SLNO - 915/24

I-951/2024

भारतीय गैर न्यायिक

एक सौ. रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 959641

Certified that the document is admitted to Registration. The signature sheet and the endorsement sheets attached with this document are the Part of this document.

ADDL. DIST. SUB-REGISTRAR
BISHNUPUR, BANKURA

07 MAR 2024

DEVELOPMENT AGREEMENT AND CONSTRUCTION

AGREEMENT

THIS INDENTURE OF DEVELOPMENT AGREEMENT IS MADE

THIS 7th the day of MARCH, 2024

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Dilip kumar Dutta

BETWEEN

1. **SRI SANAT KUMAR SAMANTA, son of Late Sushil Kumar Samanta, PAN NO.ALMPS4619N, Aadhaar No.2952 4881 5955,** by Religion/faith-Hindu, by profession-Retired PSU Executive, at present residing at A-131, Arjun Park, Post office- Mukundapur, Police Station- Narendrapur P.S, Kolkata-700099, District-South 24-Parganas, State-West Bengal.

2. **SRI SUBHRO SAMANTA, son of Late Sushil Kumar Samanta,** byReligion/faith - Hindu, **PAN- APUPS4471C,Aadhaar No.5603 0543 5823,**by profession- Service, at present residing at-204A, Sri Ram Kunj Apartment, Road No- 4, Mahesh Nagar, Post office- Kesri Nagar, Police Station- Patliputra P.S., District- Patna- 800 024 State-Bihar.

3. **SRI MIHIR SAMANTA, son of Late Dipak Samanta, PAN-CHFPS6500R,**Aadhaar No.-**7482 6901 5204**, by Religion/faith - Hindu,by profession- Service, at present residing at - 204A, Sri Ram Kunj Apartment, Road No- 4, Mahesh Nagar, Post office- Kesri Nagar, Police Station- Patliputra P.S., District- Patna- 800 024 State- Bihar.

Having Permanent residence of the All the Owners are Bailapara (Near State Bank Of India), Post Office- Bishnupur, Police Station- Bishnupur P.S, District– Bankura, Pin Code-722122, State-West Bengal.

Hereinafter collectively referred to as the **"LANDOWNERS"** (which expression shall unless the context otherwise requires, include her successors and assigns) of the **FIRST PART.**

AND

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"BISHNUPUR HIGHRISE LLP" (PAN No.- AAVFB7204J), a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office, at BISHNUPUR SREEMOYEE AUTOMOBILES (YAMAHA SHOW ROOM), RASIKGANJA, P.O.- BISHNUPUR DIST- BANKURA, PIN- 722122-**Represented by its Partners namely,**

1. **SRI ANKUR LODHA(PAN- ABYPL1796P, Aadhaar No.-5163 5499 3115)** S/o Lt. Kamal Kishore Lodha, by cast- Hindu, by profession- Business residing at Salboni, P.O.+P.S.- Salboni. Dist.- Paschim Medinipur, FIRST PARTY (each of them hereinafter called the Partner).

2.SRI ASHIS KUMAR MAKUR(PAN- AECPM5704M, Aadhaar No.- 7012 5921 6018) S/o Bankim Chandra Makur, by cast- Hindu, by profession- Business residing at Rasikganj, Bishnupur Dist.- Bankura, (each of them hereinafter called the Partner).

Hereinafter referred to as the **"DEVELOPER"** (Which terms orexpression shall unless excluded otherwise repugnant to the context orsubjectto this **DEVELOPMENT OR CONSTRUCTION AGREEMENT** shall deemed to mean andincludeits Partners, Successors-in-office, and their respectiveheirs, executors, assigns, administrators,representatives and agents) of the **SECOND PART.**

In this Agreement, the expression 'Landowners' and 'Developer' wherever context so permits are collectively referred to as the 'parties' and individually as a 'party'.

WITNESSETH

That the LANDOWNERS/ FIRST PARTY are the owners of 0.11 Acre of their Bastu property within Mouza– Bishnupur Municipality, J.L. No. – 101, L.R. Plot No. 10011 as in schedule below hereinafter

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referred as **'Said Property'**. The **'Said Property'** previously belonged to Lt. Bangalakshmi Samanta (Expired on 30th December 1992) whileshe possessedthe schedule mentioned property.She used to exercise her rights, title interest and possession over the same and used to pay rent.Thereafter her death, her Husband (Shri Sushil Kumar Samanta) and three sons became the owners. Thereafter, the death of Sri Sushil Kumar Samanta (Expired on 25.06.2011) and his eldest son Sri Dipak Kumar Samanta (Expired on 25.04.2007) following are the present owner (Of 0.11 Acre): 1. Sanat Kumar Samanta (Second son of Late Smt. Bangalakshmi Samanta and Late Sri Sushil Kumar Samanta) 2. Sri Subhro Samanta (Youngest son of Late Smt. Bangalakshmi Samanta and Late Sri Sushil Kumar Samanta)and 3. Sri Mihir Samanta (son of Late sri Dipak Samanta). They being the only legal heirs of the said property in equal share and remained in possession of the same jointly. The names of the LANDOWNERS / FIRST PARTY have been recorded in the L.R.R.O.R as owner's possessors of the land and they have been paying rents to the State of West Bengal against receipts and are paying taxes to the Municipality.

AND

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That 0.11 Acre of land under Plot No. 10011 & 0.1319 Acre of land under Plot Nos. 10012, 10014, 10074 & 10075 stand side by side and adjoining to each other. The owners of the said 0.2419 Acre of land in Plot Nos. 10011 10012, 10014, 10074 & 10075 are Mihir Samanta, Sanat Kumar Samanta, Subhra Samanta, Gita Datta and Anindita Datta, Abhay Kumar Datta, Pranati Dutta, Arnob Dutta and Aparajita Dutta. All of them have agreed to develop their respective lands by amalgamating the same with each others property and through the selfsame developer i.e.**BISHNUPUR HIGHRISE LLP**. Separate development Agreements are being executed in between the Developer and each of the above mentioned owners.

AND

THAT the LANDOWNERS/FIRST PARTY declared to develop the property as in 'Schedule-I' below by engaging Developer and promoter as they do not have sufficient funds for the purpose at Development and promoting and he requested the DEVELOPER SECOND PARTY being the Developer and Promoter for the purpose by investing their own money and the DEVELOPER SECOND PARTY

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have agreed to develop the land by making construction of multi-storied residential building on the land by taking permissions from authorities and agreed to do the work on the terms and conditions as specifically mentioned below. Accordingly the parties hereunto do hereby agree to the following terms and conditions for construction of the multi-storied building:

Definition Clause:-

AND WHEREAS in this indenture, unless there something contrary or repugnant to the subject or context.

i) **Developer**: shall mean **M/S BISHNUPUR HIGHRISE LLP**, a Partnership Firm and its successors in office, administrators, representative, nominees and assigns as the case may be.

ii) **Building** shall mean the residential multi-storied building or buildings to be constructed at the '**Said Property**' with necessary structures in accordance with the plan to be sanctioned by Bishnupur Municipality and other appropriate authorities for construction on the said premises and shall include the two Wheeler/four wheeler parking and other space intended for the building to be enjoyed by the occupants and as per such terms and conditions as may be agreed upon with them.

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iii) **Owners** and developer shall include their respective transferees and nominees.

iv) **Architect**, Surveyor, Civil Engineer etc. shall be appointed by the DEVELOPER SECOND PARTY.

v) **Premises**: shall mean all that piece and parcel of land measuring 0.11 Acre more fully described in the First Schedule hereunder written.

vi) **Common Facilities and Amenities**: shall include staircase, landing, Lift, passage including both front and rear space, ways, pump room, Drain side spaces, driveways etc. which shall be required for the establishment and management of the building as shall be determined by the architect/Civil Engineer of the Project but shall not include open & covered in four wheeler garages and/or four wheeler parking spaces in the ground floor or basement.

vii) **Constructed** space shall mean the space in the building available for the independent use and occupation including

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the space demarcated for common facilities and services as per Sanctioned plan.

viii) **Maintenance Charges**: shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the Flat Owners of the said building.

ix) **Flats** shall mean the saleable area consisting of bed room, living room, bathroom, kitchen, balcony etc and other common portions which consists super built up area.

x) **Owners' allocation** shall mean 40% in the constructed area. An amount of Rs.24,00,000/- (Twenty Four Lakhs) to be given by the DEVELOPER SECOND PARTY to the OWNERS FIRST PARTY. The said Rs.24,00,000/- (Twenty Four Lakhs only)shall be refunded by the Owners at the time of delivery of Owners' Allocation. Except the above mentioned share and money, the OWNERS FIRST PARTY shall not claim any other money or flats or Shop room constructed area from the DEVELOPER SECOND PARTY.

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The same specifically described in the schedule as Schedule II below.

i) **Developers' allocation** shall mean the rest of the saleable area (excluding the Owners' allocation) along with Roof right together with undivided proportionate share in the land comprised in the premises and right over the land underneath and the common areas and facilities. Ultimate Roof will be common for all the Flat Owners.

ii) **Bank** shall mean the organization accepting for the purpose of lending or investment or deposit the money from the public, repayable on demand or otherwise and the withdrawal by cheque, draft, cash, Payorder or otherwise;

iii) **Transfer** with its grammatical variation shall include transfer of space in multistoried building and Transfer of Property Act 1882;

iv) **Transferee** shall mean a person or persons has been agreed to be transferred;

v) **Common Areas and Installations**: shall mean and include the common areas installations and facilities comprised in

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and for the premises for common use and enjoyment of the co-owners;

vi) **Common Expenses**: shall mean and include all costs charges expenses and remuneration for the maintenance management up keeping and administration of the premises and in particular the common areas and installations, rendition of common services in common to the co-owners and/or expenses for the common purposes including proportionate Share in Municipal Taxes and other statutory charges relating to the land and building of the instant property;

vii) **Saleable Area**: shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and all spaces required thereof.

viii) **Common Purposes**: shall mean and include corridors, staircase ways passages, shafts, drain, septic tanks, electrical room, Lift(s), watchman room and other space, spaces and facilities for the purpose of managing maintaining up-keeping and administering the premises

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and in particular the common areas and installations, rendition of common services in common to the co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial exclusively and the common areas and installations in common and the housing complex in common.

ix) **Carpet Area**: according to the context shall mean the actual available floor area wall to wall within the internal area of each Flat Unit.

x) **SUPER BUILT-UP AREA** according to the context and in relation to a particular unit shall mean and include the plinth area of such unit (including the thickness of the external and internal walls thereof and columns therein **Provided That** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit) **And** shall include (i) the proportionate share of the area of the staircase lobbies landings etc., of the Building/Flat and

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(ii)the proportionate share of the area of the staircase, lobbies, landings etc., of the building / Flats along with 25%MORE OR LESS service Area which constitutes Super built up Area. During registration the carpet area is considered as saleable area.

xi) **Words importing** SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

TERMS AND CONDITIONS:

That the DEVELOPER SECOND PARTY is satisfied about the absolute ownership of the land as in the Schedule below of the LANDOWNERS FIRST PARTY and the DEVELOPER SECOND PARTY have agreed to construct the residential building on the said property and to invest their money for the said purpose out of their own.

1. That the LANDOWNERS FIRST PARTY duly have delivered the possession of the land in question as specifically mentioned in the Schedule below for construction of multistoried building to the DEVELOPER SECOND PARTY and to enable the Developer to carry out the work of construction.

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2. That the land in question has not been transferred either by sale or gift or mortgaged by the LANDOWNERS FIRST PARTY till date and the same is not encumbered in anyway and the same stands free from encumbrances till date and also it is not vested by the State of West Bengal or any concern under any provisions of law till date. The Developer has gone through the documents available and supplied to him and got himself satisfied about those documents and its averments.

3. That the DEVELOPER SECOND PARTY with the right to construct the multistoried building take delivery of possession of the land as in the Schedule-'I' below with all rights of making permanent construction therein at their own expenses exclusively. The developers shall have power to continue the project amalgamating the instant property along with adjoining properties and to construct a joint building by registering separate necessary deed's/development agreement etc.

4. That the DEVELOPER SECOND PARTY shall appoint architect/Civil Engineer for the purpose of drawing and preparing plans, designs, drains, elevations of the intended building complex with the specifications of the works to be done and of the materials to be provided for the said building complex of good quality of ISI standard.

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5. That all expenses to be incurred for the construction of building without basement till its completion in all respects shall be borne by the builder DEVELOPER SECOND PARTY including owners ' allocation as mentioned below in clause No.11. The OWNERS FIRST PARTY will not be entitled to claim any other money or flat etc. except the owner's allocation as mentioned earlier 40% of the total constructed area.

6. That the DEVELOPER SECOND PARTY with the written consent of owner FIRST PARTY shall submit the building plan prepared by the said architect/Civil Engineer to development authority, Municipality and other appropriate or proper authorities. The plan of the proposed construction shall be submitted to the development authority, Municipality and other appropriate authorities in the name of the OWNERS FIRST PARTY or in the name of DEVELOPER SECOND PARTY. The OWNERS FIRST PARTY shall have no objection in the matter of signing of all relating papers by the DEVELOPER SECOND PARTY and in the matter of obtaining sanction of the said building plan in the name of the DEVELOPER SECOND PARTY before development authority, Municipality and/or other authorities. If the documents are not unlawful then the OWNERS FIRST PARTY shall not be able to raise any objection

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to the same. All the costs and expenses relating to the above shall be borne and shall be paid by the DEVELOPER SECOND PARTY. No signature of the OWNERS FIRST PARTY shall be necessary for applying or obtaining permission from any of the authorities for the purpose of construction and development of the buildings as mentioned in this Agreement. The OWNERS FIRST PARTY have also executed required Development Power of Attorney in this respect and for other purposes of transfer etc. in favor of the DEVELOPER SECOND PARTY. But if any signature of OWNERS FIRST PARTY is found necessary in course of execution of the development work, then the OWNERS FIRST PARTY shall be bound to do the same without any Objection;

7. That the DEVELOPER SECOND PARTY shall submit necessary prayer for No Objection from Fire Brigade under the West Bengal Fire Services Act, Rules & Regulations. The DEVELOPER SECOND PARTY shall sign in all such prayers in their names. The OWNERS FIRST PARTY shall have no objection in such matter. All the costs and expenses relating to the above shall be borne and shall be paid by the DEVELOPER' SECOND PARTY.

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8. The OWNERS FIRST PARTY shall not be able to cause or create any kind of obstruction or objection in the construction of multi-storied building by the DEVELOPER SECOND PARTY without any reasonable cause. If made and if the construction is delayed due to any objection and obstruction by the OWNERS FIRST PARTY or his men, then time will be extended for completion of the project for the delayed period only The Developers shall have power to continue the project amalgamating the instant property along with adjoining properties and subsequently registering Separate required deed's/ Development Agreement/ Agreements and to construct a joint building.

9. That no litigation is pending in any Court of law or anywhere over the land in question till date and it is also further agreed that from this date of execution of this agreement in case any litigation is tiled or started the same will be fought by the DEVELOPER SECOND PARTY and all costs and expenses for such litigation shall be borne by the Developer alone. In case of any legal dispute raised by anybody after execution of the development agreement in respect of the instant property, the DEVELOPER SECOND PARTY will be able to contest in any of such legal proceedings in any Court of law or before any other

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authority, The OWNERS FIRST PARTY have executed separate Power of Attorney for that purpose and for other purposes in favor of the DEVELOPER SECOND PARTY.

10. That the parties will take their share as follows:

i) That the share of allotment after construction of the multi-storied building over the "Said Property" shall be as follows:-

1. OWNERS FIRST PARTY – 40% in the constructed area. An amount of Rs.24,00,000/- (Twenty Four Lakhs) to be given by the DEVELOPER SECOND PARTY to the OWNERS FIRST PARTY. The said Rs.24,00,000/- (Twenty Four Lakhs) shall be refundable without any interest by the Owners at the time of delevery of Owners' Allocation. Except the above mentioned share and money, the OWNERS FIRST PARTY shall not claim any other money or flats or constructed area from the DEVELOPER SECOND PARTY. DEVELOPER SECOND PARTY – 60% of the total constructed area.

i) That for the purpose of transfer of the Builder's allocation, the DEVELOPER SECOND PARTY shall

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have their every right to enter into agreement for sale with the purchasers and to receive advance consideration money;

ii) That regarding income tax or any other statutory taxes to the parties shall be liable to pay their own. None of the parties shall have the liability of payment of the tax of other;

iii) That the Landowner's allocation shall not change with the number of floors i.e. whatever the number of floors may be the Landowner's allocation shall remain same i.e. 40% of the total constructed area.

iv) That the LANDOWNERS FIRST PARTY shall not be liable in respect of mode of proposed construction to be constructed as per Municipal rules/regulations or otherwise.

v) That the LANDOWNERS FIRST PARTY shall not have any right as previous owners but shall have proportionate rights according to their Owners' Allocation.

vi) The LANDOWNERS FIRST PARTY shall have Ultimate roof right of the property;

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11. That at, the time of execution of agreement to the prospective buyers by the DEVELOPER SECOND PARTY, relating to Developers Allocation the OWNERS FIRST PARTY shall not be able to raise any objection.

12. That in developing the land and building construction the DEVELOPER SECOND PARTY shall be entitled to do the following acts:-

a. To appoint surveyors, engineers, contractors, architect and other persons;

b. To make application to the concerned authorities for obtaining electric, water and other connections and for the permits or quotation for cement, steel and other building materials;

c. To make applications before the development authority, Municipality, Fire Brigade, B.L. & L.R.O., D.L.& L.R.O. and before other authorities for necessary permissions. The OWNERS FIRST PARTY shall have no objection in such matter;

d. To accept any Write of summons or other legal processes or notice and to appear and/or represent the OWNERS FIRST PARTY before any Court of Law or before any statutory authority or any other authority;

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e. To, construct building therein as aforesaid and to enter into agreement for sale of the building or any part there of in respect of the Developer's Allocation;

f. To execute agreements with the prospective buyers and to receive money in respect of the Developer's Allocation;

g. To execute Deeds of transfer and to receive consideration money in respect of the Developer's Allocation;

h. To give ownership to the buyers or purchasers from the developers allocation.

i. The Developer shall be entitled to allot and sell and let out in rent directly their share in the property and shall be entitled to execute and register the deeds of transfer in respect of the Developers allocation in the newly constructed building on the basis of the Development power of attorney;

That the OWNERS FIRST PARTY do hereby declare that the land in question has not been acquired by the State of West Bengal and no notice for requisition or acquisition under has been received by them and there is no notice or order passed by the development authority or Municipality or any other body or authority and that no statutory claims or demands or attachment or prohibitory order made by taxation authority or any other

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Govt. body or authority or authorities and that there is no subsisting agreement in respect of the said property and also that in case the DEVELOPER SECOND PARTY finds any such arrangement they shall be entitled to get compensation.

13. That the DEVELOPER SECOND PARTY shall develop the said property in the name of their Firm and the name of the project building shall be decided later, There shall be in Multi Storied Building. The owner's allocation shall not be changed with number of floors to be constructed over the **"Said Property"** by the DEVELOPER SECOND PARTY. The developers shall have power to continue the project amalgamating if required the instant property along with adjoining properties and subsequently registering Separate required deed's/ Development Agreement/Agreements and to construct a joint building. Due to such amalgamation owner's allocation shall not be diminished or prejudiced in any manner.

14. That all costs, charges and legal expenses incidental to this Development Agreement including stamp duty and registration charges and other incidental charges of the documents shall be borne by the Developer Firm.

15. That the Developer shall comply with the provisions of relevant laws, bye laws, rules and regulations and shall always keep

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the owners absolutely indemnified and harmless against the action, Claims and demands whatsoever.

16. That the Developer shall provide for all civil, electrical plumbing and sanitary works including installation of overhead tank provision of water supply, house pumps, house service lifts, drainage, internal passage, sewerage etc.

17. As it is necessary to arrange fund for completing the project and for that purpose the OWNERS FIRST PARTY have empowered the DEVELOPER SECOND PARTY by a registered Development Power of Attorney to do all such acts as mentioned in the Development Power of Attorney In no case the owners shall be made liable for the dues of the firm on account of the loan taken by the magainst Developer's Allocation. In all cases the owners shall get his / their allocation as agreed upon free from all encumbrances.

18. The DEVELOPER SECOND PARTY have been empowered to enter into the premises if any, remove garbage, earth and start construction as per sanctioned plan. DEVELOPER SECOND PARTY and their men shall be able to stay in the premises by making sheds for completing the work after getting the premises in vacant position;

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19. That the owners have granted Attorney to do all the works and complete the construction and to sellout the units from Developers Allocation but in case of necessity the OWNERS FIRST PARTY shall execute further deed and documents in favour of the DEVELOPER SECOND PARTY as may be found necessary;

20. The OWNERS FIRST PARTY shall always remain liable to execute and/or register appropriate documents for effective implementation of the work/project.

21. That the owner and the developers have agreed upon the specification and construction of the proposed new building as described in schedule below;

22. That subject to the provision of this present the owners hereby grant to the developers exclusive right to construct a multistoried, commercial cum residential building upon the land as mentioned in the Schedule below as per sanctioned plan;

23. That the Developers shall be entitled to vary or modify the said Plan of construction subject to sanction of such modified plan by order of the appropriate authorities;

24. That there shall be a timeframe of 24 months from the date of approval of final plan for construction by the civic authority

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and competent authority and the appropriate authority. Such timeframe may be extended up to 6 months further. Further extension may be allowed due to delay beyond control of the DEVELOPER SECOND PARTY; Be it pertinent to mention here that the First Plan must be sanctioned within 6 months from the date of execution and Registration of this Development Agreement.

25. That the above-mentioned timeframe shall be subject to force majeure;

26. That the Developer shall have the exclusive prerogative to choose prospective buyers and to fix the price of the units and to fix the terms and conditions in respect of the Developer's Allocation;

27. That the Landowner shall be liable to clear up all the dues of rents and taxes etc. in respect of the instant property till delivery of possession of the premises and property to the Developers and such handover will be done on the date of execution and registration of this Development Agreement;

28. That the Owner do hereby agree that he / they will not do anything which will prejudicially affect the right of the Developer in peaceful completion of the building and in selling

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out the Developers Allocation from the same to the prospective buyers;

29. That after completion of the building, the Developer and the Owners along with the new purchasers shall form an Owners Association as per law to be formed by the purchasers and the Developer. The control and management of the building shall be handed over to the Said Society/ Association;

30. That the Developers hereby agree that they will keep the owners indemnified against all third party claims oractions arising out of any act or omission on the part of the Developer or its agent or men;

31. That the instant Agreement has been executed purely on Principal to Principal basis and nothing contained in these presents shall be construed as Partnership business or agreement or joint venture between the OWNERS AND THE DEVELOPER;

32. That the owners shall not object to any construction or laying of drainage water pipes or cables or other provisions made in accordance with the law and scheme of construction of the said building, the drinking water and other water for the household use will be provided with the deep tube wall or from Municipal sources for the Complex. All such provisions shall

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be constructed within the project area and not outside the project area or over the vacant land, if any remain, outside the project areas;

33. Each term of this agreement will form consideration of the other;

34. That the landowner will hand over the following original documents to the developer in respect of the properties as in schedule below against Accountable receipts:

i. All Original Title Documents along with chain deeds;

ii. All original Rent Receipts and 'Tax Receipts;

iii. All original L.R.R.O.R.;

iv. All original other connected papers in connection with the instant property as in Schedule below;

And such Original documents must be handed over to the Landowners or Association of Owners' Association after completion of selling of the Units of the Developer's Allocation.

35. That in case of any dispute or difference arises relating to the land or construction of the intended building thereon covered by this agreement or relating to the interpretation of anyone or more of the clauses and conditions herein contained or any matter whatsoever arising out of this Development Agreement,

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such differences and disputes shall be referred to the Court at Bishnupur or to the appropriate Authorities within District Bankura.

36. That only the Court at Bishnupur within District Bankura and High Court at Calcutta shall have the exclusive jurisdiction to try any legal dispute in between the parties. That the original Development Agreement shall remain with the Developer.

37 That the Developer obtained Completion Certificate or Occupancy Certificate or similar document, which will be obtained by the Developer at its own costs and expenses at its own cost and expenses and a Photostat copy of the same and all the documents including photo stat copy of sanction Plans and other documents of the total amalgamated land will be handed over to the Landowners.

SCHEDULE'1'

Total Land of the OWNER FIRST PARTY which is handed over to the DEVELOPER SECOND PARTY as mentioned Above.

Within Dist- Bankura, P.S.- Bishnupur, Word No- 15, Holding No 271/412.

Mouza–Bishnupur Municipality, J.L. No. 101,

L.R. Khatian Nos. 30360, 30363, 11959/1, 12871/1

L.R. Plot No. -10011, Measuring 0.11 Acre,

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Kh no- 12871/1..... 0.037 Acre.

Kh no- 11959/1..... 0.037 Acre.

Kh no- 30363..... .. 0.009 Acre.

Kh no- 30360 .... 0.027 Acre.

The property is butted and bounded by:

On the North: Owners land
On the South: By 25' Feet width metal road
On the East: 10 Feet width metal road
On the west: Land of Tushar Duari

The above property is fully vacant (no construction) at present.

SCHEDULE 'II'

LAND OWNER'S ALLOCATION

Land owners allocation shall mean -

- LANDOWNERS FIRST PARTY – 40% in the constructed area. An amount of Rs.24,00,000/- (Twenty Four Lakhs) to be given by the DEVELOPER SECOND PARTY to the OWNERS FIRST PARTY. The said Rs.24,00,000/- (Twenty Four Lakhs) shall be refunded by the owners without any interest at the time of delivery of Owners' Allocation. Except the above mentioned share and money, the OWNERS FIRST PARTY shall not claim any other money or flats or constructed area from the DEVELOPER SECOND PARTY.

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SPECIFICATION OF BUILDINGS TO BE CONSTRUCTED

(Nature of construction and fitting to the Flat)

1.	Foundation	:	R.C.C Column and pedestal with both in foundation and in plinth
2.	**Structure**	:	Reinforced cement concrete framed structure with R. C. C. columns, Beams and Slabs. R.C.C. framed structure with 10" outside and 5" inside brick wall with plaster.
3.	**Flooring**	:	Entire floor are finished with Vitrified Tiles.
4.	**Toilet & Bath**	:	Semi glazed tile flooring with Glazed Tiles upto ceiling inside wall of bath and toilet with 4 (Four) water points with shower and Anglo Indian Pan. Concealed pipeline.
5.	**Kitchen**	:	Vitrified Tiles, Granite stone gas table top (cooking table), Glazed tiles upto the height upto ceiling from the table top level around the wall. 1 (One) Water Point with concealed pipeline.
6.	**Electrical wiring**	:	Concealed Electrical wiring in each room. hall, kitchen, bath and privy, verandah, etc four electric points per room, four electric points in hall, one point in Balcony, two points in kitchen, one point in Bath

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			room, one point in main gate, one power points of 15 ampere in hall.
7.	**Door & Windows**	:	Flush door (Commercial) with fittings and wood primer finish, Aluminum window fitted with M.S. grill and glass panes one in each room.
8.	**Grill**	:	Outside window grill covered by 4 mm. square bar box type or other type of design
9.	**Stair**	:	Marble/Granite/tiles finish
10.	**Stair Railing**	:	Steel square bar
11.	**Lift**	:	4/6 passenger lift of good quality (Branded)
12.	**Painting of walls**	:	Internal walls and ceiling shall have wall putty finish
13.	**Electrical equipments**	:	All electrical fitting of ISI mark with shock proof
14.	**Overhead tank**	:	Overhead tank should be provide on the roof of stair along with CPVC Pipeline
15.	**Water**	:	24 Hours water to be supplied through common overhead water tank operated by electric motor. There is sinking deep tube well for supply of water to the overhead tank.

Dilip Kumar Dutta

16. **Plaster** : Putty finished inside walls and weather coat finished outside walls.

17. **Other** : Electrical wiring and switches, electrical fitting like tube light in common areas.

In witness whereof the parties hereunto subscribe their hands and seals on the day, month and year stated at the outset in physically fit and mentally alert condition.

Signatures of the witnesses:

Manish Saraf
Pabam kr Saraf
Bandhgora
Amlagora
Garbeta
Paschim Midnapore
721121.

Abhay kumar Datta
S/o Late Rabindra Kumar Datta
Udayan Apartment
Block A. 5B Gostodale New Scheme
P.S. Baruipur
Pin 700144

Sanat Kumar Samanta
Subhro Samanta
Mitu Samanta

Signature of the LANDOWNERS
FIRST PARTY

BISHNUPUR HIGHRISE LLP
Partner

BISHNUPUR HIGHRISE LLP
Partner

Signatures of the DEVELOPER
SECOND PARTY

Dilip kumar Dutta
Bishnupur A.D.S.R. Office
Licence No. 49

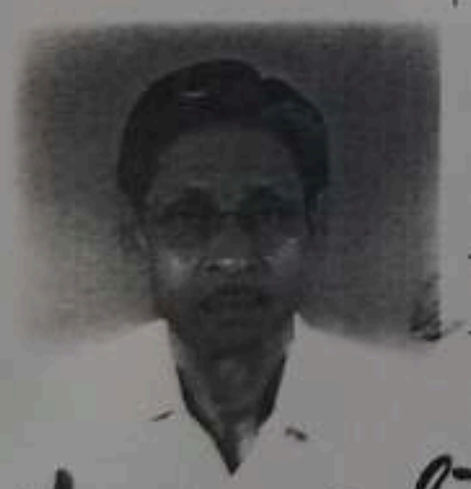
SPECIMENT FORM FOR TEN FINGERPRINTS OF VENDOR/OWNER

	Thumb	Fore	Middle	Ring	Little
LEFT HAND					
RIGHT HAND					

SIGNATURE

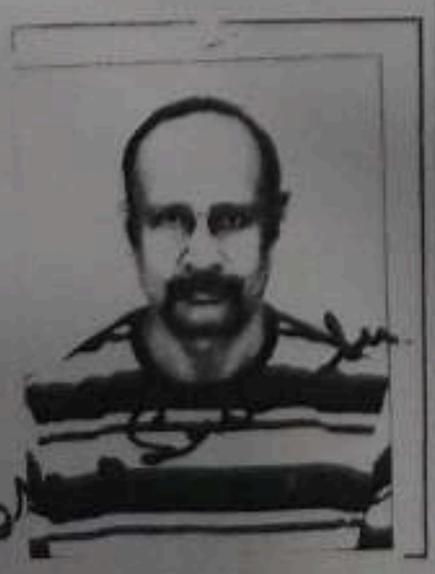
	Thumb	Fore	Middle	Ring	Little
LEFT HAND					
RIGHT HAND					

SIGNATURE



	Thumb	Fore	Middle	Ring	Little
LEFT HAND					
RIGHT HAND					

SIGNATURE



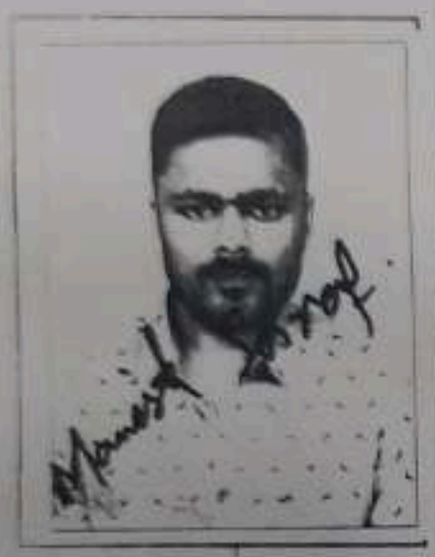
	Thumb	Fore	Middle	Ring	Little
LEFT HAND					
RIGHT HAND					

SIGNATURE

SPECIMENT FORM FOR TEN FINGERPRINTS OF VENDOR/OWNER

LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

SIGNATURE



LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

SIGNATURE

PHOTO

LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

SIGNATURE

PHOTO

LEFT HAND					
	Thumb	Fore	Middle	Ring	Little
RIGHT HAND					

SIGNATURE

Major Information of the Deed

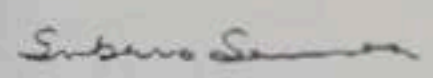
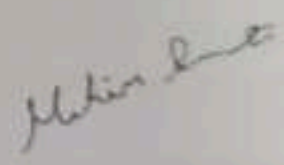
Deed No :	**I-0103-00951/2024**	**Date of Registration**	**07/03/2024**
Query No / Year	**0103-2000634405/2024**	**Office where deed is registered**	
Query Date	**06/03/2024 2:37:11 PM**	A.D.S.R. BISHNUPUR, District: Bankura	
Applicant Name, Address & Other Details	Rash Mohan Bhattacharyay Bishnupur,Thana : Bishnupur, District : Bankura, WEST BENGAL, Mobile No. : 9932315161, Status :Deed Writer		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 5], [4308] Other than Immovable Property, Agreement [No of Agreement : 5], [4311] Other than Immovable Property, Receipt [Rs : 24,00,000/-]	
Set Forth value		Market Value	
		Rs. 1,75,60,124/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,151/- (Article:48(g))		Rs. 24,084/- (Article:E, E, E,)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Bankura, P.S:- Bishnupur, Municipality: BISHNUPUR, Mouza: Bishnupur Municipality, JI No: 101, Pin Code : 722122

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-10011 (RS :-)	LR-30360	Commercial	Bastu	2.7 Dec		43,10,213/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
L2	LR-10011 (RS :-13953)	LR-30363	Commercial	Bastu	0.9 Dec		14,36,737/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
L3	LR-10011 (RS :-13953)	LR-11959/1	Commercial	Bastu	3.7 Dec		59,06,587/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
L4	LR-10011 (RS :-13953)	LR-12871/1	Commercial	Bastu	3.7 Dec		59,06,587/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
		TOTAL :			**11Dec**	**0 /-**	**175,60,124 /-**	
	Grand Total :				**11Dec**	**0 /-**	**175,60,124 /-**	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Shri Sanat Kumar Samanta (Presentant) Son of Late Sushil Kumar Samanta Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 07/03/2024 ,Place : Office	 07/03/2024	 Captured LTI 07/03/2024	 07/03/2024
	A-131 Arjun Park, City:- Not Specified, P.O:- Mukundapur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India , PAN No.:: alxxxxxx9n, Aadhaar No: 29xxxxxxxx5955, Status :Individual, Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 07/03/2024 ,Place : Office			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Shri Subhro Samanta Son of Late Sushil Kumar Samanta Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 07/03/2024 ,Place : Office	 07/03/2024	 Captured LTI 07/03/2024	 07/03/2024
	204A Sri Ram Kunj Apartment Road No -4 Mahesh Nagar, City:- Not Specified, P.O:- Kesri Nagar, P.S:-PATLIPUTRA, District:-Patna, Bihar, India, PIN:- 800024 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India , PAN No.:: apxxxxxx1c, Aadhaar No: 56xxxxxxxx5823, Status :Individual, Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 07/03/2024 ,Place : Office			
3	**Name**	**Photo**	**Finger Print**	**Signature**
	Shri Mihir Samanta Son of Late Dipak Samanta Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 07/03/2024 ,Place : Office	 07/03/2024	 Captured LTI 07/03/2024	 07/03/2024
	204A Sri Ram Kunj Apartmentroad No 4, Mahesh Nagar, City:- Not Specified, P.O:- Kesri Nagar, P.S:-PATLIPUTRA, District:-Patna, Bihar, India, PIN:- 800024 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India , PAN No.:: chxxxxxx0r, Aadhaar No: 74xxxxxxxx5204, Status :Individual, Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 07/03/2024 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**BISHNUPUR HIGHRISE LLP** BISHNUPUR SREEMOYEE AUTOMOBILES(YAMAHA SHOW ROOM) RASIKGANJA, City:- Bishnupur, P.O:- BISHNUPUR, P.S:-Bishnupur, District:-Bankura, West Bengal, India, PIN:- 722122 , PAN No.:: AAxxxxxx4J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Shri Ankur Lodha Son of Late Kamal Kishore Lodha Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 07/03/2024, Place of Admission of Execution: Office	 Mar 7 2024 3:05PM	Captured LTI 07/03/2024	07/03/2024
	Salbani, City:- Not Specified, P.O:- Shalbani, P.S:-Salbani, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: abxxxxxx6p, Aadhaar No: 51xxxxxxxx3115 Status : Representative, Representative of : BISHNUPUR HIGHRISE LLP (as Partner)			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Shri Ashis Kumar Makur Son of Bankim Chandra Makur Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 07/03/2024, Place of Admission of Execution: Office	 Mar 7 2024 3:04PM	Captured LTI 07/03/2024	07/03/2024
	Rasikganj Bishnupur, City:- Bishnupur, P.O:- Bishnupur, P.S:-Bishnupur, District:-Bankura, West Bengal, India, PIN:- 722122, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aexxxxxx4m, Aadhaar No: 70xxxxxxxx6018 Status : Representative, Representative of : BISHNUPUR HIGHRISE LLP (as partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Manish Saraf Son of Paban Kumar Saraf Village:- Bandhgora, P.O:- Amlagora, P.S:-Garbeta, District:-Paschim Midnapore, West Bengal, India, PIN:- 721121		Captured	
	07/03/2024	07/03/2024	07/03/2024
Identifier Of Shri Sanat Kumar Samanta, Shri Subhro Samanta, Shri Mihir Samanta, Shri Ankur Lodha, Shri Ashis Kumar Makur			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri Mihir Samanta	BISHNUPUR HIGHRISE LLP-2.7 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Shri Mihir Samanta	BISHNUPUR HIGHRISE LLP-0.9 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Shri Subhro Samanta	BISHNUPUR HIGHRISE LLP-3.7 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Shri Sanat Kumar Samanta	BISHNUPUR HIGHRISE LLP-3.7 Dec

Land Details as per Land Record

District: Bankura, P.S:- Bishnupur, Municipality: BISHNUPUR, Mouza: Bishnupur Municipality, Jl No: 101, Pin Code : 722122

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 10011, LR Khatian No:- 30360	Owner:মিহির সামন্ত, Gurdian:দীপক , Address:বিষ্ণুপুর , Classification:বাস্তু, Area:0.02700000 Acre,	Shri Mihir Samanta
L2	LR Plot No:- 10011, LR Khatian No:- 30363	Owner:মিহির সামন্ত, Gurdian:দীপক , Address:বিষ্ণুপুর , Classification:বাস্তু, Area:0.00900000 Acre,	Shri Mihir Samanta
L3	LR Plot No:- 10011, LR Khatian No:- 11959/1	Owner:শুভ সামন্ত, Gurdian:ভূষণ , Address:বেলাপাড়া , Classification:বাস্তু, Area:0.03700000 Acre,	Shri Subhro Samanta
L4	LR Plot No:- 10011, LR Khatian No:- 12871/1	Owner:সনত কুমার সামন্ত, Gurdian:ভূষণ , Address:বেলাপাড়া , Classification:বাস্তু, Area:0.03700000 Acre,	Shri Sanat Kumar Samanta

Endorsement For Deed Number : I - 010300951 / 2024

On 07-03-2024

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

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

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

Presented for registration at 13:48 hrs on 07-03-2024, at the Office of the A.D.S.R. BISHNUPUR by Shri Sanat Kumar Samanta , one of the Executants.

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 1,75,60,124/-

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

Execution is admitted on 07/03/2024 by 1. Shri Sanat Kumar Samanta, Son of Late Sushil Kumar Samanta, A-131 Arjun Park, P.O: Mukundapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession Retired Person, 2. Shri Subhro Samanta, Son of Late Sushil Kumar Samanta, 204A Sri Ram Kunj Apartment Road No -4 Mahesh Nagar, P.O: Kesri Nagar, Thana: PATLIPUTRA, , Patna, BIHAR, India, PIN - 800024, by caste Hindu, by Profession Service, 3. Shri Mihir Samanta, Son of Late Dipak Samanta, 204A Sri Ram Kunj Apartmentroad No 4, Mahesh Nagar, P.O: Kesri Nagar, Thana: PATLIPUTRA, , Patna, BIHAR, India, PIN - 800024, by caste Hindu, by Profession Service

Indetified by Manish Saraf, , , Son of Paban Kumar Saraf, P.O: Amlagora, Thana: Garbeta, , Paschim Midnapore, WEST BENGAL, India, PIN - 721121, by caste Hindu, by profession Business

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

Execution is admitted on 07-03-2024 by Shri Ankur Lodha, Partner, BISHNUPUR HIGHRISE LLP (LLP), BISHNUPUR SREEMOYEE AUTOMOBILES(YAMAHA SHOW ROOM) RASIKGANJA, City:- Bishnupur, P.O:- BISHNUPUR, P.S:- Bishnupur, District:-Bankura, West Bengal, India, PIN:- 722122

Indetified by Manish Saraf, , , Son of Paban Kumar Saraf, P.O: Amlagora, Thana: Garbeta, , Paschim Midnapore, WEST BENGAL, India, PIN - 721121, by caste Hindu, by profession Business

Execution is admitted on 07-03-2024 by Shri Ashis Kumar Makur, partner, BISHNUPUR HIGHRISE LLP (LLP), BISHNUPUR SREEMOYEE AUTOMOBILES(YAMAHA SHOW ROOM) RASIKGANJA, City:- Bishnupur, P.O:- BISHNUPUR, P.S:-Bishnupur, District:-Bankura, West Bengal, India, PIN:- 722122

Indetified by Manish Saraf, , , Son of Paban Kumar Saraf, P.O: Amlagora, Thana: Garbeta, , Paschim Midnapore, WEST BENGAL, India, PIN - 721121, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 24,084.00/- (B = Rs 24,000.00/- ,E = Rs 84.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 24,084/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/03/2024 12:43PM with Govt. Ref. No: 192023240414417668 on 07-03-2024, Amount Rs: 24,084/-, Bank: SBI EPay (SBIePay), Ref. No. 7059592363137 on 07-03-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,151/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 40,051/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1800, Amount: Rs.100.00/-, Date of Purchase: 06/03/2024, Vendor name: Sankar Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/03/2024 12:43PM with Govt. Ref. No: 192023240414417668 on 07-03-2024, Amount Rs: 40,051/-, Bank: SBI EPay (SBIePay), Ref. No. 7059592363137 on 07-03-2024, Head of Account 0030-02-103-003-02

JOYDEEP MUKHOPADHYAY.
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BISHNUPUR
Bankura, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0103-2024, Page from 60893 to 60934

being No 010300951 for the year 2024.

Seal of the Additional District Sub Registrar, Bishnupur, District Bankura

Digitally signed by JOYDEEP MUKHOPADHYAY
Date: 2024.04.04 15:34:22 +05:30
Reason: Digital Signing of Deed.

(JOYDEEP MUKHOPADHYAY) 04/04/2024

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BISHNUPUR

West Bengal.