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পশ্চিমবঞ্জা पश्चिम बंगाल WEST BENGAL

W 473754

July 18 (24) 03

Sheet's and the Signature Sheet's attached to this documents

Dy BD W AN

0 6 DEC 2023

This Deed of Agreement for Development alongwith Power of Attorney is made on this 06 th day of December 2023 at Burdwan BETWEEN

SRI SUNDAR KUMAR SADHU (PAN - JLBPS0106N) (Aadhaar Card No. 4340 0635 7946) son of Late Mriganka Sadhu, nationality Indian, by caste Hindu, by profession Business, resident of B.C Road Barabazer, P.O. Rajbati, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713104, hereinafter called the OWNER / EXECUTANT (which term or expression shall unless excluded by a repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns, nominee or nominees) of the FIRST PART.

AND

MA SARBAMANGALA REALTORS (a Partnership Firm) (Pan Card No. ABYFM9406F) having its registered office at 398, GT Road Burdwan, Contd. next page

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Opposite of Dhaldighi Petrol Pump, ICIC Bank building, 6th floor, P.O. Bardhaman, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101 represented by Partners -

- 1) SRI DEBOJYOTI KONER (Pan Card No. DPBPK3158C) (Aadhaar No. 8966 7940 3733) son of Ashis Kumar Koner, nationality Indian, by faith Hindu, by profession Business, resident at 212 Pratham Gali, Khaluibil Math, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal 713101,
- 2) SRI ARKAJYOTI GANGULY (Pan Card No. BFRPG3447Q) (Aadhaar No. 5999 8918 0220) son of Madan Mohan Ganguly, nationality Indian, by faith Hindu, by occupation Business, residing at 58 A Second Lane, Khaluibil Math, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal 713101,
- 3) SRI SUBHASISH GHOSH (Pan Card No. BDQPG6848G) (Aadhaar No. 5373 6768 4594) son of Biswanath Ghosh, nationality Indian, by faith Hindu, by occupation Business, residing at 4 no Ichalabad Ghosh Para, P.O. Sripally, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal 713103,

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

WHEREAS the OWNER i.é. the First Part is absolutely seized and possessed of the property described in the "A" Schedule below and have acquired a good & absolute right title interest & possession over the "A" schedule property.

AND WHEREAS the "A" Schedule property was belonged to Sripati Charan Sadhu, who acquired the same by dint of Deed of Sale being no. 3062 for 1934 of S.R.O. Burdwan. The name of Sripati Charan Sadhu was duly recordeed in the C.S. R.O.R of Mouza Burdwan.

AND WHEREAS after the demised of Sripati Charan Sadhu, his share was devolved upon his two sons namely Barun Chandra Sadhu & Indra Charan Sadhu and they made partitioned by dint of a decree passed in connection with the Title Suit (Partition Suit) being no 176 of 1962 of Ld. Court of Sub Judge Burdwan.

AND WHEREAS as per the Solenama petition filled in connection with Title Suit (Partition Suit) being no 176 of 1962 of Ld. Court of Sub Judge Burdwan, the said Indra Charan Sadhu exclusively got the "A" Schedule property.

AND WHEREAS after the demised of Indra Charan Sadhu, his share over the "A" Schedule property was devolved upon his only son Mriganka Kumar Sadhu

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and his name had duly recorded in the R.S.R.O.R being khatian no 672 of Mouza Burdwan

AND WHEREAS after the demised of Mriganka Kumar Sadhu, his share over the "A" Schedule property was devolved upon his only son Sundar Kumar Sadhu i.e. the present OWNER and his name has duly recorded in the L.R.R.O.R being khatian no 20136 of Mouza Burdwan.

AND WHEREAS the present OWNER have obtained a G+V storied residential building plan containing several self contained Flats/Units/Parkings etc. from the Burdwan Municipality. But for want of time, experience and fund he is unable to proceed with such a project.

AND WHEREAS the OWNER is in need of a firm/person/company, who would take up the proposed G+V storied residential building project and compete the same by taking all sorts of steps for development & construction by providing fund from their own source.

AND WHEREAS the DEVELOPER FIRM is engaged in civil construction & development of immovable properties. The OWNER approaches the DEVELOPER FIRM to take up the proposed G+V storied residential building project and to complete the same by providing fund from their own source.

AND WHEREAS the DEVELOPER FIRM represented by its Partners has agreed to take up the project and to construct the proposed G+V storied residential building over the "A" schedule property by providing their own fund as per sanctioned building plan issued by Burdwan Municipality.

AND WHEREAS the OWNER and DEVELOPER FIRM represented by its Partners after due discussion over the modus operandi and the terms & conditions of the development, have mutually agreed on condition that the DEVELOPER FIRM would make construction of the proposed G+V storied residential building as per sanctioned plan issued by Burdwan Municipality and with the authority & power to procure intending purchaser/purchasers of flats/units/parking spaces comprising in the proposed G+V storied residential building and would make as an agent for the intending purchaser/purchasers to be secured by the DEVELOPER FIRM and would also realize the cost of construction of the flats/units/parking spaces and common parts from the intending purchaser/purchasers directly for self and also the cost of the proportionate share of interest in the land described in the "A" schedule mentioned hereunder and as would be proportionate to each such flat/unit/parking space and common parts for and on behalf of the OWNER and upon receipt of such payment from the intending purchaser/purchasers the DEVELOPER FIRM all nominate the intending purchaser/purchasers for purchase of the undivided, proportionate,

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impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchaser/purchasers to the said OWNER who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land together with flats/units/parking spaces.

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

# ARTICLE - I

<u>Definitions</u> Unless in these presents there is something in the subject of context inconsistent with.

- 1.1. PREMISES shall mean ALL THAT Bastu class of vacant land more or less 3497 (Three Thousand Four Hundred and Ninty Seven) Square Feet comprising in R.S. Plot No. 8750 (Eight Thousand Seven Hundred Fifty) & 8751 (Eight Thousand Seven Hundred Fifty One) L.R. Plot No. 11327 (Eleven Thousand Three Hundred Twenty Seven) & 11328 (Eleven Thousand Three Hundred Twenty Eight), appertaining Khatian No. 672 (Six Hundred Seventy Two), L.R. Khatian Nos. 20136 (Twenty Thousand One Hundred Thirty Six) lying and situate at Mouza Bardhaman, J.L. No. 30 (Thirty), Ward No. 33, Holding No. 5, D.N Sarkar Lane Mahalla, within the jurisdiction of Burdwan Municipality, A.D.S.R. Office Burdwan P.S. Burdwan Sadar, Dist. Purba Bardhaman, in the State of West Bengal
- OWNER shall means SRI SUNDAR KUMAR SADHU son of Late Mriganka Sadhu, nationality Indian, by caste Hindu, by profession Business, resident of B.C Road Barabazer, P.O. Rajbati, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal 713104, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns, nominee or nominees)
- 1.3 <u>DEVELOPER</u> shall means MA SARBAMANGALA REALTORS (a Partnership Firm) having its registered office at 398, GT Road Burdwan, Opposite of Dhaldighi Petrol Pump, ICIC Bank building, 6th floor, P.O. Bardhaman, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal -713101, represented by Partners 1) SRI DEBOJYOTI KONER son of Ashis Kumar Koner, nationality Indian, by faith Hindu, by profession Business, resident at 212 Pratham Gali, Khaluibil Math, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal 713101, 2) SRI ARKAJYOTI

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GANGULY son of Madan Mohan Ganguly, nationality Indian, by faith Hindu, by occupation Business, residing at 58 A Second Lane, Khaluibil Math, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101, 3) SRI SUBHASISH GHOSH son of Biswanath Ghosh, nationality Indian, by faith Hindu, by occupation Business, residing at 4 no Ichalabad Ghosh Para, P.O. Sripally, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713103, (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)

- 1.4 <u>BUILDING</u> shall mean G+V storied residential building to be constructed over the "A" schedule property with such necessary additional structures in accordance with the plan/plans sanctioned by Burdwan Municipality and other authorities for construction of flats/units/car parking spaces over the "A" schedule property.
- 1.5 ARCHITECT shall mean any technically experienced qualified person/ persons of the firm appointed by the Developer as Architect for construction of G+V storied residential building to be constructed over the "A" schedule.
- 1.6 <u>BUILDING PLAN</u> shall mean the plan/drawings of the G+V storied residential building prepared by the Architect and submitted by the Owners to the Burdwan Municipality for construction of the G+V storied residential 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 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 <u>CONSTRUCTED SPACE</u> shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 1.9 OWNER'S ALLOCATION shall mean and include that the Owner will get Flat nos. 1A & 1B on the First Floor, Flat no. 2C on the Second Floor, Flat no.

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3B on the Third Floor, Flat no. 4C on the Fourth Floor and the Flat no. 5A on the Fifth Floor with two standared Car Parking Spaces on the Ground Floor of the proposed G+V storied building over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures subject to sanction of total F.A.R. Be it mentioned here that if any deviation occurs then the same will be mutually adjusted as on this day by executing separate supplementary agreement. Be it further mentioned here that the OWNER has received a sum of Rs. 5,00,000/- (Rupees Five Lacs Only) as security money and the same will be adjusted either money or by allocation.

- 1.10 DEVELOPER'S ALLOCATION shall mean and include that the Developer will get Flat no. 1C on the First Floor, Flat nos. 2A & 2B on the Second Floor, Flat nos. 3A & 3C on the Third Floor, Flat nos. 4A & 4B on the Fourth Floor and the Flat nos. 5B & 5C on the Fifth Floor with rest Car Parking Spaces on the Ground Floor of the proposed G+V storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures subject to sanction of total F.A.R. Be it mentioned here that if any deviation occurs then the same will be mutually adjusted as on this day by executing separate supplementary agreement.
- 1.11 <u>SALEABLE SPACE</u> means the space in the entire building, which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 COVEREDAREA 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 <u>UNDIVIDED SHARE</u> 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.

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- 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 TaxAct, 1961 and the Transfer of propertyAct.
- 1.16 <u>CO OWNER</u> shall according to its context mean and include all persons who acquire or agree to acquire Units/Flats/Parking Spaces in the Building, including the Developer for the Units/Flats/Parking Spaces not alienated or agreed to be alienated.
- 1.17 <u>COMMON EXPENSES</u> shall include all expenses to be incurred by the coowners for the maintenance, management and upkeep of the building over the schedule property for common purposes.
- 1.18 <u>COMMON FACILITIES AND AMENITIES</u> shall mean the Corridors, Ways, Stair, Stair Passage Ways, Drive Ways, Lift, Roof, Pump, Tube well Under ground and Overhead tank, Meter 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 <u>COMMON PURPOSES</u> 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 perorations in common.
- 1.20 <u>SUPER BUILT-UP AREA</u> 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 <u>UNIT/FLAT</u> shall according to the context, mean all Purchaser/Purchasers and/or intending Purchaser/s of different Unit/s/Flat/s in the Building and shall also include the Developer herein and the Owner herein in respect of such Unit/s/Flat/s which are retained and/or not alienated and/or not agreed to be alienated of the time being.
- 1.22 <u>DEVELOPER'S ADVOCATE</u> shall mean SRI SURAJIT HAZRA of Burdwan District Judges' Court Burdwan, who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance,

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demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.

# **ARTICLE - II**

# THE OWNER HAS REPRESENTED TO THE DEVELOPER FIRM AS FOLLOWS

- 2.1 That the Owner is the absolute owner 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.
- 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 Owner shall supply all original documentary evidences in respect of the property to the Developer Firm.
- 2.9 The Owner shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the multi- storied building 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 Owner shall vacate the said property/premises on the date of execution of the present agreement.

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# ARTICLE - III

# THE DEVELOPER FIRM ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS

- 3.1 The Developer Firm 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 Firm on good faith is satisfied with regard to the Owner's title over the schedule property according to the oral assurance and representations made by the Owner.
- 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 Firm will personally liable for the same and shall indemnify the Owner from all costs, consequences and damages arising thereof.
- 3.4 The Owner will not be liable for any act, deeds and things on the part of the Developer Firm regarding construction & development of the property.
- 3.5 The Developer Firm shall at it's own costs & 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 Firm shall at its own costs complete the multi-storied residential building over the schedule property by amalgamating the entire property into one holding.
- 3.7 The Developer Firm acting on behalf of the Owner as attorney and shall from time to time submit all further Plans and/or applications and other documents and papers with the consent of the Architect and the Owner 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.
  - The applications, plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owner. Be it mentioned here that the Developer Firm can not take any loan by mortgaging the "A" schedule property for the purpose of the construction & development. The intending purchaser/purchasers can also 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

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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. All other costs and charges and expenses related to the construction of the building shall also be borne and paid by the Developer.

- 3.9 The Owner shall be entitled to periodically supervise the progress of construction of the Building over the property.
- 3.10 That the Developer Firm has every right to amalgamate and/or to modify and/or to 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 residential building over the "A" schedule property mentioned hereunder after due discussion of the Owner and if in any case any consent in writing or signature of the Owner is required for the said purpose the Owner shall sign the same and also shall co-operate in all matters in respect of getting supplementary sanction of Building Plan.

# ARTICLE - IV

4.1 All the areas to be vacated by the Owner in all respect and give permission to the Developer Firm for the purpose of construction of the multi-storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property.

# 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 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 Owner shall not be required to contribute any amount in that regard.
  - The Developer shall complete the construction within 24 (Twenty Four) months from the date of execution of the present agreement.

# **ARTICLE - VI**

# POSSESSION AND PAYMENT

The Owner shall put the Developer Firm in the exclusive possession to the said property as agreed upon on the date of execution of the agreement.

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- 6.2 That the Developer Firm shall be entitled to collect and realize consideration money for and on behalf of the Owner from the intending purchaser/s for flats/units/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 undivided proportionate and impartible share or interest in the said land and cost of construction so far it relates to its allocation.
- 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 deemed to be completed in all regards on receipt of possession by each owners of the flats/units/car parking spaces.

# **ARTICLE - VII**

# **DEVELOPER'S OBLIGATION**

- 7.1 The Developer Firm shall complete the proposed multi-storied residential building 24 (Twenty Four) months from the date of execution of the present agreement and deliver the possession after completing in all respect.
- 7.2 The Developer Firm shall have power to make any deviation of sanctioned plan of the said building over the "A" schedule property after obtaining permission from the concerned authority and the Owner will personally be responsible to give consent of the Developer Firm.

# **ARTICLE - VIII**

# SPACE ALLOCATION

That the Owner will get Flat nos. 1A & 1B on the First Floor, Flat no. 2C on the Second Floor, Flat no. 3B on the Third Floor, Flat no. 4C on the Fourth Floor and the Flat no. 5A on the Fifth Floor with two standard Car Parking Spaces on the Ground Floor of the proposed G+V storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures subject to sanction of total F.A.R and the Developer will get Flat no. 1C on the First Floor, Flat nos. 2A & 2B on the Second Floor, Flat nos. 3A & 3C on the Third Floor, Flat nos. 4A & 4B on the Fourth Floor and the Flat nos. 5B & 5C on the Fifth

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Floor with rest Car Parking Spaces on the Ground Floor of the proposed G+V storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property, will devolve upon the Developer. Be it mentioned here that if any deviation occurs then the same will be mutually done by executing separate supplementary agreement. Be it further mentioned here that the OWNER receive a sum of Rs. 5,00,000/- (Rupees Five Lacs Only) as security money and the same will be adjusted either by money or by allocation.

- 8.2 The Developer Firm shall be entitled to deal with sale, transfer, grant lease and/or in any way dispose of the proposed flats/parking spaces/units including the Owner's allocation 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 existing G+V storied residential building, the ratio of the allocation of the Owner & the Developer Firm will be 40% -60%.

### ARTICLE - IX

# **DELIVERY OF POSSESSION**

- 9.1 The Developer Firm hereby agrees to give possession after completing the G+V storied residential building in all respect within 24 (Twenty Four) months from the date of execution of the present agreement. The Developer Firm 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 (Twelve) months from the date of withdrawal of restriction order.
- 9.2 That the Owner shall execute deed/deeds in respect of her undivided share of interest on the land with building as may be required by the Developer Firm in its favour or in favour of 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 "A" schedule property, the Developer Firm shall be alone responsible to appoint Architect for the

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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.

- 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.
- 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 Owner 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 Owner shall incur any liability in respect thereof. The Developer Firm shall indemnify and keep indemnified the Owner 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 transfer of the Flats/Units/Car Parking spaces, shall be entirely borne by the Developer Firm or its nominee or nominees.
- 11.3 That during pendency of the project if any party dies, her/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.
- The Owner 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.
- 11.5 The Owner agrees and undertakes 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

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encumbrances. If the Owner commit any breach of terms & conditions of the agreement, the Owner shall be bound to pay compensation & interest as per banking rate.

- The Owner shall personally bear all costs relating to the ownership of his property and if any dispute arises regarding their ownership of the property at that time the Owner will bear all costs of the suit/case/proceeding. If the Owner fail to conduct the said suit/case/proceeding at that time the Developer Firm as Attorney will conduct the same and the costs of the suit/case along with related expenses will be deducted from the share of the Owner.
- 11.7 That the Owner will get Flat nos. 1A & 1B on the First Floor, Flat no. 2C on the Second Floor, Flat no. 3B on the Third Floor, Flat no. 4C on the Fourth Floor and the Flat no. 5A on the Fifth Floor with two standard Car Parking Spaces on the Ground Floor of the poposed G+V storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures subject to sanction of total F.A.R and the Developer will get Flat no. 1C on the First Floor, Flat nos. 2A & 2B on the Second Floor, Flat nos. 3A & 3C on the Third Floor, Flat nos. 4A & 4B on the Fourth Floor and the Flat nos. 5B & 5C on the Fifth Floor with rest Car Parking Spaces on the Ground Floor of the proposed G+V storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property, will devolve upon the Developer. Be it mentioned here that if any deviation occurs then the same will be mutually done by executing separate supplementary agreement. Be it further mentioned here that the OWNER receive a sum of Rs. 5,00,000/- (Rupees Five Lacs Only) as security money and the same will be adjusted either by money or by allocation. That if any deviation occurs, then the same will be mutually done by executing separate supplementary agreement. Furthermore, that if & when the local authority permits to extend any further floor over the existing G+V storied building, the ratio of the allocation of the Owner and the Developer will be 40%-60% and the procedure to transfer of their proposed allocation will be same as on this day and the same will be done by executing separate supplementary Agreement.

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## **ARTICLE-XII**

### MAINTENANCE

- 12.1 The Developer Firm shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property from the date of handing over possession by the Owner till completion of the building in all respect.
- 12.2 The Owner and the Developer Firm and/or the Purchaser/s will 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, the Developer Firm will form an Association with the occupants of the various flats and form such rules & regulations as the Developer Firm shall think fit and proper for the maintenance of the said building.
- 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 and all other outgoing payable in respect thereof.

#### **ARTICLE - XIII**

# **OBLIGATIONS OF THE OWNER**

- The Owner 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 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, bonds, assurances and other documents, papers, writings and things that may be necessary.
- 13.2 The Owner shall sign and execute necessary applications, papers, deeds, documents and do all acts, deeds and things as may be required in order

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to legally and effectively devolve to the Developer or its nominee title to the Developer's Allocation over the schedule property and for completing the construction work of the building.

- The Owner shall also execute Power of Attorney to empower the Developer Firm to negotiate for sale of the proposed flats/units/car parking space and other units at the best price available including her allocation and to enter into an agreement for sale with the intending purchasers in the prescribed form and to execute the sale deed 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 purchaser/s and admit execution thereof on behalf of the Owner and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.
- The Owner shall also execute Power of Attorney to empower the Developer Firm 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 Owner shall sign all papers and execute necessary documents for the purpose of completion of the proposed project.
- 13.6 The Owner shall execute Supplementary Agreement with the Developer Firm for any further amendments, alternations or modifications, which are not possible to be stated at present.
- 13.7 The Owner 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 Firm.
  - The Owner hereby further agree and undertake not do any act, deed, thing whereby the Developer Firm may be prevented from constructing the proposed building and completing the same.

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#### (Page-17)

- The Owner hereby further 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 Owner commits any breach, the Owner 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 G+V storied residential building, the ratio of the allocation of the Owner and the Developer Firm will be 40%-60% and the same will be done by executing separate supplementary Agreement
- 13.11 The Owner will personally bear all costs relating to the ownership of his property and if any dispute arises relating his ownership regarding the schedule property at that time the Owner will bear all costs of the suit/ case.
- The Owner may advise the Developer Firm regarding the qualitative 13.12 perfection of the construction work. In the event the Owner has any allegations, complaints about the quality of the construction, he 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 Owner has no complaint at the time of construction it will be presumed that all construction up to such has been done satisfactorily and the Owner shall have no right to complain regarding construction at a subsequent stage. The Owner shall also be bound to certify the Developer Firm for having made construction at per the declared quality. If any construction work is hampered due to intervention of Owner, such intervention shall be deemed to be motivated and malafide and the Owner 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 Association's Office Room, Security Room, Generator Space, Meter Space (If necessary) etc. on the open space in the Ground Floor. Such space/room may also be used by the Developer Firm / Flat Owner for any other purpose as and when necessity arises. The Owners shall not interfere or raise any objection or make any claim over such left over space or any construction made thereon by the Developer Firm.

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#### **ARTICLE - XIV**

# **BREACH AND CONSEQUENCE**

- In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the other hand if the Owner fails to remove the encumbrances regarding the schedule property, the Owner will solely be responsible & liable for all financial loss & injury of the Developer Firm.
- 14.2 If the Developer Firm fails to commence the proposed construction within the stipulated period, the time may be extended for another twelve months subject to payment of damages.
- 14.3 If the Developer Firm fails to carry-on the proposed work within the stipulated period, 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 time will be extended and the the Owner will be bound to execute supplymentory agreement in favour of the Developer Firm.

#### 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.

# **ARTICLE - XVI**

# POWER OF ATTORNEY

16.1 The Developer Firm shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale of the Flats/Units/Car parking Spaces of the proposed multi-storied building on and over the "A" schedule mentioned property including the Executant's allocation and to settle the consideration amount and to receive consideration amount and to deposit the Executant's alloted share in his account 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 deposit the said amount in the account 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 Owner/Executant 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 deposit the said amount in the Bank Accounts and to receive the entire amount of the consideration amount from the all purchaser/s and to receive the consideration amount of the multi-storied building on and over the "A" Schedule mentioned property and to deposit the said amount in the bank account and flat and parking spaces are to be adjusted by the Developer Firm 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; 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.

In pursuance of this agreement since one Power of Attorney for development and also for selling the flats and etc. on behalf of the Owner is required, hence for the said reason the Owner hereby by decided to execute Power of Attorney by virtue of this agreement its so that the Developer Firm may smoothly and uninterruptedly carry on and continue its work, the Developer Firm will be able to absolutely transfer and sale the residential units 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 Owner. Hence the Power of attorney for the development purpose, for selling purpose as well as for other associated and ancillary purpose is being executed on the following effects:

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNER, SRI SUNDAR KUMAR SADHU (PAN - JLBPS0106N) (Aadhaar Card No. 4340 0635 7946) son of Late Mriganka Sadhu, nationality Indian, by caste Hindu, by profession Business, resident of B.C Road Barabazer, P.O. Rajbati, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal 713104, SEND GREETINGS:-

WHEREAS the Executant of this Power of Attorney is the Owner of the immovable property consisting of a plot of land, which is more particularly described in "A" schedule hereunder written.

AND WHEREAS the Executant of this Power of Attorney desirous of construction of the multi-storied building containing several self contained Flats/

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Parkings etc. But for want of time, experience and fund, they are unable to proceed with such a project.

AND WHEREAS the Executant of this Power of Attorney is in need of an firm/person/company, who will take up the project and start and compete the multistoried building project containing several self contained Flats/Parkings etc. by taking all sorts of steps for developing the said property and will start and completing the proposed multi-storied building project by providing its own fund.

AND WHEREAS in connection to such proposal, the Executant of this Power of Attorney being the Land Owner hereby executed this Development Agreement being this Indenture in favour of the Developer Firm for development and construction of the said building over the Schedule mentioned property and in the said Agreement the Executant of this Power of Attorney being the Owner of the "A" Schedule property unable to attained the various office work and which frequently disable from appending the signature to various deeds, documents, consents and other instruments therefore the Executant of this Power of Attorney propose to appoint MA SARBAMANGALA REALTORS (a Partnership Firm) (Pan Card No. ABYFM9406F) having its registered office at 398, GT Road Burdwan, Opposite of Dhaldighi Petrol Pump, ICIC Bank building, 6th floor, P.O. Bardhaman, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101, represented by Partners -1) SRI DEBOJYOTI KONER (Pan Card No. DPBPK3158C) (Aadhaar No. 8966 7940 3733) son of Ashis Kumar Koner, nationality Indian, by faith Hindu, by profession Business, resident at 212 Pratham Gali, Khaluibil Math, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101, 2) SRI ARKAJYOTI GANGULY (Pan Card No. BFRPG3447Q) (Aadhaar No. 5999 8918 0220) son of Madan Mohan Ganguly, nationality Indian, by faith Hindu, by occupation Business, residing at 58 A Second Lane, Khaluibil Math, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101, 3) SRI SUBHASISH GHOSH (Pan Card No. BDQPG6848G) (Aadhaar No. 5373 6768 4594) son of Biswanath Ghosh, nationality Indian, by faith Hindu, by occupation Business, residing at 4 no Ichalabad Ghosh Para, P.O. Sripally, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713103, as the attorney or agent with full power to construct proposed building/apartment on the behalf of the Executant of this Power of Attorney and in the names and which the said Attorney have agreed to

NOW KNOW ALL MEN BY THESE PRESENTS THAT THE OWNER SRI SUNDAR KUMAR SADHU son of Late Mriganka Sadhu, nationality Indian, by caste Hindu, by profession Business, resident of B.C Road Barabazer, P.O. Rajbati, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713104, do hereby

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nominate constitute and appoint MA SARBAMANGALA REALTORS (a Partnership Firm) having its registered office at 398, GT Road Burdwan, Opposite of Dhaldighi Petrol Pump, ICIC Bank building, 6th floor, P.O. Bardhaman, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101, represented by Partners - 1) SRI DEBOJYOTI KONER son of Ashis Kumar Koner, nationality Indian, by faith Hindu, by profession Business, resident at 212 Pratham Gali, Khaluibil Math, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101, 2) SRI ARKAJYOTI GANGULY son of Madan Mohan Ganguly, nationality Indian, by faith Hindu, by occupation Business, residing at 58 A Second Lane, Khaluibil Math, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101, 3) SRI SUBHASISH GHOSH son of Biswanath Ghosh, nationality Indian, by faith Hindu, by occupation Business, residing at 4 no Ichalabad Ghosh Para, P.O. Sripally, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713103, to be the true & lawful Attorney with full authority to sell the flat/flats of the schedule mentioned property and received any consideration amount on behalf of the Executant of this Power of Attorney i.e. the land owner and power to do and execute all acts, deeds, agreement, conveyance, and all others things mentioned below from and on behalf of the Executant of this Power of Attorney.

- To look after, work, manage, control, develop, supervise and administer the property mentioned in schedule below.
- To appear before any Courts, Revenue Office, Block Land and Land Reform Office, Sub-Divisional Land and Land Reform Office, District Land and Land Reform Office, District Registrar office, Additional District Sub- Registrar Office, District Magistrate's Office, Sub-Divisional Office, District Board, Office of B. D. A. Burdwan Municipality and any other office of local authorities.
- 3. To apply in writing to the competent authority for grant of permission to develop the said property and to construct multi-storied building consisting of several flats/rooms/units/car parking spaces and other units thereon in its place and for that purpose to sign all applications and other papers and to appear before the competent authority and to give all the papers and Information as required and to do all acts and things necessary for the purpose of obtaining permission.
- 4. To appoint architect/architects and to get the plan of the proposed multi-storied building sanctioned by the competent authority of Burdwan Municipality and other authorities concerned in respect of the building proposed to be constructed thereon, under the present development rules, provided the plans, before they are submitted to the local appropriate authorities and/or Burdwan Development Authority and any other authorities concerned for approval, is also approved by the Executant.

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- 5. To make necessary applications and sign all papers, to appear before the competent authorities and to pay necessary fees & premium required for getting the plan sanctioned and to do all other acts & things as may be necessary for getting the plans of the proposed multi-storied building sanctioned by the competent authorities and other authorities.
- To apply for and obtain I.O.D. and Commencement Certificate for construction
  of the building from the competent authorities and for that purpose to sign
  applications and other papers and to pay necessary fees and all other acts
  and things necessary for that purpose and in that behalf.
- 7. To construct proposed apartment/building consisting of several flats/rooms/ units/car parking spaces and other units on the said plot as per the sanctioned plan/s and according to specifications and other requirements of the competent authority or any other competent authorities and for that purpose to employ Contractors, Architects, Structural Engineers, Surveyors and other professionals as may be required in the construction of the building.
- To enter into and sign contract with the Contractor/s relating to construction & development of the property.
- To enter upon the said property as licensee for the purpose of carrying on the construction work.
- To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally required for a building.
- To obtain occupation & completion certificate from the competent authorities after the multi-storied building is completed in all respects.
- 12. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executant may be party or any way interested.
- 13. To negotiate for sale of the proposed flats/units/parking space at the best price available and to settle the consideration amount with the intending purchasers, except the Owner's allocation.
- 14. To enter into an agreement for sale of the flats/rooms/units/parking space on behalf of the Executant with the intending purchaser/s in the prescribed form except the Owner's allocation, if any, under the Ownership Flats Act, or otherwise with such modifications therein as may be necessary and to execute

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the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same & shall admit execution and registration.

- 15. To execute the sale deed of the flats/rooms/units/parking space on behalf of the Executant except the Owner's allocation and to receive consideration amount from the intending purchaser/s 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 Executant and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.
- 16. To file or defend any suit on behalf of the Executant regarding the schedule property and sign, verify plaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executant.
- To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
- To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
- To file and receive back any documents and to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
- To accept service of any summons, notice, writ issued by any court and to represent in any Court or Tribunal or before any office whatsoever.
- To apply for the inspection of and to inspect any Judicial records any records of any office or offices.
- 22. To form Association of the purchasers in the said new building registered under the Societies Registration Act or any other acts and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the Registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate.
- 23. To engage any advocate or solicitor for the purpose of taking advice and for preparation and execution of different documents required to be executed pursuant to these powers and to pay their fees.

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#### (Page- 24)

24. To pay all the municipal taxes and other taxes relating to the said property payable until the completion of the building and transfer thereof to the proposed Housing Society/Association.

That no restriction has been imposed by the State Government of West Bengal or any other Semi-Government regarding the property and no consideration money is paid to the Executant by the Attorney till today.

Generally to Act as the Executant/Executor attorney or agent in relation to the matter aforesaid and all other matters in which the Executant may be interested or concerned and on behalf of the Executant to execute and to do all deeds, acts or things as fully and effectual in all respect as the Executant to do if he personally present.

The Executant agree to ratify and confirm whatsoever the said attorney shall lawfully do or cause to be done and by virtue of this presents.

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# THE "A" SCHEDULE ABOVE REFERRED TO

ALL THAT Bastu class of vacant land more or less 3497 (Three Thousand Four Hundred and Ninty Seven) Square Feet comprising in R.S. Plot No. 8750 (Eight Thousand Seven Hundred Fifty) & 8751 (Eight Thousand Seven Hundred Fifty One) L.R. Plot No. 11327 (Eleven Thousand Three Hundred Twenty Seven) & 11328 (Eleven Thousand Three Hundred Twenty Eight), appertaining Knatian No. 672 (Six Hundred Seventy Two), L.R. Khatian Nos. 20136 (Twenty Thousand One Hundred Thirty Six) lying and situate at Mouza Bardhaman, J.L. No. 30 (Thirty), Ward No. 33, Holding No. 5, D.N Sarkar Lane Mahalla, within the jurisdiction of Burdwan Municipality, A.D.S.R. Office Burdwan P.S. Burdwan Sadar, Dist. Purba Bardhaman, in the State of West Bengal

# Butted and bounded by :

In the North : 12 Feet D.N Sarkar by Bye- Lane

In the East : Property of Prasenjit Shadu & Prasanta Sadhu

In the South : Open Land of Malati Prasad & Others

In the West : Property of Shib Nath Ghosh & Rajendra Nath Dey

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

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#### (Page- 25)

Electrical installations relating to meter, installation of transformer for receiving electricity from the Electricity Authority with proportionate cost for installation of Lift & Generator and other installations, if any provided for the common use of the Units/ Flats of the premises and not covered by Section A hereinabove.

#### THE SPECIFICATION OF CONSTRUCTION OF THE FLAT

1. Foundation:

R.C.C. Foundation.

2 Floor

Marble/Victified.

3. Walls

8" Outside Wall, 5" flat to flat Partition, 3" Internal Partition,

Stair Case wall 5".

4. Doors

All doors will be Flash doors excluding toilet and kitchen which

will be PVC door.

5. Kitchen

One Kitchen with Black stone marbel cooking Slab, 2 ft. High

glaze tiles above Black stone, Steel Sink, One exhaust fan-hole.

One bib cock

6. Toilet

Victified funished flooring, Glazed tiles upto 5" height from

floor. 2 bib cock, One Shower, One Gyzer point

7. Dining

One Tap point

8. Window

/ Aluminium channel glass fitting window.

9. Plumbing

Outside pipe P.V.C., Conceal pipe P.V.C. (Water connection

pipe), P.V.C. Shower (Bathroom), Deep tube well connected to overhead water tank (for water supply to each flat) S.W.

Line with P.V.C. man hole, Septic tank R.C.C. casting.

10. Sanitary:

1 Pan / Comode in each toilet.

11.Electricity:

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.

12. Interior Wall:

Wall Putty.

13.Balcony :

Vitrified-tiles or KG funished flooring.

14. Electricity point : 20 Electric point in each Flat out of which One AC point & One Gyzer point

15. External Boundary wall with Gate: Boundary wall will cover a total area with one gate.

16.Stair

IPS finished.

J. Here's

17.Lobby

Marble finished.

That the Government Assessment Value is Rs. 35,40,718/- (Rupees Thirty Five Lacs Forty Thousand Seven Hundred Eighteen Only), hence the stamp duty paid Rs. 1000/- (Rupee One Thousand Only) and the deficit stamp duty and Regd fees have been paid through net-banking stamp duty and Regd. fees have been paid through net-banking.

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 the day, month and year as written above.

### SIGNED, SEALED AND DELIVERED

#### WITNESSES:

2. Bix ram Glock

Sundaz kumaz 3 adhu. Signature of the OWNER /

EXECUTANT i.e. the FIRST PART.

- 1. Debgypti Konez
- 2. Askajion Garage J.

3. Sublasish Shoth

Drafted by me & typed in my office

Advocate

8 4 W B + 11 x

(Surajit Hazra)

Regd.No. WB- 1260 of 2001 Burdwan Dist Judges' Court. Signature of the DEVELOPER / POWER OF ATTORNEY HOLDER i.e. the SECOND PART

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SEAL & SIGNATURE: Sunday Kumas Sallu.

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Right Hand	Impression					



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# **भारत सरकार** Unique Identification Authority of India Government of India

Enrollment No.: 1213/30109/10216

To SUNDAR KUMAR SADHU

S/O Mriganka Sadhu D N Sarkar Road Barddhaman (m) Burdwan, Barddhaman, Barddhaman, West Bengal - 713101 8759087001



44725609



आपका आधार क्रमांक / Your Aadhaar No.:

4340 0635 7940

मेरा आधार, मेरी पहचान



Government of India



SUNDAR KUMAR SADHU

Father: Mriganka Sadhu

DOB: 24/12/1958

Male

4340 0635 7940



मेरा आधार, मेरी पहचान

Sundar kumas Sadhu



Sundar Kumar Lathu

आयकर विभाग

INCOME TAX DEPARTMENT

SUBHASISH GHOSH

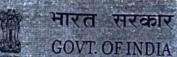
BISWANATH GHOSH

27/11/1990

Permanent Account Number BDQPG6848G

Luthasish Chosh

Signature





Subharish Thosh





# ভারত সরকার Government of India

# ভারতীয় বিশিষ্ট পরিচ্য় প্রাধিকরণ Unique Identification Authority of India

তালিকাভক্তির নম্বর/ Enrolment No.: 2017/80702/33233

গুভাশীষ ঘোষ Subhasish Ghosh S/O: Biswanath Ghosh, 4 No Ichlahad Ghosh para, VTC: Barddhaman (m), Sub District: Barddhaman. District: Barddhaman. State: West Bengal, PIN Code: 713103, Mobile: 8116605077

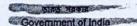




আপ্ৰার আধার সংখ্যা / Your Aadhaar No. : 5373 6768 4594

আমার আধার, আমার পরিচ্য









গুভাশীষ ঘোষ Subhasish Ghosh জন্মতারিখ/ DOB: 27/11/1990 পুক্ষ/ MALE

আধার পরিচন্দের প্রমাণ, লাগরিকত বা জন্মতিথির লয়। এটি গুধুমাত্র বাচাইকরণের (অলশাইন প্রমাণীকরণ বা কিউআর কোড/ অভিনাইন এক্সএমএল স্কান্তিং ) সঙ্গে ব্যবহার করা উচিত ।

Aadhaar is proof of identity, not of citizenship or date of birth. It should be used with verification (online authentication, or scanning of QR code / offline XML).

5373 6768 4594

আমার আধার, আমার পরিচ্য



TO SHOW THE REAL PROPERTY.



# ত্থ্য / INFORMATION

- আধার পরিচয়ের প্রমাণ, লাগরিকত্ব বা জন্মতিখির লয়। জন্মতিখি আধার লয়র ধারকের ছারা জমা দেওয়া প্রবিধানে নির্দিষ্ট জন্মতিখি নিখিগুলির প্রমাণ দ্বারা সমর্থিত তথ্যের উপর ভিত্তি করে।
- এই আধার পত্রটি ইউআইডিএআই ছারা লিযুক্ত প্রমাণীকরণ সংস্থা ছারা अनतारेन अमानीकतापत्र माधाम वा आप स्टातश्रिता उपनक अम-আধার বা আধার কিউআর স্ক্যালার অ্যাপ ব্যবহার করে বা www.uidai.gov.in - এ উপলব্ধ নিরাপদ কিউআর কোড রিডার অ্যাপ ব্যবহার করে কিউআর কোভ স্ক্যানিংয়ের মাধ্যমে শাচাই করা উচিত।
- আধার অনন্য এবং সুরক্ষিত।
- আধার তাদিকাভূজির ভারিখ খেকে প্রতি ১০ বছরের পরে পরিচয় এবং ঠিকালার সমর্থিত লখিপ্রলি আধার আপভেট করা উচিত।
- আধার আপনাকে বিভিন্ন সরকারি এবং বেসরকারি সুবিধা/পরিষেবা প্রাম্ভিতে সাহায্য করে।
- আখারে আদনার মোবাইল নম্বর এবং ইমেল আইডি আপডেট রাখুন
- আখার পরিষেবাগুলির লাভ গ্রাম্ব করতে m-Aadhaar অ্যাপ ভাউনলোভ
- আধার/বামোমেটিয় ব্যবহার না করার সময় নিরাপত্তা নিশ্চিত করতে আধার/বামোমেডিশ্র লক / আনলক বৈশিষ্টোর ব্যবহার করুন।
- আধার থুঁজছেল এমল সংস্থাগুলি সম্মাতি নিতে বাধ্য।
- Aadnaar is proof of identity, not of citizenship or date of birth (DOB). DOB is based on information supported by proof of DOB document specified in regulations, submitted by Aadhaar number holder.
- This Aadhaar letter should be verified through either online authentication by UIDAI-appointed authentication agency or QR code scanning using mAadhaar or Aadhaar QR Scanner app available in app stores or using secure QR code reader app available of www.uidai.gov.in.
- Aadhaar is unique and secure.
- Documents to support identity and address should be updated in Aadhaar after every 10 years from date of enrolment for Aadhaar.
- Aadhaar helps you avail of various Government and Non-Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app to avail of Aadhaar services.
- Use the feature of Lock/Unlock Aadhaar/biometrics to ensure security when not using Aadhaar/biometrics.
- Entities seeking Aadhaar are obligated to seek consent.



#### ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ Unique Identification Authority of India



ठिकाता: াতকান: এস/৩: বিশ্বনাথ ঘোষ, 4 নং ইছলাবাদ, ঘোষ পাড়া, বর্ষমান (এম), শ্রীশামী, বর্দমান, পশ্চিম বঙ্গ - 713103

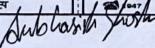
Address: S/O: Biswanath Ghosh, 4 No Ichlabad, Ghosh para, Barddhaman (m), DIST: Barddhaman, West Bengal - 713103



5373 6768 4594

help@uldal.gov.in | # www.uldal.gov.in









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Askajroni Gangu).



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# Major Information of the Deed

Deed No:	I-0203-09330/2023	Det of D		
Query No / Year	0203-2002781879/2023	Date of Registration 06/12/2023		
Query Date		Office where deed is registered		
Applicant Name, Address	07/11/2023 8:41:40 PM	A.D.S.R. Bardhaman, District: Purba Bardhaman		
& Other Details  Burdwan Dist Judges Court, Ti , District : Purba Bardhaman, Status :Advocate				
Transaction		Additional Transaction		
	Agreement or Construction	[4002] Power of Attorney, General Power of Attorney [Rs: 1/-], [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: 5,00,000/-]		
Set Forth value		Market Value		
A CONTRACTOR OF THE CONTRACTOR	in the second se	Rs. 35,40,718/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 7,071/- (Article:48(g))		Rs. 5,028/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- (FIFTY only ) area)	from the applicant for issuing the assement slip.(Urban		

# Land Details:

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: D.N. Sarkar Road, Mouza: Burdwan, , Ward No: 33, Holding No:5 JI No: 30, Pin Code: 713101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	CONTRACTOR PROPERTY AND ADDRESS OF THE PARTY.	Market Value (In Rs.)	Other Details
	LR-11327 (RS :-8750)	LR-20136	Bastu	Bastu	1748.5 Sq Ft			Width of Approach Road: 12 Ft., Adjacent to Metal Road,
	LR-11328 (RS :-8751)	LR-20136	Bastu	Bastu	1748.5 Sq Ft			Width of Approach Road: 12 Ft., Adjacent to Metal Road,
		TOTAL:			8.014Dec	0 /-	35,40,718 /-	
	Grand	Total:			8.014Dec	0 /-	35,40,718 /-	

# and Lord Details :

1	Name	Photo	Finger Print	Signature				
	Mr Sundar Kumar Sadhu (Presentant ) Son of Late Mriganka Sadhu Executed by: Self, Date of Execution: 06/12/2023 , Admitted by: Self, Date of Admission: 06/12/2023 ,Place : Office		Captured	Em) is know the sum.				
		06/12/2023	LTI 06/12/2023	06/12/2023				
	B .C Road Barabazer, City:- Burdwan, P.O:- Rajbati, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713104 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: JLxxxxxx6N, Aadhaar No: 43xxxxxxx7946, Status:Individual, Executed by: Self, Date of Execution: 06/12/2023, Admitted by: Self, Date of Admission: 06/12/2023, Place: Office							

**Developer Details:** 

SI No	Name,Address,Photo,Finger print and Signature
	MA SARBAMANGALA REALTORS  398 G.T. Road Burdwan, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, PAN No.:: ABxxxxxx6F, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

0	Name,Address,Photo,Finger	A STATE OF THE STA	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	Signature				
1	Name	Photo	Finger Print	Signature				
	Mr Debojyoti Koner Son of Asish Kumar Koner Date of Execution - 06/12/2023, , Admitted by: Self, Date of Admission: 06/12/2023, Place of Admission of Execution: Office		Captured	Desjorte Horen				
	Admission of Execution.	Dec 6 2023 12:38PM	LTI 06/12/2023	06/12/2023				
	212 Pratham Gali Khalubil Math, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: DPxxxxxxx8C, Aadhaar No: 89xxxxxxxx3733 Status Representative, Representative of: MA SARBAMANGALA REALTORS (as Partner)							

Name	Photo	Finger Print	Signature
Mr Arkajyoti Ganguly Son of Madan Mohan Ganguly Date of Execution - Date of Execution - Date of Admission: Date of Admission: Date of Admission: Date of Execution: Office	A	Captured	shippir Goms 57
admission of Execution. Office	Dec 6 2023 12:39PM	LTI 06/12/2023	06/12/2023

58/A Khaluibil Math 2nd Lane, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFxxxxxx7Q, Aadhaar No: 59xxxxxxxx0220 Status: Representative, Representative of: MA SARBAMANGALA REALTORS (as Partner)

3	Name	Photo	Finger Print	Signature
	Mr Subhasish Ghosh Son of Biswanath Ghosh Date of Execution - 06/12/2023, , Admitted by: Self, Date of Admission: 06/12/2023, Place of		Captured	Sphint Stal
	Admission of Execution: Office	Dec 6 2023 12:39PM	LTI 06/12/2023	06/12/2023

4 No Ichlabad Ghosh Para, 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, , PAN No.:: BDxxxxxx8G,Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: MA SARBAMANGALA REALTORS (as Partner)

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr Anup Kumar Ghosh Son of Mr Haradhan Ghosh Chotoniipur, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	6	Captured	On
•	06/12/2023	06/12/2023	06/12/2023 Sanguly, Mr Subhasish Ghosh

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
CONT. P. C. LANDERS	Mr Sundar Kumar Sadhu	MA SARBAMANGALA REALTORS-4.00699 Dec
Trans	fer of property for L2	
	From	To. with area (Name-Area)
1	Mr Sundar Kumar Sadhu	MA SARBAMANGALA REALTORS-4.00699 Dec

# d Details as per Land Record

strict: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: D.N. Sarkar Road, Mouza: Burdwan, , ward No: 33, Holding No:5 JI No: 30, Pin Code: 713101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 11327, LR Khatian No:- 20136	Owner:সুন্দর কুমার সাধু, Gurdian:ৰগীয় মৃগাছ সাধু, Address:নিজ , Classification:বাত, Area:0.06900000 Acre,	Mr Sundar Kumar Sadhu
L2	LR Plot No:- 11328, LR Khatian No:- 20136	Owner:সুন্দর কুমার সাধু, Gurdian:ৰগীয় দুগাল সাধু, Address:নিজ , Classification:বাত, Area:0.10900000 Acre,	Mr Sundar Kumar Sadhu

# Endorsement For Deed Number : I - 020309330 / 2023

#### on 06-12-2023

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

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

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

Presented for registration at 12:10 hrs on 06-12-2023, at the Office of the A.D.S.R. Bardhaman by Mr Sundar Kumar Sadhu ,Executant.

# Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 35.40.718/-

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

Execution is admitted on 06/12/2023 by Mr Sundar Kumar Sadhu, Son of Late Mriganka Sadhu, B.C Road Barabazer, P.O: Rajbati, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Hindu, by Profession Business

\*Indetified by Mr Anup Kumar Ghosh, , , Son of Mr Haradhan Ghosh, Chotonilpur, P.O: Burdwan, 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 06-12-2023 by Mr Debojyoti Koner, Partner, MA SARBAMANGALA REALTORS (Partnership Firm), 398 G.T. Road Burdwan, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by Mr Anup Kumar Ghosh, , , Son of Mr Haradhan Ghosh, Chotonilpur, P.O: Burdwan, Thana: Bardhaman , , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Law Clerk

Execution is admitted on 06-12-2023 by Mr Arkajyoti Ganguly, Partner, MA SARBAMANGALA REALTORS (Partnership Firm), 398 G.T. Road Burdwan, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by Mr Anup Kumar Ghosh, , , Son of Mr Haradhan Ghosh, Chotonilpur, P.O: Burdwan, Thana: Bardhaman , , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Law Clerk

Execution is admitted on 06-12-2023 by Mr Subhasish Ghosh, Partner, MA SARBAMANGALA REALTORS (Partnership Firm), 398 G.T. Road Burdwan, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by Mr Anup Kumar Ghosh, , , Son of Mr Haradhan Ghosh, Chotonilpur, P.O: Burdwan, 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 5,028.00/- (B = Rs 5,000.00/-,E = Rs 28.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/12/2023 11:17AM with Govt. Ref. No: 192023240308730781 on 06-12-2023, Amount Rs: 5,028/-, Bank: State Bank of India (SBIN0000001), Ref. No. IKOCNZWAQ1 on 06-12-2023, Head of Account 0030-03-104-001-16

# ment of Stamp Duty

ertified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 313, Amount: Rs.1,000.00/-, Date of Purchase: 23/11/2023, Vendor name: Soma Chowdhury

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/12/2023 11:17AM with Govt. Ref. No: 192023240308730781 on 06-12-2023, Amount Rs: 6,071/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0CNZWAQ1 on 06-12-2023, Head of Account 0030-02-103-003-02

Son

Sanjit Sardar

ADDITIONAL DISTRICT SUB-REGISTRAR

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

Purba Bardhaman, West Bengal

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2023, Page from 250530 to 250573 being No 020309330 for the year 2023.



Son.

Digitally signed by SANJIT SARDAR Date: 2023.12.08 12:21:40 +05:30 Reason: Digital Signing of Deed.

(Sanjit Sardar) 08/12/2023
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.