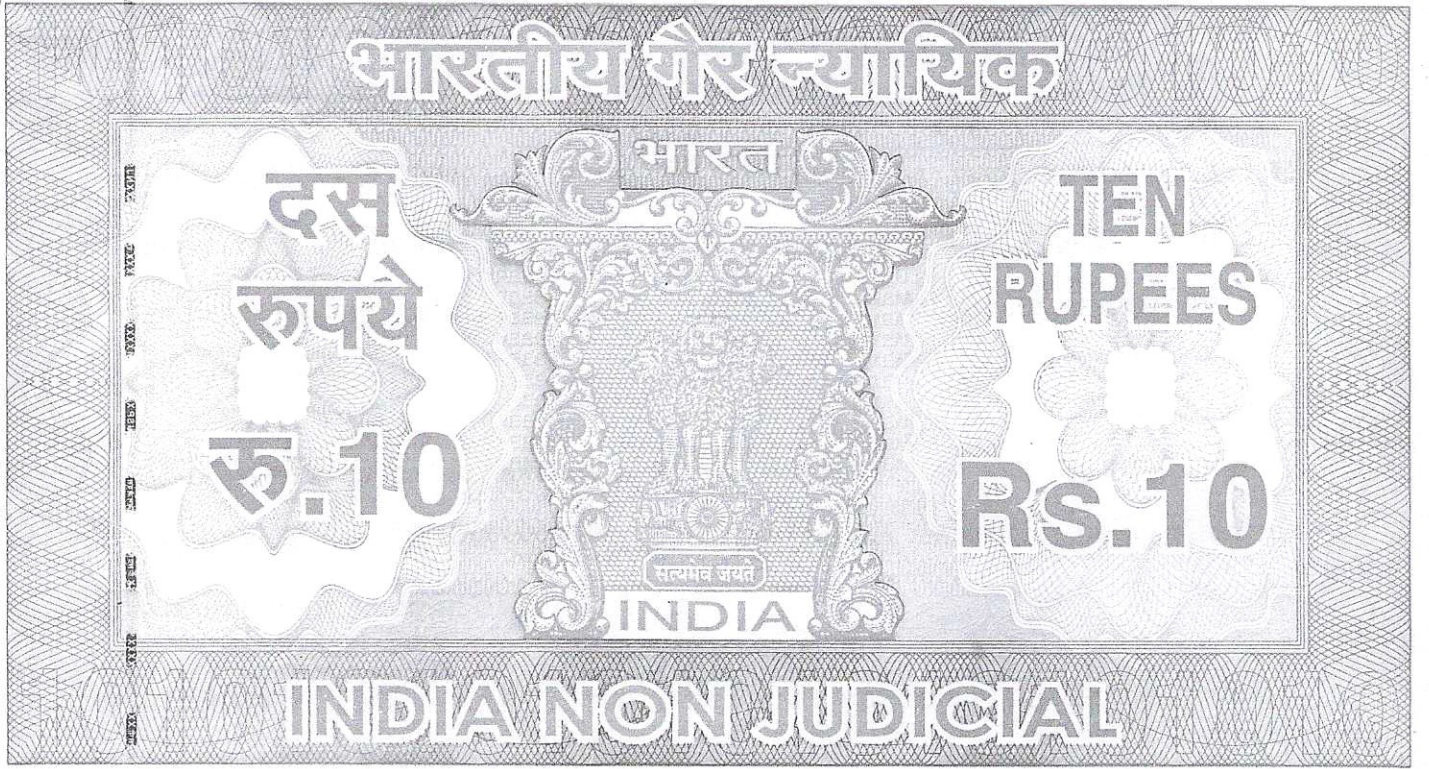




পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

00AC 029837

DEED OF AGREEMENT

THIS DEED OF AGREEMENT made on this day of day of **June, 2024** and executed between English Bazar Municipality, Malda – 732101 being represented by its **Chairman** (His expression shall include its successor/ representative/assign) hereinafter referred to as the First Party.

AND

RATAN KUMAR GUPTA on behalf of “**R K REAL ESTATE**”, Address – Santi Gopal Sen Sarani, P.S. – English Bazar, Dist-Malda, Pin-732101 (his expression shall include its heirs successor representatives/assigned) hereinafter referred to as the **SECOND PARTY / PROMOTER / BUILDER / LANDLORD**.

RK REAL ESTATE


Partner

Contd.....P/2

WHEREAS the first party is the Municipality named above being represented by its chairman and the second part is a promoter / builder / landlord having valid and proper license there of being issued by the concerned authority.

AND WHEREAS the second party in occupation of raising residential / commercial complex as promoter / builder on the properties being situated within the jurisdiction of the first party.

AND WHEREAS in order to avoid the contravention and or dispute as to the prescribed rules and procedures under the West Bengal Municipal Act and the rules framed there under, the first party has taken a resolution in its meeting bearing number being held in the premises of the first party, interlaid relating to the constructions of the residential / commercial building having Multistoried **Building MANJU APARTMENT at Pirojpur, Ward No. 05, P.S. – English Bazar, P.O. & Dist. – Malda – 732101** within the jurisdiction of the first party.

ANDWHEREAS the resolution No. 05 dated 29/11/2015 is also applicable and enforceable upon the second party and in terms of compliance of the said resolution the second party in required to enter into an agreement in respect thereof with the first party as desired by the first party agreed by the second party.

AND WHEREAS in such context the parties here to enter into this deed of Agreement on this day and the following terms and conditions set both fell an inconsonance with the above noted resolution of the first party, dated

The second party for construction of all the residential / commercial building shall submit to the following papers namely.

- a) The approved site plan.
- b) Four copies of plan with the structural description.
- c) Soil test reports.
- d) Design calculation sheet.
- e) Structural self-certificate issued by the qualified engineer (degree holder).

2. The second party shall remain liable and responsible for making compensation in the event of any loss of damages of any proper belonged to the first party occurred.

3. The second party shall discharge the following responsibilities.

- a. The second party shall take the responsibilities as to mutation in respect of the flats/shops/garbage in the building constructed and sole by him before delivery of possession by the expense of the purchasers.
- b. The second party shall deposit the security money to the first party for the purpose side mutation at the rate of **Rs. 1,00,000/- Per Katha**.
- c. The second party shall deposited **Rs. 3,14,000/-** in favour of Chairman, English Bazar Municipality money Receipt No. **21013** dated **11/06/2024** as refundable interest free security deposit. The relating to each flat/shop/garage separately without any interest after completion of the side mutation of flats/shop/garbage on the prayer therefore made the second party within the period of the **3 Months** of application.
- d. The second party shall be continuous the payment of Municipal Tax Receipt of the mutation from residential to commercial. It the Second Party does not make payment of such Tax in that event of non-payment of such

(4)

tax shall be adjusted with the stand security money being deposited by second party.

4. The both parties here to shall remain alert and prompt in terms of complaisance with the terms and conditions set forth herein above.

5. That all the terms and conditions set forth herein above shall remain, binding upon the party's hereto.

IN WITNESS WHEREOF the parties here to put their respective hands with their respective signatures as seals of this day of day of, 2024 made herein below.

SCHEDULE OF LAND

Dist. – Malda, P.S. – English Bazar, Municipality – English Bazar, Holding No. 256/48/200 at Pirojpur under Ward No. 05 Under English Bazar Municipality.

Mouza – Pirojpur, J.L. No. – 69, L.R. Dag No. – 5565, L.R. Khatian No. – 320, L.R. 7864, Class – Bastu, Area of Land – 2264 Sq. ft.

WITNESS WITH NAME & ADDRESS

FIRST PARTY

1.

① ✓

2.

SECOND PARTY

② ✓

Drafted by :

The executants and the witness are identified by me and they put their signature in my presence.

RK REAL ESTATE



Partner