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D-6305/23



अन्तिमवर्ग पश्चिम बंगाल WEST BENGAL

W 464746

Endorsement
 attached to this documents
 are part of the Document,

TARA MA CONSTRUCTION
 Proprietor

BURDWAN
 02 AUG 2023

This Deed of Agreement for Development alongwith Power of Attorney is made on this 02 nd day of August 2023 at Burdwan BETWEEN

1) SRI SOMNATH ROY (PAN - AMIPR3744A) (Aadhaar Card No. 8956 1329 8920) son of Bhairab Roy, nationality Indian, by caste Hindu, by profession Business, resident of 200/2 Pirpukur, Kalna Road, Jamtala, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713101,

2) SRI BHUDEB ROY (PAN - AJRPR3905M) (Aadhaar Card No. 8590 9668 5743) son of Late Jayanta Kumar Roy, nationality Indian, by caste Hindu, by profession Business, resident of 200/2 Pirpukur, Kalna Road, Jamtala, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713101,

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Somnath Roy.

Bhudeb Roy

TARA MA CONSTRUCTION

Proprietor

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hereinafter called the **OWNERS / EXECUTANTS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, assigns, nominee or nominees) of the **FIRST PART**.

AND

TARAMA CONSTRUCTION (a Proprietorship Firm) represented by Proprietor - **SRI PULAKESH DHARA** (Pan Card No. AHVPD7041A) (Aadhaar Card No. 6910 4781 4985) Son of Late Narayan Chandra Dhara nationality Indian, by faith Hindu, by occupation Business, resident of 19 Kalna Road, Badamtala, P.O. Burdwan, P.S Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101, hereinafter called the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns, nominee or nominees) of the **OTHER PART**.

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

AND WHEREAS the "A" Schedule property was belonged to Basanti Roy, who got the same by dint of a Registered Deed of Sale being no 4133 for 1964 of S.R.O Burdwan. While she was in Possession she transferred undivided $\frac{1}{2}$ share of land with structure in respect of "A" Schedule property in favour of Somnath Roy i.e Owner No 1 by dint of a Registered Deed of Gift being no 1949 for 2015 of D.S.R-II Burdwan. The said Basanti Roy again transferred her rest $\frac{1}{2}$ share of land with structure in respect of "A" Schedule property in favour of Bhudeb Roy i.e Owner No 2 by dint of a Registered Deed of Gift being no 2284 for 2015 of D.S.R-II Burdwan.

AND WHEREAS the present **OWNERS** have mutated their names in the office of B.L. & L.R.O. Burdwan and their names are duly recorded in the L.R.R.O.R. being Khatian Nos. 42699 & 42700 of mouza Nari and also in the office of Burdwan Municipality and their names also duly mutated in the Municipal holding being no 190 of Kalna Road Mohalla under Ward no 7 within the Jurisdiction of Burdwan Municipality and they are enjoying the "A" Schedule property as rightful owners by paying revenue & taxes to the competent authorities. Be it mentioned here that they converted the "A" Schedule property from Danga to Bastu vide Conversion Case Nos. CN/2019/0201/24 dated 04/01/2019 & CN/2018/0201/726 (1A) and the B.L. & L.O. Burdwan sadar issued Conversion Certificate in favour of the **OWNER** No. 1 Somnath Roy vide Memo No. 640 dated 17/04/2019 and in favour of the **OWNER** No. 2 Bhudeb Roy vide Memo No. 394 dated 14/03/2019.

AND WHEREAS the present **OWNERS** have desire to constructed a multi-storied residential building containing several self contained Flats/Units/Parkings

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✓ Sonmath Roy,

✓ Bhudeb Roy

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Rabimond Chakraborty
Proprietor

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

AND WHEREAS the OWNERS are in need of a firm/person/company, who would take up the multi-storied residential building project and complete the same by taking all sorts of steps for development & construction by providing fund from his own source.

AND WHEREAS the DEVELOPER is engaged in civil construction & development of immovable properties. The OWNERS approach the DEVELOPER to take up the multi-storied residential building project and to complete the same by providing fund from their own source.

AND WHEREAS the DEVELOPER has agreed to take up the project and to construct the multi- storied residential building over the "A" schedule property by providing his own fund.

AND WHEREAS the OWNERS and DEVELOPER after due discussion over the modus operandi and the terms & conditions of the development, have mutually agreed on condition that the DEVELOPER would make construction of the multi-storied residential building as per sanctioned plan issued by Burdwan Municipality and with the authority & power to procure intending purchaser/purchasers of flats/units/parking spaces comprising in the multi- storied residential building and would make as an agent for the intending purchaser/purchasers to be secured by the DEVELOPER and would also realize the cost of construction of the flats/units/parking spaces and common parts from the intending purchaser/purchasers directly for self and also the cost of the proportionate share of interest in the land described in the "A" schedule mentioned hereunder, and as would be proportionate to each such flat/unit/parking space and common parts for and on behalf of the OWNERS and upon receipt of such payment from the intending purchaser/purchasers the DEVELOPER all nominate the intending purchaser/purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchaser/purchasers to the said OWNERS who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land together with flats/units/parking spaces.

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

ARTICLE - I

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

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✓ Somnath Roy.

✓ Bhudeb Roy

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Proprietor

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- 1.1. **PREMISES** shall mean **ALL THAT** piece & parcel of the Bastu land more or less 3600 Squire Feet comprising in R.S. Plot No. 896 (Eight Hundred Ninty Six), L.R. Plot No. 918 (Nine Hundred Eighteen), appertaining Khatian No. 656 (Six Hundred Fifty Six), L.R. Khatian Nos. 42699 (Fourty Two Thousand Six Hundred Ninety Nine) & 42700 (Fourty Two Thousand seven Hundred) lying and situate at Mouza Nari, J.L. No. 70 (Seven Zero), Ward No. 07, Holding No. 190, Kanla Road Mahalla, within the jurisdiction of Burdwan Municipality, A.D.S.R. Office Burdwan P.S. Burdwan Sadar, Dist. Purba Bardhaman, in the State of West Bengal.
- 1.2. **OWNERS** shall means 1) **SRI SOMNATH ROY** son of Bhairab Roy, nationality Indian, by caste Hindu, by profession Business, resident of 200/2 Pirpukur, Kalna Road, Jamtala, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713101, 2) **SRI BHUDEB ROY** son of Late Jayanta Kumar Roy, nationality Indian, by caste Hindu, by profession Business, resident of 200/2 Pirpukur, Kalna Road, Jamtala, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713101, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, assigns, nominee or nominees)
- 1.3. **DEVELOPER** shall means **TARAMA CONSTRUCTION** (a Properitorship Firm) represented by Properitor - **SRI PULAKESH DHARA** Son of Late Narayan Chandra Dhara nationality Indian, by faith Hindu, by occupation Business, resident of 49 Kalna Road, Badamtala, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns, nominee or nominees)
- 1.4. **BUILDING** shall mean multi-storied residential building to be constructed over the "A" schedule property with such necessary additional structures in accordance with the plan/plans to be sanctioned by Burdwan Municipality and other authorities for construction of flats/units/car parking spaces over the "A" schedule property.
- 1.5. **ARCHITECT** shall mean any technically experienced qualified person/ persons or the firm to be appointed by the Developer as Architect for construction of multi- storied residential building to be constructed over the "A" schedule property.

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Proprietor

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- 1.6 **BUILDING PLAN** shall mean the plan/drawings of the multi- storied residential building to be prepared by the Architect and to be submitted by the Owners to the Burdwan Municipality for construction of the multi-storied residential building over the "A" schedule property with such variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned.
- 1.7 **COMMON FACILITIES/PORTIONS** shall includes paths, passages, lift, roofs, foundations, columns, beams, supports, main wall, corridors, lobbies, entrances & exits, tanks, motors, pump and such other spaces and facilities whatsoever required for the establishment, location, common enjoyment, provision, management and/or maintenance of the buildings as shall be determined by the Developer and the Owners of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Society is formed and take charge of the same.
- 1.8 **CONSTRUCTED SPACE** shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 1.9 **OWNER'S ALLOCATION** shall mean that the OWNER No.1 SRI SOMNATH ROY will get the FLAT nos. B & C on the First Floor and the OWNER No. 2 SRI BHUDEB ROY will get the FLAT nos. A & C on the Third Floor with 40% joint share of the Car parking space on the Ground Floor of the multi-storied residential building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures subject to sanction of total F.A.R. Be it mentioned here that if any deviation occurs then the same will be mutually adjusted as on this day by executing separate supplementary agreement.
- 1.10 **DEVELOPER'S ALLOCATION** shall mean that the DEVELOPER will get the FLAT no. A on the First Floor, the FLAT nos. A, B & C on the Second Floor and the FLAT no. B on the Third Floor with 60% of the Car parking space on the Ground Floor of the multi-storied residential building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures subject to sanction of total F.A.R. Be it mentioned here that if any deviation occurs then the same will be mutually adjusted as on this day by executing separate supplementary agreement.

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Proprietor

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- 1.11 **SALEABLE SPACE** means the space in the entire building, which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 **COVERED AREA** shall mean the plinth area of the said unit/flat/parking space including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the plinth area of the common portions PROVIDED THAT if any wall be common between two units/flats/ parking space then one - half of the area under such wall shall be included in each Unit/Flat.
- 1.13 **UNDIVIDED SHARE** shall mean the undivided proportionate share in the land attributable to the each flat/unit/parking space comprised in the said property and the common portions held by and/or here in agreed to be sold to the respective purchaser/s and also wherever the context permits.
- 1.14 **TRANSFeree** shall mean the person to whom any may space in the building has been transferred or is proposed to be transferred.
- 1.15 **TRANSFER** with its grammatical, variations shall mean and include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to purchaser/s thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 and the Transfer of property Act.
- 1.16 **CO - OWNER** shall according to its context mean and include all persons who acquire or agree to acquire Units/Flats/Parking Spaces in the Building, including the Developer, for the Units/Flats/Parking Spaces not alienated or agreed to be alienated.
- 1.17 **COMMON EXPENSES** shall include all expenses to be incurred by the co-owners for the maintenance, management and upkeep of the building over the schedule property for common purposes.
- 1.18 **COMMON FACILITIES AND AMENITIES** shall mean the Corridors, Ways, Stair, Stair Passage Ways, Drive Ways, Lift, Roof, Pump, Tube well Under ground and Overhead tank, Meter Space, Septic Tank, Boundary Wall and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment, maintenance and/or management of the Building in common.
- 1.19 **COMMON PURPOSES** shall mean the purpose of managing and maintaining the building over the schedule property and in particular the common portions, collection and disbursement of common expenses for common portion and

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Sukumar Datta
Proprietor

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dealing with the matter of common interest of the co-owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.

- 1.20 **SUPER BUILT-UP AREA** shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of **25% (Twenty Five Percent)** of the built-up and/or the covered area of the Unit/Flat.
- 1.21 **UNIT/FLAT** shall according to the context, mean all Purchaser/Purchasers and/or intending Purchaser/s of different Unit/s/Flat/s in the Building and shall also include the Developer herein and the Owners herein in respect of such Unit/s/Flat/s which are retained and/or not alienated and/or not agreed to be alienated of the time being.
- 1.22 **DEVELOPER'S ADVOCATE** shall mean **SRI SURAJIT HAZRA** of Burdwan District Judges' Court Burdwan, who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.

ARTICLE - II

THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS

- 2.1 That the Owners are the absolute owners of the said property and lawfully entitled to the same and no dispute or proceedings is pending in respect thereof any part or portion thereof.
- 2.2 That there is no arrear of taxes and/or other levies of impositions of the said property due and payable to any statutory authority.
- 2.3 That no proceeding for acquisition of the said property or any portion thereof is pending nor has any notice been received in respect thereof.
- 2.4 That the said land is not a Debottor or Pirottor property or Vested to the State of West Bengal.
- 2.5 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.6 That there is absolutely no impediment or bar in matter of this agreement/ understanding or sale or the said property as contemplated in these present.

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- 2.7 That the said property hereunder given for development does not in any way attract the mischief of the Urban Land (Ceiling and Regulation) Act. However, in case of necessity the Owners undertake to procure and produce proper permission or No-Objection from the competent authority under the said Act.
- 2.8 The Owners shall supply all original documentary evidences in respect of the property to the Developer.
- 2.9 The Owners shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the multi- storied building and pay all arrears of taxes and/or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
- 2.10 The Owners shall vacate the said property/premises on the date of execution of the present agreement.

ARTICLE - III

THE DEVELOPER ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS

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

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

ARTICLE - IV

OCCUPANT

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

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ARTICLE - V

COST OF CONSTRUCTION / COMPLETION

- 5.1 The entire cost of construction of the building or whatsoever nature shall be borne by the Developer and such costs shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permissions and approvals. The Owners shall not be required to contribute any amount in that regard.
- 5.2 The Developer shall complete the construction within **30 (Thirty)** months from the date of vacant possession by the Owners.

ARTICLE - VI

POSSESSION AND PAYMENT

- 6.1 The Owners shall put the Developer in the exclusive possession to the said property as agreed upon on the date of execution of the present agreement.
- 6.2 That the Developer shall be entitled to collect and realize consideration money for and on behalf of the Owners from the intending purchaser/s for flats/units/parking spaces, price of the undivided proportionate and impartible share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common areas.
- 6.3 That the Developer shall be entitled to collect the price of the undivided proportionate and impartible share or interest in the said land and cost of construction so far it relates to its allocation.
- 6.4 The Flats will not be considered as complete unless the Developer has given notice to this effect to the flat owners and the said building shall be deemed to be completed in all regards on receipt of possession by each owners of the flats/units/car parking spaces.

ARTICLE - VII

DEVELOPER'S OBLIGATION

- 7.1 The Developer shall complete the multi-storied residential building within **30 (Thirty)** months from the date of vacant possession by the Owners and deliver the possession after completing in all respect.

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Pulmananda Sharma
Proprietor

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- 7.2 The Developer shall have power to make any deviation of sanctioned plan of the said building over the "A" schedule property after obtaining permission from the concerned authority and the Owners will personally be responsible to give consent of the Developer.

ARTICLE - VIII

SPACE ALLOCATION

- 8.1 That the **OWNER No.1 SRI SOMNATH ROY** will get the **FLAT nos. B & C** on the **First Floor** and the **OWNER No. 2 SRI BHUDEB ROY** will get the **FLAT nos. A & C** on the **Third Floor** with **40%** joint share of the **Car parking space** on the **Ground Floor** AND the **DEVELOPER** will get the **FLAT no. A** on the **First Floor**, the **FLAT nos. A, B & C** on the **Second Floor** and the **FLAT no. B** on the **Third Floor** with **60%** of the **Car parking space** on the **Ground Floor** of the multi-storied residential building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures subject to sanction of total F.A.R. Be it mentioned here that if any deviation occurs then the same will be mutually adjusted as on this day by executing separate supplementary agreement.
- 8.2 The Developer shall be entitled to deal with sale, transfer, grant lease and/or in any way dispose of the proposed flats/parking spaces/units excluding the Owners' allocation and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.
- 8.3 That during pendency of the work if and when the local authority permits to extend any further floor over the existing multi-storied residential building, the ratio of the allocation of the Owners & the Developer will be same as on this day.
- 8.4 That during pendency of the work the Developer will pay monthly house rent for the Owners till delivery of possession of the Flat/Units.

ARTICLE - IX

DELIVERY OF POSSESSION

- 9.1 The Developer hereby agrees to give possession after completing the multi-storied residential building in all respect within **Thirty** months from the date of vacant possession by the Owners. The Developer shall not incur any liability for any delay in the delivery of possession by reason of

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TARA MA CONSTRUCTION

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civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order.

- 9.2 That the Owners shall execute deed/deeds in respect of her undivided share of interest on the land with building as may be required by the Developer in its favour or in favour of its prospective Buyer/s as nominated by the Developer.

ARTICLE - X

ARCHITECTS, ENGINEERS ETC.

- 10.1 That for the purpose of the development of the schedule property, the Developer shall be alone responsible to appoint Architect for the proposed building and the certificate given by the Architect regarding the materials to be used for construction, erection and completion of the building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties.
- 10.2 The decision of the Architect regarding the quality of the materials and also the specifications of the purpose of construction will be final, conclusive and binding on the parties.
- 10.3 The Developer shall be solely liable for ensuring safety and strength of the structural, masonry, fittings & fixtures used in the construction of the building and the consequences of any deviation/breach/default in complying with any statutory/engineering requirements shall be to their account and they shall keep the Owners wholly indemnified against any claims/demands on this account.

ARTICLE-XI

INDEMNITY

- 11.1 The Developer shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction and in no event the Owners shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owners against all losses, liabilities, costs or claims, actions or proceedings thus arising.
- 11.2 The Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or

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Proprietor

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other documents relating to transfer of the Flats/Units/Car Parking spaces, shall be entirely borne by the Developer or its nominee or nominees.

- 11.3 That during pendency of the project if any party dies, her/his/their legal heirs/successors/administrators will be bound to obey the terms & conditions of the present agreement and will be bound to execute supplementary agreement with the other party.
- 11.4 The Owners shall not be liable to pay any Tax in respect of the Developer's Allocation and likewise the Developer shall not be liable to pay any Tax in respect of the Owners' Allocation.
- 11.5 The Owners agrees and undertakes not to cause any interference or hindrances in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owners commit any breach of terms & conditions of the agreement, the Owners shall be bound to pay compensation & interest as per banking rate.
- 11.6 The Owners shall personally liable to conduct the litigation relating to the ownership of their property and both the parties will jointly bear all the litigation costs and if the Owners fail to pay the cost of litigation, in that event the Developer has every right to stop payment of their rent.
- 11.7 That the **OWNER No. 1 SRI SOMNATH ROY** will get the **FLAT nos. B & C** on the **First Floor** and the **OWNER No. 2 SRI BHUDEB ROY** will get the **FLAT nos. A & C** on the **Third Floor** with **40% joint share** of the **Car parking space** on the **Ground Floor** AND the **DEVELOPER** will get the **FLAT no. A** on the **First Floor**, the **FLAT nos. A, B & C** on the **Second Floor** and the **FLAT no. B** on the **Third Floor** with **60% of the Car parking space** on the **Ground Floor** of the multi-storied residential building as per sanctioned building plan issued by Burdwan Municipality over the "**A**" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures, subject to sanction of total F.A.R. Be it mentioned here that if any deviation occurs then the same will be mutually adjusted as on this day by executing separate supplementary agreement.. That if any deviation occurs then the same will be mutually done by executing separate supplementary agreement. Furthermore, that if & when the local authority permits to extend any further floor over the existing multi-storied building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the procedure to transfer their proposed

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TARA MA CONSTRUCTION

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allocation will be same as on this day and the same will be done by executing separate supplementary Agreement.

ARTICLE-XII

MAINTENANCE

- 12.1 The Developer shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property from the date of handing over possession by the Owners till completion of the building in all respect.
- 12.2 The Owners and the Developer and/or the Purchasers will maintain their portion at their own costs in good condition and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common areas.
- 12.3 That after the said building is completed, the Developer in concerned with the Owners will form an Association with the occupants of the various flats and form such rules & regulations as the Developer & the Owners jointly shall think fit and proper for the maintenance of the said building .
- 12.4 That until such Association is formed, the Developer shall continue to remain responsible for the maintenance and rendition of the common services and all other outgoing payable in respect thereof.

ARTICLE - XIII

OBLIGATIONS OF THE OWNERS

- 13.1 The Owner shall grant a Power of Attorney in favour of the Developer for applying to the competent authority for grant of permission to develop the said property and to construct proposed building in its place as per sanctioned plan and to make & sign all necessary applications & papers before any competent authority regarding development & amalgamation of the property, sanction of building plan, permission for water supply, electricity supply, laying down drainage and for other amenities before the Burdwan Municipality and all other statutory authorities and to appoint Architects, ~~Contractors~~, Structural Engineers, Surveyors, Advocate, Agent or any other professionals as may be required for proposed the project and to enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary.

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Somnath Roy
Chudesh Roy

TARA MA CONSTRUCTION

Proprietor

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- 13.2 The Owners shall sign and execute necessary applications, papers, deeds, documents and do all acts, deeds and things as may be required in order to legally and effectively devolve to the Developer or its nominee title to the Developer's Allocation over the schedule property and for completing the construction work of the building.
- 13.3 The Owners shall also execute Power of Attorney to empower the Developer to negotiate for sale of the proposed flats/units/car parking space and other units at the best price available including her allocation and to enter into an agreement for sale with the intending purchasers in the prescribed form and to execute the sale deed in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchaser/s and admit execution thereof on behalf of the Owners and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.
- 13.4 The Owners shall also execute Power of Attorney to empower the Developer to get a co-operative housing society/Association of the flat purchasers in the said new building registered under the Co-operative Societies Act or Societies Registration Act or any other acts and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the Registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate and to engage any advocate or solicitor for the purpose of taking advice and for preparation and execution of documents required to be executed and to pay their fees.
- 13.5 That the Owners shall sign all papers and execute necessary documents for the purpose of completion of the proposed project.
- 13.6 The Owners shall execute Supplementary Agreement with the Developer for any further amendments, alternations or modifications, which are not possible to be stated at present.
- 13.7 The Owners hereby agree and undertake not to let out, grant lease, part with possession, mortgage and/or charge the entire property or any portion thereof at any time hereafter during the continuance of this agreement without the written consent of the Developer. Be it mentioned here that the Owners have every right to sale, let out, grant lease of their Flats & car Paking spaces.

Contd. next page

Somnath Roy.

Bhudeb Roy

TARA MA CONSTRUCTION
Proprietor

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- 13.8 The Owners hereby further agree and undertake not do any act, deed, thing whereby the Developer may be prevented from constructing the proposed building and completing the same.
- 13.9 The Owners hereby further agree and undertake not to cause any interference or hindrances in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owners commit any breach, the Owners shall be bound to pay compensation & interest as per banking rate.
- 13.10 That if and when the local authority permits to extend any further floor over the existing multi-storied residential building, the ratio of the allocation of the Owners and the Developer will be decided mutually and the same will be done by executing separate supplementary Agreement
- 13.11 The Owners will personally bear all costs relating to the ownership of her property and if any dispute arises relating their ownership regarding the schedule property at that time the Owners will bear all costs of the suit/ case.
- 13.12 The Owners may advise the Developer regarding the qualitative perfection of the construction work. In the event the Owners has any allegations, complaints about the quality of the construction, they will immediately lodged such complaint in writing before the Arbitrator nominated on consent of both the parties whose shall be final and binding upon both the parties. At no stage the Owners shall have any right to direct for stopping the construction or interfering into the construction work in any manner. If the Owners have no complaint at the time of construction it will be presumed that all construction up to such has been done satisfactorily and the Owners shall have no right to complain regarding construction at a subsequent stage. The Owners shall also be bound to certify the developer for having made construction at per the declared quality. That save & except the declared quality of the materials, If any construction work is hampered due to intervention of Owners, such intervention shall be deemed to be motivated and mala fide and the Owners shall be liable to compensate the developer with interest for all the loss and damages.
- 13.13 The Developer shall have right to construct Generator Space, Meter Space on the open space in the Ground Floor. Such space/room may also be used by the Developer/Flat Owners for any other purpose as and when necessity arises. The Owners shall not interfere or raise any objection or

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✓ Samrath Roy.

✓ Bhudeb Roy

TARA MA CONSTRUCTION

Proprietor

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make any claim over such left over space or any construction made thereon by the Developer.

ARTICLE - XIV

BREACH AND CONSEQUENCE

- 14.1 In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the other hand if the Owners fail to remove the encumbrances regarding the schedule property, the Owner will solely be responsible & liable for all financial loss & injury of the Developer.
- 14.2 That save & except the civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to the property, If the Developer fails to commence the proposed construction within the stipulated period, the time may be extended for another twelve months subject to payment of damages.
- 14.3 If the Developer fails to carry-on the proposed work within the stipulated period, by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building, the time will be extended and the the Owners will be bound to execute supplementary agreement in favour of the Developer.

ARTICLE-XV

JURISDICTION

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

ARTICLE - XVI

POWER OF ATTORNEY

- 16.1 The Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale of the Flats/Units/Car parking Spaces of the multi-storied building on and over the "A" schedule mentioned property including the Executants' allocation and to settle the consideration amount and to receive consideration amount and to deposit the Executants' allotted share in their account and to enter into an agreement for sale by receiving the advanced amount and it required, to appear before the registering authority and presenting the same and shall admit execution and registration and to

✓ Jitendra Roy

Contd. next page



Somnath Roy.

Bhudeb Roy

TARA MA CONSTRUCTION

Proprietor

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receive the consideration amount of the proposed multi-storied building on and over the "A" Schedule mentioned property and to deposit the said amount in the account and to execute the sale deed in favour of the prospective purchaser/s and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchaser/s and admit execution thereof on behalf of the Owners/Executants and to do all things, act and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount of the multi-storied building on and over the "A" Schedule mentioned property and to deposit the said amount in the Bank Accounts and to receive the entire amount of the consideration amount from the all purchaser/s and to receive the consideration amount of the multi-storied building on and over the "A" Schedule mentioned property and to deposit the said amount in the bank account and flat and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses investment of the Developer incurred and made as per the terms and condition of this agreement; to delivered the possession in favour of the buyer in respect of the proposed multi-storied building on and over the "A" Schedule mentioned property.

- 16.2 In pursuance of this agreement since one Power of Attorney for development and also for selling the flats and etc. on behalf of the Owners are required, hence for the said reason the Owners hereby by decided to execute Power of Attorney by virtue of this agreement its so that the Developer may smoothly and uninterruptedly carry on and continue its work, the Developer will be able to absolutely transfer and sale the residential units etc. in favour of the purchaser and execute all required deed which are necessary for the purpose as the Power of Attorney Holder of the present Land Owners. Hence the Power of attorney for the development purpose, for selling purpose as well as for other associated and ancillary purpose is being executed on the following effects:

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNERS, 1) SRI SOMNATH ROY (PAN -AMIPR3744AM) (Aadhaar Card No. 8956 1329 8920) son of Bhairab Roy, nationality Indian, by caste Hindu, by profession Business, resident of 200/2 Pirpukur, Main Road, Jamtala, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713101,

2) SRI BHUDEB ROY (PAN -AJRPR3905M) (Aadhaar Card No. 8590 9668 5743) son of Late Jayanta Kumar Roy, nationality Indian, by caste Hindu, by

Contd. next page

Sri Somnath Roy

Somnath Roy.

Bhudeb Roy

TARA MA CONSTRUCTION
Pulakesh Dhara
Proprietor

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profession Business, resident of 200/2 Pirpukur, Kalna Road, Jamtala, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713101,

SEND GREETINGS:-

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

AND WHEREAS the Executants of this Power of Attorney desirous of construction of the multi-storied building containing several self contained Flats/ Parkings etc. But for want of time, experience and fund, they are unable to proceed with such a project.

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

AND WHEREAS in connection to such proposal, the Executants of this Power of Attorney being the Land Owners hereby executed this Development Agreement being this Indenture in favour of the Developer for Development and construction of the said building over the Schedule mentioned property and in the said Agreement the Executants of this Power of Attorney being the Owners of the "A" Schedule property unable to attained the various office work and which frequently disable from appending the signature to various deeds, documents, consents and other instruments therefore the Executants of this Power of Attorney propose to appoint **TARAMA CONSTRUCTION** (a Properitorship Firm) represented by Properitor - **SRI PULAKESH DHARA** (Pan Card No. AHDPD7041A) Son of Late Narayan Chandra Dhara nationality Indian, by faith Hindu, by occupation Business, resident of 19 Kalna Road, Badamtala, P.O. Burdwan, P.S Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101, as the attorney or agent with full power to construct proposed building/apartment on the behalf of the Executants of this Power of Attorney and in the names and which the said Attorney have agreed to do.

NOW KNOW ALL MEN BY THESE PRESENTS THAT THE OWNERS 1) SRI SOMNATH ROY son of Bhairab Roy, nationality Indian, by caste Hindu, by profession Business, resident of 200/2 Pirpukur, Kalna Road, Jamtala, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713101, **2) SRI BHUDEB ROY** son of Late Jayanta Kumar Roy, nationality Indian, by caste Hindu, by profession Business, resident of 200/2 Pirpukur, Kalna Road, Jamtala, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal -

Contd. next page

Somnath Roy.

Bhudeb Roy

TARMA CONSTRUCTION
Sukumar Datta
Proprietor

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713101, do hereby nominate constitute and appoint **TARMA CONSTRUCTION** (a Proprietorship Firm) represented by Proprietor - **SRI PULAKESH DHARA (Pan Card No. AHDPD7041A)** Son of Late Narayan Chandra Dhara nationality Indian, by faith Hindu, by occupation Business, resident of 19 Kalna Road, Badamtala, P.O. Burdwan, P.S Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101, to be the true & lawful Attorney with full authority to sell the flat/flats of the schedule mentioned property and received any consideration amount on behalf of the Executants of this Power of Attorney i.e. the land owner and power to do and execute all acts, deeds, agreement, conveyance, and all others things mentioned below from and on behalf of the Executants of this Power of Attorney.

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

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Shri. Harekrishna

Sannath Roy.

Bhubek Roy

TARA MA CONSTRUCTION
Pulakant Dey
Proprietor

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applications and other papers and to pay necessary fees and all other acts and things necessary for that purpose and in that behalf.

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

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Asit Hazra

Sannath Roy

Shuddeb Roy

TARA MA CONSTRUCTION

Proprietor

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purchaser/s and admit execution thereof on behalf of the Executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.

16. To file or defend any suit on behalf of the Executants regarding the schedule property and sign, verify complaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executants.
17. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
18. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
19. To file and receive back any documents and to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
20. To accept service of any summons, notice, writ issued by any court and to represent in any Court or Tribunal or before any office whatsoever.
21. To apply for the inspection of and to inspect any Judicial records any records of any office or offices.
22. To form Association of the purchasers in the said new building registered under the Societies Registration Act or any other acts and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the Registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate.
23. To engage any advocate or solicitor for the purpose of taking advice and for preparation and execution of different documents required to be executed pursuant to these powers and to pay their fees.
24. To pay all the municipal taxes and other taxes relating to the said property payable until the completion of the building and transfer thereof to the proposed Housing Society/ Association.

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

Contd. next page



Somnath Roy.

Burdeb Roy

TARA MA CONSTRUCTION

Proprietor

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

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

THE "A" SCHEDULE ABOVE REFERRED TO

ALL THAT piece & parcel of the Bastu land more or less 3600 Squire Feet comprising in R.S. Plot No. 896 (Eight Hundred Ninty Six), L.R. Plot No. 918 (Nine Hundred Eighteen), appertaining Khatian No. 656 (Six Hundred Fifty Six), L.R. Khatian Nos. 42699 (Forty Two Thousand Six Hundred Ninety Nine) & 42700 (Fourty Two Thousand seven Hundred) lying and situate at Mouza Nari, J.L. No. 70 (Seven Zero), Ward No. 07, Holding No. 190, Kanla Road Mahalla, within the jurisdiction of Burdwan Municipality, A.D.S.R. Office Burdwan P.S. Burdwan Sadar, Dist. Purba Bardhaman, in the State of West Bengal.

Butted and bounded by :

In the North : House of Bina Ghosh
In the East : House of Kaya Roy
In the South : 45 Feet Kalpa Road
In the West : House of Bhagabath Choudhury

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

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

THE SPECIFICATION OF CONSTRUCTION OF THE FLATS

1. Foundation : R.C.C. Foundation.
[Cement - Birla Samrat/Ultratech/Lafarze]
[Rod - Shyam Steel]
2. Floor : Victified.

Contd. next page

✓ Samarth Roy.

✓ Bhudeb Roy

TARA MA CONSTRUCTION
Pulakrishna Dinda
Proprietor

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3. Walls : 8" Outside Wall, 5" flat to flat Partition, 3" Internal Partition, Stair Case wall 5".
4. Doors : All doors will be Flash doors excluding toilet and kitchen which will be PVC door.
5. Kitchen : One Kitchen with Black stone marbel cooking Slab, 2 ft. High glaze tiles above Black stone, Steel Sink, One exhaust fan-hole. One bib cock
6. Toilet : Marbel finished flooring, Glazed tiles upto 5" height from floor. 2 bib cock, One Shower, One Gyzer point
7. Dining : One Tap point
8. Window : Aluminium channel glass fitting window.
9. Plumbing : Outside pipe P.V.C., Conceal pipe P.V.C. (Water connection pipe), P.V.C. Shower (Bathroom), Deep tube well connected to overhead water tank (for water supply to each flat) S.W. Line with P.V.C. man hole, Septic tank R.C.C. casting.
10. Sanitary : 1 Pan / Comode in each toilet.
11. Electricity : Total Conceal wiring P.V.C. Electricity Board with Switch D.P. Box (one P.V.C. main with indicators) Ground one iron main switch.
12. Interior Wall: Wall Putty.
13. Balcony : Vitrified-tiles or KG finished flooring.
14. Electricity point : 20 Electric point in each Flat out of which One AC point & One Gyzer point
15. External Boundary wall with Gate : Boundary wall will cover a total area with one gate.
16. Stair : Marble finished.

That the Government Assessment Value is **Rs. 51,97,507/- (Rupees Fifty One Lacs Ninety Seven Thousand Five Hundred Seven Only)**, hence the stamp duty paid **Rs. 1000/- (Rupee One Thousand Only)** and the deficit stamp duty and Regd fees have been paid through net-banking stamp duty and Regd. fees have been paid through net-banking.

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

Contd. next page

Signature of Samarth Roy



✓ Somnath Roy.

✓ Bhudeb Roy

TARA MA CONSTRUCTION
Purnima Datta
Proprietor

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IN WITNESS WHEREOF the parties have put their respective hands on the the day,
month and year as written above.

SIGNED, SEALED AND DELIVERED

WITNESSES :

1. *Pradyumn Narayan Harsha.*
S/o Late Shamsher Prasad Harsha
Vill- Kishore Kana.
Po- Khana Junction
P.S. Galsi
Dist- Burdwan Bahadurpur.
2. 713141
- ✓ 1. Somnath Roy
- ✓ 2. Bhudeb Roy

Signature of the OWNERS /
EXECUTANTS i.e. the FIRST PART.

Surajit Datta
S/o Sunil Kr. Datta
Karna Road. Pimpur.
Bijoypally Burdwan.
713101

X *Purnima Datta*
Signature of the DEVELOPER /
POWER OF ATTORNEY HOLDER
i.e. the SECOND PART



Drafted by me &
typed in my office

Surajit Hazra
(Surajit Hazra)

Advocate

Regd.No. WB- 1260 of 2001
Burdwan Dist Judges' Court.

Major Information of the Deed

Deed No :	I-0203-06305/2023	Date of Registration	02/08/2023
Query No / Year	0203-2001964655/2023	Office where deed is registered	
Query Date	01/08/2023 1:56:04 PM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	Surajit Hazra Burdwan Dist Judges Court, Thana : Bardhaman District : Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No. : 8250878523, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 51,97,507/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,050/- (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 :

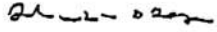
District: Purba Bardhaman, P.S:- Bardhaman, Municipality: BURDWAN, Road: Kalna Road to Nari Colony Road,
Mouza: Nari, Ward No: 7, Holding No:190 JI No: 70, , Kalna Road Pin Code : 713101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-896	RS-656	Bastu	Danga	3600 Sq Ft	1/-	51,97,507/-	Width of Approach Road: 45 Ft.,
Grand Total :					8.25Dec	1/-	51,97,507/-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Somnath Roy (Presentant) Son of Late Bhairab Roy Executed by: Self, Date of Execution: 02/08/2023 , Admitted by: Self, Date of Admission: 02/08/2023 ,Place : Office			
		02/08/2023	LTI 02/08/2023	02/08/2023

200/2 Pirpukur Kalna Road Jamtala, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman
 , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu,
 Occupation: Business, Citizen of: India, PAN No.:: AMxxxxxx4A, Aadhaar No: 89xxxxxxxx8920,
 Status :Individual, Executed by: Self, Date of Execution: 02/08/2023
 , Admitted by: Self, Date of Admission: 02/08/2023 ,Place : Office

SI No	Name	Photo	Finger Print	Signature
2	Mr Bhudeb Roy Son of Late Jayanta Kumar Roy Executed by: Self, Date of Execution: 02/08/2023 , Admitted by: Self, Date of Admission: 02/08/2023 ,Place : Office	 02/08/2023	 LTI 02/08/2023	 02/08/2023

200/2 Pirpukur Kalna Road Jamtala, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman
 , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu,
 Occupation: Business, Citizen of: India, PAN No.:: AJxxxxxx5M, Aadhaar No: 85xxxxxxxx5743,
 Status :Individual, Executed by: Self, Date of Execution: 02/08/2023
 , Admitted by: Self, Date of Admission: 02/08/2023 ,Place : Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	TARAMA CONSTRUCTION 19 Kalna Road, Badamtala, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 , PAN No.:: AHxxxxx1A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI 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 Pulakesh Dhara Son of Late Narayan Chandra Dhara Date of Execution - 02/08/2023 , , Admitted by: Self, Date of Admission: 02/08/2023, Place of Admission of Execution: Office </td> <td>  Aug 2 2023 1:34PM </td> <td>  LTI 02/08/2023 </td> <td>  02/08/2023 </td> </tr> </tbody> </table> City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ahxxxxxx1a, Aadhaar No: 69xxxxxxxx4985 Status : Representative, Representative of : TARAMA CONSTRUCTION (as Sole Properitor)	Name	Photo	Finger Print	Signature	Mr Pulakesh Dhara Son of Late Narayan Chandra Dhara Date of Execution - 02/08/2023 , , Admitted by: Self, Date of Admission: 02/08/2023, Place of Admission of Execution: Office	 Aug 2 2023 1:34PM	 LTI 02/08/2023	 02/08/2023
Name	Photo	Finger Print	Signature						
Mr Pulakesh Dhara Son of Late Narayan Chandra Dhara Date of Execution - 02/08/2023 , , Admitted by: Self, Date of Admission: 02/08/2023, Place of Admission of Execution: Office	 Aug 2 2023 1:34PM	 LTI 02/08/2023	 02/08/2023						

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Uday Narayan Hazra Son of Late Shankar Prasad Hazra Kishorekona Khana Junction, Village:- Kishorekona, P.O:- Khana Junction, P.S:- Galsi, District:-Purba Bardhaman, West Bengal, India, PIN:- 713141			
	02/08/2023	02/08/2023	02/08/2023

Identifier Of Mr Somnath Roy, Mr Bhudeb Roy, Mr Pulakesh Dhara

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Somnath Roy	TARAMA CONSTRUCTION-4.12501 Dec
2	Mr Bhudeb Roy	TARAMA CONSTRUCTION-4.12501 Dec

Endorsement For Deed Number : I - 020306305 / 2023

On 02-08-2023

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

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

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

Presented for registration at 12:40 hrs on 02-08-2023, at the Office of the A.D.S.R. Bardhaman by Mr Somnath 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 51,97,507/-

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

Execution is admitted on 02/08/2023 by 1. Mr Somnath Roy, Son of Late Bhairab Roy, 200/2 Pirpukur Kalna Road Jamtala, P.O: Burdwan, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 2. Mr Bhudeb Roy, Son of Late Jayanta Kumar Roy, 200/2 Pirpukur Kalna Road Jamtala, P.O: Burdwan, Thana: Bardhaman

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

Indetified by Mr Uday Narayan Hazra, , , Son of Late Shankar Prasad Hazra, Kishorekona Khana Junction, P.O: Khana Junction, Thana: Galsi, , Purba Bardhaman, WEST BENGAL, India, PIN - 713141, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 02-08-2023 by Mr Pulakesh Dhara, Sole Proprietor, TARAMA CONSTRUCTION (Sole Proprietorship), 19 Kalna Road, Badamtala, City:- Burdwan, P.O:-Bardhaman

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

Indetified by Mr Uday Narayan Hazra, , , Son of Late Shankar Prasad Hazra, Kishorekona Khana Junction, P.O: Khana Junction, Thana: Galsi, , Purba Bardhaman, WEST BENGAL, India, PIN - 713141, by caste Hindu, by profession Law Clerk

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 01/08/2023 2:09PM with Govt. Ref. No: 192023240151618481 on 01-08-2023, Amount Rs: 14/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CJTGGG8 on 01-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,050/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,050/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3835, Amount: Rs.1,000.00/-, Date of Purchase: 20/07/2023, Vendor name: Sanjay Acharyya

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/08/2023 2:09PM with Govt. Ref. No: 192023240151618481 on 01-08-2023, Amount Rs: 6,050/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CJTGGG8 on 01-08-2023, 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 0203-2023, Page from 166839 to 166879
being No 020306305 for the year 2023.



Digitally signed by SANJIT SARDAR
Date: 2023.08.04 12:16:53 +05:30
Reason: Digital Signing of Deed.

Sanj

(Sanjit Sardar) 2023/08/04 12:16:53 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.

(This document is digitally signed.)