

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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APR 2024

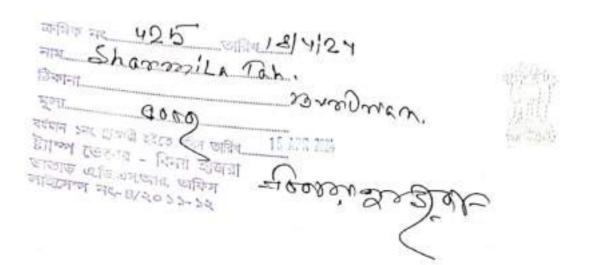
## DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made at Purba Bardhaman this 19th Day of April, 2024.

BETWEEN

SHARMILA TAH, Aadhaar No. 4290 6152 8635, PAN : ADHPT9863E, wife of Goutam Tah, by occupation- House Wife, by Nationality-Indian, by Religion: Hindu, resident of 16A, Murat Mahal Lane, P.O- Burdwan Head Post Office, P.S. Bardharman Sadar,

District- Purba Bardhaman, PIN - 713101, West Bengal, herein after





referred to as the LAND OWNER/VENDOR (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs' executors, administrators, executors, legal representatives and assigns) of the party of the FIRST PART.

#### AND

M/S. SUSANTA GHOSH, (A sole proprietorship firm) (PAN: AGMPG3013B), having its registered office at Kalibazar West, P.O.-Burdwan, P.S.-Burdwan Sadar, District-Purba Bardhaman, PIN - 713101, represented by its sole proprietor:

MR. SUSANTA GHOSH, Aadhaar No. 9073 7012 8559, Son of Rampada Ghosh, by Nationality: Indian, by Religion: Hindu, by Occupation: Business, resident of Kalibazar West, P.O.-Burdwan, P.S.-Burdwan Sadar, District- Purba Bardhaman, PIN -713101, West Bengal, hereinafter called and referred to as 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 party of the FIRST PART herein is the absolute owner and possessor of ALL THAT the piece and parcel of land situated at Mouza- Radhanagar, J.L.NO. 39, appertaining to R.S plot No. 7271(part), corresponding to L.R Plot No. 6379, under previous L.R Khatian No. 3720, present L.R Khatian No. 11021, Classification

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as Bastu, total measuring an area more or less 9.1 decimals or more or less 0.091 acre share, within Ward No.-09, Mahalla- Kachari Road, Holding No. 43, under Burdwan Municipality, P.O. -Burdwan Head Post Office, Pin-713101, P.S.- Burdwan Sadar, & District- Purba Bardhaman, which is more fully described in the schedule herein below.

AND WHEREAS the schedule mentioned property of Mouza-Radhanagar, J.L. NO. 39, was originally belonged to Prabodh Ranjan Kar, (since deceased) who acquired the absolute right, title, interest and possession over the above-mentioned property, all that piece and parcel of a Bastu land admeasuring an area more or less 9.1 decimals or more or less 0.091 acre share, along with a two storied building thereon, measuring in aggregate an area about 2800 Sq. Ft. more or less (m1400 sq. ft. In the Ground floor and 1400 sq ft. in the First Foor, sixty years old respectively), R.S plot No. 7271 (part), corresponding to L.R Plot No. 6379, under previous L.R Khatian No. 3720, present L.R Khatian No. 11021, Mouza: Radhanagar, by way of Deed of sale registered before office of the D.S.R-1, Burdwan, being Deed No. 6275 for the year 1962, (hereinafter referred to as the "said property"), he had exercised his respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

AND WHEREAS the Prabodh Ranjan Kar, while he owning and possessing the said above mentioned landed property and discharging his liabilities to the knowledge of total exclusion of all



others ultimately died intestate in the year 1975, leaving behind his widow namely Smt. Anita Kar, his son Sri Probal Ranjan Kar, and his only daughter Smt. Bharati Basu (Nee Kar) as his only legal heirs and successors, they jointly and equally inherited the right, title and interest of said property, free from all encumbrances Late Prabodh Ranjan Kar, as per provision of the Hindu Succession Act, 1956.

AND WHEREAS the said Anita Kar wife of late Prabodh Ranjan Kar, Prabal Ranjan Kar son of late Prabodh Ranjan Kar, and Bharati Basu (Nee Kar) daughter of late Prabodh Ranjan Kar, wife of Sudhamoy basu, while they owning and possessing the said above mentioned landed property in their absolute right title interest and possession discharging their liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and they jointly enjoy the same.

AND WHEREAS while seized possessed of the said property the said Anita Kar wife of late Prabodh Ranjan Kar, Hindu and Governed by the Daya Bhaga School of Hindu Law died intestate on 22 January, 1999, leaving behind her son Sri Probal Ranjan Kar, and her only daughter Smt. Bharati Basu (Nee Kar) as her only legal heirs and successors, they jointly and equally inherited the right, title and interest of said property, free from all encumbrances Late Anita Kar, as per provision of the Hindu Succession Act, 1956.

AND WHEREAS the said Prabal Ranjan Kar son of late Prabodh Ranjan Kar & late Anita Kar, and Bharati Basu (Nee Kar) daughter of late Prabodh Ranjan Kar & late Anita Kar, wife of Sudhamoy basu, while they owning and possessing the said above mentioned





landed property in their absolute right title interest and possession discharging their liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and they jointly enjoy the same.

AND WHEREAS while seized possessed of the said property, the said Probal Ranjan Kar a Hindu and Governed by the Daya Bhaga School of Hindu Law died intestate on 14 June, 2009, as bachelor without having any issue, as such his share, right title interest which he inherited from his parents, has devolved upon his sister Smt. Bharati Basu (Nee Kar), as per provision of the Hindu Succession Act, 1956.

AND WHEREAS the said Smt. Bharati Basu (Nee Kar) had been seized and possessed of or otherwise entitled to the said property upon paying the municipal and other Taxes as an absolute owner thereof, and thus said Bharati Basu (Nee Kar) wife of Sudhamoy Basu sole owner and possessor of the schedule mentioned property of Mouza Radhanagar, J.L No 39, total measuring an area more or less 9.1 decimals or more or less 0.091 acre share, and her name were duly been recorded in the concerned L.R record of rights, vide L.R Khatian No.3720, L.R Plot No.6379, Classification as Bastu, total measuring an area more or less 9.1 decimals or more or less 0.091 acre share, she had exercise her respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of obtaining probate of a false, fabricated and manufactured "Will" dated 06th February, 2009 allegedly executed by said Late Probal Ranjan Kar, thereby allegedly conveying his undivided proportionate share in the said property in favour of said



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Ramendra Sundar Mondal. The said Bharati Basu (Nee Kar) (Since deceased) contested the said probate proceeding being O.S. (Will) Case No. 5 of 2011, whereby the Ld. Additional District Judge, 5th Court, Burdwan, has dismissed the prayer of the said Mr. Ramendra Sundar Mondal.

AND WHEREAS afterwards the said Ramendra Sundar Mondal has been preferred an appeal being No. FAT No. 92 of 2013, renumbered as F.A. 95 of 2022 along with an application being C.A.N. No. 3535 of 2013 before the Hon'ble High Court, Calcutta (Division Bench) against the judgment and Order dated 31st January, 2013 in O.S. (WILL) CASE NO. 05 of 2011/12 of 2010, passed by the Ld. Additional District Judge, 5th Court, Burdwan.

AND WHEREAS after perusal the case record their Lordships the Hon'ble Justice Soumen Sen and Hon'ble Justice Uday Kumar of Hon'ble High Court, Calcutta has been dismissed the said Appeal being F.A. No. 95 of 2022 dated 29.09.2022 with cost assessed of Rs. 30,000/- with a direction to pay the said amount in favour of the State Legal Services Authority to utilize for legal awareness.

AND WHEREAS subsequently the said Bharati Basu (Nee Kar) died intestate on 08 th March, 2022 leaving behind her daughter namely Smt. Chandralekha Roy, as her only legal heires and successor, who became the sole and absolute owner of the aforesaid property more fully and particularly described in the schedule herein below as per provision of the Hindu Succession Act, 1956.

AND WHEREAS since the death of said Bharati Basu, (Nee Kar) her daughter Smt. Chandralekha Roy, wife of Sudipta Roy, has been seized and possessed of or otherwise entitled to the said





property, she had exercised his respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

AND WHEREAS be it mentioned the said Chandralekha Roy being owner & in possession transferred the "First" schedule property in favour of Sharmila Tah i.e. the present OWNER by virtue of a registered Deed of Sale being no. 190215874 for 2022 (in Book No. I, Volume No.1902-2022, Pages 531492 to 531518) which was registered in the office of the Additional Registrar of Assurances Kolkata.

WHEREAS the party of the FIRST PART i.e SHARMILA THA Wife of Goutam Tha herein is the absolute owner and possessor of ALL THAT the piece and parcel of land situated at Mouza-Radhanagar, J.L.NO. 39, appertaining to R.S plot No. 7271(part), corresponding to L.R Plot No. 6379, under previous L.R Khatian No. 3720, present L.R Khatian No. 11021, Classification as Bastu, total measuring an area more or less 9.1 decimals or more or less 0.091 acre share TOGETHER WITH a two storied building standing thereon, measuring in aggregate an area about 2800 (Two Thousand Eight Hundred) Sq. Ft. more or less, (1400 Sq. Ft. more or less, on the Ground Floor and 1400 Sq. Ft. more or less, on the First Floor, within Ward No.-9, Mahalla- kachari road, Holding No. 43, under Burdwan Municipality, P.O. -Burdwan Head Post Office, Pin- 713101, P.S.-Burdwan Sadar, & District- Purba Bardhaman, which is more fully described in the schedule.

AND WHEREAS SHARMILA TAH is the sole owner and possessor of the schedule mentioned property of Mouza: Radhanagar,









J.L.NO. 39, total measuring an area more or less 9.1 decimals or more or less 0.091 acre share, and her name have duly been recorded in the concerned L.R record of rights, vide L.R. Khatian No. 11021, L.R. Plot No. 6379, classification as Bastu, total measuring an area more or less 9.1 decimals or more or less 0.091 acre share, and the government tax and other taxes are being paid by them and they have been exercising their respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

AND WHEREAS SHARMILA TAH i.e. the present OWNER as the absolute owner and possessors of the schedule mentioned property, herein after PARTY TO THE FIRST PART herein being the absolute owner and acquired a better, an independent right, title, interest and possessor over the piece or parcel of demarcated butted and bounded portion of land measuring an area more or less 3976 sq.ft., in L.R. Khatian No. 11021 - (SHARMILA TAH) classification as Bastu, total measuring an area more or less 9.1 decimals or more or less 0.091 acre share, which are free from all encumbrances. The land within the jurisdiction of the Burdwan Municipality at Purba Bardhaman more fully described in the schedule of this development agreement written and hereinafter referred to as the said property, and said above mention land owner herein who are agreed to develop her property with the developer herein to this development agreement and full consent for develop and as well as construction over the schedule mentioned property at the cost of the developer.

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and whereas the party to the FIRST PART as the owner is now in absolute Khas possession of the land in the schedule mentioned hereunder by exercising their right, title by paying land Revenue to the State of West Bengal and mutated their names in the present L.R. Record of rights before the Ld. B.L & L.R.O., Burdwan-I at Purba Bardhaman and also in the assessment records as of Burdwan Municipality.

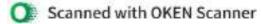
and whereas Sharmila Tah i.e. the present OWNER as absolute owner & in possession of the "First " schedule property desire to construct a multi- storied residential building containing several self-contained flats/units/car parking spaces. But for want of time, experience and fund she is unable to proceed with such a project.

AND WHEREAS the OWNER is in need of a firm/person who would take up the project and start and compete the building by taking all sorts of steps for developing the said property and start and completing the proposed building by providing fund from his own source.

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

AND WHEREAS the DEVELOPER FIRM represented by its proprietor, have agreed to take up the project for development of the said property and to provide funds for the said project thereupon and to start and complete the same.









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AND WHEREAS the OWNER and DEVELOPER after due discussion over the modus operandi and terms & conditions of development, they have mutually agreed to the terms and conditions of the development.

AND WHEREAS the DEVELOPER FIRM represented by its proprietor, have agreed to enter this agreement on the representation of the OWNER that she is the absolute owner and in possession of the said property and is entitled to enter into this agreement.

AND WHEREAS for the construction of the Multi-Storicd Residential Building containing several self-contained flats /unit/ car parking spaces Ownership Building upon the same land (more fully and particularly described in the First schedule here under written), the developer approved Building plan to the Burdwan Municipality with the consent of land owner, in accordance with the building plan sanctioned by the Burdwan Municipality of Purba Bardhaman, on terms that the developer would make construction of the proposed building and with the authority and power to procure the cost of construction from intending purchasers of Flats/ Units/Car parking spaces of the proposed building on the said plot of land referred in the Schedule hereunder written at the costs and expenses of the developer. But necessary lack of experience and inadequate funds, the Owner is unable to proceed with such a huge project.

AND WHEREAS the DEVELOPER FIRM represented by its proprietor, has submitted a scheme for construction of multi-storied building consisting of several flats/units/parking spaces on the basis of sanctioned building plan, sanctioned by Burdwan Municipality on









terms that the DEVELOPER would make development the "First" Schedule property and to construct the proposed multi- storied building and with the authority and power to procure intending purchasers of flats/units/parking spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the DEVELOPER 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 the cost of the proportionate share of interest in the land described in the "First schedule" mentioned hereunder and as would be proportionate to each such flat/unit/car parking spaces and common parts for and on behalf of the OWNER and upon receipt of such payment from the intending purchasers the DEVELOPER shall nominate the intending 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 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.

AND WHEREAS the aforesaid OWNER has accepted the said proposal of the DEVELOPER and hereby agree to appoint the DEVELOPER for developing the property more fully described in the "First" schedule here under written by making construction of the proposed multi-storied building comprising several flats/units/car parking spaces whom the DEVELOPER would procure on his/its own and such intending purchaser/purchasers shall pay









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consideration money to the DEVELOPER for the Flats/car Parking Spaces, as well as undivided proportionate and impartibly share of the land out of the land described in the schedule hereunder written, land situated at Mouza- Radhanagar, J.L.NO. 39, appertaining to R.S plot No. 7271(part), corresponding to L.R Plot No. 6379, under previous L.R Khatian No. 3720, present L.R Khatian Nos. 11021, classification as Bastu, total measuring an area more or less 9.1 decimals or more or less 0.091 acre share TOGETHER WITH a two storied building standing thereon, measuring in aggregate an area about 2800 (Two Thousand Eight Hundred) Sq. Ft. more or less, (1400 Sq. Ft. more or less, on the Ground Floor and 1400 Sq. Ft. more or less, on the First Floor, within Ward No.-09, Mahalla-Kachari road, P.O.-Burdwan Head Post Office, P.S.-Burdwan Sadar in the District of Purba Bardhaman under Burdwan Municipality, vide Holding No. 43, PIN - 713101, along with easement rights upon all common passages which is more fully and particularly described in "First" Schedule hereunder written hereinafter called and referred to as the said schedule property within in the jurisdiction at the office of the Additional District Sub-Registrar, Burdwan which is more fully written and hereinafter referred to as "said property".

AND WHEREAS the owner being desirous of developing the said properties into a multi storied residential building over the land with structure were in a look out to appoint a real estate developer for the same and approached the Developer and represented to the Developer as follows:

a) The owner has the full absolute ownership right of the "First" schedule property and in their peaceful old residential





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structure old residential structures thereof measuring an area more or less 2800 (Two Thousand Eight Hundred) Sq. Ft. more or less, (1400 Sq. Ft. more or less, on the Ground Floor and 1400 Sq. Ft. more or less, on the First Floor, with Cemented Flooring and 60 years Old, respectively),

- b) The said properties are free from all encumbrances, charge, liens, lispendens, mortgage, attachments and have no acquisitions or requisitions and/or any civil, criminal proceedings is/are not pending before any Learned Court under its Jurisdiction, claims and demands subject to bank liability.
- c) The owner has not entered into any agreement or contract with any person or persons / company or companies in connection with the said properties or any part thereof or its development / transfer prior to the execution of this agreement.

and whereas the owner is now intending to develop the said property and having no sufficient fund for deferring the cost of the development and also to meet other lawfully expenditure decided to develop the said property.

AND WHEREAS the owner has been in search of person/
persons competent to take over the charge of Development of the
said property and construct a Multi- Storied Residential Building on
joint venture basis.

AND WHEREAS due to various reasons, shortage of fund and of experience in the matter the land owner approached to Developer

here in to construct make of a building unto and maximum height, permissible by the Burdwan Municipality and/or permitted in accordance with law.

AND WHEREAS the Developer has assured the owner that he has adequate funds, know how, expertise and all means to undertake development of the building in the manner agreed hereunder.

and whereas upon discussion and negotiations it was agreed between the parties that the owner would contribute their said properties for development and the Developer would develop the said properties at his own costs and expenses and the parties would be entitled to specific identified allocations in the building so developed by the Developer at the said properties on certain terms and conditions.

AND WHEREAS the parties do hereby record into written the terms and conditions agreed by and between them in connection with the development of the said properties of their respective allocations in the building and their respective rights and obligations in respect of the same as hereinafter contained.

AND WHEREAS the Developer Firm M/S SUSANTA GHOSH, (A sole proprietorship firm) (PAN: AGMPG3013B), represented by its sole proprietor MR. SUSANTA GHOSH, Aadhar Card No. 9073 7012 8559, construct a Multi - Storied Residential Building on the said property as per the sanction plan sanctioned by the Burdwan Municipality in consideration of and / or the term and conditions here in after appearing.









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AND WHEREAS the land owner of the said property has accepted the proposal of the Developer subject to the terms and conditions herein after explicitly described.

AND WHEREAS the Land owner and the Developer after details discussion over modus-operandi and all the terms and conditions in regard to construct a multi- storied residential building on the said property and the option property to the Developer Firm for development of the property under the terms and condition.

AND WHEREAS the Developer has submitted a scheme for construction of multi storied building consisting of several flats / units / parking spaces on the basis of sanctioned building plan. Sanctioned by Municipality on the terms that the Developer would make development the First schedule property and to construct the proposed multi-storied building and with the authority and power to procure intending purchasers of Flats / Units / car Parking Spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the Developer 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 the cost of the proportionate share of interest in the land described in the First schedule mentioned herein under and as would be proportionate to each such flats / unit / car parking spaces and common parts for and on behalf of the Land Owner and upon receipt of such payment from the intending purchasers the Developer shall nominate the intending 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 owner who would execute proper sale deed / conveyance deed in respect of the said undivided impartible and indivisible interest in the land together with flat / unit / car parking spaces.

AND WHEREAS the aforesaid owner has accepted the said proposal of the developer and hereby agreed to appoint the Developer for developing the property described in the First schedule hereunder written by making construction of the proposed multi-storied residential building comprising several flats / unit / car parking spaces whom the Developer would procure on his / Its own and such intending Purchaser / Purchasers shall pay consideration money to the Developer for the flats / units / car parking spaces as well as undivided proportionate and importable share of the land out of the land described in the schedule hereunder written.

AND WHEREAS thus the said owner and the Developer entered into this agreement in order to develop the property more fully and particularly mentioned and described in the First schedule hereunder written and hereinafter referred to.

AND WHEREAS newly construction of flat / unit / parking space shall be made over the First Schedule property upon demolishing the existing old residential building / structure measuring an area more or less 2800 (Two Thousand Eight Hundred) Sq. Ft. more or less, (1400 Sq. Ft. more or less, on the Ground Floor and 1400 Sq. Ft. more or less, on the First Floor, with Cemented Flooring and 60 years Old, respectively), after getting approval of demolition of said existing residential property by the developer from







the authority concern and consent to that effect shall be given/
accorded by the owner whenever required and owner shall bound to
vacate the possession of the said residential building for successful
implementation of newly residential flat upon getting sanctioned
and approved multistoried residential building / flats. of the Project
category G+IV residential Building Flats/Units/Car parking spaces,
and the said project shall be known as "ANITA APARTMENT" on
terms that the developer would make construction of the proposed
building and with the authority and power to procure the cost of
construction from intending purchasers of Flats/Units/Car parking
spaces of the proposed building on the said plot of land referred in
the Schedule hereunder written at the costs and expenses of the
developer. But necessary lack of experience and inadequate funds,
the Owner are unable to proceed with such a huge project.

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

#### OWNER:

Shall mean SHARMILA TAH, Aadhaar No. 4290 6152 8635, PAN. ADHPT9863E, wife of Goutam Tah, by Nationality-Indian, resident of 16A, Murat Mahal Lane, P.O- Burdwan Head Post Office, P.S- Bardharman Sadar, District- Purba Bardhaman, PIN - 713101, West Bengal,

#### DEVELOPER:

M/S SUSANTA GHOSH, (A sole proprietorship firm) (PAN: AGMPG3013B), having its registered office at Kalibazar West, P.O.- Burdwan, P.S.-Burdwan Sadar, District-Purba







Bardhaman, PIN -713101, represented by its sole proprietor MR. SUSANTA GHOSH, Aadhaar No. 907370128559, son of Rampada Ghosh, Indian by Nationality, Hindu by Religion, resident of Kalibazar West, P.O.-Burdwan, P.S.-Burdwan Sadar, District -Purba Bardhaman, PIN - 713101, West Bengal,

#### THE PROPERTY:

ALL THAT the piece and parcel of homestead total measuring an area more or less 9.1 decimals or more or less 0.091 acre share, old residential structures thereof measuring an an area more or less 2800 (Two Thousand Eight Hundred) Sq. Ft. more or less, (1400 Sq. Ft. more or less, on the Ground Floor and 1400 Sq. Ft. more or less, on the First Floor, with Cemented Flooring and 60 years Old, respectively), within, District- Purba Bardhaman, P.S.- Burdwan Sadar, S.R.O. Burdwan, land situated at Mouza-Radhanagar, J.L.NO. 39, appertaining to R.S plot No.7271(part), corresponding to L.R Plot No. 6379, under previous L.R Khatian No. 3720, present L.R Khatian Nos. 11021, classification as Bastu, total measuring an area more or less 3976 sq.ft. TOGETHER WITH a two storied building standing thereon, measuring in aggregate an area about 2800 (Two Thousand Eight Hundred) Sq. Ft. more or less, (1400 Sq. Ft. more or less, on the Ground Floor and 1400 Sq. Ft. more or less, on the First Floor, within Ward No. 09, under Holding No.43, Mohalla- Kachari Road, within Burdwan Municipality.

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### BUILDING :

Shall mean and include the multi-storied residential building to be constructed at the premises mentioned in earlier paragraph.

# BUILDING PLAN:

Shall mean such plan prepared by the Architect for the construction of the new multi-storied building to be constructed on the said land sanctioned by the Burdwan Municipality which include drawings, design, elevations and specifications as are prepared by the Architects including variations/ modifications therein, if any.

#### ARCHITECT :

Shall mean such person or persons with requisite qualification and enlisted his firm who will be appointed by the Developer for designing and planning at the new multi-storied building.

# COMMON FACILITIES & AMENITIES:

shall mean and include corridor, stairs, ways, paths, passages, water tank and other spaces, lift and Roof facilities what so ever required for the establishment, location, common use for enjoyment, provision, management and / or maintenance of the building as shall be determined by the Developer and the Owner of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Management Committee is formed and take charges of the said building and the purchasers of the





flat proposed multi-storied building shall have the right enjoy the roof of the proposed building for all ceremonial occasion for maintaining TV Antenna and water reservoir.

#### NEW BUILDING :

The new building shall mean the newly constructed multi storied residential building to be constructed on the aforesaid premises by the Developer.

# CONSTRUCTED SPACE :

Shall mean the space in the building available for independent use and the occupation including the space demarcated for common facilities.

# OWNER'S ALLOCATION :

shall mean and include undivided 43% of the F.A.R. area at the total constructed portion of the proposed multi-storied building as per sanctioned building plan approved / sanctioned by the competent authority and the undivided 43% Car Parking area on the Ground Floor of the proposed multi-storied building over the First schedule property TOGETHER WITH undivided proportionate share in the land under-neath and the common portions of the proposed multi-storied building and shall include proportionate percentage of undivided share and also common parts and facilities of each such flat / unit / parking space as of owner's allotted portion of construction with sufficient modern fittings & fixtures. The flat and car parking spaces will be specifically demarcated mutually after getting sanctioned plan and by executing separate supplementary







agreement for the purpose of specific demarcation of Owner's & Developer's Allocation.

## DEVELOPER'S ALLOCATION :

shall mean the remaining portion i.e. 57% out of the total F.A.R. area in the proposed multi-storied building to be constructed over the First schedule property including the common facilities absolutely belonged to the Developer after providing for the Owner allocation as aforesaid and 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. together with right over the roof for its maintenance and fixing up overhead tank with water distribution line and other necessity of the building. The flats & car parking space will be specifically demarcated mutually after getting sanction plan and by executing separate supplementary agreement for the purpose of specific demarcation of Owner's & Developer's Allocation.

## SALEABLE SPACE :

Shall mean in the new building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof.

#### COVERED AREA:

covered area shall mean and include the entire covered area as may be sanction by Burdwan Municipality and shall include the plinth area of flat / unit / parking spaces including of the







bathroom, balconies & terrace apartment thereto and also the thickness of external and internal walls and pillars and the area at the common portions. Provided that, if any will be common between two units / flats / Parking spaces then 1/2 (half) portion of the said wall shall be included in such unit / flat.

#### UNDIVIDED SHARE:

Shall mean the undivided proportionate share in the land attributable to the each flat / unit / parking spaces comprised in the said land and the common portions held by and / or herein agreed to be sold to the respective purchaser and also wherever the context permits.

#### TRANSFER:

with its grammatical variations shall include transfer by possession by any other mean adopted for effecting what is understood as a transfer of space in multi- storied building to purchase thereof.

## TRANSFEREE:

Shall mean the firm, limited company, association or person to whom any may space in the building has been transferred or is proposed to be transfer.

# WORDS:

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.









#### TIME :

shall mean the construction shall be completed positively within 36 months from the date of sanction of plan sanctioned by the competent authority of the proposed multi storied building. If due to any natural calamity or for any act of God or due to any pandemic health issues occurs if any delay in the interim period the time limits for completion of the project may be extended by mention time period but not more than 12 months from the date of withdrawal of prohibitory orders by the competent authority.

Submission of plan to the Burdwan Municipality within Six months from signing of this Agreement.

Laying the Foundation immediately on getting the sanction of the plan of the proposed multistoried building.

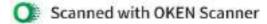
#### CO-OWNER:

The unit / flat owner means and include any person who acquires, holds and / or owns any unit / flat / car parking in the building and that shall include the Developer for the unit / flat / car parking held by them from time to time.

# FLATS / UNITS :

The flat / unit shall mean the flats or residential area, covered area, other space / spaces in the building, which is capable of being exclusively owned used and / or enjoyed by any flat / unit owner and which is not the common portion.









## COMMON EXPENSES:

Common expenses shall mean and include all the expenses to be incurred by the flats / units owner for the management and maintenance / upkeep at the said building and the said premises for common purposes.

## COMMON PORTIONS:

Common portions shall mean all the common areas and installations to compromise in the said building and the premises, after the development including stair cases, lobbies, passage, pathways, boundary walls, entrance & exit gate service areas etc.

# PROJECT:

the project shall mean the work of development work under taken to be done by the developer in pursuance of this agreement till the development to the First schedule property and the possession of the completed unit / flats is taken over by the unit / flat owner, the project namely "ANITA APARTMENT"

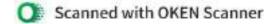
# PROPORTIONATE SHARE :

With all its cognate variations shall mean such ratio, in which the covered area of any units / flats is in relation to the covered area of all the units / flats in the said building shall be distributed amongst the units / flats owner.

# CARPET AREA:

shall mean the area as defined in Section 2(k) of the Real Estate (Regulation and Development) Act' 2016.

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# COVERED/BUILD UP AREA:

shall mean the Carpet Area of the flats and open terrace plus the thickness of the external walls and pillars PROVIDED THAT if any external wall and pillar be common between two Flats then one - half of the area under such wall and pillar shall be included in each Flats.

## SUPER BUILDING AREA:

Shall mean in context to a unit / flat as the area of the unit / flat computed by adding an agreed fixed percentage of 25% to be built-up and / or the covered area of the unit / flat and such will be used and utilized only for Selling purpose.

## COMMON PURPOSES:

shall mean the purpose of managing and maintaining the building of the said holding 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 right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.

#### POWER OF ATTORNEY:

with the execution of this agreement the owner shall if required or may cause to execute a "Developer Power of Attorney" in favour of the Developer herein of the Developer in accordance with Law, so that the Developer can proceed smoothly in pursuance with this agreement and to sell of his









Developer's Allocation share, to the intending purchaser/s and the owner shall also grant to the developer and/or its nominees a Power of Attorney for constructions of the new residential building and booking and to sell of the newly constructed residential building to the intending purchasers.

#### ADVOCATE :

shall mean the Advocate, who have prepared these presents and who shall prepare all legal documents regarding the development, construction, building promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise in its parts and parcels and the building and the unit / flat therein, including the Deed of Conveyance/s thereof.

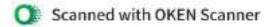
# COMMENCEMENT :

This agreement shall be deemed to have commenced with effect from the date of execution at this agreement.

#### The Owner has represented to the Developer as follows:

- The owner is the sole, absolute owner of the said property at Mouza: Radhanagar, J.L.No.39, Mahalla: Kachari road, PO – Burdwan Head Post Office, P.S- Burdwan Sadar in the District of Purba Bardhaman under Burdwan Municipality, Ward No. 09, vide Holding No. 43, PIN - 713101 more fully and particularly mentioned and described in the "First Schedule" hereunder written and herein after referred to.
- That there is no arrear of taxes and/or other levies at impositions of the said property due and payable to any statutory authority.



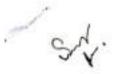






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- The Owner shall supply all original documentary evidences in respect of the property to the Developer.
- 4. The owner shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the multi-storied buildings and pay all arrears of taxes and / or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
- The Owner shall vacate the said property / premises after getting sanctioned plan from the competent authority and hand over the entire property to the Developer.
- The Owner shall answer and comply with all requisition that
  may be made by the developer or by his Advocate for
  establishing the title at the owner in respect of the premises.
- The Owner have handed over Khas, vacant, peaceful and physical possession entirely of the said property to the developer for the purpose of the execution of the said project.
- There are no suits and/or proceedings and/or litigations pending in respect of the premises or any part thereof.
- No person other than the owner have any right, title or any interest of any nature whatsoever, in the aforesaid premises or any part thereof.
- The right, title and interest of the owner of the abovementioned premises is free from all encumbrances whatsoever and the Owner have a good and marketable title thereto.
- There are no Thika Tenants on the premises and the owner have no received any notice regarding any such claim or proceeding.



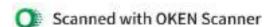




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- 12. No part of the premises has been or is liable to be acquired under the Urban Land Ceiling and Regulation Act. 1976 and / or under any other law for the time being in force and no proceedings have been initiated or are pending in respect thereof. The owner shall not have any difficulty in obtaining all requisite clearances and permissions from the Land Ceiling Authorities for the development of the Premises in the manner envisaged hereunder.
- 13. The Owner shall take all necessary steps to co-operate with the developer so that the developer can get the delivery of the vacant and peaceful possession of all parts and portions of the First Schedule property.
- 14. The premises or any part thereof is at present not affected by any acquisition or requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceeding has been received or come to the notice of the Owner.
- 15. Neither the premises nor any part thereof have been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Water Tax, Revenue or any other Public Demand Recovery Act.
- 16. The owner has not in any way dealt with the premises whereby the right, title and interest of the owner as to the ownership, use, development and enjoyment thereof, is or may be affected in any manner whatsoever.
- 17. There are no Debottor or Pirottor Property Wakf, Tombs,







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Mosques, Burial Ground or vested to the state of West Bengal or encumbrances relating to or on the premises or any part thereof.

- 18. The owner shall have no difficulty in obtaining Income Tax Clearance Certificate and/or any premises for the completion of the transfer of the Developer's Area to the developer and/ or his nominee and/or otherwise in fulfilling their other obligations hereunder.
- 19. The owner shall not include in any activities which may be detrimental to the development of the said property and / or which may affect the mutual interest at the party. The owner shall provide all co-operations that may be necessary for successful completion of the project.
- 20. The owner fully and sufficiently entitled into this agreement. The representations of the Owner mentioned hereinabove are hereafter collectively called the "SAID REPRESENTATIONS" and the Owner confirmed that the Said Representations are true and correct after satisfying and Relying on the Said Representations and/or the title of the owner the developer has agreed to develop the premises, and to complete the project, and do the works as and on the terms mention hereunder.
- Both the parties herein shall have right in respect of ultimate top roof of the building being constructed herein as more fully mentioned in the schedule and also together with right over the roof.

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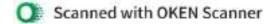


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# THE DEVELOPER ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS:

- The Developer has vast experience sufficient infrastructure and sufficient money and enough competence to complete the building as per terms of this agreement within the stipulated period.
- 2) The Developer on good faith is satisfied with regard to the owner's title of the premises according to the oral assurance and representations made by the owner.
- 3) In case there is any damage to the building or unforeseen situation happens to any workman, laborers in course of construction, the Developer will personally liable for the same and shall indemnify the owner from all casts consequences and damage arising thereof.
- 4) The land owner shall not be liable for any act deeds and things on the part of the Developer regarding construction & development of the property.
- 5) All costs, charges and expenses for preparation of the Map or Plan to be sanctioned by the competent authority in the name of owner and construction of the multi - storied building and/ or development of the premises, save as otherwise mentioned herein, shall be borne and paid by the developer, exclusively.
- 6) The developer shall be at liberty to do all works as be required for the project and to utilize the existing water and electricity connections in the premises at their own costs and expenses. The Developer shall have the right obtain temporary









- connection of utilities for the project and the owner shall sign and execute all papers and documents thereafter.
- 7) That the plans of the said building which includes the drawings, designs, elevations and specifications as are prepared by the Architects, including variations / modifications there in and duly sanctioned by the Burdwan Municipality.
- 8) The owner shall be entitled to periodically supervise the progress of construction of the said Multi-Storied Building over the property.
- All applications, necessary permission certificate from all appropriate authority, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the developer on behalf of owner of the developer's costs and expenses and the Developer shall pay charges and bear all fees including Architects fees (Soil testing), plan sanction fee charge, etc. required to be paid or deposited for exploitation of the said property provided however that the Developer shall be exclusively entitled only to refunds or any of all payments and/or deposit made by the Developer.
- 10) The Developer acting on behalf of the owner Attorney and shall from time to time submit all further plans and/or application and other documents and papers with the consent of the Architect and do all further acts. Deeds and things may be required or otherwise relevant for the purpose and/or







otherwise to obtain all such clearance, sanction, permissions and/or authorities as shall be necessary for the construction of the building expeditiously and without delay.

11) That the Developer has every right 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 Multi - Storied Building over the schedule property mentioned hereunder 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.

# CONSIDERATION / COMPLETION

In consideration of the owner having agreed to permit the Developer to exploit the said property for multi-storied residential purposes and to construct, erect and build a new building in accordance with the plan to be sanctioned by the Burdwan Municipality in the name of the owner and in accordance with the specification and materials description of which are stated in details in "Third" schedule below. The materials to be used standard materials for all construction.

The entire cost of construction of the building or whatsoever nature shall be borne by the Developer 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 other permissions and approvals. The owner shall not be required to contribute any amount in that regard.

The Developer shall obtain plan for sanction to the Burdwan Municipality and shall commence construction after obtaining sanction from the authority concerned. Except un avoiding circumstances the Developer shall complete the construction within 36 months from the date of sanction plan sanctioned by the competent authority and after completion of the building the Developer at the first instance shall hand over the Owner's proposed multi-storied building, 43% allocation in the proposed multi-storied building.

## OCCUPANT :

All the areas are to be vacated by the owner in all respect and cost and expenses for vacating the premises at first schedule property shall be borne by the developer himself and give permission to the Developer for the purpose of construction after getting sanction plan from the competent authority.

#### POSSESSION

The owner shall give free peaceful unencumbered possession of the aforesaid premises to the Developer after getting sanctioned building plan from the competent authority enabling the Developer to survey the entire premises and for making soil testing and preparation of the proposed building







plan and for constructing proposed Multi - Storied Building on the said plot of land.

- After getting / obtaining valid sectioned building plan from the competent authority, the owner shall put the Developer in the exclusive possession to the said property as agreed upon.
- 3) That the Developer shall be entitled to collect and realize consideration money for and on behalf of the owner from the intending purchasers for flats/units/car parking spaces, price of the undivided proportionate and importable share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common area.
- 4) That the Developer shall be entitled to collect the price of the undivided proportionate and importable share or interest in the said land and cost of construction so far it relates to his/ their allocation.
- 5) The flat will not be considered as complete unless the Developer has given notice to this effect to the flat owner and said building shall be deemed to be completed in all regards on receipt of possession by each owner of the flats/units/car parking spaces.
- 6) That the said proposed Multi-Storied Building shall be used for residential purposes as be decided by the owner and the Developer.

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## DEVELOPER'S OBLIGATION

# The Developer here by agrees and covenant with the Owner:

- The Developer shall complete the construction of the proposed building maintaining all the provisions of building rules current and amended by the competent authority.
- The Developer not violate and / or contravene any of the provisions of current amended building rules during construction of the building.
- The Developer shall not make any deviation from the sanction plan of the construction of the said building on the said holding over the First schedule property without written and recorded consent of the Owners.
- 4. The Developer shall pay and bear all rates and taxes, electric charges for the property from the date of taking handover possession thereof for commencement of the project works till the date of final allocation to the respective flat owners.
- The Developer shall not be entitled to transfer alienate or assign this agreement to any other person or persons for completion of constructions of this agreement and without any consent of the Owner.
- That before execution of the sale deed/s, the draft of the same should be approved by the Owners and the Owners should be made party to convey the proportionate land of the respective flats of the Developer's Allocation.
- 7. The Developer shall complete the building within 36 months

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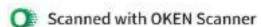
from the date of sanction of plan sanctioned by the competent authority, required fees to be deposited within 30 days to the competent authority.

8. The Developer hereby agrees and covenants with the Owners not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project. The Owners undertakes to act in good faith towards the Developer (and any appointed and / or designated representative) so that the project can be successfully completed.

## OWNER'S OBLIGATION

- The Owner hereby agrees and covenant with the Developer not to cause any interference or hindrance during the construction of the building of the said property by the Developer.
- The Owner hereby agrees and covenant with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling, assigning and / or disposing of any portion or portions of the Developer allocation portion in the building of the said property same and except the right of land.
- 3. The Owner hereby agrees and covenant with the Developer not to let out grant, lease, mortgage and / or charges the allocation portion of the Developer in super built up construction but shall have all right to let out grant lease, mortgage and / or charges each allocated portion to any person / persons, company / companies save and except the Owner's allocation.









- 4. The Owner shall sign and execute necessary application paper, documents and do all acts, deeds and things as may be required in order to legally and effectively vest on the Developer or its nominees in the said land for the purpose of constructing the project.
- The Owner hereby further agrees and undertake not to do any act deed or things whereby the Developer may be prevented from construction the proposed building and completing the same subject to the provision of clauses mentioned therein.
- 6. That during continuance of this agreement the Owner undertake to provide all sorts of help and need in favour of the Developer in smooth construction of flats and Owner under the obligations shall sign on the requisite papers and / or document according to the Developer requirement.
- The Owner shall execute supplementary agreement with the Developer for any further amendment, alterations or modifications, which are not possible to be stated at present.
- 8. The Owner shall also execute Power of Attorney to empower the Developer to negotiate for sale of the proposed flats / units / car parking and other units at the best price available allotted in favour of the Developer and to enter into an agreement for sale with the intending purchasers in the prescribed from and to execute the Sale Deed except the Owner's 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









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of prospective purchasers and admit execution thereof on behalf of the Owner and to do all things, act deeds necessary to complete the registration of such documents before registering authority.

The Owner shall also execute Power of Attorney to empower the Developer to get an association of the flat 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 and to engage any Advocate or Solicitor for the purpose of taking advice and for preparation and execution of documents required to be execute and to pay their fees.

# 10. No obstruction in dealing with Developer's Function:

The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its function under this agreement.

#### 11. No obstruction in construction:

The owner covenant not to cause any interference or hindrance in the construction of the new building.

# 12. No dealing with said property:

The Owner covenants not to let out grant lease, mortgage and / or change the said property or any portion thereof same in the manner envisaged by this agreement.

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- 13. That if and when the competent authority permits to extend any further floor over the existing multi-storied building, the ratio of the allocation the Owner and the developer will be same as on this day and the Owner will only be entitled to get their share either by flat area of the extended portion over the existing building or by the then market value for their allocation by executing a separate supplementary agreement.
- 14. The Owner will personally bear all costs relating to the ownership of their 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.

#### INDEMNITY:

- The Owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy their allocated portion without any interference, hindrance and / or disturbance provided the Developer job performance and fulfill and all singular the term and condition herein contained and / or its part to be observed and performed.
- 2. The Owner will get undivided 43% of the F.A.R. area of the total constructed portion of the proposed multi-storied residential building plan issued by competent authority and the undivided 43% car parking spaces on the Ground Floor of the proposed multi-storied building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts and facilities with sufficient modern

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fittings & fixtures and the Developer will get undivided 57% of the F.A.R. Area of the total constructed portion of the proposed multi-storied building as per sanctioned building plan issued by competent authority and the undivided 57% car parking spaces on the Ground Floor of the proposed multistoried building over the schedule mentioned property TOGETHER WITH undivided proportionate share in land and common parts of facilities with sufficient modern fittings & fixtures. The flat & car parking space will be specifically demarcated mutually after getting sanction plan and after executing separate supplementary agreement. That if and when the local authority permits to extend any further floor over the existing multi-storied building, the ratio of the allocation of the Owner and the Developer will be same as on this day and the Owner will only be entitled to get their share either by F.A.R. of the extended portion over the existing building or by the then market value for their allocation by execution' a separate supplementary agreement.

3. 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 Owner's Allocation will be borne by the Owner or their nominee or nominees.

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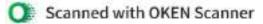


- The Stamp duty, registration charges and expenses in connection with the preparation and execution of this Deed of Agreement and Power of Attorney shall be entirely borne by the developer or its nominees.
- 5. The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the project and including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 6. The Owner hereby indemnified and agrees to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner being incorrect.

#### DELIVERY OF POSSESSION

 The Developer here by agrees to deliver possession of the owner's allocation after completing the building in all respect within 36-months from the date of sanction of plan sanctioned by the competent authority. The Developer shall not incur

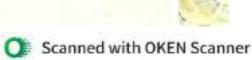








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any liability for any delay in the delivery of possession by reason of Civil Commotion or for any Act of God / Natural Calamities or pandemic / epidemic occurring in the interim period or due to any injunction of prohibitory order of any Court or any 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 such restrictive order for delivery of the said owner's allocation or as the case may be. That the owner 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 in favour of the Developer or its prospective Buyer/s as nominated by the Developer, which shall stand reduced proportionately in the event of further floors being sanctioned by the Competent Authority.

#### TERMINATION OF AGREEMENT

If the title of the said properties found to be defective encumbered, not marketable and bankable resulting in non-execution of the project then in such circumstances the owner shall be liable to refund the adjustable and refundable security deposit along with other incidental expenses related to the said project to the developer, within 90 days from the date of notice of refund along with documentary proof in support of alleged defect and / or alleged encumbered status of the owner title in the said property in case the Developer fails to complete the project due to financial crisis except unavoidable circumstances in that event the amount paid by the other







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party to be forfeited. If both the parties fail to comply the terms and conditions of this agreement in that event, agreement to be terminated by execution of registered cancellation of Development Agreement.

#### FORCE MAJEURE:

- The parties hereto shall not in consider to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any Force Majeure and this contract shall remain suspended during the duration of such Majeure, if any.
- Force Majeure shall mean, floods, earth quake, riot, war, storm, fire, tempest, civil commotion, strikes, lock out and or any other act or commission beyond the control or the parties hereto.

#### ARCHITECTS

- That for the purpose of the Developer of the said property the
  Developer shall alone be responsible to appoint Architects for
  the said building and the certificate given by the Architects
  regarding the materials to be used of construction erection
  and completion of the new 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 decisions of the Architect regarding the quality of the materials and also specification of the purpose of construction will be final, conclusive and binding on the parties.





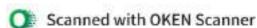
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#### MAINTENANCE

- The Developer Firm M/S. SUSANTA GHOSH 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 the Owner's Allocation is handed over after completing the building in all respect.
- 2. The Owner and the Developer from the date of delivery of possession of the Owner's Allocation, maintain their portion at their own costs in good repair and habitable 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.
- 3. That after the said building is completed and the Owner's Allocation is delivered, the Developer Firm will form an Association with the Owner and Occupants of the various flats and form such Rules and Regulations as the Developer shall think fit and proper for the maintenance of the said building and the owner shall be liable to make payment proportionate share of the maintenance charges payable in respect thereof.
- 4. That until such Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the Common Service subject however to the owner making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof,

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From the date of handing over the possession of the owner's allocation the owner shall pay the Developer the service charges for the common facilities in the said building.

# 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 fail to remove the encumbrances regarding the schedule property, the Owner will solely be responsible & liable for all financial loss & injury of the Developer.
- 2) In case the Developer fails to deliver possession of the proposed construction within the stipulated period mentioned herein above, then and in such event an extension of a maximum period of 18 months shall be granted to the Developer by owner.
- 3) 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 / Natural Calamities or Pandemic / Epidemic / other than any health issues occurs or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building, the Owner shall be entitled to presume that the Developer is unwilling/unable to implement the construction project and shall be entitled to terminate this Agreement by a written notice to the Developer and to

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engage any other agency for completion of the project. The Developer shall also be liable to compensate the Owner any loss that may result to the Owner on account of such abandonment of the project work by the Developer.

4) It is clarified that in case the owner fail meets any obligation /Responsibility, the developer will have the option to terminate this Agreement and receive simultaneous refund of the sum paid by the developer and all costs incurred hereunder by the developer.

#### Essence of Contract :

In addition of time the owner and the Developer expressly agreed that the mutual covenants and promises contained in this Agreement shall be the Essence of Contract.

## PAPER AND DOCUMENTS

The owner shall hand over the Xerox copy of all the documents, settlement records, chain of title deeds regarding the plot of land, up to date Municipality Tax Receipt, land revenue receipts and other relevant documents as required to the Developer at the time of execution of this Present Agreement, the owner shall hand over the original documents relating of the "First" schedule mentioned plot of land upon obtaining proper receipts.

#### SPACE ALLOCATION

 That the Owner will get 43% of the F.A.R. Area of the total constructed portion of the proposed multi-storied residential









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building as per sanctioned building plan issued by competent authority and the 43% Car Parking spaces on the Ground Floor of the proposed multi-storied residential building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures AND the Developer will get 57% of the F.A.R. Area of the total constructed portion of the proposed multi-storied residential building as per sanctioned building plan issued by competent authority and the 57% Car Parking Spaces on the Ground Floor of the proposed multi-storied residential building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures.

- 2) The Owner and the Developer shall be entitled to deal with sale, transfer, grant lease and/or in any way disposes 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.
- That if and when the local authority permits to extend any further floor over the existing Multi-Storied Building, the ratio of the allocation of the owner and the Developer will be same as on this day and the owner will only be entitled to get their share either by F.A.R. of the extended portion over the existing building or by them market value for their allocation.







19 APR 2024





#### ARBITRATION

In case of any dispute and difference or question arisen between the parties here to with regard to this agreement, the same shall be referred to the Arbitration under the provision of Indian Arbitration and Reconciliation Act and/or any other statutory modification and /or enactment if the disputes are not solved mutually. May arise in case of any dispute or difference, which May arise between the LAND OWNER and the DEVELOPER herein or their legal heir(s), successors and representatives in relation to this agreement shall be referred to ARBITRATOR, to be nominated by the Parties herein mutually and the decision of the said ARBITRATOR shall be final and binding upon the Parties. The seat and venue of the Arbitration proceeding shall be within area of Town & P.s.- Burdwan Sadar, District- Purba Bardhaman. This clause shall be deemed to be submission within the meaning of the Indian Arbitration and Conciliation Act'1996 including its statutory modification, amendment, and re-enactment.

### JURISDICTION

Appropriate Court at Burdwan, District: Purba Bardhaman shall have the territorial Jurisdiction to try and entertain all disputes and actions, suit and proceedings arising out of this Agreement.

# FIRST SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF THE SAID LAND)

ALL THAT piece and parcel of a bastu class of land, total







19 109 2924

measuring an area more or less 9.1 decimals or more or less 0.091 acre share TOGETHER WITH a two storied building standing thereon, measuring in aggregate an area about 2800 (Two Thousand Eight Hundred) Sq. Ft. more or less, (1400 Sq. Ft. more or less, on the Ground Floor and 1400 Sq. Ft. more or less, on the First Floor, with Cemented Flooring and 60 years Old, respectively), appertains to L.R. Khatian No. 3720, present L.R.Khatian No. 11021, R.S. Plot. No. 7271 (part), L.R. Plot No. 6379, Mouza-Radhanagar, JL. No. 39, Holding No. 43, Mohalla-Kachari Road, within the limits of Burdwan Municipality Ward No. 9, P.S. Burdwan, P.O. Burdwan Head Post Office, Dist. Purba Burdwan, PIN-713101, West Bengal, which is butted and bounded under as follows:

ON THE NORTH : By 24 Ft wide Kachari Road;

ON THE SOUTH : By House of Sri. Birbhadra Saha (LR. 6378);

ON THE EAST : By 11 Ft wide Municipal Road;

ON THE WEST : By 25 ft wide entrance road of Municipal

Girls' High School (L.R. 6073)

#### SECOND SCHEDULE ABOVE REFERRED TO

# (Common Areas, Facilities and Amenities)

- Open path and passages surrounding the building.
- Space for water pump with motor and underground water reservoir and/or overhead tank on the roof.
- Staircase leading from the ground floor to the roof of the building and landings of the staircase.
- Common user of roof.





Additional District # 45-Regions

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- Passage for entrance.
- Drains, Sewers and Pipes from the building to the Municipal ducts.
- Water pump with motor and water distribution pipes.
- Electrical wiring, fittings and other accessories for lighting for the staircase and other common area.
- Common electric meter and meter spaces.
- 10) Common user of the main entrance gate of the building.
- 11) Compound walls of the building.
- 12) Septic Tank.
- 13) Lift and Power Back Up.

#### THIRD SCHEDULE ABOVE REFERRED TO

# (Details specification of construction of Flats)

Foundation : RCC Foundation and framed structures for ground plus all floors

with quality materials.

Walls : All external wall will be of 250 mm

and the internal wall will be of 125

mm.

Floors : All flooring shall be completed with

marble.

Skirting : 150 mm skirting

Plaster : Cement plaster to be done by

medium coarse sand and for outer

Contd. next page

SY.







Frames

Door

Windows

Painting

wall and inner wall ratio of cement and sand will be of 1:5 and for ceiling plaster will be of 1:4; the outside and inside walls of the entire building will have 20 mm (average) thick plaster and ceiling and other concrete surface will have 15 mm (average) thick plaster.

- All the frames will be of Shal Wood except toilet block / bathroom.
- : All doors are provided by good quality commercial flash door and toilet block / bathrooms door will be provided by PVC door including PVC Frames and all doors will be provided with locking arrangement.
- : All windows are three ways/twoway Aluminum channel with Glocking system.
- : All the internal wall surfaces and the ceiling will be finished with putty. The external wall surfaces will be finished with Wheatear Coat or equivalent cement-based paint. All the wooden surfaces and the steel surfaces will be finished with priming coat.

Contd. next page

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1 9 APR 2024

Kitchen

: Granite finished cooking platform and steel sink along with glazed tiles up to 900 mm height above the kitchen platform and marble flooring and also one point Bib Cock will be provided in the kitchen.

Toilet

: Each toilet will be provided white porcelain Western Commode with cistern along with two water tap, one shower and tiles fittings in the wall and marble flooring at the bathroom.

Sanitary Plumbing

: Standard sanitary fittings and fixture including PVC Pipes will be provided.

Water supply

: Water will be provided in each floor of the said building through supply line from overhead / underground tank / reservoir.

Hardware fitting & fixtures : All the hardware fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like hatch bolts, rings etc. complete. Door buffers will be 'fixed in every door.

ELECTRIFICATION

: All the internal and outside main line wiring shall be concealed and





1 9 APR 2024

shall be of good quality copper wires with PVC concealed and all the switches will be of good quality.

# Each Flat will have the following Electrical Point:

Each Bed Room : Three light points, one plug point,

one Fan point and one Bed - Switch

point.

Living-Cum-Dining Room : Three light points, one Dining space

Fan point, one plug point, one TV

point.

Kitchen : One light point, one Power point, one

Exhaust Fan point.

Toilet 1 : One light point, one Exhaust Fan

point.

Toilet 2 : One light point, one Exhaust Fan

point.

Balcony : One light point

Dining : One Basin

Balcony : Balcony will be finished as 800 mm

Brick work at outside and other then the Steel or Grill work will be

done.

Extra Work . . . . . : Any Extra work other than our

standard schedule shall be charged

extra.

Contd. next page

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1 9 APR 2024

IN WITNESS WHERE OF the parties hereunto have set an subscribed their respective photo and puts their respective ten fingers prints and signature in the separate Bond paper on the day, month and year First above written in full possession of their sense and in good state of health and mind and without provocation from others.

SIGNED, SEALED & DELIVERED AT BURDWAN IN PRESENCE OF WITNESS:

1) Pisus Dut STOULD DUTTO KOJON, SOAVO

Slo. Late Durgesh Klymar Tall . 16A Murat Mahal Lane, Near Birhata 101817, monorue

SIGNATURE OF THE OWNER

Suganta Chosh

SIGNATURE OF THE DEVELOPER

Drafted by me & typed in my office: -

Sanchita Mondal Choudhury

Advocate ..

Enrolment No. WB/1205/2012

Computerised typed by : -





1 9 APR 2024

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19 APR 2024





निर्वादकव मध्य

निसंब नाथ

Elector's Name.

Fre/Sex

: \*/M

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MANY SHOW Besit

eight to the contract

Address

KARONI UTTAH PAHA SADYA Z. MUNAM (SADAR) SURDIVAN 71341)

এইবা-কার্যাল উক্তর ( কার্যালী আর্যার উপ্রতিল স্পর্যার বিশ্বয়ক Facuration serve system. Facurate Signature of the Electoral Registration Officer for

265-Burdwan Ultar (SC) Constituency

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आयकर विभाग INCOME TAX DEPARTMENT

SHARMILA TAH

RUKKINI HATI

12/03/1964

Paretspeet Account Number

ADHPT9863E

Acorde las

Signatum

- TOTAL TO AGE

मारत सरकार GOVT. OF INDIA





Sharinela Jah



ভারতীর বিশিষ্ট শরিচর প্রাধিকরণ Unique Identification Authority of India

ঠিকানা: W/O: গৌতম তা, মূর্ডেমহল্পেন, বর্ধমান, বর্ধমান, প্রিচমবর, 713101 Address: W/O: Goutam Tah, MURATMAHALLANE, Burdwan. Bardhaman, Burdwan, West Bengal, 713101

4290 6152 8635



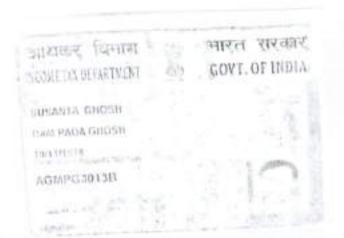
ভারত সরকার Government of India

শুমিলা ভা Sharmila Tah अक्षतिए / DOB : 12/03/1963 प्रशिता / Female



4290 6152 8635

Sharmela Jah



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Susanta Ghosh

# ভারত সরকার Government of India पूराहा त्याच Susanta Ghosh 5/25/04/008 10/11/1978

मुक्ता Male

9073 7012 8559

ন্তাধার – সাধারণ মানুষের অধিকার

# Unique Identification Authority of Incia

61414 विकास. S/O: तामनम (पाय, श्रानि ८/О: तामपर स्थाय, मुख्यम हिमान विभक्तः 113 त्रक्रण्य, जाता /अक्षमध् /पतिः कार्योग्यक्राम पश्चिम, पश्चित्रपति क्रिष्टः वर्धमान, ग्राम/देपनगत/मगतः वर्षमान (এব), জেলঃ বর্ণদান, পোন্ট অভিহন: বর্থদান, রাজঃ গাঁড়ন বান, শিনকোড: 713101

Adulte55 510. Rampada Ghosh House/Bidg /Apt 113 RATNALAYA, Street/Roadstone KALIBAZAR WEST, Landmark BURDWAN, Village Town City Barddhamon (m), District: Barddhaman, P.O.: Burdwan, State: West Bengal, PinCode 713101

9073 7012 8559

M

Susanta Ghosh

# Major Information of the Deed

	1-0203-02398/2024	Date of Registration	19/04/2024	
peed No :		Office where deed is registered		
query No / Year	0203-2000973457/2024	A.D.S.R. Bardhaman, District: Purba Bardhamar		
Query Date	18/04/2024 3:30:07 PM	A.D.S.R. Bardnaman, Discret		
Applicant Name, Address & Other Details	SANCHITA CHOUDHURY BURDWAN COURT, Thana: Ba , District: Purba Bardhaman, Wi ;Advocate	EST BENGAL, Mobile No. 15 11	7235297, Status	
Fransaction		Additional Transaction		
[0110] Sale, Development agreement	Agreement or Construction	Market Value		
Set Forth value		Rs. 1,43,37,271/-		
Rs. 2/-		Registration Fee Paid		
Stampduty Paid(SD)				
Rs. 20,000/- (Article:48(g))	Received Rs. 50/- ( FIFTY only	I from the applicant for issuing	the assement slip (Urban	
Remarks	Received Rs. 50/- ( FIFTY only area)	) Ituation see		

District: Purba Bardhaman, P.S.- Barddhaman, Municipality: BURDWAN, Road: Kachhari Road, Mouza: Radhanagar, Jl No: 39, Pin Code: 713101 Land Details:

Sch	: 39, Pin Co Plot	Khatian	Land	Use	Area of Land	SetForth Value (In Rs.)	Value (In Rs.)	Width of Approach
No	Number		Proposed Bastu	Bastu	9.1 Dec	1/-	1,32,03,2/1/-	Road: 25 Ft.,
L1 LR-6379 (RS:-)	LR-11021	Dasse					Adjacent to Metal Road,	
				_	9.1Dec	1/-	132,03,271 /-	

Structure Details : Sch Structure					Other Details
		Area of	Setforth Value (In Rs.)	Market value (in Rs.)	
No	Details	Ottorion		11,34,000/-	Structure Type: Structure
31	On Land L1	2800 Sq Ft.	1/-	11,04,000	

Gr. Floor, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No. 1, Area of floor: 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete

11,34,000 /-11-Total: 2800 sq ft

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Land Lord Details :

Name, Address, Photo, Finger print and Signature

10

Name SHARMILA TAH (Presentant) Wife of GOUTAM TAH Executed by: Self, Date of Execution: 19/04/2024 Admitted by: Self, Date of Admission: 19/04/2024 Place : Office

Photo



Finger Print

Sharile Tak

Signature

16A MURAT MAHAL LANE, City:- Not Specified, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India , PAN No.:: ADxxxxxx3E, Aadhaar No Not Provided by UIDAI, Status : Individual, Executed by: Self, Date of Execution: 19/04/2024 , Admitted by: Self, Date of Admission: 19/04/2024 ,Place: Office

# Developer Details:

Name, Address, Photo, Finger print and Signature SI No

MS SUSANTA GHOSH KALIBAZAR WEST, City:- Burdwan, P.O:- BURDWAN, P.S.-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 , PAN No.:: AGxxxxxx3B, Aadhaar No Not Provided by UIDAL Status :Organization, Executed by: Representative

Representative Details:

Name, Address, Photo, Finger print and Signature Signature No Finger Print Photo Name Mr SUSANTA GHOSH Son of RAMPADA GHOSH INTER CAUSE Date of Execution -19/04/2024, , Admitted by: Self, Date of Admission: 19/04/2024, Place of Admission of Execution: Office 19643624 17.1 Apr 192024 12 84216

KALIZAZAR WEST, City:- Not Specified, 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.:: AGxxxxxx3B, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : MS SUSANTA GHOSH (as PROPRIETOR)



# otifier Details :

vine .	Photo	Finger Print	Signature
by PJUSH DUTTA  by of SANAT DUTTA  sorum, City Not Specified, P.O soDDYA, P.SBardhaman  DistrictPurba Bardhaman, West  sengal, India, PIN:- 713102	9		Tan- 2-177
	19/04/2024	19/04/2024	19/04/2024

Transf	er of property for L	
SI.No	From	To, with area (Name-Area)
1	SHAPMILA TAH	MS SUSANTA GHOSH-9.1 Dec
Transf	fer of property for S	1
SI.No	From	To. with area (Name-Area)
1	SHARMILA TAH	MS SUSANTA GHOSH-2800.00000000 Sq Ft

# Land Details as per Land Record

District: Purba Bardhaman, P.S.: Barddhaman, Municipality: BURDWAN, Road: Kachhari Road, Mouza: Radhanagar, Jl No: 39, Pin Code: 713101

Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant	
No L1	LR Plot No:- 6379, LR Khatian No:- 11021	Owner: भीतः क. Gurdian:शंकत क. Audress: भेचः . Classification: सर. Area: 0.09100000 Acre.	SHARMILA TAH	

Page 64 of 66

# Endorsement For Deed Number: 1 - 020302398 / 2024

OH 19-04-2024

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 11:25 hrs on 19-04-2024, at the Office of the A.D.S.R. Bardhaman by SHARMILA TAH Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,43,37,271/-

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

Execution is admitted on 19/04/2024 by SHARMILA TAH, Wife of GOUTAM TAH, 16A MURAT MAHAL LANE, P.O. BURDWAN, Thana: Bardhaman

, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession House wife

Indetified by Mr PUUSH DUTTA, . . Son of SANAT DUTTA, KORURI, P.O. SODDYA, Thana: Bardhaman ., Purba Bardhaman, WEST BENGAL, India, PIN - 713102, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 19-04-2024 by Mr SUSANTA GHOSH, PROPRIETOR, MS SUSANTA GHOSH (Sole Proprietoship), KALIBAZAR WEST, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by Mr PIJUSH DUTTA, , , Son of SANAT DUTTA, KORURI, P.O: SODDYA, Thans: Bardhaman . , Purba Bardhaman, WEST BENGAL, India, PIN - 713102, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- ( E = Rs 7.00/- ) and Registration Fees

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/04/2024 4:13PM with Govt. Ref. No: 192024250019397161 on 18-04-2024, Amount Rs: 7/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 328971991 on 18-04-2024, Head of Account 0030-03-104-001-16

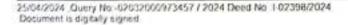
Payment of Stamp Duty

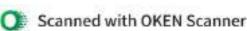
Certified that required Stamp Duty payable for this document is Rs. 20,000/- and Stamp Duty paid by Stamp Rs. 5,000.00/-, by online = Rs 15,000/-

1. Stamp: Type: Impressed, Serial no 425, Amount: Rs.5.000.00/-, Date of Purchase: 18/04/2024, Vendor name: Binay

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/04/2024 4:13PM with Govt. Ref. No: 192024250019397161 on 18-04-2024, Amount Rs: 15,000/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 328971991 on 18-04-2024, 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 61727 to 61792 being No 020302398 for the year 2024.



Digitally signed by SANJIT SARDAR Date: 2024 04 25 11:22:32 +05:30 Reason: Digital Signing of Deed

(Sanjit Sardar) 25/04/2024 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman West Bengal.

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