provided in each floor of the said building through supply line from overhead / under ground tank / reservoir.
- Hardware fitting & fixtures** : All the hardware fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like hatch bolts, rings etc. complete. Door buffers will be fixed in every door.

ELECTRIFICATION :

All the internal and outside main line wiring shall be concealed and shall be of good quality copper wires with PVC concealed and all the switches will be of good quality.

Each Flat will have the following Electrical Point :

- Each Bed Room** : Three light points, one plug point, one Fan point and one Bed - Switch point.
- Living-Cum-Dining Room** : Three light points, one Dining space Fan point, one plug point, one TV point.
- Kitchen** : One light point, one Power point, one Exhaust Fan point.
- Toilet 1** : One light point, one Exhaust Fan point.
- Toilet 2** : One light point, one Exhaust Fan point.
- Balcony** : One light point

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- Dining** : One Basin
- Balcony** : Balcony will be finished as 800 mm Brick work at out side and other then the Steel or Grill work will be done.
- Extra Work** : Any Extra work other than our standard schedule shall be charged extra.

IN WITNESS WHERE OF the parties hereto have here unto set and subscribed their respective hands and seals to these presents on the day, month and year first above written.

WITNESS:

1. Pijus Datta
SOUKAR DUTTA
KORON, SOLEM
BIRAM
713402

2. Rakhi Pal
D/O AJAY K. R. DAS
HOOGLY 712103

Kamala Das @ Kamala Rani Das
Kamala Rani Das @ Kamala Das

SIGNATURE OF THE OWNER

M/S, SUSANTA GHOSH

Susanta Ghosh

Proprietor

SIGNATURE OF THE DEVELOPER

**Drafted by me & typed in my
office:-**

Sanchita Choudhury

Sanchita Choudhury

Advocate

Burdwan District Judge's Court, Burdwan

Enrolment No. F/1053/849/2012



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**Additional District Sub-Registrar
BURDWAN**











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Right Hand	Thumb	Index	Middle	Ring	Little
					



Kamala Rani Das @ Kamala Das











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Right Hand	Thumb	Index	Middle	Ring	Little
					



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Singnature: Susanta Ghosh

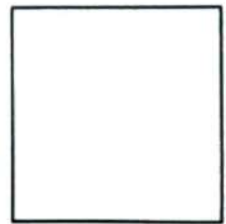
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P. S. Datta

Singnature: P. S. Datta

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Right Hand	Thumb	Index	Middle	Ring	Little



Singnature:



Additional District Sub-Registrar
BURDWAN

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TAX DEPARTMENT

KAMALA DAS

ANANTA KUMAR DEY

05/03/1965

Income Tax Account Number

CLDPD7657Q

Kamala Das

Signature



भारत सरकार
GOVT. OF INDIA



18032016

इस कार्ड के खोने / पाने पर कृपया सूचित करें / सूटिंग
आपका पैन सेवा कार्ड, एन एस डी एल
5 वी मजिस्ट, मजी स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016

If this card is lost / someone's lost card is found,
please inform / return to :
Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

Kamala Rani Das @ Kamala Das

भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India



E-Aadhaar Letter

ভালিকাভুক্তির নম্বর/Enrolment No.: 1058/20112/02646

Kamala Das (কমলা দাস)

তথ্য

W/O: Ajoy Kumar Das, 5 NO ICHHLABAD,
CHANDMARI ROAD, BARDDHAMAN, Burdwan,
Bardhaman,
West Bengal - 713103

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন
- এটা এক ইলেক্ট্রনিক প্রক্রিয়ায় তৈরী পত্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
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আপনার আধার সংখ্যা/ Your Aadhaar No.:

9092 1063 6291



আধার-সাধারণ মানুষের অধিকার

Signature valid

Digitally signed by Ajoydeep Bhardwaj
Date: 2014.12.15 10:30:15T



- সারা দেশে মানা
- আধারের জন্য আপনার একবারই ডালিকাভুক্তি করার আবশ্যিকতা আছে।
- অনুগ্রহ করে আপনার বর্তমান মোবাইল নম্বর এবং ই-মেইল ঠিকানা পরীক্ষিত করুন। এতে ভবিষ্যতে আপনার বিভিন্ন সুবিধা পাওয়া সহজ হবে।

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भारत सरकार
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



কমলা দাস
Kamala Das
জন্মতারিখ/ DOB: 05/03/1965
মহিলা / FEMALE



ঠিকানা:

W/O: অজয় কুমার দাস, 5
নং ইচ্ছালাবাদ, চাঁদমারী রোড,
বর্ধমান, বর্ধমান, বর্ধমান,
পশ্চিমবঙ্গ - 713103

Address:

W/O: Ajoy Kumar Das, 5 NO
ICHLABAD, CHANDMARI ROAD,
BARDDHAMAN, Burdwan,
Bardhaman,
West Bengal - 713103

9092 1063 6291

9092 1063 6291

আধার-সাধারণ মানুষের অধিকার

Aadhaar-Aam Admi ka Adhikar

Kamala Rani Das @ Kamala Das

भारत सरकार
GOVT. OF INDIA



Account Number
G3013B

In case this card is lost / found, kindly inform nearest to
Income Tax PAN Services Unit, UTUSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यदि कार्ड खो जाने पर कृपया नजदीक का/संगततः
आपका पैन सेवा एकाई, UTUSL
प्लॉट नं. 3, सेक्टर 11, नवी मुंबई, महाराष्ट्र
पिन संख्या - 400 614

Susanta Ghosh

ভারত সরকার
GOVERNMENT OF INDIA
S/O: Pampada Ghosh
সংক্রান্তি DOE 19/11/1978
পালক: Male



9073 7012 8559

- সাধারণ মানুষের অধিকার

ভারত সরকার
GOVERNMENT OF INDIA

সংক্রান্তি
S/O: পম্পদা ঘোষ, পূমতি
নিমাণ নিশান: 113 রত্নালয়, রাসা
/ বাজপথ / গলি: কাশীনাডাম
পশ্চিম, পঞ্চদিকৈক টিলা: বর্ধমান,
গ্রাম/উপনগর/নগর: বর্ধমান
(এম), জেলা: বর্ধমান, পোস্ট:
সান্দিকান বর্ধমান, রাজ্য: পশ্চিম
বঙ্গ, পিন-কোড: 713101

৯০৭৩ ৭০১২ ৮৫৫৯
S/O Pampada Ghosh
House/Bldg/Apt 113
RATNALAYA, Street/Road/Lane
KALIBAZAR WEST, Landmark
BURDHWAN, Village/Town/City
Barddhaman (m), District:
Barddhaman, P O Burdwan,
713101
State West Bengal, PinCode:
713101

9073 7012 8559



1947
1000 JOC 1947



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Susanta Ghosh

भारत सरकार
Government of India



Pijus Dutta
DOB 06/05/1994
MALE

03/09/2015

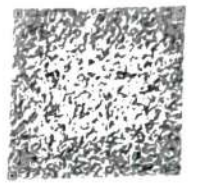
8657 9987 0635

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address: S/O Ujjay Dutta Karori
Bardhaman, West Bengal 713407



8657 9987 0635



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Pijus Dutta

Major Information of the Deed

Deed No :	I-0203-06666/2023	Date of Registration	16/08/2023
Query No / Year	0203-2002084460/2023	Office where deed is registered	
Query Date	15/08/2023 11:42:08 AM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	SANCHITA CHOWDHURY BURDWAN JUDGES COURTS, Thana : Bardhaman District : Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No : 7908113887, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,14,54,547/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		



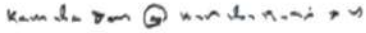
Land Details :

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Chandmari Road, Mouza: Ichhlabad, ,
 Ward No: 11 JI No: 75, Pin Code : 713103

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Bastu	Bastu				
L1	LR-2458 (RS :-)	LR-1791	Bastu	Bastu	14 Dec	1/-	1,14,54,547/-	Width of Approach Road: 35 Ft.,
Grand Total :					14Dec	1 /-	114,54,547 /-	

Lord Details :










Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Smt KAMALA DAS, (Alias: Smt KAMALA RANI DAS) (Presentant) Wife of Shri AJOY KUMAR DAS Executed by: Self, Date of Execution: 16/08/2023 , Admitted by: Self, Date of Admission: 16/08/2023 ,Place : Office			
16/08/2023	LTI 16/08/2023	16/08/2023	
5 NO ICHLABAD CHANDMARI ROAD, City:- Not Specified, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CLxxxxxx7Q,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 16/08/2023 , Admitted by: Self, Date of Admission: 16/08/2023 ,Place : Office			




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MS SUSANTA GHOSH KALIBAZAR WEST, City:- Not Specified, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 , PAN No.:: AGxxxxxx3B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri SUSANTA GHOSH Son of Shri RAMPADA GHOSH Date of Execution - 16/08/2023, , Admitted by: Self, Date of Admission: 16/08/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Aug 16 2023 12:32PM</td> <td>LTI 16/08/2023</td> <td>16/08/2023</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Shri SUSANTA GHOSH Son of Shri RAMPADA GHOSH Date of Execution - 16/08/2023, , Admitted by: Self, Date of Admission: 16/08/2023, Place of Admission of Execution: Office				Aug 16 2023 12:32PM	LTI 16/08/2023	16/08/2023	
Name	Photo	Finger Print	Signature										
Shri SUSANTA GHOSH Son of Shri RAMPADA GHOSH Date of Execution - 16/08/2023, , Admitted by: Self, Date of Admission: 16/08/2023, Place of Admission of Execution: Office													
Aug 16 2023 12:32PM	LTI 16/08/2023	16/08/2023											
KALIBAZARA WEST, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx3B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : MS SUSANTA GHOSH (as SELF)													

Applicant Details :

	Photo	Finger Print	Signature
ADARSH DUTTA Son of UDAY DUTTA KARARI, City - , P.O.- SADDYA, P.S.- Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713101			
	16/08/2023	16/08/2023	16/08/2023
Identifier Of Smt KAMALA DAS, Shri SUSANTA GHOSH			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt KAMALA DAS	-6.3 Dec
2		-7.7 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Chandmari Road, Mouza: Ichhlabad, ,
 Ward No: 11 JI No: 75, Pin Code : 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2458, LR Khatian No:- 1791	Owner: कमला रानी दस, Gurdian: अजय कुमार दस, Address: निज , Classification: डासा, Area: 0.14000000 Acre,	Smt KAMALA DAS

16-08-2023

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

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

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

Presented for registration at 11.45 hrs on 16-08-2023, at the Office of the A.D.S.R. Bardhaman by Smt KAMALA DAS Alias Smt KAMALA RANI DAS, 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 1,14,54,547/-

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

Execution is admitted on 16/08/2023 by Smt KAMALA DAS, Alias Smt KAMALA RANI DAS, Wife of Shri AJOY KUMAR DAS, 5 NO ICHLABAD CHANDMARI ROAD, P.O: SRIPALLY, Thana: Bardhaman , , Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession House wife

Indetified by PIJUSH DUTTA, , Son of UDAY DUTTA, KARARI, P.O: SADDYA, Thana: Bardhaman , , Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others

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

Execution is admitted on 16-08-2023 by Shri SUSANTA GHOSH, SELF, MS SUSANTA GHOSH (Sole Proprietoship), KALIBAZAR WEST, City:- Not Specified, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by PIJUSH DUTTA, , Son of UDAY DUTTA, KARARI, P.O: SADDYA, Thana: Bardhaman , , Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14.00/- (E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2023 11:08AM with Govt. Ref. No: 192023240171368601 on 16-08-2023, Amount Rs: 14/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 327457903 on 16-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,010/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 19,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 13101, Amount: Rs.1,000.00/-, Date of Purchase: 14/08/2023, Vendor name: Sanjay Acharyya

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2023 11:08AM with Govt. Ref. No: 192023240171368601 on 16-08-2023, Amount Rs: 19,010/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 327457903 on 16-08-2023, Head of Account 0030-02-103-003-02



Sanjit Sardar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2023, Page from 176833 to 176879
being No 020306666 for the year 2023.



Digitally signed by SANJIT SARDAR
Date: 2023.08.17 15:47:39 +05:30
Reason: Digital Signing of Deed.

Sanj

(Sanjit Sardar) 2023/08/17 03:47:39 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.

(This document is digitally signed.)