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Certified that the endorsement sheet's and the Signature Sheet's attached to this document are part of the Document

Additional District Sub-Registrar
BURDWAN

14 NOV 2024

DEVELOPMENT AGREEMENT

DEED OF DEVELOPMENT AGREEMENT FOR DEVELOPMENT AS WELL AS CONSTRUCTION OF MULTISTORIED RESIDENTIAL BUILDING AT MOUZA- RADHANAGAR, J.L.NO.39, UNDER BURDWAN MUNICIPALITY, P.S.- BURDWAN SADAR, AND DISTRICT-PURBA BARDHAMAN.

THIS AGREEMENT FOR DEVELOPMENT made at Purba Bardhaman this 14th Day November, 2024.

Handwritten notes and signatures on the left side of the document, including dates like '11-25' and '28/11/24'.

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नाम N/C Susanta Ghosh

पता Kalibagan West, Purbha Bardhaman

राजस्व 5000/-



वर्तमान ट्रेडिंग और ट्रांसपोर्ट बिल
ट्रांसपोर्ट डेप्युटी सहायक आयुक्त
कोला जंक्शन, आससाल (बर्धमान)
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Additional District Sub-Registrar
BURDWAN

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BETWEEN

1. **TARUN ROY, PAN- AVEPR3533J**, Son of Late Chittaranjan Roy, by Nationality- Indian, by Faith- Hindu, by Occupation- Business, resident of East Natunpalli, P.O.- Burdwan, P.S.- Burdwan Sadar, West Bengal, PIN- 713101.
2. **JIBAN ROY, PAN- AEJPR7582M**, Son of Late Chittaranjan Roy, by Nationality- Indian, by Faith- Hindu, by Occupation- Retired Person, resident of Shree Apartment, Flat No.-102, Jnanendra Avenue, VTC, Uttarpara Kotrung M, P.O.- Uttarpara, P.S.- Uttarpara, District- Hooghly, West Bengal, PIN- 712258.
3. **BALAI ROY, PAN- AITPR5206J**, Son of Late Chittaranjan Roy, by Nationality- Indian, by Faith- Hindu, by Occupation- Business, resident of Purba Natunpalli, P.O.- Burdwan, P.S.- Burdwan Sadar, West Bengal, PIN- 713101.
4. **BISWAJEET ROY, PAN- CCHPR5608A**, Son of Late Madhab Chandra Roy, by Nationality- Indian, by Faith- Hindu, by Occupation- Service, resident of East Natunpalli, P.O.- Burdwan, P.S.- Burdwan Sadar, West Bengal, PIN- 713101.
5. **SANDHARANI ROY@ SANDHA ROY, PAN- CCJPR1401F**, Wife of Late Madhab Roy, by Nationality- Indian, by Faith- Hindu, by Occupation- House Wife, resident of East Natunpalli, P.O.- Burdwan, P.S.- Burdwan Sadar, West Bengal, PIN- 713101, herein after referred to as the **LAND OWNERS** (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 assignees) 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**, 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 are the absolute owners and possessor of ALL THAT the piece and parcel of land situated at Mouza-Radhanagar, J.L. No.- 39,

(i) R.S. Plot Nos. **7357 & 7359** corresponding to L.R. Plot No. **7555**, measuring an area more or less 5 decimal.

(ii) R.S. Plot No. **7359** corresponding to L.R. Plot No. **7551**, measuring an area more or less 5 decimal.

present L.R. Khatian Nos. **7605** (Tarun Roy), **7606** (Jiban Roy), **8817** (Balai Roy), **9922** (Sandharani Roy), **9923** (Biswajeet Roy), Classification as Bastu, total measuring an area more or less **10** decimals, within Ward No. 08, Mahalla- Kalibazar East Lane, Holding No.83, under Burdwan Municipality, P.S.- Bardhaman Sadar, District- Purba Bardhaman, which is more fully described in the schedule herein below.

AND WHEREAS the First schedule property under Mouza - Radhanagar, J.L. No. 39, R.S. Plot Nos. 7357 & 7359 corresponding to L.R. Plot No. 7555, measuring an area more or less 5 decimal, originally belongs to Gauri Sankar Bhattacharya during the enjoyment of the First schedule property Gauri Sankar Bhattacharya transferred his share to Charu Prava

Saha@ Charu Prava Roy W/O Late Chittaranjan Saha@ Chittaranjan Roy, in his absolute right, title, interest and possession over the above mentioned property, and she got the property by way of Registered Deed of Sale being No. 2066 for the year 1975, Book No. I, Volume No. 23 and Pages 204 to 206, which was registered in the office of District Sub Register, Burdwan and she was the then actual owner and possessor of the above mentioned property, her name was recorded in the concerned record of rights and the Govt. tax and other taxes were paid by her and she exercise her 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 subsequently during the enjoyment of the First Schedule property Charu Prava Saha @ Charu Prava Roy W/O Late Chittaranjan Saha @ Chittaranjan Roy, transferred her share R.S. Plot No. 7357 & 7359 corresponding to L.R. Plot No. 7555, measuring an area more or less 5 decimal, in favour of her sons namely Madhab Chandra Roy, Tarun Roy, Jiban Roy, Balai Roy, by register Deed of Gift being No. 020304695 for the year 2015, Book No. I, Volume No. 0203-2015 and Pages 25781 to 25800 dated 12.08.2015 which was Registered at A.D.S.R Burdwan, accordingly Tarun Roy, Jiban Roy, Balai Roy, Madhab Chandra Roy, exclusively own and possessed R.S. Plot Nos. 7357 & 7359 corresponding to L.R. Plot No. 7555, measuring an area more or less 5 decimal, by way of aforesaid registered Deed of Gift. The name of Madhab Chandra Roy, Tarun Roy, Jiban Roy, Balai Roy, which has been duly frame and published under the relevant provision of law and binding upon all the person, and they are the then actual owners and possessor of the above-mentioned property, there name was recorded in the concerned record of rights and the Govt. Tax and other taxes were paid by them and they exercise their respective rights of absolute ownership in respect thereof by owning and possessing

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the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

AND WHEREAS the First Schedule property of R.S. Plot No. 7359 corresponding to L.R. Plot No. 7551 of Mouza Radhanagar, J. L. No. 39, area of land more or less 5 decimal, was originally belonged to Gauri Sankar Bhattacharya, after demise of Gauri Sankar Bhattacharya leaving behind his three sons namely Sudhir Ranjan Bhattacharya, Keshab Ranjan Bhattacharya and Arup Bhattacharya as his only legal heirs and representatives, by way of inheritance or by of Hindu law of inheritance as per Hindu Succession Act,1956 and they jointly become sole owners and possessor of the schedule mentioned property, there after they transferred the "First" Schedule property in favour of Madhab Chandra Roy, Tarun Roy, Jiban Roy i.e. the present OWNERS by virtue of a registered Deed of Sale being No. 2424 for the year 2006, Book No. 1, Volume No.X-98, Pages 62 to 69 which was registered in the office of the Additional District Sub-Registrar Burdwan.

AND WHEREAS during the enjoyment at the above referred properties the said Madhab Chandra Roy died intestate on 16.09.2019 leaving behind his wife Sandha Rani Roy @ Sandha Roy, and one son namely Biswajeet Roy as his heirs and successors. They jointly inherited the said estate of Madhab Chandra Roy since deceased according to Hindu Succession Act,1956.

AND WHEREAS the aforesaid legal heirs at Charu Prabha Roy namely (i) Madhab Chandra Roy (since deceased) his legal heirs (i) Sandharani Roy, (iii) Biswajeet Roy, (iii)Tarun Roy, (iv)Jiban Roy, (v) Balai Roy, they are jointly own & possessed,

- (1) **R.S. Plot Nos. 7357 & 7359 corresponding to L.R. Plot No. 7555, measuring an area more or less 5 decimal,**
- (2) **R.S. Plot No. 7359 corresponding to L.R. Plot No. 7551 measuring an area more or less 5 decimal,**

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i.e. total area of land more or less 10 decimal of the said property at Mouza- Radhanagar, J.L. No. 39, Mahalla- Kalibazar East Lane, P.O.- Burdwan, P.S.- Burdwan Sadar in the District of Purba Bardhaman under Burdwan Municipal Ward No. 08 vide Holding No. 83, PIN- 713101 by way of inheritance according to Hindu Succession Act, 1956 and they enjoy the same adversely to all others till date Tarun Roy, Jiban Roy, Balai Roy, Sandharani Roy, Biswajeet Roy, have been duly recorded in L.R.&R.O.R. being L.R. Khatian Nos. **7605** (Tarun Roy), **7606** (Jiban Roy), **8817** (Balai Roy), **9922** (Sandharani Roy), **9923** (Biswajeet Roy), more fully described in the first schedule there under and hereunder written which has been finally be framed and published under the relevant provision of law and binding upon all the person.

AND WHEREAS the parties at the first part herein are the owners and occupiers, seized and possessed at and/or otherwise well and sufficiently entitled to all that the piece and parcel of Bastu class of land total area of land more or less 10 decimal.

- (1) R.S. Plot Nos. 7357 & 7359 corresponding to L.R. Plot No. 7555, measuring an area more or less 5 decimal,**
- (2) R.S. Plot No. 7359 corresponding to L.R. Plot No. 7551 measuring an area more or less 5 decimal,**

total area of land more or less 10 decimal or more or less 6 Katha of the said property at Mouza- Radhanagar, J.L. No. 39, Mahalla- Kalibazar East Lane, P.O.- Burdwan, P.S.- Bardhaman Sadar in the District of Purba Bardhaman under Burdwan Municipal Ward No. 08 vide Holding No. 83 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 scheduled property within the jurisdiction of the office of the Additional District Sub-Registrar, Purba Bardhaman which is more fully written and hereinafter referred to as "said property".

AND WHEREAS the owners being desirous of developing the said properties into a multi storied residential/commercial 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 owners have the full absolute ownership right of the "First" schedule property and in their peaceful old residential structure measuring about Ground Floor 1210 sq.ft. (more or less) and first floor 475 sq.ft. (more or less) over there possession thereof.
- b) The said properties are free from all encumbrances, charge, liens, lis-pendens, 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 owners have 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 owners are 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 lawfully, through a professional, registered and well-recognized real estate Developer / Promoter.

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

AND WHEREAS due to various reasons, shortage of fund and of experience in the matter the land owners approached the Developer mentioned here in to construct multistoried residential building on the

scheduled mention property up to and maximum height, permissible by the Burdwan Municipality and/or permitted in accordance with law.

AND WHEREAS the Developer has assured the owners 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 owners 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 in writing the terms and conditions agreed upon 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 **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**, 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, will construct a Multi- Storied Residential/Commercial 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.

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

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AND WHEREAS the Land Owners and the Developer after detailed discussion over modus-operandi and all the terms and conditions in regard to construction of a multi-storied residential building/commercial on the said property and the Owners having agreed to hand over the possession of the property mentioned in the FIRST schedule to the Developer Firm for development of the property under the terms and conditions.

AND WHEREAS the Developer has submitted a scheme for construction of multi storied residential building/commercial consisting of several Flats/Units/Car Parking Spaces on the basis of sanctioned building plan Sanctioned by Municipality at the cost and expenses of the Developer, for development of the First schedule property and to construct the proposed Multi-Storied Residential /Commercial Building and with the authority and power to procure intending purchasers of Flats/Units/Car Parking Spaces comprising in the proposed building and would act 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/Car 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/ Units/ Car Parking Spaces and common parts for and on behalf of the Land Owners 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 flats/units/car parking spaces agreed to be acquired by the intending purchaser / purchasers to the said owners who would execute proper sale deed / conveyance deed, cost of which will be borne by the purchasers, in respect of the said undivided impartible and indivisible interest in the land together with flat / unit / car parking spaces.

AND WHEREAS the aforesaid Owners have 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/commercial comprising several flats / units / car parking spaces with the condition that all the costs and expenses for this construction mentioned herein will be borne by the appointed Developer only 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 owners 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 flats/ units/ car parking spaces shall be made over the First Schedule property upon demolishing the existing old residential structure/commercial measuring about Ground Floor 1210 sq.ft. (more or less) and First Floor 475 sq.ft. (more or less) over there possession thereof. after getting approval of demolition of said existing residential property by the developer from the authority concerned and consent to that effect shall be given/accorded by the owners whenever required and owners shall be bound to vacate the possession of the said residential building for successful implementation of newly residential flats upon getting sanction and approval from the competent authority for multistoried residential building/commercial of the Project residential Building Flats/Units/Car Parking Spaces, **and the said project shall be known as "UPASANA"** on terms, that the Developer would make subject to the approval and consent of the owners construct the proposed building at his own cost 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 to in the Schedule hereunder written at the costs and expenses of the developer, But necessary lack of experience and inadequate funds, the Owners are unable to proceed with such a huge

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project, and simultaneously, the Developer will hand-over to the Owners their own allocation.

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

OWNERS:

shall mean

1. **TARUN ROY, PAN- AVEPR3533J**, Son of Late Chittaranjan Roy, by Nationality- Indian, by Faith- Hindu, by Occupation- Business, resident of East Natunpalli, P.O.- Burdwan, P.S.- Burdwan Sadar, West Bengal, PIN- 713101.
2. **JIBAN ROY, PAN- AEJPR7582M**, Son of Late Chittaranjan Roy, by Nationality- Indian, by Faith- Hindu, by Occupation- Retired Person, resident of Shree Apartment, Flat No.-102, Jnanendra Avenue, VTC, Uttarpara Kotrung M, P.O.- Uttarpara, P.S.- Uttarpara, District- Hooghly, West Bengal, PIN- 712258.
3. **BALAI ROY, PAN- AITPR5206J**, Son of Late Chittaranjan Roy, by Nationality- Indian, by Faith- Hindu, by Occupation- Business, resident of Purba Natunpalli, P.O.- Burdwan, P.S.- Burdwan Sadar, West Bengal, PIN- 713101.
4. **BISWAJEET ROY, PAN- CCHPR5608A**, Son of Late Madhab Chandra Roy, by Nationality- Indian, by Faith- Hindu, by Occupation- Service, resident of East Natunpalli, P.O.- Burdwan, P.S.- Burdwan Sadar, West Bengal, PIN- 713101.
5. **SANDHARANI ROY@ SANDHA ROY, PAN- CCJPR1401F**, Wife of Late Madhab Roy, by Nationality- Indian, by Faith- Hindu, by Occupation- House Wife, resident of East Natunpalli, P.O.- Burdwan, P.S.- Burdwan Sadar, West Bengal, PIN- 713101.

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**, 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,

THE PROPERTY:

ALL THAT the piece and parcel of homestead land measuring about more or less 10 decimal old residential structure measuring about Ground Floor 1210 sq.ft. (more or less) and First Floor 475 sq.ft. (more or less) over there possession thereof.

(1) R.S. Plot Nos. 7357 & 7359 corresponding to L.R. Plot No. 7555, measuring an area more or less 5 decimal.

(2) R.S. Plot No. 7359 corresponding to L.R. Plot No. 7551 measuring an area more or less 5 decimal i.e. total area of land 10 decimal of the said property at Mouza- Radhanagar, J.L. No. 39, Mahalla- Kalibazar East Lane, P.O.- Burdwan, P.S.- Bardhaman Sadar in the District of Purba Bardhaman under Burdwan Municipality Ward No. 08 vide Holding No. 83, PIN- 713101.

BUILDING:

shall mean and include the multi-storied residential building/commercial 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 /commercial 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 in consultation with the land owners.

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 of the new multi-storied building/commercial.

COMMON FACILITIES & AMENITIES:

shall mean and include corridor, stairs, ways, paths, passages, water tank and other spaces and lift 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 Owners 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/commercial 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/commercial 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.

OWNERS ALLOCATION:

shall mean the absolute right of the OWNERS in regard to their respective share of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNERS will be 45% of the F.A.R. area at the total constructed portion of the proposed multi-storied building/commercial as per sanction building plan sanctioned by the Burdwan Municipality and the undivided 45% Car Parking Space area on the Ground Floor of the proposed multi-storied Residential /commercial 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/commercial and shall include proportionate percentage of undivided share and also common parts and

facilities of each such flat/unit/car parking space as of owners allotted portion of construction with sufficient modern fittings & fixtures. The flats and car parking spaces shall 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.

DEVELOPERS ALLOCATION:

Shall mean the absolute right of the DEVELOPER in regard to 55% of the F.A.R. area at the total constructed portion of the proposed multi storied residential building/commercial as per sanction building plan sanctioned by the Burdwan Municipality and the undivided 55% Car Parking Spaces area on the Ground Floor of the proposed multi-storied building/commercial over the First Schedule property in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Building/commercial comprised with Residential Flats and Car Parking Spaces as per their respective share over the entire **FIRST SCHEDULE** mentioned property including Flats/Units/Car Parking Space in all the floors except the OWNER'S ALLOCATION portion, the DEVELOPER will have exclusive right to enjoy 55% allocation as per its entitlement and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its as defined hereinabove. Roof area which shall be the roof/roves directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the OWNERS and DEVELOPER jointly, if the DEVELOPER obtains any further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan and the OWNERS will get and obtain 45% allocation and the DEVELOPER also get and obtain 55% allocation from that particular floor or/and new construction portion. This agreement and which will be treated as a part

and parcel of this agreement.

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 sanctioned by Burdwan Municipality and shall include the plinth area of flat/unit/car 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/car 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 each flats/units/car 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/commercial to purchase thereof.

TRANSFeree:

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

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 building and if due to any natural calamity or for any act of God and any pandemic health issues there occurs any delay in the interim period the time limits for completion of the project may be extended by the cross ponding time period but not more than 06 months from the date of withdrawal of prohibitory orders by the competent authority.

CO-OWNER:

the units/ flats/car parking spaces owners mean and include any person who acquires, holds and/or owns any units/flats/car parking spaces in the building and that shall include the Developer for the units/flats/car parking spaces held by them from time to time.

FLATS / UNITS:

the flats / units/car parking spaces 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 the respective flats/units/car parking spaces owners 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/car parking spaces owners for the management and maintenance/upkeep at the said building and the said premises for common purposes after completion of the project.

COMMON PORTIONS:

common portions shall mean all the common areas and installations that are comprised 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 development work under taken and to be done by the developer in pursuance of this agreement till the development of the First Schedule property and the possession of the completed flats/units/car parking spaces/commercial is taken over by the flats/units/car parking spaces owners, of the project namely "UPASANA".

PROPORTIONATE SHARE:

with all its cognate variations shall mean such ratio, in which the covered area of any flats/units/car parking spaces be in relation to the covered area of all the flats/units/car parking spaces in the said building will be determined and applicable distribution shall take place amongst the flats/units/car parking spaces owners.

CARPET AREA:

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

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 flats/units/car parking spaces as the area of the flats/units/car parking spaces computed by adding an agreed fixed percentage of 25% to be built-up and/or the covered area of the flats/units/car parking spaces 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 purposes and common obligations as felt logical and as decided by the Building Management Committee.

ADVOCATE:

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

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 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 with consent from the owners, to the intending purchaser/s and the owners 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 off the Developer's allocation in the newly constructed residential building to the intending purchasers.

COMMENCEMENT

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

The owners have represented to the Developer as follows:

1. The owners are the sole, absolute owner of the said property at Mouza- Radhanagar, J.L. No. 39, Mahalla- Kalibazar East Lane, P.O.- Burdwan, P.S.- Bardhaman Sadar in the District of Purba Bardhaman under Burdwan Municipality, Ward No. 08, vide Holding No. 83, PIN -

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713101 more fully and particularly mentioned and described in the "First Schedule" hereunder written and herein after referred to.

2. That there is no arrear of taxes and/or other levies at impositions of the said property due and payable to any statutory authority.
3. The owners shall supply all original documents in respect of the said property to the Developer, after completion of the said project (**namely UPASANA**) Developer will be handed over all the original document to the land owners.
4. The owners shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the multi-storied buildings/commercial and pay all arrears of taxes and/or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
5. The owners shall vacate the said property/premises after getting sanctioned plan from the competent authority and hand over the entire property to the Developer.
6. The owners shall answer and comply with all requisition that may be made by the developer or by his Advocate for establishing the title of the owners in respect of the premises.
7. The owners 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.
8. There are no suits and/or proceedings and/or litigations pending in respect of the premises or any part thereof.
9. No person other than the owners have any right, title or any interest of any nature whatsoever, in the aforesaid premises or any part thereof.

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10. The right, title and interest of the owner of the above-mentioned premises is free from all encumbrances whatsoever and the Owner have a good and marketable title thereto.
11. There are no Thika Tenants on the premises and the owners have not received any notice regarding any such claim or proceeding.
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 owners 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 Owners 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 Owners.
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 owners have not in any way dealt with the premises whereby the right, title and interest of the owners as to the ownership, use, development and enjoyment thereof, is or may be affected in any manner whatsoever.

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17. There are no Debottor or Pirottor Property Wakfs, Tombs, 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 owners 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 owners shall not indulge 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 owners shall provide all co-operation that may be necessary for successful completion of the project.
20. The owners are fully and sufficiently entitled into this agreement. The representations of the Owners mentioned hereinabove are hereafter collectively called the "SAID REPRESENTATIONS" and the Owners 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.
21. 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.

THE DEVELOPER ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS: -

- 1) 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) 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 owners from all casts consequences and damage arising thereof.

- 3) The land owners shall not be liable for any act deeds and things on the part of the Developer regarding construction & development of the property.
- 4) All costs, charges and expenses for preparation of the Map or Plan to be sanctioned by the competent authority in the name of owners and construction of the multi - storied building/commercial and/or development of the premises, save as otherwise mentioned herein, shall be borne and paid by the developer, exclusively.
- 5) 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 to obtain temporary connection of utilities for the project and the owners shall sign and execute all papers and documents thereafter.
- 6) 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.
- 7) The owners shall be entitled to periodically supervise the progress of construction of the said Multi-Storied Building/Commercial over the property.
- 8) 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 owners 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.

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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.

- 9) The Developer acting on behalf of the owners 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.
- 10) 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/Commercial over the schedule property mentioned hereunder and if in any case any consent in writing or signature of the owners is required for the said purpose the owners shall sign the same and also shall co-operate in all matters in respect of getting supplementary sanction of Building Plan.
- 11) That the Developer shall not in any event put to mortgage and/or take lone from bank or any other financial institution by depositing the title deed of the schedule mention property of the present land owners.

CONSIDERATION / COMPLETION

In consideration of the owners having agreed to permit the Developer to exploit the said property for multi-storied residential building/commercial 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 owners 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 submit and obtain plan for sanction to the competent authority 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 45% allocation in the proposed multi-storied building/commercial.

OCCUPANT

All the areas are to be vacated by the owners 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

- 1) The owners 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

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

- 2) After getting/obtaining valid sanctioned building plan from the competent authority, the owners shall put the Developer in the exclusive possession to the said property as agreed upon.
- 3) That, for the Developer's Allocation Portion only, the Developer shall be entitled to collect and realize consideration money for and on behalf of the owners 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 owners 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/Commercial shall be used for residential purposes as be decided by the owners and the Developer.

DEVELOPER'S OBLIGATION

3. The Developer shall not make any deviation from the sanction plan of the construction of the said building/commercial 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.
5. 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.
6. 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 from the date of sanction of plan sanctioned by 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.

OWNERS OBLIGATION

1. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance during the construction of the building/commercial on the said property by the Developer.
2. The Owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the law-abiding 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 Owners hereby agree 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 Owners 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.
5. The Owners hereby further agree 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 and within promised time.
6. That during continuance of this agreement the Owners undertake to provide all sorts of help and need in favour of the Developer for smooth construction of flats and Owners under the obligations shall sign on the requisite papers and / or document according to the Developer requirement for completion of the project.
7. The Owners 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 Owners shall also execute Power of Attorney to empower the Developer to form negotiate for sale of the proposed flats / units / car parking spaces and other units at the best price available which are allotted in favour of the Developer and to enter into an agreement for

sale with the intending purchasers in the prescribed form and to execute the Sale Deed except the 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 of prospective purchasers and admit execution thereof on behalf of the Owners and to do all things, acts and deeds necessary to complete the registration of such documents before registering authority.

9. The Owners 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 executed and to pay their fees.
10. **No obstruction in dealing with Developer's Function:**
The Owners covenant 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 owners covenant not to cause any interference or hindrance in the construction of the new building.
12. **No dealing with said property:**
The Owners covenant not to let out grant lease, mortgage and / or change the said property or any portion thereof in the manner envisaged by this agreement.
13. That if and when the competent authority permits to extend any further floor over the existing multi-storied building/commercial, the

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ratio of the allocation the Owners and the developer will be same as on this day and the Owners will only be entitled to get their share either by flat area of the extended portion over the existing building or by the then market value for their allocation by executing a separate supplementary agreement.

14. The Owners 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 Owners will bear all costs of the suit / case.

INDEMNITY

1. The Owners hereby undertake that the Developer shall be entitled to enjoy his 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 Owners will get undivided 45% of the F.A.R. area, of the total constructed portion of the proposed multi-storied building /commercial constructed as per the sanctioned building plan issued by competent authority and the undivided 45% car parking area, on the Ground Floor of the proposed multi-storied building/commercial over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts and facilities with sufficient modern fittings & fixtures and the Developer will get undivided 55% of the F.A.R. area of the total constructed portion of the proposed multi-storied building/commercial as per sanctioned building plan issued by competent authority and the undivided 55% car parking area on the Ground Floor of the proposed multi-storied building/commercial over the schedule mentioned property TOGETHER WITH undivided proportionate share in land and common parts of facilities with sufficient modern fittings & fixtures. The units/flats/car parking spaces 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/commercial, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will be entitled to get their 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. All the cost and expenses of construction of the extended portion/additional floors will be borne by the Developer only and the owners will not have to spend any money.

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 Owners or their nominee or nominees.
4. 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 Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners 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 Owners hereby indemnify and agree 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 Owners being incorrect.

DELIVERY OF POSSESSION

- 1) 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 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/other than any type of health issues 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/commercial purpose. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 6(Six) months from the date of withdrawal of such restrictive order for delivery of the said owner's allocation or as the case may be.
- 2) 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 owners 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 owners 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 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

- 1) The parties hereto shall not be considered 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 events/cases of Force Majeure, if any.
- 2) 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

- 1) That for the purpose of the Development 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 for construction erection and completion of the new building/commercial 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.
- 2) 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.

MAINTENANCE

1. 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 Owners' Allocation is handed over after completing the building in all respect.
2. The Owners and the Developer from the date of delivery of possession of the Owners' 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 Owners' Allocation is delivered, the Developer Firm will form an Association with the Owners and Occupants of the various flats and form such Rules and Regulations as per the guidelines of "Apartment Ownership Act" as the Developer, the owners and the other flat-owners 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 owners, making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof.
5. From the date of handing over the possession of the owner's allocation the owners shall pay the Developer the proportionate service charges for the common facilities in the said building.

BREACH AND CONSEQUENCE

- 1) In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be

entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the other hand, if the Owners fail to remove the encumbrances regarding the schedule property, the Owners will solely be responsible & liable for all financial loss & injury of the Developer.

- 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 6(Six) 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 order of any Court on any matter relating to construction of the Building/commercial, the Owners 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 engage any other agency for completion of the project. The Developer shall also be liable to compensate the Owners any loss that may result to the Owners on account of such abandonment of the project work by the Developer.
- 4) It is clarified that in case the owners fail meet any obligation/responsibility, the developer will have the option to terminate this Agreement and receive 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 owners 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 the "First" Schedule mentioned plot of land upon obtaining proper receipts.

SPACE ALLOCATION

- 1) That the Owners will get undivided 45% of the F.A.R. Area of the total constructed portion of the proposed ~~multi-storied~~ residential building/commercial as per sanctioned building plan issued by competent authority and the undivided 45% Car Parking Spaces Area on the Ground Floor of the proposed ~~multi-storied~~ residential building/commercial 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 undivided 55% of the F.A.R. Area of the total constructed portion of the proposed ~~multi-storied~~ residential building/commercial as per sanctioned building plan issued by competent authority and the undivided 55% Car Parking spaces Area on the Ground Floor of the proposed multi-storied residential building/commercial over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures. The allocation will be specifically determined as per choice of the Owners either by Units, Flats & Car Parking Spaces by executing separate supplementary agreement.
- 2) The Owners and the Developer shall be entitled to deal with sale, transfer, grant lease and/or in any way dispose of their respective allotments and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.
- 3) That if and when the local authority permits to extend any further floor over the existing Multi-Storied Building/Commercial, the ratio of the allocation of the owner and the Developer will be same as on this day and the owner will be entitled to get their share by F.A.R. of the



extended portion over the existing building or by them Market Value for their allocation by executing a separate supplementary Agreement with the same condition as written herein.

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 OWNERS 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.O.-Burdwan, P.S.- Bardhaman 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 land)

ALL THAT piece and parcel of a Bastu class of land, **total measuring an area more or less 10 decimal TOGETHER WITH** a Two Storied Building standing thereon, measuring in aggregate an area old residential structure measuring about Ground Floor 1210 sq.ft. (more or less) and First Floor 475 sq.ft. (more or less) over there possession thereof.

with Cemented Flooring and 49 years old, respectively, L.R. Khatian Nos. **7605** (Tarun Roy), **7606** (Jiban Roy), **8817** (Balai

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Roy), 9922 (Sandharani Roy), 9923 (Biswajeet Roy),

(1) R.S. Plot Nos. 7357 & 7359 corresponding to L.R. Plot No. 7555, measuring an area more or less 5 decimal.

(2) R.S. Plot No. 7359 corresponding to L.R. Plot No. 7551 measuring an area more or less 5 decimal.

and the said Plot of Land now Danga to Bastu vied Conversion Case No. 429/14 Dated 06.01.15 and Case No. 430/14 Dated 06.01.15 and Case No. 431/14 Dated 06.01.15.

Mouza- Radhanagar, JL. No. 39, Holding No. 83, Mohalla- Kalibazar East Lane, within the Jurisdiction of Burdwan Municipality, Ward No. 8, P.O.- Burdwan, P.S.- Bardhaman Sadar, District- Purba Bardhaman, PIN-713101, West Bengal, total area of land more or less 10 decimal, of the said property at in the District of Purba Bardhaman under Burdwan Municipality, Ward No. 8 vide Holding No. 83, PIN - 713101.

The property butted and bounded as follows:

On the North : Municipal Road 23'ft. ✓
On the South : Doba
On the East : R.S. Plot No.7359 ✓
On the West : Sonartari Abasan

**"SECOND" SCHEDULE ABOVE REFERRED TO
(Common Areas, Facilities and Amenities)**

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

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- 6) Drains, Sewers and Pipes from the building to the Municipal ducts.
- 7) Water pump with motor and water distribution pipes.
- 8) Electrical wiring, fittings and other accessories for lighting for the staircase and other common area.
- 9) 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 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.
Frames	: All the frames will be of Shal Wood except toilet block / bathroom.

- Door** : 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.
- Windows** : All windows are three ways/two-way Aluminum channel with G-locking system.
- Painting** : 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.
- 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 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, A.C. connection will be provided in each Bed Room.

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.

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 demi 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. Buddhadeb Kewon
S/O Late. Mathew Nath Kewon
Kali bazar
Burdwan - 713101

1. Jorun Roy

2. Jiban Roy

3. Balai Roy

2. Sandip Dutta
S/O - Susil Dutta
Daryanilpur Bazar
Burdwan - 713101

4. Binwajet Roy

5. Sandharani Roy

@ Sandha Roy
SIGNATURE OF THE OWNERS

M/S. SUSANTA GHOSH

Susanta Ghosh

Proprietor

SIGNATURE OF THE DEVELOPER

Drafted & Computerized

Typed by -

Sanchita Mondal Choudhury

(Sanchita Mondal Choudhury)

Advocate

Enrollment No.-WB/1205/2012

Burdwan Dist. Judges' Court,

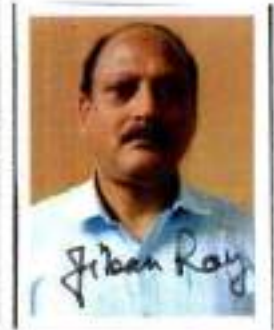
Purba Bardhaman.

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













Signature: Jarun Roy. ✓

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









Signature: Jiban Roy. ✓

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













Signature: Balai Roy. ✓

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



Signature: Binujet Roy

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



Signature: Sandha Pami Roy @ Sandha Roy

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



Signature: Susanta Ghosh

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



Signature: Buddhadob Kewon

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



Signature:

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






Signature:



**Additional District Sub-Registrar
BURDWAN**

14 NOV 2024


 भारत के निर्वाचन आयोग
 भारत सरकार
ELECTION COMMISSION OF INDIA
IDENTITY CARD
FKH1681360

निर्वाचक नाम : तारुण राय
Elector's Name : Tarun Roy

पिता का नाम : चित्तारंजन राय
Father's Name : Chittaranjan Roy

लिंग / Sex : पुरु / M
 जन्म तिथि / Date of Birth : 01/04/1957

FKH1681360
 स्थिति:
 पूर्व नुतानपल्ली, 8 बार्दियामन सादर बर्धमान 713101

Address:
 Purba Nutanpally, 8 Bardhaman Sadar
 Burdwan 713101

तिथि: 26/07/2007
 271-बर्धमान दक्षिण निर्वाचन क्षेत्र के प्रमुख निर्वाचन अधिकारी का हस्ताक्षर
Facsimile Signature of the Electoral Registration Officer for 271-Burdwan South Constituency

निर्वाचन आयोग को नए पते पर निर्वाचन क्षेत्र के नाम देना है। यदि नए पते पर निर्वाचन क्षेत्र के नाम देना है तो निर्वाचन क्षेत्र के नाम देना है।
 In case of change in address mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.

Tarun Roy.

आयकर विभाग
INCOME TAX DEPARTMENT
TARUN ROY
CHITTARANJAN ROY
01/04/1957
Permanent Account Number
AVEPR3533J
Tarun Roy
Signature

भारत सरकार
GOVT OF INDIA





इस कार्ड के साथ - सम्बन्धित करदाता सूचना का 7 तालिका
अनुसूची में सेवा प्रदाता, एम्प्लॉयर के एल
3.00 मिलियन से अधिक पर 2017-18
संबन्धित आय का गणना करने के लिए
गुण - 211 210

If this card is used / connect / not card is found
Please Inform / return to
Income Tax PAN Service Unit, NSD
9th floor, Maxis Sterling
Plot No. 141, Survey No. 927A,
Model Colony, Near Deep Bungalow Chowk,
Patna - 800 015

Tel: 91-91-2721 8188; Fax: 91-91-2721 8081
e-mail: info@nsd.gov.in

Tarun Roy

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AEJPR7582M



नाम / NAME
JIBAN ROY

पिता का नाम / FATHER'S NAME
CHITTARANJAN ROY

जन्म तिथि / DATE OF BIRTH
03-02-1981

हस्ताक्षर / SIGNATURE
Jiban Roy

Jiban Roy
असल मूद्रा, १४.१११
COMMISSIONER OF INCOME-TAX, W.B. - III

Jiban Roy

भारतीय निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
निर्वाचन प्रमाणिका नं. ३३ ELECTORAL PHOTO IDENTIFICATION CARD

FKH0897427



नाम : बलरॉय राज
Name : BALAJI ROY

पिता का नाम : चित्तारंजन राय
Father's Name : Chittaranjan Ray

Balaji Roy

Sex/Gender: M / Male
जन्म तिथि / BIRTH: 08-01-1997
Date of Birth/ Age:
पता : बिड़लागढ़ बसोम बस (सा.पु.) पूर्व बसोम 713101
Address : BIJULA GAHAR, BUDHAMA BUDHMAN (SADAR), PURBA BARDHAMAN, 713101

सद्व. क्र. : 17-01-2021 निर्वाचन प्रमाणिका अधिकारी
Electoral Application Officer

निर्वाचन निर्वाचनक्षेत्र नं. व नाम : 205-बसोम बसोम (सा.पु.)
Assembly Constituency No. and Name : 205-Budhama BUDHMAN (GENERAL)
पक्ष नं. व नाम : 165-बसोम बिड़लागढ़ बसोम बसोम
पिनकोड - 713101
Part No. and Name : 180-Bardhaman BUDHMAN
Prabhatik Baha Baha

COMMISSION OF INDIA

गुंन सूची / Note

1. यह निर्वाचन प्रमाणिका का प्रयोग केवल निर्वाचन क्षेत्र में निर्वाचन के लिए ही किया जा सकता है। निर्वाचन क्षेत्र में निर्वाचन के लिए निर्वाचन प्रमाणिका का प्रयोग करने वाले व्यक्ति को निर्वाचन प्रमाणिका का प्रयोग करना होगा।
2. यह निर्वाचन प्रमाणिका का प्रयोग केवल निर्वाचन क्षेत्र में निर्वाचन के लिए ही किया जा सकता है। निर्वाचन क्षेत्र में निर्वाचन के लिए निर्वाचन प्रमाणिका का प्रयोग करने वाले व्यक्ति को निर्वाचन प्रमाणिका का प्रयोग करना होगा।

Date of birth mentioned in this card shall not be treated as a proof of age / D. O. B. for any purpose other than registration in electoral.

COMMISSION OF INDIA

आयकर विभाग
INCOME TAX DEPARTMENT

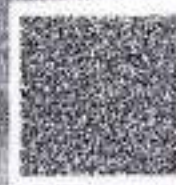


भारत सरकार
GOVT. OF INDIA



आयकर विभाग - पंजीयन कार्ड
Payment Account Number Card

AITPR5206J



नाम / Name
BALAJI ROY

आयकर विभाग / Father's Name
CHITTARANJAN ROY

आयकर विभाग / PAN Number
0501196J

10976



In case this card is lost / found, kindly inform / return to
Taxpayer Tax PAN Services Unit, UHTTSL,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.
Helpline Number : 022-40302201
इस कार्ड को खोने / पाए जाने पर कृपया सूचित करें / लौटाने
आयकर विभाग, UHTTSL,
प्लॉट नं. 3, सेक्टर 11, एन.डी. बेलपुर,
नावो मुंबई - 400 614
हॉटलाइन नंबर : 022 40302201

For Income Tax Related Queries
1-441 1017600001@comptax.gov.in 1017600011@comptax.gov.in

Balaji Roy



Binwajee Ray

आयकर विभाग
INCOME TAX DEPARTMENT
BISWAJEET ROY
MACHAB CHANDRA ROY
15/09/1990
Permanent Account Number
CCHPR5608A
Signature

भारत सरकार
GOVT. OF INDIA



विशेष रूप से ध्यान देने योग्य है कि
यह कार्ड केवल पहचान के लिए है
यह कार्ड का उपयोग करके
कोई भी सेवा प्राप्त नहीं की जा सकती
यह कार्ड का उपयोग करके
कोई भी सेवा प्राप्त नहीं की जा सकती
यह कार्ड का उपयोग करके
कोई भी सेवा प्राप्त नहीं की जा सकती
यह कार्ड का उपयोग करके
कोई भी सेवा प्राप्त नहीं की जा सकती
यह कार्ड का उपयोग करके
कोई भी सेवा प्राप्त नहीं की जा सकती
यह कार्ड का उपयोग करके
कोई भी सेवा प्राप्त नहीं की जा सकती

Biswajeet Roy

Respondent : **DR. SANDHARANI ROY**
 Date of Birth: **1954**
 Date of Birth (Age): **67**
 Sex: **FEMALE**
 Address: **8057 MADHUBATI, BANGALORE, KARNATAKA, INDIA**
(KARNATAKA, PUNEK, BANGALORE, 560001)

Issue Date: **21-01-2020** Office: **DR. SANDHARANI ROY**
Deputy Registrar

Family Reference No. (FRN): **200-00000000**
 (None)
 Assembly Constituency No. and Name: **292 Bangalore**
District (CONSTITUENCY)
 VOTER ID No.: **125-00000000000000000000**
 Remarks: **None**
 Post No. and Name: **145 Bangalore Bangalore**
Postcode (Pin Code)

COMMISSION OF INDIA

Notes / Notes
 1. **DR. SANDHARANI ROY** is the respondent in the case of **DR. SANDHARANI ROY** vs **DR. SANDHARANI ROY** filed in the court of **DR. SANDHARANI ROY** on **21-01-2020**.
 2. **DR. SANDHARANI ROY** is the respondent in the case of **DR. SANDHARANI ROY** vs **DR. SANDHARANI ROY** filed in the court of **DR. SANDHARANI ROY** on **21-01-2020**.
 Date of birth mentioned in the card shall not be treated as proof of age if D. O. B. of any person other than registered in electoral roll.

CM EPIC No. - **YR034071872020**

DR. SANDHARANI ROY
COMMISSION OF INDIA
DR. SANDHARANI ROY vs DR. SANDHARANI ROY

UMK223870



DR. SANDHARANI ROY
Name: Sandharani Roy
DR. SANDHARANI ROY
Husband's Name: Madhan Chandra Roy

Sandharani Roy
 @ Sandha Roy

आयकर विभाग
INCOME TAX DEPARTMENT
SANDHA ROY
INDU BHISAN SANA
18/12/1958
Permanent Account Number
CCJPR1401F
Sandha Roy
Signature

भारत सरकार
GOVT OF INDIA



आयकर विभाग
INCOME TAX DEPARTMENT
SANDHA ROY
INDU BHISAN SANA
18/12/1958
Permanent Account Number
CCJPR1401F
Sandha Roy
Signature

Sandharani Roy
@ Sandha Roy

FKH2184988

बिहार
 भारतीय निर्वाचन आयोग
 713101

Address:
 Kallhazar Paschim Bardhaman 6
 Bardhaman Sadar Burdwan 713101

Susanta

Date: 07/08/2007
 (71-बर्धमान पूर्व निर्वाचन क्षेत्र के लिए)
 बिहार निर्वाचन आयोग के लिए
 Facsimile Signature of the Electoral
 Registration Officer for
 071-Burdwan South Constituency

बिहार निर्वाचन आयोग के लिए
 (71-बर्धमान पूर्व निर्वाचन क्षेत्र के लिए)
 बिहार निर्वाचन आयोग के लिए
 In case of change in address mention this Card No.
 in the relevant form by including your name in the
 list at the changed address and to obtain the card
 with same number.

भारतीय निर्वाचन आयोग
 भारत सरकार
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 FKH2184988





निर्वाचक नाम : सुसंता घोष
 Elector's Name : Susanta Ghosh

पिता का नाम : रामपाल घोष
 Father's Name : Rampada Ghosh

लिंग / लिंग : पुरु / M
 जन्म तिथि : XX/XX/1980
 Date of Birth

Susanta Ghosh

For more information, visit the Income Tax Department website at www.incometax.gov.in
Income Tax PAN services (1565) / 1561
PUSA, New Delhi - 110011
New Delhi - 110011

भारत सरकार
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

GUDANTA GHOSH
RAM PADA GHOSH
1211257E
AGMPG3013B



Susanti Ghosh

 ভারতের নির্বাচন কমিশন পরিচয় পত্র ELECTION COMMISSION OF INDIA IDENTITY CARD FKH2182970		FKH2182970 ঠিকানা: কালীবাড়ার পূর্ব 9 বর্ধমান সদর বর্ধমান 713101
 		Address: Kallibazar Purba 9 Bardhaman Sadar Burdwan 713101 
নির্বাচকের নাম : বুদ্ধদেব কেওড়া Elector's Name : Buddhadeb Kowra		Date: 07/08/2007 271-বর্ধমান দক্ষিণ নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন অধিদপ্তরের স্বাক্ষরের অনুকৃতি Facsimile Signature of the Electoral Registration Officer for 271-Burdwan South Constituency
পিতার নাম : মথুরানাথ কেওড়া Father's Name : Mithuranath Kowra		ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম তোলার ও একই নম্বরের নতুন সঠিক পরিচয়পত্র পাওয়ার জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করণ। In case of change in address mention this Card No. in the relevant Form for including your name in the list at the changed address and to obtain the card with same number.
লিঙ্গ / Sex : পুরু / M Sex / M জন্ম তারিখ : XX / XX / 1981 Date of Birth : XX / XX / 1981		

Buddhadeb Kowra



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



192024250275334828

[Handwritten Signature]

GRN Details

GRN: 192024250275334828 Payment Mode: SBI Epay
GRN Date: 14/11/2024 09:08:43 Bank/Gateway: SBIEpay Payment Gateway
BRN : 3482431395247 BRN Date: 14/11/2024 09:08:58
Gateway Ref ID: IGASBVUEM8 Method: State Bank of India NB
GRIPS Payment ID: 141120242027533481 Payment Init. Date: 14/11/2024 09:08:43
Payment Status: Successful Payment Ref. No: 2002814218/5/2024
[Query No*/Query Year]

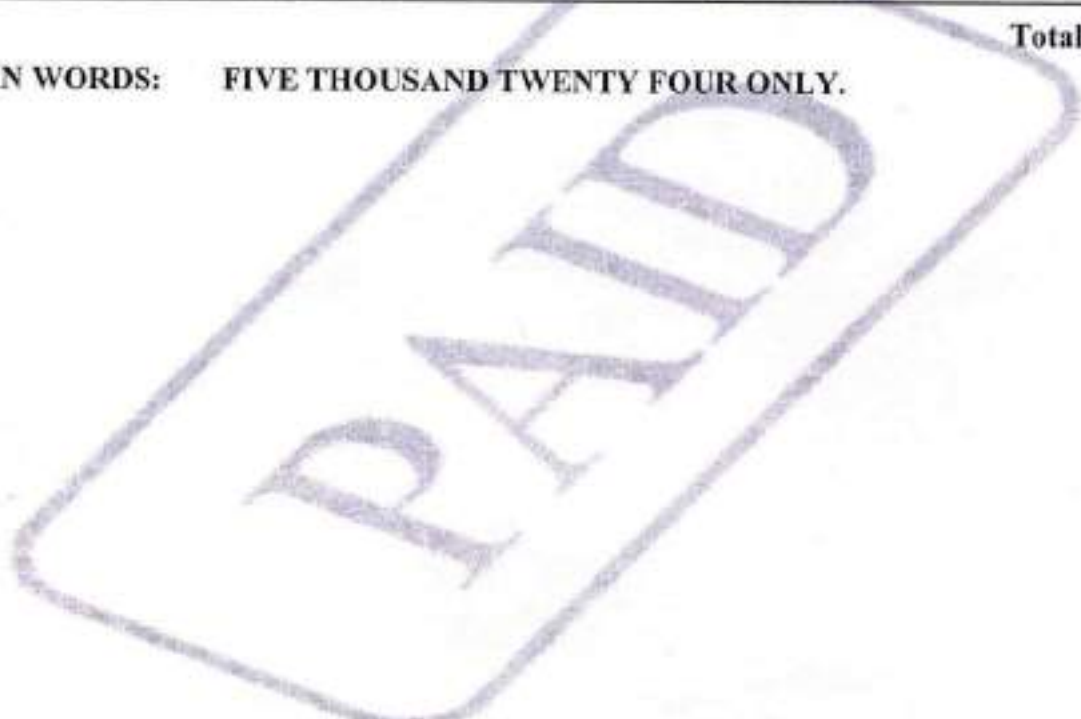
Depositor Details

Depositor's Name: Mr Susanta Ghosh
Address: Burdwan
Mobile: 7001568154
Period From (dd/mm/yyyy): 14/11/2024
Period To (dd/mm/yyyy): 14/11/2024
Payment Ref ID: 2002814218/5/2024
Dept Ref ID/DRN: 2002814218/5/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002814218/5/2024	Property Registration- Stamp duty	0030-02-103-003-02	5010
2	2002814218/5/2024	Property Registration- Registration Fees	0030-03-104-001-16	14
			Total	5024

IN WORDS: FIVE THOUSAND TWENTY FOUR ONLY.



Major Information of the Deed

Deed No :	I-0203-07383/2024	Date of Registration	14/11/2024
Query No / Year	0203-2002814218/2024	Office where deed is registered	
Query Date	06/11/2024 12:06:47 PM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	SANCHITA CHOUDHURY BURDWAN COURT, Thana : Bardhaman , District : Purba Bardhaman, WEST BENGAL, Mobile No. : 9477235297, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 5/-	Rs. 83,23,067/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Kalibazar Road, Mouza: Radhanagar, , Ward No: 8 JI No: 39, Pin Code : 713101




Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-7551 (RS :-)	LR-7605	Bastu	Bastu	0.017 Acre		12,05,455/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L2	LR-7551 (RS :-)	LR-7606	Bastu	Danga	0.017 Acre		12,05,455/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L3	LR-7551 (RS :-)	LR-9922	Bastu	Danga	0.008 Acre	1/-	5,67,273/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L4	LR-7551 (RS :-)	LR-9923	Bastu	Danga	0.008 Acre		5,67,273/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L5	LR-7555 (RS :-)	LR-7605	Bastu	Bastu	0.013 Acre	1/-	9,21,818/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L6	LR-7555 (RS :-)	LR-7606	Bastu	Bastu	0.012 Acre		8,50,909/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L7	LR-7555 (RS :-)	LR-8817	Bastu	Bastu	0.012 Acre	1/-	8,50,909/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,









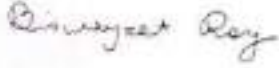
L8	LR-7555 (RS :-)	LR-9922	Bastu	Bastu	0.006 Acre	1/-	4,25,455/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L9	LR-7555 (RS :-)	LR-9923	Bastu	Bastu	0.007 Acre	1/-	4,96,364/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
		TOTAL :			10Dec	5 /-	70,90,911 /-	
		Grand Total :			10Dec	5 /-	70,90,911 /-	



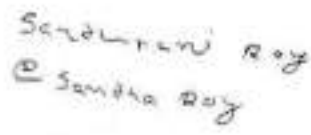
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	1685 Sq Ft.	0/-	12,32,156/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1210 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 475 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		1685 sq ft	0 /-	12,32,156 /-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr TARUN ROY (Presentant) Son of Late CHITTARANJAN ROY Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office	 <small>14/11/2024</small>	 <small>L1 14/11/2024</small>	 <small>14/11/2024</small>
EAST NATUNPALLY, 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 Date of Birth: XX-XX-1XX7 , PAN No.: AVxxxxxx3J, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office				










2	Name	Photo	Finger Print	Signature
	Mr JIBAN ROY Son of Late CHITTARANJAN ROY Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office		 Captured	
	14/11/2024	14/11/2024	LT 14/11/2024	14/11/2024
SHREE APATMENT JNANENDRA AVENUE, Flat No: 102, City:- , P.O:- UTTARPARA, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712258 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.: AExxxxxx2M,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	Mr BALAI ROY Son of Late CHITTARANJAN ROY Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office		 Captured	
	14/11/2024	14/11/2024	LT 14/11/2024	14/11/2024
EAST NATUNPALLY, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.: AIxxxxxx6J,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office				
4	Name	Photo	Finger Print	Signature
	Mr BISWAJEET ROY Son of Late MADHAB CHANDRA ROY Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office		 Captured	
	14/11/2024	14/11/2024	LT 14/11/2024	14/11/2024
EAST NATUNPALLY, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.: CCxxxxxx8A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office				

5	Name	Photo	Finger Print	Signature
	Mrs SANDHA ROY, (Alias: Mrs SANDHA RANI ROY) Wife of Late MADHAB CHANDRA ROY Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office		 Captured	
		14/11/2024	LT 14/11/2024	14/11/2024
EAST NATUNPALLY, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.:: CCxxxxxx1F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MS SUSANTA GHOSH KALI BAZAR, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Date of Incorporation:XX-XX-1XX8 , PAN No.:: AGxxxxxx3B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SUSANTA GHOSH Son of Mr RAMPADA GHOSH Date of Execution - 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 , Place of Admission of Execution: Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td></td> <td>Nov 14 2024 11:55AM</td> <td>LT 14/11/2024</td> <td>14/11/2024</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr SUSANTA GHOSH Son of Mr RAMPADA GHOSH Date of Execution - 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 , Place of Admission of Execution: Office		 Captured			Nov 14 2024 11:55AM	LT 14/11/2024	14/11/2024
Name	Photo	Finger Print	Signature										
Mr SUSANTA GHOSH Son of Mr RAMPADA GHOSH Date of Execution - 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 , Place of Admission of Execution: Office		 Captured											
	Nov 14 2024 11:55AM	LT 14/11/2024	14/11/2024										
KALI BAZAR, 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, Date of Birth:XX-XX-1XX8 , PAN No.:: AGxxxxxx3B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : MS SUSANTA GHOSH (as PROPRIETORSHIP)													

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BUDDHADEB KEWRA Son of Late MATHURA NATH KEWRA KALIBAZAR, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101		 Captured	

	14/11/2024	14/11/2024	14/11/2024
Identifier Of Mr TARUN ROY, Mr JIBAN ROY, Mr BALAI ROY, Mr BISWAJEET ROY, Mrs SANDHA ROY, Mr SUSANTA GHOSH			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr TARUN ROY	MS SUSANTA GHOSH-1.7 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr JIBAN ROY	MS SUSANTA GHOSH-1.7 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mrs SANDHA ROY	MS SUSANTA GHOSH-0.8 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr BISWAJEET ROY	MS SUSANTA GHOSH-0.8 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mr TARUN ROY	MS SUSANTA GHOSH-1.3 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Mr JIBAN ROY	MS SUSANTA GHOSH-1.2 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Mr BALAI ROY	MS SUSANTA GHOSH-1.2 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Mrs SANDHA ROY	MS SUSANTA GHOSH-0.6 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Mr BISWAJEET ROY	MS SUSANTA GHOSH-0.7 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr TARUN ROY	MS SUSANTA GHOSH-337.00000000 Sq Ft
2	Mr JIBAN ROY	MS SUSANTA GHOSH-337.00000000 Sq Ft
3	Mr BALAI ROY	MS SUSANTA GHOSH-337.00000000 Sq Ft
4	Mr BISWAJEET ROY	MS SUSANTA GHOSH-337.00000000 Sq Ft
5	Mrs SANDHA ROY	MS SUSANTA GHOSH-337.00000000 Sq Ft

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Kalibazar Road, Mouza: Radhanagar, ,
Ward No: 8 JI No: 39, Pin Code : 713101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 7551, LR Khatian No:- 7605	Owner:тарुण रॉय, Gurdian:बिजय रॉय , Address:बिजय , Classification:कृषि, Area:0.01700000 Acre,	Mr TARUN ROY
L2	LR Plot No:- 7551, LR Khatian No:- 7606	Owner:बिजय रॉय, Gurdian:बिजय रॉय , Address:बिजय , Classification:कृषि, Area:0.01700000 Acre,	Mr JIBAN ROY
L3	LR Plot No:- 7551, LR Khatian No:- 9922	Owner:संध्या रॉय, Gurdian:संध्या रॉय , Address:बिजय , Classification:कृषि, Area:0.00800000 Acre,	Mrs SANDHA ROY
L4	LR Plot No:- 7551, LR Khatian No:- 9923	Owner:बिजय रॉय, Gurdian:बिजय रॉय , Address:बिजय , Classification:कृषि, Area:0.00800000 Acre,	Mr BISWAJEET ROY
L5	LR Plot No:- 7555, LR Khatian No:- 7605	Owner:तरुण रॉय, Gurdian:बिजय रॉय , Address:बिजय , Classification:कृषि, Area:0.01300000 Acre,	Mr TARUN ROY
L6	LR Plot No:- 7555, LR Khatian No:- 7606	Owner:बिजय रॉय, Gurdian:बिजय रॉय , Address:बिजय , Classification:कृषि, Area:0.01200000 Acre,	Mr JIBAN ROY
L7	LR Plot No:- 7555, LR Khatian No:- 8817	Owner:बाल रॉय, Gurdian:बिजय रॉय , Address:बिजय , Classification:कृषि, Area:0.01200000 Acre,	Mr BALAI ROY
L8	LR Plot No:- 7555, LR Khatian No:- 9922	Owner:बिजय रॉय, Gurdian:बिजय रॉय , Address:बिजय , Classification:कृषि, Area:0.00600000 Acre,	Mr BISWAJEET ROY
L9	LR Plot No:- 7555, LR Khatian No:- 9923	Owner:बिजय रॉय, Gurdian:बिजय रॉय , Address:बिजय , Classification:कृषि, Area:0.00700000 Acre,	Mr BISWAJEET ROY

Endorsement For Deed Number : I - 020307383 / 2024

On 14-11-2024

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

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

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

Presented for registration at 11:25 hrs on 14-11-2024, at the Office of the A.D.S.R. Bardhaman by Mr TARUN ROY , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 83,23,087/-

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

Execution is admitted on 14/11/2024 by 1. Mr TARUN ROY, Son of Late CHITTARANJAN ROY, EAST NATUNPALLY, P.O: BURDWAN, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 2. Mr JIBAN ROY, Son of Late CHITTARANJAN ROY, SHREE APATMENT JNANENDRA AVENUE, Flat No: 102, P.O: UTTARPARA, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712258, by caste Hindu, by Profession Retired Person, 3. Mr BALAI ROY, Son of Late CHITTARANJAN ROY, EAST NATUNPALLY, P.O: BURDWAN, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 4. Mr BISWAJEET ROY, Son of Late MADHAB CHANDRA ROY, EAST NATUNPALLY, P.O: BURDWAN, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 5. Mrs SANDHA ROY, Alias Mrs SANDHA RANI ROY, Wife of Late MADHAB CHANDRA ROY, EAST NATUNPALLY, P.O: BURDWAN, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession House wife

Indetified by Mr BUDDHADEB KEWRA, , , Son of Late MATHURA NATH KEWRA, KALIBAZAR, P.O: BURDWAN, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Business

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

Execution is admitted on 14-11-2024 by Mr SUSANTA GHOSH, PROPRIETORSHIP, MS SUSANTA GHOSH, KALI BAZAR, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by Mr BUDDHADEB KEWRA, , , Son of Late MATHURA NATH KEWRA, KALIBAZAR, P.O: BURDWAN, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14.00/- (E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/11/2024 9:08AM with Govt. Ref. No: 192024250275334828 on 14-11-2024, Amount Rs: 14/-, Bank: SBI EPay (SBIEPay), Ref. No. 3482431395247 on 14-11-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 11920, Amount: Rs.5,000.00/-, Date of Purchase: 12/11/2024, Vendor name: Sanjay Acharyya

2. Stamp: Type: Court Fees, Amount: Rs. 10.00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/11/2024 9:08AM with Govt. Ref. No: 192024250275334828 on 14-11-2024, Amount Rs: 5,010/-, Bank: SBI EPay (SBIEPay), Ref. No. 3482431395247 on 14-11-2024, Head of Account 0030-02-103-003-02



Sanjit Sardar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2024, Page from 187305 to 187371

being No 020307383 for the year 2024.



Digitally signed by SANJIT SARDAR
Date: 2024.11.19 11:17:04 +05:30
Reason: Digital Signing of Deed

(Sanjit Sardar) 19/11/2024

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.