

245 03-10-24

Gouri Sankar Roy & Ors

Burdwan 100/-

23-9-24

স্বাক্ষরিত

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Saving Account



A

Additional District Sub-Registrar
BURDWAN

18 NOV 2024

BROOKFIELD
INFRA & DEVELOPER
Prasanta Ghosh
Partner

BROOKFIELD
INFRA & DEVELOPER
Mahammed Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER
Swapnadeep Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER
Syed Tajuddin Ahmed
Partner

✓ Syed Tajuddin Ahmed

✓ Chandana Nath Roy

✓ Bandana Samanta

✓ Sumati Roy

✓ Sadhana Hazra

(Page : 2)

Samanta, nationality Indian, by faith Hindu, by occupation housewife, resident of 65/1, G.T Road , Anandapally, P.O. Sripally, P.S. Burdwan Sadar, District Purba Bardhaman, West Bengal - 713103.

4) SMT SUMATI ROY (Pan Card No. ADKPR3940B) (Aadhaar No. 7414 4409 8979) Daughter of Late Kali Krishna Roy, nationality Indian, by faith Hindu, by occupation housewife, resident of 58, Telmarui Para, Near Durga Munder, P.O Burdwan, P.S Burdwan Sadar, Dist Purba Bardhaman , West Bengal - 713101.

5) SMT SADHANA HAZRA (Pan Card No. AAPP7952K) (Aadhaar No. 6306 2563 3900) Daughter of Late Kali Krishna Roy, Wife of Dilip Hazra, nationality Indian, by faith Hindu, by occupation housewife, resident of Dewan Dighi, Mirjapur, P.O Natunganj, P.S Burdwan Sadar (now Dewan Dighi), Dist Purba Bardhaman , West Bengal - 713102.

herein after called the **OWNERS** (which express on shall unless excluded their and each of their respective heirs, executors, administrators, legal representative and assigns) of the **FIRST PART**.

AND

BROOKFIELD INFRA & DEVELOPER (a Partnership Firm) (Pan Card No. ABDFB7162L) having its Regd. Office at Bongpur More, Alamganj Road, P.O.- Sripally, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal - 713103, Represented by its Partners namely -

(1) SRI PRASANTA GHOSH (Pan Card No. ADNPG7761N) (Aadhaar No. 6705 5194 7157) son of Sekhar Kanti Ghosh, nationality Indian, by faith Hindu, by occupation Business, residing at Bongpur More, Alamganj Road, P.O.- Sripally, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal - 713103,

(2) MAHAMMAD HOSSAIN (Pan Card No. ABGPH9543N) (Aadhaar No. 2740 7171 3723) son of Mannan Hossain, nationality Indian, by faith Islam, by occupation Business, residing at Khaja Anoyar Ber, P.O.- Sripally, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal - 713103,

(3) SRI SWAPNADEEP DUTTA (Pan Card No. HPHPD4459D) (Aadhaar No. 2218 0780 6109) son of Sanjoy Dutta, nationality Indian, by faith Hindu, by occupation business, resident of Jagatberh (North) P.O. Sripally, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal - 713103,

(4) SYED TAJUDDIN AHMED (Pan Card No. BNWPS9110D) (Aadhaar No. 9499 0282 2484) son of Syed Barkate Khoda, nationality Indian, by faith Islam, by occupation business, resident of 1 Old Police Line, Rajamiya More, Gorabazar, P.O. Berhampore, P.S. Berhampore, Dist.- Murshidabad, West Bengal - 742101.

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BROOKFIELD
INFRA & DEVELOPER
Prasanna Ghosh
Partner

BROOKFIELD
INFRA & DEVELOPER
Mahammed Honar
Partner

BROOKFIELD
INFRA & DEVELOPER
Sudhadeep Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER
Syed Tajuddin Ahmed.
Partner

...

Gouri Sankar Roy

Chandranath Roy

Bandana Samanta

Sumati Roy

Sadhana Hazra

(Page : 3)

herein after called the **DEVELOPER FIRM** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART**.

WHEREAS the OWNERS are absolutely seized and possessed of the property described in the "A" Schedule below and have acquired a good and absolute right title interest & possession over the "A" schedule property.

AND WHEREAS the R.S Plot No. 565, 565/598 & 565/599 (L.R. Plot No. 1489) of mouza Bhatchala was belonged to Sripati Charan Das, who transferred R.S. Plot No. 565 of mouza Bhatchala a little more or less 08 cents in favour of Chandranath Roy S/o Kali Krishna Roy i.e. the OWNER NO. 2 by dint of a registered Deed of Sale being No. 5203 for 1980 of D.S.R. Burdwan. The said Sripati Charan Das again transferred a little more or less 06 cents of land in respect of R.S. Plot No. 565/598 of mouza Bhatchala in favour of Pratima Devi W/o Kali Krishna Roy by dint of a registered Deed of Sale being No. 5201 for 1980 of D.S.R. Burdwan. That the said Sripati Charan Das again transferred a little more or less 05 cents of land in respect of R.S. Plot No. 565/599 of mouza Bhatchala in favour of Gouri Sankar Roy S/o Kali Krishna Roy i.e. the OWNER NO. 1 by dint of a registered Deed of Sale being No. 5202 for 1980 of D.S.R. Burdwan.

AND WHEREAS after the demised of Pratima Devi W/o Kali Krishna Roy, her share in respect of R.S Plot No. 565/598 (L.R. Plot No. 1489) of mouza Bhatchala, devolves upon her two sons namely Gouri Sankar Roy S/o Kali Krishna Roy i.e. the OWNER NO. 1 & Chandranath Roy S/o Kali Krishna Roy i.e. the OWNER NO. 2 and three daughters namely Bandana Samanta i.e. the OWNER NO. 3, Sumati Roy i.e. the OWNER NO. 4 & Sadhana Hazra i.e. the OWNER NO. 5.

AND WHEREAS the R.S Plot No. 567 (L.R. Plot No. 1489) of mouza Bhatchala was belonged to Kanai Krishna Roy & Gopal Krishna Roy, whoes names were duly recorded in the R.S.R.O.R being Khatian.No. 271 of mouza Bhatchala. While they were in possession, the said Gopal Krishna Roy transferred his eight annas share in respect of the afore plot of land in favour of his brother Kanai Krishna Roy by dint of a registered Deed of Sale being no. 5736 dated 22/07/1965 of D.S.R. Burdwan. That the said Kanai Krishna Roy as owner and in possession of the aforesaid plot of land to the extent of sixteen annas share, transferred the same in favour of Dharmashila Sahu by dint of a registered Deed of Sale beinf no. 692 dated 16/02/1971 of D.S.R. Burdwan. The said Dharmashila Sahu transferred a little more

Sadhana Hazra

BROOKFIELD
INFRA & DEVELOPER
Prasanna Chakraborty
Partner

BROOKFIELD
INFRA & DEVELOPER
Mahammed Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER
Swarup Dasgupta
Partner

BROOKFIELD
INFRA & DEVELOPER
Syed Tajuddin Ahmad
Partner

BROOKFIELD
INFRA & DEVELOPER
Syed Tajuddin Ahmad
Partner

Syed Tajuddin Ahmad
Partner

Chandranath Roy
Partner

Bentara Samanta
Partner

Sumati Roy
Partner

Sadhana Hossain
Partner

(Page : 4)

or less 05 cents in favour of Chandranath Roy S/o Kali Krishna Roy i.e. the OWNER NO. 2 by dint of a registered Deed of Sale being No. 1950 for 1981 of D.S.R. Burdwan. The said Dharmashila Sahu again transferred a little more or less 05 cents of land in favour of Gouri Sankar Roy S/o Kali Krishna Roy i.e. the OWNER NO. 1 by dint of a registered Deed of Sale being No. 5001 for 1981 of D.S.R. Burdwan. The said Dharmashila Sahu again transferred a little more or less 04 cents of land by dint of a registered Deed of Sale being No. 2128 for 1981 of D.S.R. Burdwan in favour of Gouri Sankar Roy S/o Kali Krishna Roy i.e. the OWNER NO. 1.

AND WHEREAS the OWNERS have duly mutated their names in the office of B.L & L.R.O. Burdwan and also in the office of Burdwan Municipality and their names are duly recorded in the L.R.R.O.R being Khatian Nos. 436, 465, 3185, 3186, & 3187 of mouza Bhatchala and also in the Municipal Holding No. 606/1 of Bhatchala Street under Ward No. 18 within the jurisdiction of Burdwan Municipality.

AND WHEREAS the OWNERS are desire to construct a multi-storied residential building containing several self contained Flats/Units/Car Parking spaces etc. over the "A" schedule property. But for want of time, experience and fund they are unable to proceed with such multi- storied building project.

AND WHEREAS the OWNERS are in need of an firm/person/company, who will take up the project and will compete the same by taking all sorts of steps for developing the the "A" schedule property and construct the proposed multi-storied building project by providing fund from his/their/its own source.

AND WHEREAS the DEVELOPER FIRM is engaged in civil construction and development of immovable properties. The OWNERS have approached the DEVELOPER FIRM represented by its Partners to take up the project and complete the same by providing fund from its own source.

AND WHEREAS the DEVELOPER FIRM represented by its Partners have agreed to take up the project for development of the the "A" schedule property and to construct the proposed multi-storied building over the "A" schedule property and to provide funds for the said project thereupon.

AND WHEREAS the OWNERS and DEVELOPER FIRM represented by its Partners after due discussion over the modus operandi and the terms and conditions of the development, they have mutually agreed on condition that the DEVELOPER FIRM would make construction of the proposed multi-storied building and with the authority and power to procure intending purchaser/purchasers of flats/units/parking spaces comprising in the proposed multi-storied building and would make as an agent for the intending purchaser/s to be secured by the DEVELOPER FIRM and would also realize the cost of construction of the flats/units/car parking spaces etc.

Sadhana Hossain

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BROOKFIELD
INFRA & DEVELOPER

Prasanna Ghosh

Partner

BROOKFIELD
INFRA & DEVELOPER

Muhammed Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER

Swapnashree Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER

Syed Tajuddin Ahmed
Partner

Sanku Mondal

Chandranath Roy

Bondan Senapati

Sumati Roy

Sadhona Hazra

(Page : 5)

and common parts from the intending purchaser/purchasers directly for self and the cost of the proportionate share of interest in the land described in the schedule "A" mentioned hereunder and as would be proportionate to each such flat/unit/car parking space etc. and common parts for and on behalf of the OWNERS and upon receipt of such payment from the intending purchaser/purchasers the DEVELOPER FIRM shall nominate the intending purchaser/purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchaser/purchasers to the said OWNERS who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land together with flats/units/parking spaces.

AND WHEREAS the aforesaid OWNERS have accepted the said proposal of the DEVELOPER FIRM and they hereby agree to appoint the DEVELOPER FIRM for developing the property more fully described in the "A" schedule here under written by making construction of the proposed multi-storied building comprising several flats/units/car parking spaces etc. whom the DEVELOPER FRIM would procure on his/their own and such intending purchaser/purchasers shall pay consideration money to the DEVELOPER FIRM for the flats/units/ car parking spaces as well as undivided proportionate and impartible share of the land out of the land described in the "A" schedule hereunder written, save and except the construction which will be allotted in favour of the OWNERS after obtaining sanctioned plan from Burdwan Municipality.

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

ARTICLE - I

Definitions Unless in these presents there is something in the subject of context inconsistent with.

- 1.1. **PREMISES** shall mean the premises situated at Dist. Purba Bardhaman, P.S. Burdwan Sadar, S.R.O. Burdwan, Ward No.18, Holding No. 606/1, Bhatchala Mohalla within Burdwan Municipality, Mouza Bhatchala, J.L. No. 37, R.S. Khatian Nos. 272, 273, 199 & 271, L.R. Khatian Nos. 436, 465, 3185, 3186, & 3187, R.S. Plot Nos, 565, 565/598, 565/599 & 567, L.R. Plot No. 1489, Class Viti, Area 0.330 Acres
- 1.2. **OWNERS** shall means 1) **SRI GOURI SANKAR ROY** Son of Late Kali Krishna Roy, nationality Indian, by faith Hindu, by occupation Business, resident of Telmarui Para, Near Durga Mmdir, P.O Burdwan, P.S Burdwan Sadar, Dist Purba Bardhaman, West Bengal - 713101. 2) **SRI CHANDRA**

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BROOKFIELD
INFRA & DEVELOPER
Srinanda Ghosh

Partner

BROOKFIELD
INFRA & DEVELOPER

Mahammad Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER

Swapnadeep Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER

Syed Tajuddin Ahmed
Partner

Sri Anika Roy

Chandra Nath Roy

Bansona Samanta

Supnati Roy

Sadhana Hazra

(Page : 6)

NATH ROY Son of Late Kali Krishna Roy, nationality Indian, by faith Hindu, by occupation Business, resident of Telmarui Para, Near Durga Munder, P.O Burdwan, P.S Burdwan Sadar, Dist Purba Bardhaman , West Bengal - 713101. **3) SMT BANDANA SAMANTA** Daughter of Late Kali Krishna Roy, wife of Deb Kumar Samanta, nationality Indian, by faith Hindu, by occupation housewife, resident of 65/1, G.T Road Anandapally, P.O. Sripally, P.S. Burdwan Sadar, District Purba Bardhaman, West Bengal - 713103. **4) SMT SUMATI ROY** Daughter of Late Kali Krishna Roy, nationality Indian, by faith Hindu, by occupation housewife, resident of 58, Telmarui Para, Near Durga Munder, P.O Burdwan, P.S Burdwan Sadar, Dist Purba Bardhaman , West Bengal - 713101. **5) SMT SADHANA HAZRA** Daughter of Late Kali Krishna Roy, wife of Dilip Hazra nationality Indian, by faith Hindu, by occupation housewife, resident of Dewan Dighi, Mirjapur, P.O Natunganj, P.S Burdwan Sadar (now Dewan Dighi), Dist Purba Bardhaman , West Bengal - 713102.

- 1.3 **DEVELOPER** shall means **BROOKFIELD INFRA & DEVELOPER** (a Partnership Firm) having its Regd. Office at Bongpur More, Alamganj Road, P.O.- Sripally, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal - 713103, **Represented by its Partners namely - (1) SRI PRASANTA GHOSH** son of Sekhar Kanti Ghosh, nationality Indian, by faith Hindu, by occupation Business, residing at Bongpur More, Alamganj Road, P.O.- Sripally, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal - 713103, **(2) MAHAMMAD HOSSAIN** son of Mannan Hossain, nationality Indian, by faith Islam, by occupation Business, residing at Khaja Anoyar Ber, P.O.- Sripally, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal - 713103, **(3) SRI SWAPNADEEP DUTTA** son of Sanjoy Dutta, nationality Indian, by faith Hindu, by occupation business, resident of Jagatberh (North) P.O. Sripally, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal - 713103, **(4) SYED TAJUDDIN AHMED** son of Syed Barkate Khoda, nationality Indian, by faith Islam, by occupation business, resident of 1 Old Police Line, Rajamiya More, Gorabazar, P.O. Berhampore, P.S. Berhampore, Dist.- Murshidabad, West Bengal - 742101.

- 1.4 **BUILDING** shall mean proposed multi-storied building to be constructed over the "A" schedule property with such necessary additional structures in accordance with the plan/plans to be sanctioned by competent authorities and other authorities for construction of flats/units/car parking spaces over the "A" schedule property, which shall also include parking spaces in the building.

Sri Anika Roy

BROOKFIELD
INFRA & DEVELOPER
Prasanna Chak
Partner

BROOKFIELD
INFRA & DEVELOPER
Muhammad Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER
Sudhansu Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER
Syed Tajuddin Ahmed
Partner

Chandra Nath Roy

Bendun Samanta

Sumati Roy

Sadhana Hazra

(Page : 7)

- 1.5 **ARCHITECT** shall mean any technically experienced qualified person or persons of the firm or firms to be appointed by the Developer as Architect for the proposed multi-storied building to be constructed over the "A" schedule.
- 1.6 **BUILDING PLAN** shall mean the plan/drawings of the proposed multi-storied building to be constructed over the "A" schedule property to be prepared by the Architect and submitted (subject to the approval of the Owners) to the competent authorities for construction of the proposed multi-storied building over the "A" schedule property with such variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned.
- 1.7 **COMMON FACILITIES / PORTIONS** shall includes paths, passages, lift, roofs, foundations, columns, beams, supports, main wall, corridors, lobbies, entrances & exits, tanks, motors, pump, lift and such other spaces and facilities whatsoever required for the establishment, location, common enjoyment, provision, management and/or maintenance of the buildings as shall be determined by the Developer and the Owners of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Society is formed and take charge of the same.
- 1.8 **CONSTRUCTED SPACE** shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities:
- 1.9 **OWNERS' ALLOCATION** shall mean and include the undivided 40% of the Flat Area as well as covered Car Parking space on the Ground Floor of the proposed multi-storied building to be constructed over the "A" schedule property as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures. Be it mentioned here that the OWNERS will get the following the Flats such as -

BLOCK - A

<u>FLOOR</u>	<u>FLAT MARK</u>	<u>POSITION</u>
1st Floor	A	North-Eastern Side
1st Floor	B	North-Western Side
1st Floor	C	South-Western Side
1st Floor	D	South-Eastern Side

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BROOKFIELD
INFRA & DEVELOPER
Sovanika Ghosh
Partner

BROOKFIELD
INFRA & DEVELOPER
Muhammad Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER
Swoopadeb Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER
Syed Tajuddin Ahmed
Partner

Sovanika Ghosh

Chandranath Roy

Randem Sonube

Samati Roy

Sadhana Hazra

(Page : 8)

<u>FLOOR</u>	<u>FLAT MARK</u>	<u>POSITION</u>
2nd Floor	B	North-Western Side
2nd Floor	C	South-Western Side
4th Floor	A	North-Eastern Side

BLOCK - B

<u>FLOOR</u>	<u>FLAT MARK</u>	<u>POSITION</u>
1st Floor	A	North-Eastern Side
1st Floor	B	North-Western Side
1st Floor	D	South-Eastern Side
3rd Floor	C	South-Western Side
3rd Floor	D	South-Eastern Side
4th Floor	A	North-Eastern Side

are allotted in favour of OWNERS and togetherwith 40% share of the car parking/shops on the GROUND FLOOR of the proposed Multistoried Building as per sanctioned Plan by The Bardhaman Municipality.

As per agreement the proposed building construction area more or less 21566 Sq ft. excluding Car Parking, Shop, Stair, Lift and Common Area. Out of total above area the Developer will get 60% of allocation i.e. 12939.6 Sq ft. and Owners will get 40% of above area i.e. 8626.4 Sq ft. But it is further mentioned that the Building Plan Sanctioned by Bardhaman Municipality is Final. If approved plan shows that the total construction area more or less, then the allocation of Owners and Developer will determined accordingly, Owners will get 40% and Developer will get 60% of total Sanctioned Construction Area.

Be it further mentioned here that the **OWNER NO. 1 Sri Gouri Sankar Roy** and the **OWNER NO. 2 Sri Chandranath Roy** on behalf of all the Owners will receive a sum of **Rs. 60,00,000/- (Rupees Sixty Lakh Only)** from the DEVELOPER FIRM as security deposit subject to refund the same without interest on installments as follows :-

a) Two Owners i.e. Mr. Gouri Sankar Roy and Mr. Chandranath Roy on behalf of all the Owners have received from DEVELOPER FIRM as the first installment by the Cheque in favour of Sri Gouri Sankar Roy amounting to Rs. 15,00,000/- (Rupees Fifteen Lakh Only) of Union Bank of India, Burdwan Branch through cheque being No. 015352 on dated 08/11/2024 and in favour of Sri Chandranath Roy amounting to Rs. 15,00,000/- (Rupees Fifteen Lakh Only) of Union Bank of India, Burdwan Branch through cheque being No.

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Sri Gouri Sankar Roy

BROOKFIELD
INFRA & DEVELOPER
Prasanna Ghosh

Partner

BROOKFIELD
INFRA & DEVELOPER

Mohammed Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER

Swapnabati Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER

Syed Tajuddin Ahmed
Partner

Sri Gouri Sankar Roy

Chandranath Roy

Bandana Samanta

Sumati Roy

Sachin Kumar Hazra

(Page : 9)

015353 on dated 08/11/2024 i.e. on the date of registration of Development Agreement by and between both parties.

b) The Developer Firm is also responsible to pay rest sum of Rs 30,00,000/- (Rupees Thirty Lac Only) as second installment by cheque to Sri Gouri Sankar Roy and Sri Chandranath Roy on behalf of all the Owners before beginning of any construction work at the project site, but within 45 days after the sanctioned of Building plan by the Burdwan Municipality or concerned authority to do so.

1.10 **DEVELOPER'S ALLOCATION** shall mean excepting the 40% of Owners' allocation, the rest undivided 60% of the Flats as well as covered Car Parking space/Shops on the Ground Floor of the proposed multi-storied building to be constructed over the "A" schedule property as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures. That save & except the allotted Flats to the OWNERS, the rest Flats will be devolved upon the DEVELOPER FIRM for realization of the cost of construction. Be it further mentioned here that if any deviation occurs then the same will be mutually adjusted by executing separate supplementary agreement.

1.11 **SALEABLE SPACE** means, except the Owners' allocation, the space in the building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.

1.12 **COVERED AREA** shall mean the plinth area of the said unit/flat/parking space including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between two units/flats/parking space then one - half of the area under such wall shall be included in each Unit/Flat.

1.13 **UNDIVIDED SHARE** shall mean the undivided proportionate share in the land attributable to the each flat/unit/parking space comprised in the said property and the common portions held by and/or here in agreed to be sold to the respective purchaser/s and also wherever the context permits.

1.14 **TRANSFEREE** shall mean the person to whom any may space in the building has been transferred or is proposed to be transferred.

1.15 **TRANSFER** with its grammatical, variations shall mean and include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to purchaser/s thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 and the Transfer of property Act.

Sri Gouri Sankar Roy

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BROOKFIELD
INFRA & DEVELOPER

Prasanta Ghosh

Partner

BROOKFIELD
INFRA & DEVELOPER

Mohammed Hanoin
Partner

BROOKFIELD
INFRA & DEVELOPER

S. wafiqul Kabir
Partner

BROOKFIELD
INFRA & DEVELOPER

Syed Tajuddin Ahmed
Partner

Gouri Sakin Roy

Chandra Nath Roy

Banani Samta

Sumati Roy

Sadhona Hazra

(Page : 10)

- 1.16 **CO - OWNER** shall according to its context mean and include all persons who acquire or agree to acquire Units/Flats/Car-parking Spaces in the Building, including the Developer for the Units/Flats/Car-parking Spaces not alienated or agreed to be alienated.
- 1.17 **COMMON EXPENSES** shall include all expenses to be incurred by the co-owners for the maintenance, management and upkeep of the building over the schedule property for common purposes.
- 1.18 **COMMON FACILITIES AND AMENITIES** shall mean the Corridors, Ways, Stair, Stair Passage Ways, Drive Ways, Lift, Roof, Pump, Tube well, Overhead tank, Meter Room Space, Septic Tank, Boundary Wall and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment, maintenance and/or management of the Building in common.
- 1.19 **COMMON PURPOSES** shall mean the purpose of managing and maintaining the building over the schedule property and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the co - owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common portions in common.
- 1.20 **SUPER BUILT-UP AREA** shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of **25% (Twenty Five Percent)** of the built-up and/or the covered area of the Unit/Flat.
- 1.21 **UNIT** shall according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Units/Flats/Car Parking space etc. in the Building/s and shall also include the Developer herein and the owner herein in respect of such Units/Flats/Car Parking space etc. which are retained and/or not alienated and/or not agreed to be alienated of the time being.

ARTICLE - II

THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS

- 2.1 That the Owners are the absolute owners of the said property and lawfully entitled to the same and no dispute or proceedings is pending in respect thereof any part or portion thereof.
- 2.2 That there is no arrear of taxes and/or other levies of impositions of the said property due and payable to any statutory authority.
- 2.3 That no proceeding for acquisition of the said property or any portion thereof is pending nor has any notice been received in respect thereof.

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Shit Home

BROOKFIELD
INFRA & DEVELOPER

Sravanta Ghosh
Partner

BROOKFIELD
INFRA & DEVELOPER

Muhammad Hanain
Partner

BROOKFIELD
INFRA & DEVELOPER

Sunandadeb Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER

Syed Tajuddin Ahmed.
Partner

Gouri Sankar Roy

Chandranath Roy

Rensana Samanta

Sumati Roy

Sadhana Hazra

(Page : 11)

- 2.4 That the said land is not a Debottor or Pirottor property or Vested to the State of West Bengal.
- 2.5 That no proceeding of Income Tax Act, Weather Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.6 That there is absolutely no impediment or bar in matter of this agreement/ understanding or sale or the said property as contemplated in these present.
- 2.7 That the said property hereunder given for development does not in any way attract the mischief of the Urban Land (Ceiling and Regulation) Act. However, in case of necessity the Owners undertake to procure and produce proper permission or No-Objection from the competent authority under the said Act.
- 2.8 The Owners shall show all original documentary evidences in respect of the property to the Developer when necessary.
- 2.9 The Owners shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the said multi-storied buildings and pay all arrears of taxes and/or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
- 2.10 The Owners shall vacate the said property/premises on the date of execution of the present agreement.
- 2.11 The absolute right of the Owners in regard of their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the Owners will be undivided 40% of the proposed buildings in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi Storied Building comprised with flats/Units/shops/parking spaces as their respective share..

The Owners will be taken from the Developer Firm a sum of Rs. 60,00,000/- (Rupees Sixty Lakh Only) as security deposit subject to refund the same without interest.

Two Owners i.e. Mr. Gouri Sankar Roy and Mr. Chandranath Roy on behalf of all the Owners have received from DEVELOPER FIRM as the first installment by the Cheque in favour of Sri Gouri Sankar Roy amounting to Rs. 15,00,000/- (Rupees Fifteen Lakh Only) of Union Bank of India, Burdwan Branch through cheque being No. 015352 on dated 08/11/2024 and in favour of Sri Chandranath Roy amounting to Rs. 15,00,000/- (Rupees Fifteen Lakh Only) of Union Bank of India, Burdwan Branch through cheque being No.

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Sadhana Hazra
Partner

BROOKFIELD
INFRA & DEVELOPER
Srushti Ghosh
Partner

BROOKFIELD
INFRA & DEVELOPER
Malcommed Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER
Swastikrup Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER
Syed Tajuddin Ahmed
Partner

Sri Gouri Sankar Roy

Chandranath Roy

Rendana Sumba

Sumati Roy

Sadhana Hazra

(Page : 12)

015353 on dated 08/11/2024 i.e. on the date of registration of Development Agreement by and between both parties.

The Developer Firm is also responsible to pay rest sum of Rs 30,00,000/- (Rupees Thirty Lac Only) as second installment by cheque to Sri Gouri Sankar Roy and Sri Chandranath Roy on behalf of all the Owners before beginning of any construction work at the project site, but within 45 days after the sanctioned of Building plan by the Burdwan Municipality or concerned authority to do so.

After the execution of this deed the distribution of physical allocation will take place and the Owners will received their allocated portion by virtue of a deed of allocation distribution and may register the same for their own convenience at the cost of the Developer Firm or may also take the possession certificate from the Developer Firm and afterwards the Owners may either retain or keep or may directly sell the said Flat/Units/Shops/Car Parking space and other establishment or execute agreement for sell themselves or through their Power of Attorney holder on their behalf.

ARTICLE - III

THE DEVELOPER ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS

- 3.1 The Developer has vast experience relating to construction and sufficient fund and enough competence to complete the building as per terms of this agreement within the stipulated period.
- 3.2 The Developer on good faith is satisfied with regard to the Owners' title over the schedule property according to the oral assurance and representations made by the Owners.
- 3.3 In case there is any damage to the building or unforeseen situation happens to any workmen, labourers in course of construction, the Developer will personally be liable for the same and shall indemnify the Owners from all costs, consequences and damages arising thereof.
- 3.4 The Owners will not be liable for any act, deeds and things on the part of the Developer regarding construction & development of the property.
- 3.5 The Developer shall at his own costs and expenses apply and obtain all necessary permission certificates from all appropriate authority or authorities as may be required for the purpose of completion of the said building in the said premises.
- 3.6 The Developer shall at its own costs complete the proposed multi-storied building over the schedule property.

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Sri Gouri Sankar Roy

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Prasanna Ghosh
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BROOKFIELD
INFRA & DEVELOPER
Mahammed Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER
SambudEEP Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER
Syed Tajuddin Ahmed,
Partner

Sudhakar Roy

Chandra Nath Roy

Bondam Sumantra

Sumati Roy

Sadhana Hazare

(Page : 13)

- 3.7 The Developer Firm acting on behalf of the Owners as Attorney and shall from time to time submit all further Plans and/or applications and other documents and papers with the written consent of the Architect and the Owners and do all further acts, deeds and things as may be required or otherwise relevant for the purpose and/or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the building expeditiously and without delay.
- 3.8 The applications, plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owners. But the intending purchaser/purchasers can take loan by mortgaging his/her/their own proposed Flats/units/car parking spaces. All fees and other expenses incurred and/or to be incurred relating to the preparation of the plans by the Architect, Sanction fee charged or to be charged by the competent authority and supervision in the course of construction of the Building by the Architect shall be borne and paid by the Developer Firm. All other costs and charges and expenses related to the construction of the building shall also be borne and paid by the Developer Firm.
- 3.9 The Owners shall be entitled to periodically supervise the progress of construction of the Buildings over the property.
- 3.10 That the Developer Firm has every right to amalgamate the entire property and to modify or alter the building plan and also have right to submit supplementary Building Plan for the purpose of completion of construction of the proposed multi-storied building over the "A" schedule property mentioned hereunder after due discussion and consent of the Owners and if in any case any consent in writing or signature of the Owners are required for the said purpose the Owners shall sign the same and also shall co-operate in all matters in respect of getting supplementary sanction of Building Plan.

ARTICLE - IV

OCCUPANT

- 4.1 All the areas to be vacated by the Owners in all respect and give permission to the Developer Firm for the purpose of construction within 15 days from the date of sanction of building plan.

ARTICLE - V

COST OF CONSTRUCTION / COMPLETION

- 5.1 The entire cost of construction of the building or whatsoever nature shall be borne by the Developer Firm and such costs shall include the cost of all service

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INFRA & DEVELOPER

Firoz Khan Ghosh

Partner

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INFRA & DEVELOPER

Mahmood Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER

Swaraj Kumar Datta
Partner

BROOKFIELD
INFRA & DEVELOPER

Syed Tajuddin Ahmed
Partner

Savitri Jha

Chandra Nath Roy

Bandana Samanta

Sumati Roy

Saikat Hazra

(Page : 14)

amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permissions and approvals. The Owners shall not be required to contribute any amount in that regard.

- 5.2 The Developer Firm shall commence construction the entire property as per sanctioned plan of the authority concerned. Except unavailing circumstances the Developer Firm shall complete the construction within 36 months from the date of sanction of building plan issued by the Burdwan Municipality.

The Developer shall not incur any liability for any delay in the delivery of possession by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory order of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order for delivery of the said Owners' Allocation or as the case may be. After the, if the Developer Firm fails to commence the proposed multi-storied construction within the stipulated period of 36 months, the Developer Firm will bound to pay of Rs. 40000/- (Fourty Thousand) per month to the Land Owner as delayed charge.

ARTICLE - VI

POSSESSION AND PAYMENT

- 6.1 Within 10 days from the date of sanction of plan, the Owners shall put the Developer Firm in the exclusive possession to the said property as agreed upon.
- 6.2 That the Developer Firm shall be entitled to collect and realize consideration money only from the Developer's allocated portion from the intending purchasers for Flats/Units/Shops/Car Parking spaces, price of the undivided proportionate and impartible share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common areas.
- 6.3 That the Developer Firm shall be entitled to collect the price of the Developer's portion of undivided proportionate and impartible share or interest in the said land and cost of construction so far it relates to its allocation.
- 6.4 The flats will not be considered as complete unless the Developer Firm has given notice to this effect to the flat owners and the said building shall be

Smit Hazra
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 Saadunadub Ditta
 BROOKFIELD
 INFRA & DEVELOPER
 Partner
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 Saadunadub Roy
 Chandra Nath Roy
 Bandana Somak
 Sumati Roy
 Sadhana Hazare

(Page : 15)

deemed to be completed in all regards on receipt of possession by each owners of the Flats/Units/Shops/Car Parking spaces.

ARTICLE - VII

DEVELOPER FIRM'S OBLIGATION

- 7.1 The Developer Firm shall complete the proposed multi-storied building within **Thirty Six (36)** months from the date of sanction of building plan from the Burdwan Municipality and deliver the possession after completing the Flats/Units/Shops/Car Parking spaces in all respect.
- 7.2 The Developer Firm shall not make any deviation of sanctioned building plan in construction of the said building over the "A" schedule property without consent of the Owners. Developer Firm shall use standard material for construction of the proposed building.
- 7.3 That before execution of the Sale Deed/s, the Draft of the same should be approved by the Owners and the Owners should be make party to convey the proportionate land of the respective Flats/Units/Shops/Car Parking spaces of the Developer's Allocation.
- 7.4 The Owners will be entitled to 40% of total constructed area i.e. Flats/Units/Shops/Car Parking spaces and other establishment inthe developed area.

ARTICLE - VIII

SPACE ALLOCATION

- 8.1 That the The OWNERS will get the following the Flats as follows -

BLOCK - A

<u>FLOOR</u>	<u>FLAT MARK</u>	<u>POSITION</u>
1st Floor	A	North-Eastern Side
1st Floor	B	North-Western Side
1st Floor	C	South-Western Side
1st Floor	D	South-Eastern Side
2nd Floor	B	North-Western Side
2nd Floor	C	South-Western Side
4th Floor	A	North-Eastern Side

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 Swapnadas Datta
 Partner
 BROOKFIELD
 INFRA & DEVELOPER
 Syed Tajuddin Ahmed
 Partner
 ✓ Javed Khan
 ✓ Chandan Nath Roy
 ✓ Bandana Samanta
 ✓ Sumati Roy
 ✓ Sadhana Hazra

(Page : 16)

BLOCK - B

<u>FLOOR</u>	<u>FLAT MARK</u>	<u>POSITION</u>
1st Floor	A	North-Eastern Side
1st Floor	B	North-Western Side
1st Floor	D	South-Eastern Side
3rd Floor	C	South-Western Side
3rd Floor	D	South-Eastern Side
4th Floor	A	North-Eastern Side

are allotted in favour of OWNERS

TOGETHERWITH 40% share of the Car Parking spaces on the GROUND FLOOR of the proposed multi-storied building as per sanctioned Plan by The Bardhaman Municipality.

As per agreement the proposed building construction area more or less 21566 Sq ft. excluding Car Parking, Shop, Stair, Lift and Common Area. Out of total above area the Developer will get 60% of allocation i.e. 12939.6 Sq ft. and Owners will get 40% of above area i.e. 8626.4 Sq ft. But it is further mentioned that the Building Plan Sanctioned by Bardhaman Municipality is Final. If approved plan shows that the total construction area more or less, then the allocation of Owners and Developer will determind accordingly, Owners will get 40% and Developer will get 60% of total Sanctioned Construction Area.

That excepting the Owners' allocation, the rest Flats/Units/Shops/Car Parking spaces of the proposed multi-storied building to be constructed over the "A" schedule property as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures.

- 8.2 The Owners and the Developer Firm shall be entitled to deal with sale, transfer, grant lease and/or in any way dispose of their respective allotments and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.
- 8.3 That during pendency of the work if and when the local authority permits to extend any further floor over the building, the ratio of the allocation of the Owners and the Developer Firm will be same as on this day. The Owners will be entitled to get their share either by Flats/Units/Shops/Car Parking spaces of the extended portion over the existing building for their allocation by executing

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Muhammed Hanouf

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Saeed Javed Durrani

Partner

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Syed Tajuddin Ahmed

Partner

✓ Chandan Nath Roy

✓ Chandan Nath Roy

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✓ Sumati Roy

✓ Sadhana Hazra

(Page : 17)

separate supplementary Agreement. And be it mentioned that the cost for any further extended floor over the said building will be borne by the Developer Firm.

ARTICLE - IX

DELIVERY OF POSSESSION

- 9.1 The Developer Firm hereby agrees to give possession of the Owners' Allocation after completing the proposed multi-storied building in all respect within **Thirty Six (36)** months from the date of sanction of building plan. The Developer shall not incur any liability for any delay in the delivery of possession by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order for delivery of the said Owners' Allocation or as the case may be. After that, if the Developer Firm fails to commence the proposed multi-storied construction within the stipulated period of 36 months, the Developer Firm will bound to pay a sum of Rs. 40000/- (Fourty Thousand) per month to the Land Owner as delayed charge.
- 9.2 That the Owners shall execute deed/deeds in respect of the undivided share of interest on the land of such part or parts as shall be required by the Developer Firm in favour of the Developer or its prospective Buyer/s as nominated by the Developer.

ARTICLE - X

ARCHITECTS, ENGINEERS ETC.

- 10.1 That for the purpose of the development of the schedule property, the Developer Firm shall be alone responsible to appoint Architect for the proposed building and the certificate given by the Architect regarding the materials to be used for construction, erection and completion of the building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties.
- 10.2 The decision of the Architect regarding the quality of the materials and also the specifications of the purpose of construction will be final, conclusive and binding on the parties. Architect's details are mentioned in plan.

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 Swapnansu Dutta
 Partner

BROOKFIELD
 INFRA & DEVELOPER
 Syed Tajuddin Ahmed
 Partner

Chandra Nath Roy
 Bondara Samaha
 Sumati Roy
 Sadhana Hazza

(Page : 18)

- 10.3** The Developer Firm shall be solely liable for ensuring safety and strength of the structural, masonry, fittings & fixtures used in the construction of the building and the consequences of any deviation/breach/default in complying with any statutory/engineering requirements shall be to their account and they shall keep the Owners wholly indemnified against any claims/demands on this account.

ARTICLE-XI

INDEMNITY

- 11.1** The Developer Firm shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction and in no event the Owners shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owners against all losses, liabilities, costs or claims, actions or proceedings thus arising.
- 11.2** The Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owners' allocation will be borne by the Owners.
- 11.3** That during pendency of the project if any party dies, his/their legal heirs/successors/administrators will be bound to obey the terms & conditions of the present agreement and will be bound to execute supplementary agreement with the other party.
- 11.4** The Owners shall not be liable to pay any Tax in respect of the Developer's Allocation and likewise the Developer shall not be liable to pay any Tax in respect of the Owners' Allocation. The Owners shall liable to pay any Tax after handed over the Owner's Allocation to the Owner's.
- 11.5** The Owners agree and undertake not to cause any interference or hindrances in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owners commit any breach of terms & conditions of the agreement, the Owners shall be bound to pay compensation & interest as per banking rate.
- 11.6** The Owners shall personally bear all costs relating to the ownership of their property and if any dispute arises regarding their ownership of the property at

Sadhana Hazza

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 Prasantha Ghosh
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 INFRA & DEVELOPER
 Mohammed Hanour
 Partner
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 Sunilwadeeb Datta
 Partner
 BROOKFIELD
 INFRA & DEVELOPER
 Syed Tajuddin Ahmed
 Partner
 ✓ Sunil Jaisankar
 ✓ Chandranath Roy
 ✓ Bandaru Somnath
 ✓ Sumati Roy
 ✓ Sadhana Hazare

(Page : 19)

that time the Owners will bear all costs of the suit/case/proceeding. If the Owners fail to conduct the said suit/case/proceeding at that time the Developer Firm as Attorney Holder will conduct the same and the costs of the suit/case along with related expenses will be deducted from the share of the Owners.

11.7 That the The OWNERS will get the following the Flats as follows -

BLOCK - A

<u>FLOOR</u>	<u>FLAT MARK</u>	<u>POSITION</u>
1st Floor	A	North-Eastern Side
1st Floor	B	North-Western Side
1st Floor	C	South-Western Side
1st Floor	D	South-Eastern Side
2nd Floor	B	North-Western Side
2nd Floor	C	South-Western Side
4th Floor	A	North-Eastern Side

BLOCK - B

<u>FLOOR</u>	<u>FLAT MARK</u>	<u>POSITION</u>
1st Floor	A	North-Eastern Side
1st Floor	B	North-Western Side
1st Floor	D	South-Eastern Side
3rd Floor	C	South-Western Side
3rd Floor	D	South-Eastern Side
4th Floor	A	North-Eastern Side

are allotted in favour of OWNERS

TOGETHERWITH 40% Car Parking spaces/Shops on the **GROUND FLOOR** of the proposed multi-storied building as per sanctioned Plan by The Bardhaman Municipality.

As per agreement the proposed building construction area more or less 21566 Sq ft. excluding Car Parking, Shop, Stair, Lift and Common Area. Out of total above area the Developer will get 60% of allocation i.e. 12939.6 Sq ft. and Owners will get 40% of above area i.e. 8626.4 Sq ft. But it is further mentioned that the Building Plan Sanctioned by Bardhaman Municipality is Final. If approved plan shows that the total construction area more or less, then the

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 Swafwadeeb Datta
 Partner
 BROCKFIELD
 INFRA & DEVELOPER
 Syed Tajuddin Ahmed
 Partner
 Shree Sankar Roy
 Chandra Nath Roy
 Bandana Sarmata
 Sumati Roy
 Sadhana Harsa

(Page : 20)

allocation of Owners and Developer will determined accordingly, Owners will get 40% and Developer will get 60% of total Sanctioned Construction Area.

That excepting the Owners' allocation, the rest Flats/Units/Shops/Car Parking spaces of the proposed multi-storied building to be constructed over the "A" schedule property as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures.

That if and when the local authority permits to extend any further floor over the existing residential building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will be entitled to get their 40% of share either by Flat area of the extended portion over the existing building for their allocation by executing separate supplementary Agreement. And it mentioned that the cost for the extended any further floor over the said building will be borne by the Developer Firm.

ARTICLE-XII

MAINTENANCE

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

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Partner

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Mohammed Hanain
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Surbhadra Dutta
Partner

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INFRA & DEVELOPER
Syed Tajuddin Ahmed
Partner

Jayanti Saha Roy

Chandana math Roy

Dandana samanta

Sumati Roy

Sadhana Hazra

(Page : 21)

subject however to the Owners making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof. The Owners shall pay all the proportionate share of the maintenance charges and all other outgoing payable after the Developer issue a completion certificate to the Owners and physical allocation given to the Owners after receiving the completion certificate in all respect from Burdwan Municipality.

ARTICLE - XIII

OBLIGATIONS OF THE OWNERS

- 13.1 The Owners shall grant a Power of Attorney in favour of the Developer Firm for applying to the competent authority for grant of permission to develop the said property and to construct proposed building in its place as per sanctioned plan by the Burdwan Municipality and to make & sign all necessary applications & papers before any competent authority regarding development & amalgamation of the property, sanction of building plan, permission for water supply, electricity supply, laying down drainage and for other amenities before the Burdwan Municipality and all other statutory authorities and to appoint Architects, Contractors, Structural Engineers, Surveyors, Advocate, Agent or any other professionals as may be required for proposed the project and to enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, assurances and other documents, papers, writings and things that may be necessary.
- 13.2 The Owners shall sign and execute necessary applications, papers, deeds, documents and do all acts, deeds and things as may be required in order to legally and effectively devolve to the Developer Firm or its nominee title to the 60% of Developer's Allocation over the schedule property and for completing the construction work of the building.
- 13.3 The Owners shall also execute Power of Attorney to empower the Developer to negotiate for sale of the proposed flats/units/car parking space and other units at the best price available allotted in favour of the 60% allocation of the Developer and to enter into an agreement for sale with the intending purchasers in the prescribed form and to execute the sale deed except the 40% of Owners' allocation in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owners and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.

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Partner

Chandra Nath Roy

Bandna Sankha

Sumati Roy

Sadhona Hazara

(Page : 22)

- 13.4 The Owners shall also execute Power of Attorney to empower the Developer to get a Co-operative Housing Society/Association of the flat purchasers in the said new building registered under the Co-operative Societies Act or Societies Registration Act or any other acts and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the Registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate and to engage any advocate or solicitor for the purpose of taking advice and for preparation and execution of documents required to be executed and to pay their fees.
- 13.5 That the Owners shall sign all papers and execute necessary documents for the purpose of completion of the proposed project. but shall not sign for any loan to mortgage land under any circumstances.
- 13.6 The Owners shall execute Supplementary Agreement with the Developer for any further amendments, alternations or modifications, which are not possible to be stated at present:-
- 13.7 The Owners hereby agree and undertake not to let out, grant lease, part with possession, mortgage and/or charge the said property or any portion thereof at any time hereafter during the continuance of this agreement without the written consent of the Developer.
- 13.8 The Owners hereby further agree and undertake not do any act, deed, thing whereby the Developer may be prevented from constructing the proposed building and completing the same.
- 13.9 The Owners hereby further agree and undertake not to cause any interference or hindrance in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owners commit any breach, the Owners shall be bound to pay compensation & interest as per banking rate.
- 13.10 That if and when the local authority permits to extend any further floor over the existing building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will only be entitled to get their share either by Flat area of the extended portion over the existing building for their allocation by executing separate supplementary Agreement.
- 13.11 The Owners will personally bear all costs relating to the ownership of their property and if any dispute arises relating their ownership regarding the schedule property at that time the Owners will bear all costs of the suit/case.

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Partner

BROOKFIELD
INFRA & DEVELOPER

Mahammed Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER

Surbhadra Deep Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER

Syed Tajuddin Ahmed,
Partner

Sherin Anwar Begum

Chandrabhathi Roy

Bansura Sunkh

Sumati Roy

Sadhana Hossain

(Page : 23)

- 13.12 The Owners may advise the Developer regarding the qualitative perfection of the construction work. In the event the owners have any allegations / complaints about the quality of the construction they will immediately lodged such complaint in writing before the Arbitrator nominated on consent of both the parties whose shall be final and binding upon both the parties. At no stage the owner shall have any right to direct for stopping the construction or interfering into the construction work in any manner. If the owners have no complaint at the time of construction it will be presumed that all construction up to such have been done satisfactorily and owner shall have no right to complain regarding construction at a subsequent stage. The owners shall also be bound to certify the developer for having made construction at per the declared quality. If any construction work is hampered due to intervention of owners, such intervention shall be deemed to be motivated and malafide and the owners shall be liable to compensate the Developer with interest for all the loss and damages.
- 13.13 The Developer Firm shall have right to construct Generator Room, Security Guard Room, etc. on the open space in the Ground Floor with written permission from the Owners.

ARTICLE - XIV

BREACH AND CONSEQUENCE

- 14.1 In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the otherhand if the Owners fail to remove the encumbrances regarding the schedule property, the Owners will solely be responsible & liable for all financial loss & injury of the Developer.
- 14.2 If the Developer fails to carry-on the proposed work within the stipulated period, except by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building, the Developer shall also be liable to compensate the Owners as stated earlier on ARTICLE No. 9.1.

ARTICLE-XV

JURISDICTION

- 15.1 Court at Burdwan shall have the jurisdiction to try and entertain all actions, suits and proceedings arising out of this Agreement.

Contd. next page

Syed Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER
Srikanth Ghosh
Partner

BROOKFIELD
INFRA & DEVELOPER
Mohammed Hanain
Partner

BROOKFIELD
INFRA & DEVELOPER
Suresh Dutt
Partner

BROOKFIELD
INFRA & DEVELOPER
Syed Tajuddin Ahmed.
Partner

Jayashree Roy

Chandrasekhar Roy

Bendana Sankar

Sumati Roy

Sadhana Hazare

(Page : 24)

ARTICLE - XVI

POWER OF ATTORNEY

16.1 The Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale of the Flats/Units/Shops/Parking spaces of the multi-storied building on and over the "A" schedule mentioned property excluding the Owners' allocation. To settle the consideration amount and to receive consideration amount and to enter into an agreement for sale by receiving the advanced amount and it required, to appear before the registering authority and presenting the same and shall admit execution and registration and to receive the consideration amount of the proposed multi-storied building on and over the "A" Schedule mentioned property and to execute the sale deed in favour of the prospective purchaser/s and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchaser/s and admit execution thereof on behalf of the Owners as attorney holder and to do all things, act and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount of the multi-storied building on and over the "A" Schedule mentioned property and to receive the entire amount of the consideration amount from the all purchaser/s of the Developer's Allocation only on and over the "A" Schedule mentioned property and Flats/Units/Shops/Parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses investment of the Developer incurred and made as per the terms and condition of this agreement and to delivered the possession in favour of the buyer in respect of the proposed multi-storied building on and over the "A" Schedule mentioned property.

16.2 In pursuance of this agreement since one Power of Attorney for development and also for selling the Flats/Units/Shops/Parking and etc. on behalf of the Owners are required excluding the 40% of Owners' Allocation, hence for the said reason the Owners here by decided to execute Power of Attorney by virtue of this agreement its so that the Developer may smoothly and uninterruptedly carry on and continue its work, the Developer will be able to absolutely transfer and sale the Flats/Units/Shops/Parking spaces etc. in favour of the purchaser and execute all required deed which are necessary for the purpose as the Power of Attorney Holder of the present Land Owners excluding the 40% of Owners' Allocation. Hence the Power of attorney for the

[Handwritten signature]

BROOKFIELD
INFRA & DEVELOPER

Prasant Ghosh
Partner

BROOKFIELD
INFRA & DEVELOPER

Mahomed Hanan
Partner

BROOKFIELD
INFRA & DEVELOPER

Sunanda Das
Partner

BROOKFIELD
INFRA & DEVELOPER

Syed Tajuddin Ahmed
Partner

Savitri Bhowmik

Chandrasekhar Ray

Bondita Samanta

Sumati Ray

Sadhana Das

(Page : 25)

development purpose, for selling purpose as well as for other associated and ancillary purpose.

THE "A" SCHEDULE ABOVE REFERRED TO

Dist. Purba Bardhaman, P.S. Burdwan Sadar, S.R.O. Burdwan, Ward No. 18, Holding No. 606/1, Bhatchala Mohalla within Burdwan Municipality, Mouza Bhatchala, J.L. No. 37, R.S. Khatian Nos. 272, 273, 199 & 271, L.R. Khatian Nos. 436, 465, 3185, 3186, & 3187, R.S. Plot Nos, 565, 565/598, 565/599 & 567, L.R. Plot No. 1489, Class Viti, Area 0.330 Acres

Butted and bounded by :

- In the North : Open Land of Dag No. 1490 and Municipal Road
In the East : Shiv Mondir
In the South : Oil Mill
In the West : 30 Ft. Bhatchala Municipal Road

(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY ALL THE OWNERS)

Electrical installations relating to meter, transformer for receiving electricity from the Electricity Authority. Other facilities or installations, if any provided for the common use of the Units/Flats/Shops/Car Parking spaces of the premises and not covered by hereinunder.

THE SPECIFICATION OF CONSTRUCTION OF THE FLATS

1. Structure : Reinforced cement concrete
2. Caress Walls and Partition Walls : Out-side 10 Inches and In side 5 Inches.
3. Flooring : Vitrified.
4. Skirting and Dado : 6 Inches skirting.
5. Plastering : In General
6. Woodwork : Door frame made by Hard Wood and Doors are by commercial Flash Door.
7. Window Work : All windows are 2/3 way Aluminum channel with necessary fittings.

Contd. next page

Shit Hazra

BROOKFIELD
INFRA & DEVELOPER

Srikanth Chakraborty
Partner

BROOKFIELD
INFRA & DEVELOPER

Muhammad Hanain
Partner

BROOKFIELD
INFRA & DEVELOPER

Sunpreet Singh Datta
Partner

BROOKFIELD
INFRA & DEVELOPER

Syed Tajuddin Ahmad
Partner

Jasvinder Singh

Chandrabhatt Roy

Bansu Sen

Sumati Roy

Sadhana Hazare

(Page : 26)

8. Painting : All the internal wall surfaces and the ceiling will be finished with white putti. The external wall surfaces will be finished with snowcem or equivalent cement based paint.
9. Finishing works for
Ground Floor : The parking areas will be finished with net - cement.
10. Hardware fitting
and fixtures : All the hardware fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like Tower bolts, hatch bolts, door knobs or rings etc.
11. Electrical Works : All the electrical lines will be concealed with copper wires. with PVC conduits and modular Switch.
- Total Conceal wiring P.V.C. Electricity Board with Switch D.P. Box (one P.V.C. main with indicators) Ground one iron main switch. If it is instructed by WBSEDCL for installing a transformer separately instead of direct connection with WBSEDCL and the Flat Owners will be bound to pay the same proportionately.

EACH FLAT WILL HAVE THE FOLLOWING ELECTRICAL POINTS.

- Entrance Door : Bel Switch
- Bed Room : Three light points, Two Plug Points, One Fan Point, One A/C point in anyone Bed Room and One Bed Switch point.
- Drawing cum Dining Room : Four light points, One Fan point, One Plug Point and One Separate T V Point.
- Balcony : One light point and One Plug point.

Contd. next page

Smit Hazare

BROOKFIELD
INFRA & DEVELOPER
Saranath Choudhary
Partner

BROOKFIELD
INFRA & DEVELOPER
Mahammed Hossain
Partner

BROOKFIELD
INFRA & DEVELOPER
Sambudath Datta
Partner

BROOKFIELD
INFRA & DEVELOPER
Syed Tajuddin Ahmad
Partner

Sauad Akbari

Chandra Nath Roy

Banshu Sanku

Sumati Roy

Sadhane Kozec

(Page : 27)

- | | | |
|--------------------------------|---|--|
| Kitchen | : | One light point, One Power Point, One Exhaust Fan Point and One Aqua-Guard Point. |
| Toilet 1 | : | One light point, One Exhaust Fan Point and One Geyser Point. |
| Toilet 2 | : | One light point, One Exhaust Fan Point |
| 12. Water supply & drainage | : | One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir. |
| WITNESSES : | | |
| 1. | | The drainage line will be connected to the existing sewer line through the Master trap. |
| 2. | | Each flat have separate water supply line from the overhead water reservoir through P.V.C Pipes and fittings.
For external drainage stoneware pipes will be used. |
| 13. Dining | : | One Basin with mirror light. |
| 14. Balcony | : | Balcony will be finished as 2 1/2 ft. brick work at out-side and MS railing & MS Handrails. |
| 15. Toilet fittings & fixtures | : | Each toilet will be provided with one shower, one commode, one mixture point with one separate tap connection. The floor will be of vitrified and all the walls will be by 7 ft. wall tiles. |
| 16. Kitchen space | : | Each kitchen space will be provided with one cooking platform finished with marble one sink with drain board and the required tap connections and 2 ft. wall tiles on the side of the Gas Oven Tobs over the Gas Slab. |
| 17. External Boundary | : | Boundary wall will covered a total area with Two gates. |

Shiraj Hossain

The present deed has been prepared upon the stamp valued at Rs. 100/- (Rupees One Hundred Only) and the rest amount of stamp duty upon the assessed market valuation is hereby paid through e-payment.

The photos, finger prints, signatures of the parties are annexed herewith in separate sheets, which will be treated as the part of this deed.

IN WITNESS WHEREOF the parties have put their respective hands on the 18th day of November 2024.

WITNESSES :

1. Anup Kumar Ghosh
S/o - Pradyuman Ghosh
Chitronipuri, Ambagan
Sripaali, Ambagan
Pin - 713103

2. Aniruddha Mukherjee
S/o Ram Mukherjee
Aryapalli, Boronipuri
Burdwan - 713103.
W.P.

1) Gauri Sankar Roy ✓

2) Chandranath Roy.

3) Bandana Samta

4) Samati Roy

5) Sadhana Hazra

SIGNATURE OF THE OWNERS

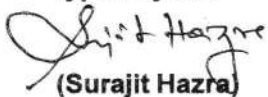
1) BROOKFIELD
INFRA & DEVELOPER
Prasanta Ghosh
Partner

2) BROOKFIELD
INFRA & DEVELOPER
Mahammed Hossain
Partner

3) BROOKFIELD
INFRA & DEVELOPER
Swarnadeep Dutta
Partner

4) BROOKFIELD
INFRA & DEVELOPER
Syed Tajuddin Ahmed.
Partner

Drafted and Computerised
typed by me


(Surajit Hazra)

Advocate

Dist. Judges Court, Burdwan

Enroll. no. WB 1260 OF 2001

SIGNATURE OF THE DEVELOPER

Left Hand	Impression	Little	Ring	Middle	Index	Thumb
Right Hand	Impression	Thumb	Index	Middle	Ring	Little



Goutam Sankar Roy

SIGNATURE *Goutam Sankar Roy*

Left Hand	Impression	Little	Ring	Middle	Index	Thumb
Right Hand	Impression	Thumb	Index	Middle	Ring	Little



Chandrabath Ray











SIGNATURE *Chandrabath Ray*

Left Hand	Impression	Little	Ring	Middle	Index	Thumb
Right Hand	Impression	Thumb	Index	Middle	Ring	Little



Bonjara Smita

SIGNATURE *Bonjara Smita*











Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Samati Roy

SIGNATURE

Samati Roy











Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Sadhana Hazra

SIGNATURE

Sadhana Hazra











Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					

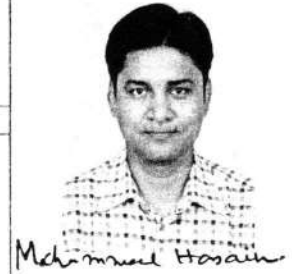


Prasenjit Ghosh











SIGNATURE

Prasenjit Ghosh

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					













SIGNATURE *Mohammad Hosain*

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



SIGNATURE *Sunpreet Deep Datta*

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



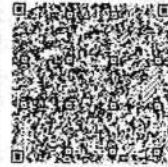
SIGNATURE *Syed Tajuddin Ahmed*

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ABDFB7162L

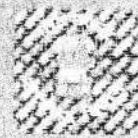


नाम / Name
BROOKFIELD INFRA & DEVELOPER

30082024

निगमन / गठन की तारीख
Date of Incorporation/Formation
18/08/2024

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटारं:
आयकर सेन सेवा इकाई, प्रोटीबन इंगव टेक्नोलॉजीज लिमिटेड
पहली मंजिल, टाइम्स टवर, कमला मिल्स कंपाउंड,
सेनापति बाघट मार्ग, लोअर पारेल,
मुंबई 400 013



*If this card is lost & someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, Protean eGov Technologies Limited
1st Floor, Times Tower, Kamala Mills Compound,
Senapati Bapat Marg, Lower Parel,
Mumbai 400 013
Tel: 91-20-2721 8080, e-mail: unitinfo@proteantech.in
itn.systems1.1@incometax.gov.in, pan.grievance@incometax.gov.in

BROOKFIELD
INFRA & DEVELOPER

Prasanna Ghera
Partner

BROOKFIELD
INFRA & DEVELOPER

Swapna Deep Dutta
Partner

BROOKFIELD
INFRA & DEVELOPER

Mahammed Hanain
Partner

BROOKFIELD
INFRA & DEVELOPER

Syed Tajuddin Ahmed,
Partner

आयकर विभाग
INCOME TAX DEPARTMENT


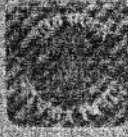

भारत सरकार
GOVT. OF INDIA

PRASANTA GHOSH

SEKHAR KANTI GHOSH

02/04/1974
Permanent Account Number
ADNPG7761N

Prasanta Ghosh
Signature



26/07/2011

Prasanta Ghosh

आयकर विभाग
INCOME TAX DEPARTMENT


भारत सरकार
GOVT. OF INDIA

MAHAMMAD HOSSAIN

MANNAN HOSSAIN

26/12/1973
Permanent Account Number
ABGPH9549N

Mannan
Signature



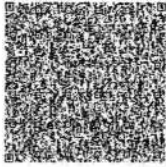
Mahammad Hossain

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेख-संख्या कार्ड
Permanent Account Number Card

HPHPD4459D



नाम / Name
SWAPNADEEP DUTTA

पिता का नाम / Father's Name
SANJOY DUTTA

जन्म की तारीख /
Date of Birth
14/04/2003

Swapna Deep Dutta
हस्ताक्षर / Signature

21012024

Swapna Deep Dutta

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SYED TAJUDDIN AHMED

SYED BARKATE KHODA

25/12/1970
Permanent Account Number
BNWPS9110D

Ahmed
Signature

05092007

Syed Tajuddin Ahmed.

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ADJPR5721K



नाम /NAME
GOURI SANKAR ROY

पिता का नाम /FATHER'S NAME
KALI KRISHNA ROY

जन्म तिथि /DATE OF BIRTH
10-01-1959

हस्ताक्षर /SIGNATURE

Gouri Sankar Roy

K. K. Roy

आयकर आयुक्त; प.बं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / गिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें संयुक्त आयकर आयुक्त(पद्धति एवं तकनीकी), पी-7, घोरिंगी बक्वायर, कलकत्ता - 700 069.

In case this card is lost/found, kindly Inform/return to the issuing authority :
Joint Commissioner of Income-tax(Systems & Technical), P-7, Chowringhee Square, Calcutta- 700 069.

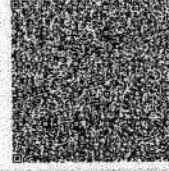
Gouri Sankar Roy

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ACYPR1260R



नाम / Name
CHANDRA NATH ROY

पिता का नाम / Father's Name
KALIKRISHNA ROY

जन्म की तारीख
Date of Birth
03/12/1966

Chandra Nath Roy
हस्ताक्षर / Signature

24022020

Chandra Nath Roy -

आयकर विभाग
INCOME TAX DEPARTMENT

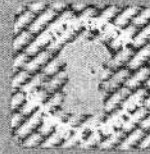


भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ALXPS1373A



नाम / Name
BANDANA SAMANTA

पिता का नाम / Father's Name
KALI KRISHNA ROY

जन्म की तारीख / Date of Birth
31/07/1964



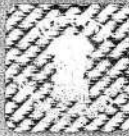

Bandana Samanta

हस्ताक्षर / Signature




05122017

Bandana Samanta

आयकर विभाग INCOME TAX DEPARTMENT		भारत सरकार GOVT. OF INDIA
	स्थायी लेखा संख्या कार्ड Permanent Account Number Card	
नाम / Name SUMATI ROY	ADKPR3940B	
पिता का नाम / Father's Name KALIKRISHNA ROY	<i>Sumati Roy</i>	
जन्म की तारीख / Date of Birth 01/01/1967	हस्ताक्षर / Signature	12052018

Sumati Roy


स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AAPPH7952K



नाम /NAME
SADHANA HAZRA

पिता का नाम /FATHER'S NAME
KALI KRISHNA ROY

जन्म तिथि /DATE OF BIRTH
08-04-1959



हस्ताक्षर /SIGNATURE
Sadhana Hazra

CB Has
आयकर आयुक्त, प.नं.-XI
COMMISSIONER OF INCOME-TAX, W.B. - XI

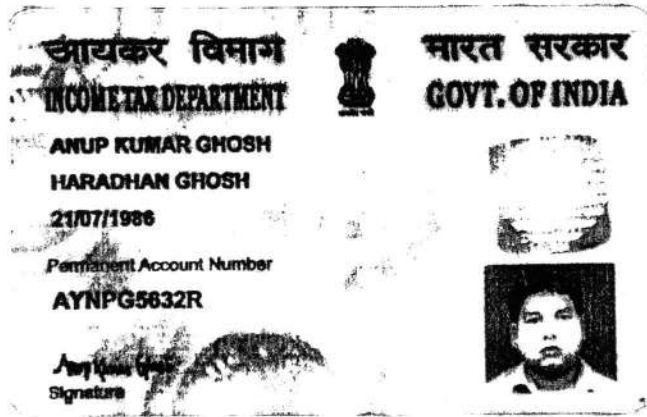
Sadhana Hazra

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ANUP KUMAR GHOSH
HARADHAN GHOSH
21/07/1986
Permanent Account Number
AYNPG5632R

Signature



Anup Kumar Ghosh

Major Information of the Deed



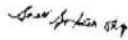






Deed No :	I-0203-07452/2024	Date of Registration	18/11/2024
Query No / Year	0203-2002741786/2024	Office where deed is registered	
Query Date	27/10/2024 2:50:50 PM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	Surajit Hazra Burdwan Dist Judges Court, Thana : Bardhaman , District : Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No. : 8250878523, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 60,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,40,00,010/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 60,021/- (Article:E, E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



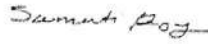



Land Details :

District: Purba Bardhaman, P.S:- Bardhaman, Municipality: BURDWAN, Road: Bhatchala Road, Mouza: Bhatchala, , Ward No: 18 JI No: 37, Pin Code : 713103

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1489 (RS :- 565/598,56 7)	LR-436	Bastu	Bhiti	0.157 Acre		1,14,18,186/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	LR-1489 (RS :- 565/598,56 7)	LR-465	Bastu	Bhiti	0.137 Acre		99,63,640/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L3	LR-1489 (RS :- 565/598,56 7)	LR-3185	Bastu	Bhiti	0.012 Acre		8,72,728/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L4	LR-1489 (RS :- 565/598,56 7)	LR-3186	Bastu	Bhiti	0.012 Acre		8,72,728/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L5	LR-1489 (RS :- 565/598,56 7)	LR-3187	Bastu	Bhiti	0.012 Acre		8,72,728/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
		TOTAL :			33Dec	0 /-	240,00,010 /-	
		Grand Total :			33Dec	0 /-	240,00,010 /-	

Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr GOURI SANKAR ROY (Presentant) Son of Late KALI KRISHNA ROY Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office		 Captured	
	18/11/2024	LTI 18/11/2024	18/11/2024	
TELMARUI PARA NEAR DURGA MANDIR, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: ADxxxxxx1K,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office				
2	Name Mr CHANDRA NATH ROY Son of Late KALI KRISHNA ROY Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office		 Captured	
	18/11/2024	LTI 18/11/2024	18/11/2024	
TELMARUI PARA NEAR DURGA MANDIR, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: ACxxxxxx0R,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office				
3	Name Smt BANDANA SAMANTA Wife of DEB KUMAR SAMANTA Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office		 Captured	
	18/11/2024	LTI 18/11/2024	18/11/2024	
65/1 G T ROAD ANANDAPALLY, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX4 , PAN No.:: ALxxxxxx3A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	SUMATI ROY Daughter of Late KALI KRISHNA ROY Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office		 Captured	
	18/11/2024		LTI 18/11/2024	18/11/2024
58 TELMARUI PARA NEAR DURGA MANDIR, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: ADxxxxxx0B,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office				
5	Name	Photo	Finger Print	Signature
	Smt SADHANA HAZRA Wife of DILIP HAZRA Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office		 Captured	
	18/11/2024		LTI 18/11/2024	18/11/2024
DWAN DIGHI MIRJAPUR, City:- Burdwan, P.O:- NATUNGANJ, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713102 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: AAxxxxxx2K,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 18/11/2024 , Admitted by: Self, Date of Admission: 18/11/2024 ,Place : Office				



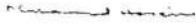
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	BROOKFIELD INFRA & DEVELOPER BONGPUR MORE ALAMGANJ ROAD, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Date of Incorporation:XX-XX-2XX4 , PAN No.:: ABxxxxxx2L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative




Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr PRASANTA GHOSH Son of SEKHAR KANTI GHOSH Date of Execution - 18/11/2024, , Admitted by: Self, Date of Admission: 18/11/2024, Place of Admission of Execution: Office
	
	 Captured
	Nov 18 2024 1:36PM
	LTI 18/11/2024
	
	18/11/2024



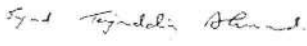
BONGPUR MORE ALAMGANJ ROAD, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: ADxxxxxx1N,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : BROOKFIELD INFRA & DEVELOPER (as PARTNER)

2	Name	Photo	Finger Print	Signature
	Mr MAHAMMAD HOSSAIN Son of MANNAN HOSSION Date of Execution - 18/11/2024, , Admitted by: Self, Date of Admission: 18/11/2024, Place of Admission of Execution: Office		 Captured	
		Nov 18 2024 1:37PM	LTI 18/11/2024	18/11/2024

KHAJA ANOYAR BER, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: ABxxxxxx3n,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : BROOKFIELD INFRA & DEVELOPER (as PARTNER)




3	Name	Photo	Finger Print	Signature
	Mr SWAPNADEEP DUTTA Son of Mr SANJOY DUTTA Date of Execution - 18/11/2024, , Admitted by: Self, Date of Admission: 18/11/2024, Place of Admission of Execution: Office		 Captured	
		Nov 18 2024 1:37PM	LTI 18/11/2024	18/11/2024

JAGATBERH NORTH, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX3 , PAN No.:: HPxxxxxx9D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : BROOKFIELD INFRA & DEVELOPER (as PARTNER)

4	Name	Photo	Finger Print	Signature
	SYED TAJUDDIN AHMED Son of SYED BARKATE KHODA Date of Execution - 18/11/2024, , Admitted by: Self, Date of Admission: 18/11/2024, Place of Admission of Execution: Office		 Captured	
		Nov 18 2024 1:44PM	LTI 18/11/2024	18/11/2024

1 OLD POLICE LINE RAJAMIYA MORE GORABAZAR, City:- Berhampore, P.O:- BERHAMPORE, P.S:-Berhampore, District:-Murshidabad, West Bengal, India, PIN:- 742101, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: BNxxxxxx0D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : BROOKFIELD INFRA & DEVELOPER (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ANUP KUMAR GHOSH Son of Mr HARADHAN GHOSH CHOTONILPUR AMBAGAN, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103			
	18/11/2024	18/11/2024	18/11/2024
Identifier Of Mr GOURI SANKAR ROY, Mr CHANDRA NATH ROY, Smt BANDANA SAMANTA, SUMATI ROY, Smt SADHANA HAZRA, Mr PRASANTA GHOSH, Mr MAHAMMAD HOSSAIN, Mr.SWAPNADEEP DUTTA, SYED TAJUDDIN AHMED			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr GOURI SANKAR ROY	BROOKFIELD INFRA & DEVELOPER-3.14 Dec
2	Mr CHANDRA NATH ROY	BROOKFIELD INFRA & DEVELOPER-3.14 Dec
3	Smt BANDANA SAMANTA	BROOKFIELD INFRA & DEVELOPER-3.14 Dec
4	SUMATI ROY	BROOKFIELD INFRA & DEVELOPER-3.14 Dec
5	Smt SADHANA HAZRA	BROOKFIELD INFRA & DEVELOPER-3.14 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr GOURI SANKAR ROY	BROOKFIELD INFRA & DEVELOPER-2.74 Dec
2	Mr CHANDRA NATH ROY	BROOKFIELD INFRA & DEVELOPER-2.74 Dec
3	Smt BANDANA SAMANTA	BROOKFIELD INFRA & DEVELOPER-2.74 Dec
4	SUMATI ROY	BROOKFIELD INFRA & DEVELOPER-2.74 Dec
5	Smt SADHANA HAZRA	BROOKFIELD INFRA & DEVELOPER-2.74 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr GOURI SANKAR ROY	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
2	Mr CHANDRA NATH ROY	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
3	Smt BANDANA SAMANTA	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
4	SUMATI ROY	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
5	Smt SADHANA HAZRA	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr GOURI SANKAR ROY	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
2	Mr CHANDRA NATH ROY	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
3	Smt BANDANA SAMANTA	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
4	SUMATI ROY	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
5	Smt SADHANA HAZRA	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mr GOURI SANKAR ROY	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
2	Mr CHANDRA NATH ROY	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
3	Smt BANDANA SAMANTA	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
4	SUMATI ROY	BROOKFIELD INFRA & DEVELOPER-0.24 Dec
5	Smt SADHANA HAZRA	BROOKFIELD INFRA & DEVELOPER-0.24 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Bhatchala Road, Mouza: Bhatchala, ,
Ward No: 18 JI No: 37, Pin Code : 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1489, LR Khatian No:- 436	Owner:গৌরীশ্বর রায়, Gurdian:কালিকৃষ্ণ , Address:নিজ , Classification:ভিটি, Area:0.15700000 Acre,	Mr GOURI SANKAR ROY
L2	LR Plot No:- 1489, LR Khatian No:- 465	Owner:চন্দ্রনাথ রায়, Gurdian:কালিকৃষ্ণ , Address:নিজ , Classification:ভিটি, Area:0.13700000 Acre,	Mr CHANDRA NATH ROY
L3	LR Plot No:- 1489, LR Khatian No:- 3185	Owner:সাদানা হাজরা, Gurdian:দিলীপ , Address:নিজ , Classification:ভিটি, Area:0.01200000 Acre,	Smt SADHANA HAZRA
L4	LR Plot No:- 1489, LR Khatian No:- 3186	Owner:বন্দনা সামন্ত, Gurdian:দেবকুমার , Address:নিজ , Classification:ভিটি, Area:0.01200000 Acre,	Smt BANDANA SAMANTA
L5	LR Plot No:- 1489, LR Khatian No:- 3187	Owner:সুমতি রায়, Gurdian:কালিকৃষ্ণ , Address:নিজ , Classification:ভিটি, Area:0.01200000 Acre,	SUMATI ROY

Endorsement For Deed Number : I - 020307452 / 2024

On 18-11-2024

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 13:00 hrs on 18-11-2024, at the Office of the A.D.S.R. Bardhaman by Mr GOURI SANKAR ROY , 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 2,40,00,010/-

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

Execution is admitted on 18/11/2024 by 1. Mr GOURI SANKAR ROY, Son of Late KALI KRISHNA ROY, TELMARUI PARA NEAR DURGA MANDIR, P.O: BURDWAN, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 2. Mr CHANDRA NATH ROY, Son of Late KALI KRISHNA ROY, TELMARUI PARA NEAR DURGA MANDIR, P.O: BURDWAN, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 3. Smt BANDANA SAMANTA, Wife of DEB KUMAR SAMANTA, 65/1 G T ROAD ANANDAPALLY, P.O: SRIPALLY, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession House wife, 4. SUMATI ROY, Daughter of Late KALI KRISHNA ROY, 58 TELMARUI PARA NEAR DURGA MANDIR, P.O: BURDWAN, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession House wife, 5. Smt SADHANA HAZRA, Wife of DILIP HAZRA, DWAN DIGHI MIRJAPUR, P.O: NATUNGANJ, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713102, by caste Hindu, by Profession House wife

Indetified by Mr ANUP KUMAR GHOSH, , , Son of Mr HARADHAN GHOSH, CHOTONILPUR AMBAGAN, P.O: SRIPALLY, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 18-11-2024 by SYED TAJUDDIN AHMED, PARTNER, BROOKFIELD INFRA & DEVELOPER (Partnership Firm), BONGPUR MORE ALAMGANJ ROAD, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr ANUP KUMAR GHOSH, , , Son of Mr HARADHAN GHOSH, CHOTONILPUR AMBAGAN, P.O: SRIPALLY, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Law Clerk

Execution is admitted on 18-11-2024 by Mr PRASANTA GHOSH, PARTNER, BROOKFIELD INFRA & DEVELOPER (Partnership Firm), BONGPUR MORE ALAMGANJ ROAD, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr ANUP KUMAR GHOSH, , , Son of Mr HARADHAN GHOSH, CHOTONILPUR AMBAGAN, P.O: SRIPALLY, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Law Clerk

Execution is admitted on 18-11-2024 by Mr MAHAMMAD HOSSAIN, PARTNER, BROOKFIELD INFRA & DEVELOPER (Partnership Firm), BONGPUR MORE ALAMGANJ ROAD, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr ANUP KUMAR GHOSH, , , Son of Mr HARADHAN GHOSH, CHOTONILPUR AMBAGAN, P.O: SRIPALLY, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Law Clerk

Execution is admitted on 18-11-2024 by Mr SWAPNADEEP DUTTA, PARTNER, BROOKFIELD INFRA & DEVELOPER (Partnership Firm), BONGPUR MORE ALAMGANJ ROAD, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr ANUP KUMAR GHOSH, , Son of Mr HARADHAN GHOSH, CHOTONILPUR AMBAGAN, P.O: SRIPALLY, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60,021.00/- (B = Rs 60,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 60,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/11/2024 1:58PM with Govt. Ref. No: 192024250264763528 on 05-11-2024, Amount Rs: 60,021/-, Bank: SBI EPay (SBlePay), Ref. No. 0195672058227 on 05-11-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 245, Amount: Rs.100.00/-, Date of Purchase: 03/10/2024, Vendor name: Sanjay Acharyya

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/11/2024 1:58PM with Govt. Ref. No: 192024250264763528 on 05-11-2024, Amount Rs: 39,921/-, Bank: SBI EPay (SBlePay), Ref. No. 0195672058227 on 05-11-2024, Head of Account 0030-02-103-003-02



Sanjit Sardar

ADDITIONAL DISTRICT SUB-REGISTRAR

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

Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2024, Page from 188741 to 188793

being No 020307452 for the year 2024.



Sanjit

Digitally signed by SANJIT SARDAR
Date: 2024.11.20 12:53:45 +05:30
Reason: Digital Signing of Deed.

(Sanjit Sardar) 20/11/2024

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.