

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at Krishnagar on this the 21 st day of May, 2024

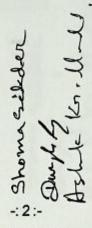
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Addl. Diet. Sub-Registrar, Sadar Krishnaman Madia

21 MAY 2024



BETWEEN

SMT. SHOMA SIKDAR, PAN NUMBER-FAJPS8083P, EPIC No-WB/11/075/354500, Adhar No - 4240 3827 2322, W/O Sri Pankaj Kumar Sikdar, residing at Tarak Das Banerjee Road, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin - 741101 (W.B.), by faith Hindu, by Occupation Housewife, by Nationality - Indian; Herein after referred to and called as the "OWNER" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, successors, legal representatives, administrators, executors and assigns) of the FIRST PART;

AND

PRAVESH, PAN- ABEFP7543C, a Partnership Firm, having place of business at Station Aproach Road, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin - 741101 (W.B.), represented by its Partners

- (i) MRS. NANDITA KUNDU, W/o. Mr. Gopinath Kundu, resident of Station Aproach Road, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin 741101 (W.B.), by occupation Business, by faith Hindu, by Nationality- Indian, Pan AUYPK9262E, Epic DMB2902294, Aadhaar No.- 4592 5303 0127.
- (ii) MR. DURGADAS ROY, S/o. Late Bimalendu Roy, resident of Nagendranagar 3rd Lane, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin 741101 (W.B.), by occupation Business, by faith Hindu, by Nationality- Indian, Pan AHKPR8643M, Epic WB/11/075/201061, Aadhaar No.- 7144 5962 3660.
- (iii) MR. ASHOK KUMAR MONDAL, S/o. Late Prafulla Mondal, resident of Pally Shree Lane, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin-741101 (W.B.), by occupation Business, by faith Hindu, by Nationality- Indian, Pan AEJPM2462D, Epic DMB2397065, Aadhaar No.-3536 9080 6960.
- (iv) MRS. MALA MONDAL, W/o. Mr. Ashok Mondal, resident of Pally Shree Lane, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin-741101 (W.B.), by occupation Business, by faith Hindu, by Nationality- Indian, Pan AFUPM0057Q, Epic DMB2397057, Aadhaar No.- 2054 5153 4985.

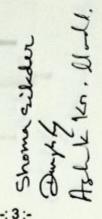
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(v) MR. SUMAN MITRA, S/o. Mr. Nrisingha Mitra, resident of Mahitosh Biswas Street, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin-741101 (W.B.), by occupation - Business, by faith - Hindu, by Nationality-Indian, Pan - ALIPM0973H, Epic - DMB1613413, Aadhaar No.-6676 6618 8803.

(vi) MR. SANDIP BISWAS, S/o. Late Niranjan Biswas, resident of Rameshwarnath Lane, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin-741101 (W.B.), by occupation - Business, by faith - Hindu, by Nationality- Indian, Pan - AGIPB1168Q, Epic - WB/11/075/372407, Aadhaar No.-6132 0921 2980.

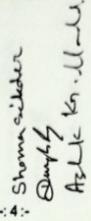
(vii) MR. NISHITH SAHA, S/o. Mr. Nripen Chandra Saha, resident of Bejikhali Lane, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin-741101 (W.B.), by occupation - Business, by faith - Hindu, by Nationality- Indian, PAN-BKJPS8864A, Epic-WB/11/075/270731, Aadhaar No.-3540 5997 7807, represented by their Signatory Authority.

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MR. DURGADAS ROY, S/O. LATE BIMALENDU ROY, resident of Nagendranagar 3rd Lane, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin - 741101 (W.B.), by occupation - Business, by faith - Hindu, by Nationality- Indian, Pan - AHKPR8643M, Epic - WB/11/075/201061, Aadhaar No.- 7144 5962 3660. And MR. ASHOK KUMAR MONDAL, S/O. LATE PRAFULLA MONDAL, resident of Pally Shree Lane, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin- 741101 (W.B.), by occupation - Business, by faith - Hindu, by Nationality- Indian, Pan - AEJPM2462D, Epic - DMB2397065, Aadhaar No.- 3536 9080 6960. hereinafter referred to and called as the 'DEVELOPER' (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Partners, Successors-in-Office, legal heirs/heiress, executors, administrators, legal representatives and assigns) of the SECOND PART.



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AND WHEREAS That the land property/ies in Mouza 92 no. Krishnagar, in Khatian No. RS 4907/1, Plot No RS 2041, LR 25002, P.S.- Kotwali, Dist.- Nadia belong to Shoma Sikder and said Shoma Sikder got the same by way of Registered Gift Deed No 10653 for the year 2009 Registered in the office of the A.D.S.R. Krishnagar Nadia and Shoma Sikder got recorded her name in the L.R. record in LR plot no 25002 being LR Khatian No 35351 in respect of 12.70 decimal of land and the land property/ies in Mouza 92 no. Krishnagar, in Khatian No. RS 4907/1, Plot No RS 2041, LR 4503, P.S.- Kotwali, Dist.- Nadia belong to Shoma Sikder and said Shoma Sikder got the same by way of Registered Sale Deed No 11871 for the year 2023 Registered in the office of the A.D.S.R. Krishnagar Nadia and Shoma Sikder got recorded her name in the L.R. record in LR plot no 4503 being LR Khatian No 35351 in respect of 04.56 decimal of land, total 17.26 decimal of land in two L.R. plots being no 25002 & 4503. Shoma Sikder also mutated her name in the Krishnagar Municipality.

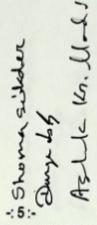
AND WHEREAS the present owner intends to develop the SAID PROPERTY by constructing of multistoried building and due to shortage of sufficient fund and lack of experience in such type of construction work and also for other personal problems it is not being possible for the OWNERS herein of the said property to develop it at their own cost and expenses and so they have offered PRAVESH a partnership firm, the DEVELOPER herein to undertake the construction work of the said multistoried building thereon in accordance with the building plan to be obtained by the developer from the concerned authority AND WHEREAS upon the representation of the OWNER and to verification of title of the owners concerning the said property, the DEVELOPERS herein has agreed to develop the SAID PROPERTY by constructing a multistoried building in accordance with the building plan which has already been prepared/is to be prepared

NOW THIS AGREEMENT WITHNESSETH and it is hereby agreeing upon by and between the parties hereto on the following terms and conditions.

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ARTICLE - I - DEFINITIONS

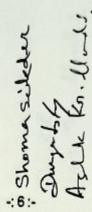
In this present unless there is anything repugnant to or inconsistent with: -

- 1.1 OWNER(S): shall mean the aforesaid SMT. SHOMA SIKDER, W/O SRI Pankaj Kumar Sikder, residing at Tarak Das Banerjee Road, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin 741101 (W.B.) and her respective legal representatives administrators, executors and assigns.
- 1.2 <u>DEVELOPER(S)</u>: shall mean PRAVESH, a Partnership Firm, having place of business at Station Aproach Road, P.O. Krishnagar, P.S. Kotwali, Dist. Nadia, Pin 741101 (W.B.) and include the their respective legal representatives administrators, executors and assigns.
- 1.3 <u>TITLE DEEDS:</u> shall mean all the documents of title relating to the said land and premises, which shall be handed over and/or handed over in original to the Developer at the time of execution of the agreement.
- 1.4 PREMISES/PROPERTY: shall mean ALL THAT piece and parcel of land as described in the "A" schedule of this deed described herein below
- 1.5 <u>NEW BUILDING</u>: shall mean the Multistoried Building (G+ 4-storied) as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the concerned Municipality.
- 1.6 COMMON AREA FACILITIES AND AMENITIES: shall mean and include, corridors stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owners and the Developer.

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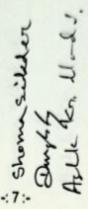
- 1.7 COVERED AREA: shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/other facilities etc. It is applicable for individual unit.
- 1.8 SALEABLE SPACE: shall mean the flat/units/Garage/space in the building available for independent use and occupation of the self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.
- 1.9 SUPER BUILT UP AREA OF THE FLAT/UNIT/SPACE/GARAGE: shall mean and include the total covered area of the unit plus minimum 25% service area, over the aforesaid total covered area, is applicable for individual unit.
- 1.10 BUILDING PLAN: shall mean such plan to be prepared by the Architect/ Engineer/L.B.S. for the construction of the building and to be sanctioned by the concerned Municipality. Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.

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- 1.11 OWNERS' ALLOCATION: shall be 31% of total sale proceeds in respect of each sold out flat/units/Garage/space/Commercial area. However the owner is not entitled to get any constructed area in the proposed building.
- 1.12 <u>DEVLOPERS'/PROMOTERS' ALLOCTION</u>: shall mean the total constructed area in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities as well as 69% of total sale proceeds in respect of each sold out flat/units/Garage/space/ Commercial area.



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1.13 TRANSFER: shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

ARTICLE - II : COMMEENCEMENT & DURATION

2.1 This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the flat/units/Garage/space/ Commercial area to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/units/ Garage/space/Commercial area owners' Association, if required, this Development Agreement will be coming to an end.

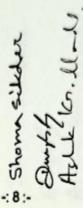
ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSI-BILITIES

- 3.1 The owner hereby declare that she is the single and absolute owner of the scheduled property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owner has good and marketable title over the said land.
- 3.2 That the owner hereby agreed that she will not grant lease, mortgage, charge or encumber the scheduled property in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

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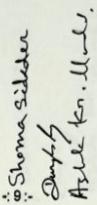
- 3.3. That the owner hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land and betterment of project and also for the betterment of title over the Schedule property and the owner also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the owner herein.
- 3.4. That the owner shall be liable and responsible for litigation, if any arose due to defects on her part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the Developer will be entitled to get cost of litigation from the Landowner, which will be incurred by the developer during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the owners' allocation shall not be considered the delay on the part of the Developer.
- 3.5. That the owner hereby undertake to deliver and/or handover all the Photostat copy and/or Original of all the Deeds and documents to the Developer at the time of execution of this Agreement and if the Original documents is not delivered in favour of the Developer, then produce all the Original documents, whenever called for production of the same by the Developer.
- 3.6 That the Owner hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the Developer to enter into agreement for sale, lease, transfer, mortgage and to

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dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owner will give necessary consent for betterment of this project without raising any objection to that effect save and expect the owners' allocation as mentioned.

3.7 The Owner hereby agree to execute a Registered Development Power of Attorney in favour of the Developer or its nominated person/s in respect of the Developer's Allocation and also for the purpose of addition, alteration, revision of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar. Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owners will put their signature on the Agreement for Sale, Deed of conveyance etc as and when required. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owner herein will join in the Deed of Conveyance as owner for Transfer the Flat to the intending purchaser.

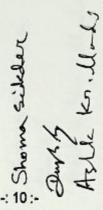
The owner hereby undertake not to do any act, deeds or things by which the Developer may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the Developer's Allocation.

- 3.9 That the Owner hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall continue to construct the building exclusively in the name of the Developer/Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owner shall have no financial participation and or involvement.
- 3.10 That the OWNER and DEVELOPER shall exclusively entitled to their respective share of allocation as stated above and OWNER shall not have any right to sale any salable portion of the said Contd. Page - 10

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building and the OWNER shall not in any way interfare with or disturb the quiet and peaceful possession of the developers allocation.

ARTICLE - IV: DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION

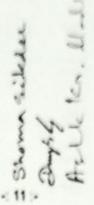
- 4.1 The Developer hereby agreed to complete the multi-storied (G+4storied) building over the property as per plan as sanctioned by the concerned Municipal Authority concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G+4-storied Building will be submitted for sanction before the concerned Municipality.
- The Developer hereby declares to take care of the local hazards or 4.2 accident during the continuation of construction and the owners shall have no liability to that effect.
 - All applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the developer with due signature of the owner or on behalf of the owner as may be required and all costs expenses and charges be paid by the developer and also for construction of the building thereon and the Developer will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner. Be it pertinent to mention here that the Developer will obtain Completion Certificate (C.C.) at its own cost expenses and Xerox copy of the same will be given to all the owner/occupier of the units of the newly constructed building.
- That the Developer shall have every responsibility for the inci-4.4 dents occurred during the course of construction and the Owner shall have no responsibility for the same, if the Owner is not in-

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terfere during the construction and after completion of the building and handover the same to the Owner and Intending Purchaser, the Developer shall have no liability for any incident occurred in the said Building.

- 4.5 That upon completion of new building the DEVELOPER shall sell out the entire salable space of the newly constructed building and also with proportionate share of the land underneath the said building. In that eventuality the Owner shall assist the Developer to do so to execute the Sale Deed in favour of intending purchaser etc. In this context it is pertinent to be mentioned here that the Developer is solely entitled to get the advance money paid by the intending purchaser and the Owner is not entitled to get any share of it.
- 4.6 To complete the construction of the building within 30 months from the date of this agreement or the owners making over the vacant possession of the said premises whichever is later.

ARTICLE V-MUTUAL COVENANTS AND INDEMNITIES:

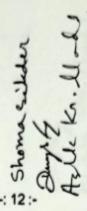
- (a) The Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer performs and fulfils all the terms and conditions herein contained and / or on its part to be observed and performed.
- (b) To Owner and the Developer hereby declare that they have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between them or as a Joint Venture in any manner nor shall the parties hereto constitute an Association of persons.
- (c) Immediately upon obtaining vacant possession of the said premises from the Owner the Developer shall initiate the construction work and the construction of the O + 4 storied building shall be completed within 24 + 6=30 months from the date of delivery of possession or from the date of sanction of building plan whichever is later.

Market Services

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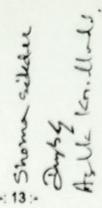


- (d) The Owner shall do or execute or cause to be done or execute all such further deeds matters and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the Owner, including any such additional Power of Attorney and / or authorization as may be required for the purpose, PROVIDED that all such acts, deeds, matters and thing shall not in any way infringe on the rights of the Owner and / or go against the spirit of this present Development Agreement
- (e) The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation which shall be the liability of the Developer who shall keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- (f) Any notice required to be given by either of the parties to the either of them shall without prejudice to any other mode of service available be deemed to have been served if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due to the last known or recorded address of the party concerned.
- (g) The Developer and the Owner shall mutually frame Scheme for the management and administration of the said Building and / or common parts thereof and agree to abide by all the Rules and Regulations.
- (h) The name of the Building shall be "PRAVESH APARTMENT"
- (i) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the Developer by the Owners or as creating any right, title interest in respect thereof in favour of the Developer other than an exclusive license in favour of the Developer to do the acts and things expressly provided herein as also in the Development Power of Attorney to be given for the purpose. PROVIDED HOW-EVER The Developer will be entitled to raise fund from any Bank Contd. Page 13

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or Banks without creating any financial liability on the Owner or affecting his estate and interest in the said premises and for that purpose the Developer shall keep the Owner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

- (j) The Owners shall deliver or cause to be delivered to the Developer all the Original Title Deeds relating to the said premises simultaneously with the execution of these presents
- (k) The roof of the proposed building after its construction, shall come under the common facilities and amenities and the intending buyers of flats and other units of the proposed building and other occupants of such building shall have the right to visit the roof for the purpose of inspection of the overhead water tank, and for such other purposes which may building be necessary for the beneficial enjoyment of their respective interest in the proposed

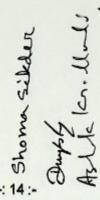
ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING

- 6.1 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flat/units/Garage/space/Commercial area together with right to proportionate share of land excluding the flat/units/Garage/space/Commercial area provided under the Developer's Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.
- 6.2 That within three month from the date of execution of the Development Agreement, the OWNER shall make over the vacant possession of the said premises in order to enable the DEVELOPER to start and continue the process of construction of proposed building.
- 6.2 The Developer shall at its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and Contd. Page - 14

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with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. The Developer shall on completion of the building shall obtain Completion Certificate from the Appropriate Authority concern at its own costs and expenses.

6.3 That the developer shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the owner to the Developer for their respective meters in the individual name of the Owner. It is also mentioned that the Developer will fix the sale rate for flat/garages etc. for Developer's allocation without consultation of the owner.

ARTICLE - VII. COMMON FACILITIES

- 7.1 The Developer shall pay and bear all expenses and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before except the Govt levy and property taxes which would be payable by the Owner and Developer in the share of 31% and 69% ratio respectively and after handing over the possession of the flat/units/Garage/space/Commercial area all the flat owner will pay due according to his/her/their shares.
- 7.2 The Owner and Developer shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and other taxes) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer. The owner hereby agreed that she shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owner for the same the developer will be entitled to get damages.

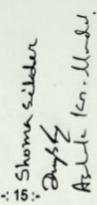
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7.3 The owner or her agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer is prevented by the owner without any reasonable and/or justified reason, then the owner or her legal representative(s) shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

ARTICLE - VIII. COMMON RESTRICTIONS

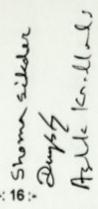
- 8.1. Neither party shall use or permit to the use in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupies of the building.
- 8.2. Neither party shall demolish any wall or other structure in the building thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from Municipal authority concern in this behalf.
- 8.3. Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.
- 8.4. The respective allotee or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.
- 8.5. No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused

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in any manner in the free movement of user in the corridors and other places of common use in the building.

- 8.6. Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about be building or in the compounds corridors or any other portion or portions of the building.
- 8.7. Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

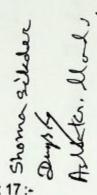
ARTICLE - IX. OWNER'S DUTY & INDEMNITY

The owner doth hereby agree and covenants with the Developer not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner or their heirs, agents, servants, representatives causing hindrance or impediments to such construction the owner will be liable to repay entire amount invested by the developer amount will be settled by the parties amicably. It is also further agreed that if the developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contagious land owner, then owner will be liable to pay cost of litigation to the Developer, which will be incurred by the Developer.

Her House



Addi. Dist. Sub-Registrar, Sadar Krishnamaay Nadia



- 9.2. The owner or her legal representative herein will have no right/authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the owner shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.
- 9.3. It is agreed that the owner will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from the Developer.
- 9.4. That the owner and her legal heirs hereby declare and undertake that upon the demise of the owner, the legal heir(s) of the said owner will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein.

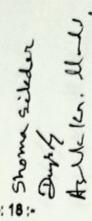
ARTICLE - X. DEVELOPER'S DUTY

- 10.1. That the Developer hereby agree and covenants with the Owner not to do any act, deed or things whereby the Owner is prevented from enjoying selling disposing of the owners' allocation in the building at the said premises after delivery of Re-possession thereof to the owner and also obtain Completion Certificate (C.C.)/Occupancy Certificate from the competent Authority at its own costs and expenses.
- 10.2. The Developer hereby undertake/s to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developer in relating to the making of construction of the said building. The developer shall also not interfere in any manner whatsoever to the sale proceeds and/or

Contd. Page - 18



Addl. Dist. Sub-Registrar, Sadar Krishnamagar Nadia



otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of the owners' allocation.

ARTICLE - XI. MISCELLANEOUS

- 11.1 The Owner and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.
- 11.2 As and from the date of getting Completion Certificate of the building the developer and/or its transferees and the owner and/or his/her/their transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.
- 11.3 The building to be constructed by the developer shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

ARTICLE - XII. FORCE MAJEURE

12. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

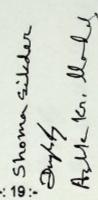
ARTICLE - XIII. ARBITRATION CLAUSE

13. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance Contd. Page - 19

He Hower



Addl. Dist. Sub-Registrar, Sadar Krishnamana, Nadia



hereto and/or otherwise shall be referred for arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable.

In case agreement unless it is contrary or repugnant to the context.

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

SCHEDULE OF PROPERTY (Said Property)

All That piece and parcel of land measuring about 12.70 decimal, more or less, together with a two storied structure of 748 sqft in the ground floor and 90 sqft in the first floor total 838 sqft covered area and roof type pucca lying and situated in R.S. Plot Number 2041 & corresponding L.R. plot Number 25002, recorded in R.S. Khatian Number 4907/1 and L.R. Khatian Number 35351 and piece and parcel of land measuring about 04.56 decimal, more or less, vacant space lying and situated in R.S. Plot Number 2041 & corresponding L.R. plot Number 4503, recorded in R.S. Khatian Number 4907/1 and L.R. Khatian Number 35351, total 17.26 decimal of land in two L.R. plots being no 25002 & 4503, at Mouza Krishnagar, J.L. Number 92, Touzi Number 7 under Police Station Kotwali, in the office of A.D.S.R., in the district of Nadia under the Krishnagar Municipality, recorded as Holding No. 15/1, under Ward No. 12 of Krishnagar Municipality,

Alexander Transport

Butted and bounded as follows:

On the North: Tarak Das Banerjee Road & Bimal Saha.

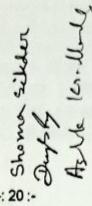
On the South: Nalini Sishu Sikhya Niketan School & Ganesh Saha.

On the East: Kanailal Saha, Ajit Biswas & Swaroj Saha.

On the West: Kaberi Saha & Bimal Saha.



Addi. Dist. Sub-Registrar, Sadar Krishnananar, Hadia



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED In the presence of the following

Shoma silder

SIGNATURE OF THE OWNER

Dughty Asher 167, Mandel,

SIGNATURE OF THE DEVELOPER

Drafted & Dictated by me as per instruction of the Executants

-Manas Kanjilal)

Advocate

District Judges' Court Nadia, at Krishnagar Enrollemnt No. - W.B. 630/2000 Typed by me:

Abhijit Nath, Krishnagar, Nadia.

Witnesses:

1. Briyanka Sihder

H/O Somray Gruha

T. D. Banenjee Road

krolmoran Necka, 74110

2. Amit Wesh.
Biswanath Chesh
Station Dula Para

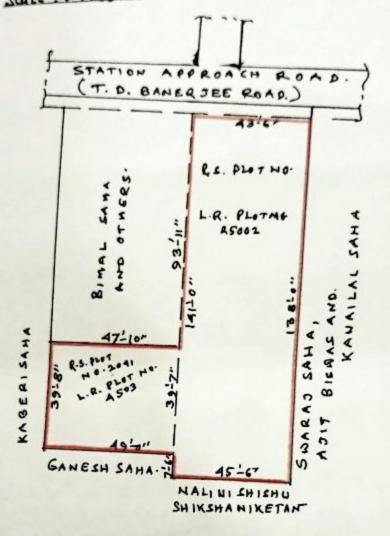
Addi. Dist. Sub-Registrar, Sadar Krishnampuar Nadia

SITE PLAN ON R.S. PLOT NO - 2041 AND 2054 (MAT) L.R. PLOTING NO. 25002 (RESPECTIVELY) IN MOUZA XAISHNA NACAR.

J. NO - 02 P.S. XRISH NACAR DIET. HADIA - WARDNO. 12

HOLDING NO. 15/1 AT STATION APPROACH ROAD (TARAKDASBANER JEE ROAD) UNDER THE KAISHNAHASAR MUNICIPALITY

STALE: DIE33-10" DONERS AREA COLOURED IN REO



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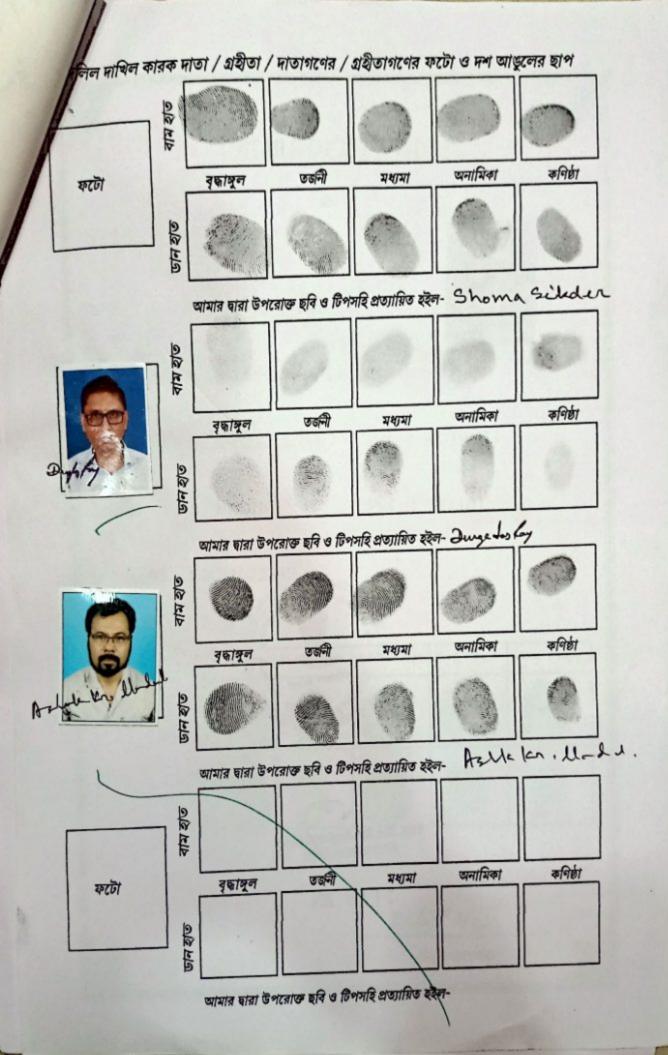
DRAGABY

Gramank	SCHEDITE OF THE							
		PLOTHO		PLOT	KHATIAN	NAME OF OWNER.	TOTAL	
Pratul Pramanik	MOUZA.	es.	1.R.	MAZEA	No.			
Retired Amin of L.R De Krishnagar, Nadia	NAGAR.		4503	4.27	R.s. 4907/2 1.4.35351	SMT SOMASIKDAR. AND PANKAJSIKDAR.	17'26 \$EC.	
	- 92	2054	25002	12'70 pec.	49.7/1 h.A. 35351		MORE ORLESS	

or Made St.



Addl. Dist. Sub-Registrar, Sadar Krishnamagar, Nadia





Addl. Dist. Sub-Registrar, Sadar Krishnanegar, Nadia





DETAILS OF INDENTIFIRE

NAME : ABHIJIT NATH

S/o. : RAMEN NATH

ADDRESS : BIDHU BABU LANE

POST : KRISHNAGAR P.S. : KOTWALI

DIST : NADIA PIN : 741101

EPIC NO. - DMB1625342

7	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand		Y/K 355			1
Right Hand			0		



Abligit Nath Signature



Standarding Control



Addl. Dist. Sub-Registrar, Sadar Krishnamanan Madia



Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan





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G	K	W	D	,,	***	**	ø

GRN:

GRN Date:

BRN: Gateway Ref ID:

GRIPS Payment ID:

Payment Status:

192024250054212588

21/05/2024 12:35:52

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Successful

Payment Mode:

Bank/Gateway:

BRN Date: Method:

Payment Init. Date:

Payment Ref. No:

SBI Epay

SBIePay Payment

Gateway

21/05/2024 12:36:07

State Bank of India NB 21/05/2024 12:35:52

2001254624/1/2024

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Mrs Shoma Sikdar

Address: Mobile:

Krishnagar 8906794068

Period From (dd/mm/yyyy): 21/05/2024

Period To (dd/mm/yyyy):

21/05/2024

Payment Ref ID:

2001254624/1/2024

Dept Ref ID/DRN:

2001254624/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
	2001254624/1/2024	Property Registration- Stamp duty Property Registration- Registration Fees	0030-02-103-003-02 0030-03-104-001-16	35010 14
	2001254624/1/2024	Property Regissanton 100	Total	35024

THIRTY FIVE THOUSAND TWENTY FOUR ONLY. IN WORDS:

Major Information of the Deed

peed No:	1-1302-05168/2024	Date of Registration	21/05/2024			
Query No / Year	1302-2001254624/2024	Office where deed is registered				
Query Date	20/05/2024 1:19:52 PM	A.D.S.R. KRISHNANAG	AR, District: Nadia			
Applicant Name, Address & Other Details	Abhijit Nath Krishnagar, Thana: Kotwali, District: Nadia, WEST BENGAL, PIN - 741101, Mobile No 7908382115, Status: Solicitor firm					
Transaction		Additional Transaction				
	Agreement or Construction	[4308] Other than Immovable Property. Agreement [No of Agreement : 1]				
Set Forth value		Market Value				
Rs. 300/-		Rs. 1,63,06,764/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 40,010/- (Article:48(g))		Rs. 14/- (Article:E, E)				
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Uri area)					

Land Details:

District: Nadia, P.S:- Krishnanagar, Municipality: KRISHNANAGAR, Road: Station Approach Road, Mouza: Krishnagar, , Ward No: 12, Holding No:15/1 JI No: 92, Pin Code: 741101

Sch	Plot Number	Khatian	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-25002 (RS :-)		Contract of the last of the la	Bari	12.7 Dec	100/-	1,15,82,396/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
	LR-4503 (RS:-)	LR-35351	Viti	Viti	4.56 Dec	100/-	41,58,718/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
		TOTAL :			17.26Dec	200 /-	157,41,114 /-	
	Grand	Total:			17.26Dec	200 /-	157,41,114 /-	

Structure Details :

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
51	On Land L1	838 Sq Ft.	100/-	5.65.650/-	Structure Type: Structure

Gr. Floor, Area of floor: 748 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 90 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

	-			
Т	otal:	838 sq ft	100 /-	5,65,650 /-

nd Lord Details :

Name	Photo	Finger Print	Signature
Mrs Shoma Sikdar Presentant) Nife of Mr Pankaj Kumar Sikdar Executed by: Self, Date of Execution: 21/05/2024 Admitted by: Self, Date of Admission: 21/05/2024 ,Place		Captured	Shima dans
	21.05/2024	21/05/2024	21/05/2024

Tarakdas Banerjee Road, City:- Not Specified, P.O:- Krishnagar, P.S:-Kotwali, District:-Nadia, West Bengal, India, PIN:- 741101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX6, PAN No.:: Faxxxxxx3p, Aadhaar No: 42xxxxxxx2322, Status:Individual, Executed by: Self, Date of Execution: 21/05/2024

, Admitted by: Self, Date of Admission: 21/05/2024 ,Place : Office

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
	Pravesh Station Approach Road, City:- Not Specified, P.O:- Krishnagar, P.S:-Kotwali, District:-Nadia, West Bengal, India, PIN:- 741101 Date of Incorporation:XX-XX-2XX3, PAN No.:: abxxxxxx3c,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

1	Name	Photo	Finger Print	Signature			
	Mr Durgadas Roy Son of Late Bimalendu Roy Date of Execution - 21/05/2024, , Admitted by: Self, Date of Admission: 21/05/2024, Place of Admission of Execution: Office		Captured	Durchy			
		May 21 2024 2:06PM	LTI 21/05/2024	21/05/2024			
	Nagendranagar 3rd Lane, City:- Not Specified, P.O:- Krishnagar, P.S:-Kotwali, District:-Nadia, West Bengal, India, PIN:- 741101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2, PAN No.:: ahxxxxxxx3m, Aadhaar No: 71xxxxxxxxx3636 Status: Representative, Representative of: Pravesh (as Authorised Signatory)						

Name	Photo	Finger Print	Signature
Mr Ashok Kumar Mondal Son of Late Prafulla Mondal Date of Execution - 21/05/2024, Admitted by: Self, Date of Admission: 21/05/2024, Place of Admission of Execution: Office		Captured	Au. K. M
	May 21 2024 2:00PM	LTI 21/05/2024	2105/2024

Pallyshree Lane, City:- Not Specified, P.O:- Krishnagar, P.S:-Kotwali, District:-Nadia, West Bengal, India, PIN:- 741101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9, PAN No.:: aexxxxxx2d, Aadhaar No: 35xxxxxxxx6960 Status: Representative, Representative of: Pravesh (as Authorised Signatory)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Abhijit Nath Son of Mr Ramen Nath Bidhu Babu Lane, City:- Not Specified, P.O:- Krishnagar, P.S:-Kotwali, District:- Nadia, West Bengal, India, PIN:- 741101	(S)\	Captured	med medigit wast
	21/05/2024	21/05/2024	21/05/2024

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
OF STREET, STR	Mrs Shoma Sikdar	Pravesh-12.7 Dec
Trans	fer of property for L2	
	From	To. with area (Name-Area)
	Mrs Shoma Sikdar	Pravesh-4.56 Dec
The same of the sa	fer of property for S1	
	From	To. with area (Name-Area)
1	Mrs Shoma Sikdar	Pravesh-838.00000000 Sq Ft

Land Details as per Land Record

District: Nadia, P.S:- Krishnanagar, Municipality: KRISHNANAGAR, Road: Station Approach Road, Mouza: Krishnagar, Ward No: 12, Holding No:15/1 JI No: 92, Pin Code: 741101

Vard No: 12, Holding No:15/1 Ji No: 92, Sch Plot & Khatian No Number		Details Of Land	Owner name in English as selected by Applicant
L1		Owner:সোদা পিকদার, Gurdian:শহজ শিকদার, Address:তেশদ লাভ ক্ষনগর,দাীয়া , Classification:শাল্লী, Area:0.12700000 Acre,	Mrs Shoma Sikdar
L2	LR Plot No:- 4503, LR Khatian No:- 35351	Owner:দোমা দিকদার, Gurdian:দুকল দিক্সার, Address:দোমদ লাড ক্ষুক্তর,দাদিন . Classification:ভিটি, Area:0.04560000 Acre.	Mrs Shoma Sikdar

Endorsement For Deed Number : I - 130205168 / 2024

n 21-05-2024

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 14:04 hrs on 21-05-2024, at the Office of the A.D.S.R. KRISHNANAGAR by Mrs Shoma Sikdar , 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 1,63,06,764/-

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

Execution is admitted on 21/05/2024 by Mrs Shoma Sikdar, Wife of Mr Pankaj Kumar Sikdar, Tarakdas Banerjee Road, P.O: Krishnagar, Thana: Kotwali, , Nadia, WEST BENGAL, India, PIN - 741101, by caste Hindu, by Profession House wife

Indetified by Mr Abhijit Nath, , , Son of Mr Ramen Nath, Bidhu Babu Lane, P.O: Krishnagar, Thana: Kotwali, , Nadia, WEST BENGAL, India, PIN - 741101, by caste Hindu, by profession Business

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

Execution is admitted on 21-05-2024 by Mr Durgadas Roy, Authorised Signatory, Pravesh, Station Approach Road, City:- Not Specified, P.O:- Krishnagar, P.S:-Kotwali, District:-Nadia, West Bengal, India, PIN:- 741101

Indetified by Mr Abhijit Nath, , , Son of Mr Ramen Nath, Bidhu Babu Lane, P.O: Krishnagar, Thana: Kotwali, , Nadia, WEST BENGAL, India, PIN - 741101, by caste Hindu, by profession Business

Execution is admitted on 21-05-2024 by Mr Ashok Kumar Mondal, Authorised Signatory, Pravesh, Station Approach Road, City:- Not Specified, P.O:- Krishnagar, P.S:-Kotwali, District:-Nadia, West Bengal, India, PIN:- 741101

Indetified by Mr Abhijit Nath, , , Son of Mr Ramen Nath, Bidhu Babu Lane, P.O: Krishnagar, Thana: Kotwali, , Nadia, WEST BENGAL, India, PIN - 741101, by caste Hindu, by profession Business

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 21/05/2024 12:36PM with Govt. Ref. No: 192024250054212588 on 21-05-2024, Amount Rs: 14/-, Bank: SBI EPay (SBIePay), Ref. No. 0226477477113 on 21-05-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,010/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-2. Stamp: Type: Impressed, Serial no 4734, Amount: Rs.5,000.00/-, Date of Purchase: 21/05/2024, Vendor name: N K

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/05/2024 12:36PM with Govt. Ref. No: 192024250054212588 on 21-05-2024, Amount Rs: 35,010/-, Bank: SBI EPay (SBIePay), Ref. No. 0226477477113 on 21-05-2024, Head of Account 0030-02-103-003-02

Sisir Kumar Bera

ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. KRISHNANAGAR

Nadia, West Bengal

tificate of Registration under section 60 and Rule 69.

gistered in Book - I

Volume number 1302-2024, Page from 177100 to 177130

- being No 130205168 for the year 2024.



Sin L 2.

Digitally signed by Sisir Kumar Bera Date: 2024.05.21 17:07:33 +05:30 Reason: Digital Signing of Deed.

(Sisir Kumar Bera) 21/05/2024 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. KRISHNANAGAR West Bengal.