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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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all signed
29/02/2024
at 11:26 Am.

Certified that the Endorsement Sheet's and the Signature Sheet's attached to this documents are part of the Document.

Signature

District Sub-Registrar
Purba Bardhaman

29 FEB 2024

DEVELOPMENT AGREEMENT

Deed of Agreement for development as well as construction of Multi Storied Residential building under the name and style "GREEN VIEW APARTMENT" at Mouza - Guskara, J.L No. 110, Ward No. 06, under Guskara Municipality, P.S. Ausgram & District - Purba Bardhaman

THIS DEED OF DEVELOPMENT AGREEMENT MADE ON THIS THE 29TH DAY OF FEBRUARY IN ENGLISH YEAR 2024

Signature
for.

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পত্রিকার নাম
পত্রিকা
সংখ্যা
সংখ্যা
তারিখ
পত্রিকা
পত্রিকা

Poddar Realtors Pvt Ltd Rep by ITS Director
Armit Poddar & others

22 FEB 2024



K 443802



29 FEB 2024

District Sub-Registrar
Purba Bardhaman

DEVELOPMENT AGREEMENT
29 FEB 2024

THIS DEED OF DEVELOPMENT AGREEMENT MADE ON THE
29TH DAY OF FEBRUARY IN ENGLISH YEAR 2024

BETWEEN

✓ **MR. AMIT PODDAR, PAN - ANUPP9819M**, son of Rajendra Poddar, Indian by Nationality, Hindu by Religion, Business by Occupation, resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101, hereinafter referred to as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the "**FIRST PART**".

✗ **AND**

PODDAR REALTORS PVT. LTD., CIN No. U70109WB2011PTC169550, PAN-AAGCP2937G a company Registered under the Companies Act, 1956 having its Registered office at 1No. Parcus Road, P.O and P.S Burdwan, District - Purba Bardhaman, Pin 713101, represented by its present directors namely (1) Mr. Amit Poddar, PAN - ANUPP9819M, son of Rajendra Poddar and (2) Mr. Atul Poddar, PAN-AKCPP4765H, son of Rajendra Poddar, both are Indian by Nationality, Hindu by Religion, Business by Occupation, resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101, hereinafter referred to as the **DEVELOPER** (which Expression shall unless excluded by or repugnant to the context be deemed to include

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the **DEVELOPERS** their legal heirs, successors, successor-in-interest and assignees) of the **OTHER PART**.

THIS DEED WITNESSETH AS FOLLOWS:-

WHEREAS the parties of the **FIRST PART** herein are the absolute owners and possessor of **ALL THAT** the piece and parcel of land situated at Mouza - Guskara, J.L No. 110, appertaining to R.S and L.R Plot No. 3839, corresponding to Previous L.R Khatian No. 1220 (Nepal Chandra Roy) and 13175 (Tapan Kumar Roy), Present L.R Khatian No. 13751 (Amit Poddar), classification as Bastu, measuring an area 0.31 acres, Project measuring an area 12259 Sqft. within Ward No. 06, Mahalla - Gokul Sundari Primary School Road, Holding No. 29/ A, under Guskara Municipality, P.O Guskara, P.S. Ausgram & District - Purba Bardhaman, along with a 16 feet wide Municipal Metal Road, situated on the Eastern side and or otherwise well and sufficiently entitled to the lands, hereditaments and premises as stated in the schedule specifically free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter referred to as the demised development property (hereinafter referred to as the "SAID PREMISES").

AND WHEREAS as per recital of the deeds that the First schedule mentioned property situated at Mouza Guskara, J.L. No.

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110, appertaining to R.S and L.R Plot No. 3839, classification as Bastu, measuring an area 0.31 acres was belonged to One Shashanka Sekhar Majhi son of Late Haricharan Majhi, he became the actual owner and possessor of the schedule mentioned property continuously for over 12 years adversely by way of adverse possession, and thereafter said Shashanka Sekhar Majhi son of Late Haricharan Majhi, acquired a better and independent right, title, interest and peacefully possessed over the same and thereafter his name was duly been recorded in the concerned R.S record of rights and the Govt. taxes and others taxes were paid by him and thereafter he had exercised his respective rights of ownership openly and to the knowledge of all concern without any claim, question or demand being raised by anybody.

AND WHEREAS said Shashanka Sekhar Majhi son of Late Haricharan Majhi, while he owning and possessing the schedule mentioned property with easementary right and discharging his liabilities to the knowledge of total exclusion of all others and acquired a better and independant title and ultimately he transferred the schedule mentioned property along with easementary right in favour of Nepal Chandra Roy and Gopal Gobinda Roy both sons of Amar Nath Roy, by virtue of registered deed of Sale vide Deed No. 3012 dated 22/04/1963, which was registered in the office of Guskara Sub Registrar, and thereafter they jointly became the owners and possessors of the schedule mentioned property and they jointly

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acquired a better and independent title and peacefully possessed over the schedule mentioned and ultimately their names were recorded in the concerned L.R record of rights vide L.R Khatian No. 1220 (Nepal Chandra Roy) and 643 (Gopal Gobinda Roy) and the Govt. taxes and others taxes was paid by them, and thereafter they had exercised their respective rights of ownership openly and to the knowledge of all concern without any claim, question or demand being raised by anybody.

AND WHEREAS said Gopal Gobinda Roy son of Amar Nath Roy while he owning and possessing his portion of share in the above mentioned undivided property i.e. Mouza Guskara, J.L. No. 110, appertaining to R.S and L.R Plot No. 3839, measuring an area undivided 0.155 acres with easementary right and discharging his liabilities to the knowledge of total exclusion of all others acquired a better and independant title and unfortunately he died intestate and leaving behind his wife namely Smt. Renuka Roy and two sons namely Apurba Kumar Roy and Tapan Kumar Roy as his only legal heirs and representatives who have jointly stepped into the shoes of the estate as left by their predecessor in interest namely Gopal Gobinda Roy under the principle of Hindu Succession Act 1956, and thereafter the legal heirs of said Gopal Gobinda Roy were recorded their names in the concerned record of rights, and Govt taxes and other taxes or Municipality Taxes were paid by them and thereafter

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they acquired a better and independent title and peacefully possessed over the same by way of inheritance and they had also exercised their respective rights of ownership openly and to the knowledge of all concerned without any claim question or demand being raised by anybody.

AND WHEREAS said Apurba Kumar Roy son of Gopal Gobinda Roy and Smt. Renuka Roy wife of Gopal Gobinda Roy, became the absolute owners and possessors 2/3rd share, of the predecessor in interest namely Gopal Gobinda Roy in respect of the above mentioned property of Mouza Guskara, J.L. No. 110, appertaining to R.S and L.R Plot No. 3839 and they jointly exercised their respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concerned without any claim question or demand being raised by anybody in this behalf and thereafter they jointly had exercised their respective 2/3rd rights of ownership in respect of the same and ultimately they jointly transferred their 2/3rd share of the above mentioned property by way of gift in favour of their brother and son respectively namely Tapan Kumar Roy son of Gopal Gobinda Roy, by virtue of registered deed of Gift, vide Gift Deed No. 2629 dated 08/09/2021, registered in Book No. I, Volume No. 0209-2021, Pages from 42743 to 42758 for the year 2021 which was registered in the office of the Addl. District Sub Registrar, Guskara, Purba Bardhaman.

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And as such said Tapan Kumar Roy son of Gopal Gobinda Roy, have acquired the above mentioned of Mouza Guskara, J.L. No. 110, appertaining to R.S and L.R Plot No. 3839, measuring an area 0.155 acres immovable property by way of gift from his brother and mother and by way of inheritance and peacefully possessed the same.

AND WHEREAS said Nepal Chandra Roy son of Amar Nath Roy and Tapan Kumar Roy son of Gopal Gobinda Roy, are the rightfull owners and possessors of the above mentioned as well as schedule mentioned property by way of above mentioned sale deed , Gift Deed and by way of inheritance and being absolutely seized and possessed the above mentioned as well as schedule property by mutating their names in the L.R.R.O.R vide L.R. Khatian No. 1220 (Nepal Chandra Roy) and 13175 (Tapan Kumar Roy), under L.R. Plot No. 3839, classification as Bastu, measuring an area 0.31 acres and peacefully possessed the same and thereafter they jointly acquired a better and independent title and exercised their respective rights of ownership openly and to the knowledge of all concern without any claim question or demand being raised by anybody.

AND WHEREAS thereafter while said Nepal Chandra Roy son of Amar Nath Roy and Tapan Kumar Roy son of Gopal Gobinda Roy are jointly owning and possessing the schedule mentioned property of Mouza - Guskara, J.L. No. 110, appertaining to R.S and

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L.R Plot No. 3839, L.R. Khatian No. 1220 (Nepal Chandra Roy) and 13175 (Tapan Kumar Roy), classification as Bastu, measuring an area 0.31 acres and discharging their joint liabilities to the knowledge of total exclusion of all others and acquired a better and independant title and ultimately they jointly transferred the above mentioned property in favour of Amit Poddar son of Rajendra Poddar, resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101 by virtue of registered Sale Deed being deed no. 0408 dated 24/01/2023, registered in Book No.1, Volume Number 0201-2023, Page from 9018 to 9034, being No. 020100408 for the year 2023, which was registered in the Office of DSR-I, Burdwan and thereafter said Amit Poddar son of Rajendra Poddar has acquired a better and independent title and peacefully possessed over the schedule mentioned, and ultimately his name was duly been recorded in the concerned L.R record of rights, vide L.R Khatian No. 13751 (Amit Poddar), and the Govt. taxes and others taxes was paid by the present land owner on his respective portion of share of land and thereafter he exercised his respective rights of ownership openly and to the knowledge of all concern without any claim, question or demand being raised by anybody and the said land owner peacefully possessed the same over the schedule mentioned property which is free from all encumbrances.

AND WHEREAS the owner, i.e the party to the First Part is


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now in absolute Khas Possession over the schedule mentioned demarcated portion of landed property hereunder by exercising his right, title and interest by paying land Revenue to the Govt. of West Bengal and Municipal Taxes to the Guskara Municipality.

AND WHEREAS said land owner, i.e. the party to the First Part, is now desirous of developing the aforesaid as well as demarcated portion of the Schedule mentioned property out of his total landed property as mentioned in sanction plan, by constructing a multi-storied residential building containing several self contained flats or Apartments, and open car parking spaces, over the schedule mentioned property in accordance with the building plan sanctioned by the Guskara Municipality vide Building Permit number SWS-OBPAS/1203/2023/0236 dated 18/12/2023. But for death of time, necessary experience, technical know how, skills and other abilities and facilities and adequate funds, the above mentioned land owner i.e. the party to the First Part, herein is unable to proceed with such a huge project with cost.

AND WHEREAS the said land owner is lacking of an well-equipped organisation to take up the project and to start and complete the proposed construction and by taking all sorts of steps for developing the said property by providing funds from his own sources.

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AND WHEREAS on the other hand the said Developer herein are engaged in civil construction and development of immovable properties of its kind, the owner has approached the developers i.e party to the Other Part to take up the project and complete the same over the schedule mentioned property by providing necessary funds.

AND WHEREAS the Developers have agreed to take up the project for development of the said property and to provide necessary funds for the said proposed project thereupon and to start and complete the same.

AND WHEREAS the land owner herein and the developers after a detailed discussion over the 'modus operandi' and all the terms and conditions in regard to the said construction as well as development of the said property, have agreed upon.

AND WHEREAS the developers have agreed to enter into this agreement on the representation of the owner that he is the absolute owner-in-possession of the said property and is entitled to enter into this agreement.

AND WHEREAS the developers have submitted a scheme for construction of a multi-storied residential building consisting of several Flats / units / car parking spaces on the basis of sanctioned building-plan which is approved by the Guskara Municipal Authority on terms that the developer would make construction of the proposed

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building and with the authority and power to procure the cost of construction from intending purchasers of Flats / units / car parking spaces of the proposed building and would make as an agent or agents for the intending purchasers to be secured by the Developer and would also realise the cost of construction of the flats / units / car parking spaces and common parts from the intending purchasers directly for self and the cost of proportionate share of interest in the land described in the schedule mentioned hereunder and would be proportionate to each such Flats/Units/Car Parking Spaces and common parts and upon receipt of such payment from the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest 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 purchasers who would execute proper sale deed / conveyance deed in respect of the said undivided, impartible and indivisible interest in the land. However, the Developer herein for the above purpose shall only be entitled to deal with, receive sale consideration amount to the intending purchaser/s for sale and be entitled to transfer by way of deed of conveyance in respect of the Developer's allocated portion of share in the said project building.

AND WHEREAS the aforesaid LAND OWNER, i.e the party to the First Part has accepted the said proposal of the DEVELOPER

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herein and hereby agreed to appoint the Developer for developing the property morefully described in the schedule hereunder written by making all sorts of construction of the proposed multi-storied residential building comprising several flats / units / Car parking spaces over the schedule mentioned property after obtaining sanction building plan from the Guskara Municipality at Purba Bardhaman.

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

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

ARTICLE-1

DEFINITIONS

- 1.1. **OWNER** shall mean the said Amit Poddar, son of Rajendra Poddar, resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101, which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors, successors, administrators, legal representatives and assignees.)
- 1.2. **THE SAID PROPERTY** shall mean the piece and parcel of land

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situated at Mouza - Guskara, J.L No. 110, appertaining to R.S and L.R Plot No. 3839, corresponding to Previous L.R Khatian No. 1220 (Nepal Chandra Roy) and 13175 (Tapan Kumar Roy), Present L.R Khatian No. 13751 (Amit Poddar), classification as Bastu, measuring an area 0.31 acres, Project measuring an area 12259 Sqft. within Ward No. 06, Mahalla - Gokul Sundari Primary School Road, Holding No. 29/A, under Guskara Municipality, P.O Guskara, P.S. Ausgram & District - Purba Bardhaman, along with a 16 feet wide Municipal Metal Road, situated on the Eastern side, which is morefully described in the schedule herein below and defined, delineated and marked in the sketch map attached to these presents.

- 1.3. **DEVELOPER** shall mean Poddar Realtors Pvt. Ltd., CIN No. U70109WB2011PTC169550, Pan-AAGCP2937G a company Registered under the Companies Act, 1956 having its Registered office at 1No. Parcus Road, P.O and P.S Burdwan, District - Purba Bardhaman, Pin 713101, represented by its present directors namely (1) Mr. Amit Poddar, PAN - ANUPP9819M, son of Rajendra Poddar and (2) Mr. Atul Poddar, PAN-AKCPP4765H, son of Rajendra Poddar, both are resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101 hereinafter called as DEVELOPERS and their legal

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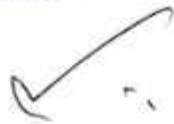
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representatives, heirs, executors, administrators and assignees.

- 1.4. **BUILDING** shall mean and include the residential building, consisting of proposed Multi Storied residential Building under the name and style "green View Apartment" to be constructed at the said premises or Holding with necessary additional structures in accordance with the plan / plans, sanctioned by the Guskara Municipality and other appropriate Authorities for construction of Multi Storied residential Flats/Units/Car Parking Spaces on the said Premises /holding which shall include parking spaces in the building.
- 1.5. **ARCHITECT** shall mean any technically experienced qualified person or persons of firm or firms to be appointed by the Developer as Architect of the said building to be constructed on the said Premises/ Holding.
- 1.6. **BUILDING PLAN** shall mean the plan /drawings of the proposed multistoried residential building to be constructed, vide Building Permit Number: SWS-OBPAS/1203/2023/0236, dated 18/12/2023 sanctioned by the Chairman, Guskara Municipality for construction of Flats / Floors/Units on the said holding which shall include parking spaces in the building on the said Municipal Holding to be prepared by the Architect and submitted to the Guskara Municipality for construction

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of the New Multi Storied residential building on the said holding with such other 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/PORCTIONS** shall mean and include corridors, stairs, roof, ways, passages, driveways if any, common lavatories, transformers, electric meters if provided by the developers, overhead tank, water pump, water and motor, water distribution line, lift, generator sets, paths, passages, staircases, and other spaces and facilities whatsoever required for the establishment, location, common use for enjoyment, provision, management and/or maintenance of the building as shall be determined by the developers (equal to all) in the new building and the owner of the building or otherwise required and the developer shall continue to manage and control all affairs until an Association or management committee is formed and take charge of the said building.
- 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. **SALEABLE SPACE** means the space in the Building which will be available for independent use and occupation after making

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the provision for common facilities and space required including car parking space.

- 1.10. **COVERED AREA** shall mean the plinth area of the said unit/flat/parking space including the bathroom and balconies and also thickness of the wall and pillars which include proportionate share of the plinth area of the common portions provide that if any wall be common between two units/flats/parking space then one-half of the area under which shall be included in each unit/flat/Car Parking Space.
- 1.11. **UNDIVIDED SHARE** shall mean the undivided proportionate share in the land attributable to each flats/units/parking spaces comprised in the said Holding and the common portion held by and/or herein agreed to be sold to the respective purchasers and also wherever the context permits.
- 1.12. **TRANSFER** with its grammatical variations shall mean and include transfer by possession and by other means adopted for affecting what is understood as a transfer of space in multistoried building to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 and the Transfer of Property Act.
- 1.13. **TRANSFeree** shall mean the person, firm, Limited Co., Association or person to whom may space in the building to



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be transferred.

- 1.14. FLAT UNIT** shall mean the flats and/or other space or spaces intended to be built and/or constructed and or covered area capable of being occupied.
- 1.15. WORD IMPARTING** shall mean Singular number shall include plural and vice versa, masculine gender shall include feminine and neutral genders, likewise words imparting feminine genders shall include masculine and neutral genders and similar words imparting neutral gender shall include masculine and feminine gender.
- 1.16. COMMON EXPENSES** shall include all expenses to be incurred by the co-owners for the maintenance, management and upkeeping of the Building in the said Holding- for common purposes.
- 1.17. COMMON FACILITIES AND AMMENITIES** shall mean the Hall, corridors, ways, stairways, stair passages, driving ways and the water -pump, (motor) Tubewell, Under-ground tank, overhead Tank (if any), Meter Room, Septic Tank, Boundary walls 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.


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- 1.18. **ADVOCATE** shall mean such person whom the Developers or the owner may appoint to look after the legal affairs relating to the Building Complex.
- 1.19. **POWER OF ATTORNEY:** With the execution of this agreement the owners shall, if required, or may cause to execute, a "Developer Power of Attorney" in favour of the Developers herein, or any nominated person/persons of the Developers in accordance with law, so that the Developers can proceed smoothly in pursuance with this agreement.
- 1.20. **FORCE MAJEURE:** Means and includes natural calamities, floods, and earthquakes and any other untoward event or events beyond the control of the Developers.

ARTICLE- II

COMMENCEMENT

- 2.1 That in pursuance of the said Agreement and subject to mutual obligations as are hereinafter stated between the parties hereto and the owner hereby appoint the Developer for the purpose of commencement of the Development work on the said Holding.

And accordingly this agreement shall be deemed to have commenced on and with effect from the date of execution of





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this Agreement first above written herein.

ARTICLE- III

PLANS AND OTHERS

- 3.1 That the owners shall make out marketable title to the schedule property mentioned hereunder free from all encumbrances upto the satisfaction of the Developer or his Advocate.
- 3.2 That the LAND OWNER shall hand over the Original copies of all relevant documents, settlement records, Municipality Tax Receipts (current), Land Revenue Receipts (current) and other relevant documents to the DEVELOPER within 7 (seven) days from the date of the execution and registration of this Development Agreement.
- 3.3 The Developers shall mutate the names of the existing owner if necessary or to be mutated in the records of Guskara Municipality in respect of the said holding at the cost of the owners.
- 3.4 The Developers shall at their own costs prepare a Map or plan sanctioned by the Guskara Municipality in the name of the owner or his nominees for the purpose of construction, erection and completion of New 'G' plus 'III' or Multi storied residential Building on the said Holding and also right to further



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construction over the G+III as per sanction by the Guskara Municipality.

- 3.5. The application, plans and other papers and documents referred to herein above shall be admitted by or in the names of the owner. All fees and other expenses incurred and/or to be incurred relating to the preparation of the plan by the Architect, Sanction Fees to be charged by the Municipality and supervision charges in the course of the construction of the building by the Architect and all other charges be relating to construction shall be borne and paid by the Developers.
- 3.6. That during construction of the multi storied residential building over the schedule mentioned property, if modification and or alteration of the building is required, than the developer has every right to submit supplementary Building Plan for the Purpose of the completing the construction of the multi storied Buildings over the schedule mentioned property. If any consent or signature of the owner is required in respect of above matter, the owner has to sign the same and has to cooperate in all matters in respect of getting supplementary sanction of Building Plan. And all the expenditures shall be borne and paid by the Developer and in this respect the LAND OWNER will not be responsible for any expenses for the development of this project.





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ARTICLE-IV

REPRESENTATIONS WARRANTIES AND BACKGROUND

- 4.1. **Owner's Representations :** The LAND OWNER has represented and warranted to the DEVELOPER as follows:
- 4.2. **Ownership of the said Property :** The Land Owner is the absolute lawful owner of and possessed of and/or otherwise well and sufficiently entitled to the said Property free from all encumbrances, charges, liens, claims, demands, mortgages, leases, Debutters, wakf, tenancies, licenses, prohibitions, restrictions, attachments, vestings, alignments, easements, liabilities and lispendens whatsoever.
- 4.3. **Marketable Title of Owner :** The Land Owner has a good and marketable title to the said schedule mentioned Property, and is entitled to enter into this Development Agreement on the terms and conditions contained herein without any permissions, approval, order or consent being required from anyone.
- 4.4. **Possession:** The Land Owner is in khas physical possession of the said Property.
- 4.5. **Mutation:** The said Property has already been mutated in the name of the LAND OWNER in the Government records under

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the West Bengal Land Reforms Act, 1955 and obtained conversion of the classification of land as Housing Complex under Section 4C of W.B.L.R. Act, 1955 if any.

- 4.6. Taxes Paid:** All Municipal rates and taxes, duties and impositions payable for said Property to Guskara Municipality as well as Khazna to B.L. & L.R.O. in respect of the said Property have been paid by the LAND OWNER till date.
- 4.7. Custody of Title Deeds:** The original documents of title in respect of the said Property will be handed over by the LAND OWNER to the DEVELOPER, simultaneously upon signing of this Development agreement and will remain in exclusive possession and custody of the Developer and no other person or entity has any right or entitlement in respect of the same. However, the Developer will handover the original title Deeds to the LAND OWNER as and when require and the LAND OWNER will return the same to the DEVELOPER immediately upon completion of production/ inspection.
- 4.8. No Legal Proceedings:** No suits and /or other legal proceedings are pending regarding the Property and there are no orders of Court or any other authority affecting the said Property and/ or the right title and interest of the owner herein. In case if any legal proceeding arise in relation to title of the said property





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the owner at his own cost and effort will settle the same within 180 days and ensure that construction work should not be hampered and keep developer fully indemnify in this regard.

- 4.9. Pass Through Charges:** Shall mean the Goods and Service Tax or any substitutes, additions or alterations or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.

ARTICLE- V

APPOINTMENT AND COMMENCEMENT

- 5.1 Possession :** Simultaneously with the execution of this agreement the developer shall be put in possession of the said property and the DEVELOPER shall be entitled at its own cost to post its security guard, put up the sign board of the project and take all steps for execution of the project.
- 5.2 Completion Time :** The Developer shall construct, erect and complete the Project buildings within a period of 36 months from the date of receipt of sanction plan from the Guskara Municipality as also any subsequent permissions registrations etc. that may be required for commencement of construction with a further grace period of 24 months. But the developer has also agreed to construct, erect and complete the owner's allocation portion as per specified in the supplementary

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agreement within a period of 36 months from the date of receipt of sanction plan from the Guskara Municipality. But however the developer is prevented by circumstances beyond the control of the developer including Force Majure such as Riots, Flood, Earthquake, Act of God and other natural calamities, order of any statutory authority and hindrances due to procedural delays. That the developer shall be entitled to have further graced period if construction of the proposed building is prevented by any prohibitory order of any court filed by any third person challenging the title or claim against the owner till disposal of the said legal proceeding.

- 5.3. The Developer shall at its own costs construct and erect in the New Buildings the common areas, amenities and facilities (collectively "Common Portions") . For permanent electric connection to the apartments/spaces in the New Buildings ("Units"), the intending purchasers (collectively "Transferees") shall pay the deposits demanded by the electric supply authority and other agencies as also the charges for HT electric equipment and cabling to the Developer. It is clarified that notwithstanding any thing to the contrary elsewhere, the Developer shall receive/collect from all the Transferees (1) the charges for HT electric equipment and cabling, (2) the charges for generator, (3) legal fees and (4) the deposits for maintenance,

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(5) proportionate share of Municipal Taxes, (6) sinking fund and (7) Lift installation charges and misc expences. Furthermore in this regard the Land owner herein also pay the charges of electric transformar and the charges for generator and Lift installation charges as per his allocation ration to the developer in cash.

- 5.4. Temporary Connections:** The Developer shall be authorized in the name of the LAND OWNER to apply for and obtain temporary connections of water, electricity, drainage and sewerage if required. It is however clarified that the Developer shall be entitled to use any existing electricity and water connection at the said Property.

ARTICLE- VI

POWERS AND AUTHORITIES

- 6.1. Power of Attorney for Sanction and Construction:** Simultaneously with the execution of this Agreement, the Owners have granted to the Developer and/or its nominees, a power of Attorney for the purpose of inter alia getting the Building Plans sanctioned and obtaining all necessary permissions etc for the Project Building.
- 6.2. Power of Attorney for Sale :** Simultaneously with the execution of this Agreement, the LAND OWNER have granted to the

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Developer and/or its nominees a power of Attorney for the purpose of booking and sale in the said Project in respect of the Developer's Allocation.

ARTICLE- VII

ALLOCATION OF SALEABLE CONSTRUCTED SPACES IN THE NEW BUILDINGS:

7.1 OWNER'S ALLOCATION :- The Owners' allocation shall mean and include 30% (thirty percent) of the Flats/Garages/Units area and/or floor area out of the portion of the total (G+III) Residential building under the name and style "Green View APARTMENT" to be constructed on the said Holding as sanctioned by the Guskara Municipality, the particular numbers of the Flats and Garages as mentioned herein below :

(a) The land owners herein will get two numbers of Flat being No. '1A' and '1E' in the First Floor, as per Municipal Sanctioned plan.

(b) The land owners herein will get three numbers of Flat being No. '2B' ; '2H' and '2G' in the Second Floor, as per Municipal Sanctioned plan.

(c) The land owners herein will get two numbers of Flat being No. '3C' ; and '3G' in the Third Floor, in total Seven numbers of





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Flats in favour of Land Owners as per Municipal Sanctioned plan.
And

(d) The land owners herein will get Four numbers of Garages/Car Parking Space in the Ground Floor, as per Municipal Sanctioned plan.

In total, Land Owner will get seven numbers of Flats and four numbers Garages/Car Parking Space as per his 30 % share allocation out of the portion of the total proposed building TOGETHER WITH proportionate undivided impartible share and/ or interests of the Land and common areas and facilities in the proposed building which falls and/or would lie and situate in the said property of the owner which may be more specifically described, defined and delineated in due course of time with the progress of the work upon as per the sanction of the proposed building plan by executing a supplementary agreement by and between the parties hereto in terms of and in pursuance of this agreement and which will be treated as a part and parcel of this agreement if necessary.

For every first advance booking amount collected from the intending purchaser/s of each units/flats in the said proposed buildings, the owners shall be entitled to collect the advance money of his except developer's allocation share at the time of execution of the relevant agreements for sale. The owner shall be entitled to get



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only 30% of the construction floors area shall, be paid or accepted subject to on condition of their adjustment with the final allocation and or consideration amount which may be due and payable to the owner. Furthermore for every first advance booking amount collected from the intending purchaser/s of each units in the said proposed buildings, the owners shall be entitled to collect the advance money from their allocation and to execute agreement for sale with the intending purchasers after Developers will handing over possession of their respective owner's allocation from the developer.

7.2. DEVELOPER'S ALLOCATION - The Developer's allocation shall mean and include 70% (seventy percent) of the Flats/Garages/ Units area and/or floor area out of the portion of the total Multi storied (G+III) residential Building under the name and style "GREEN VIEW APARTMENT" to be constructed on the said Holding as sanctioned by the Guskara Municipality, the particular numbers of the Flats and Garages as mentioned herein below :

(a) The Developers herein will get Six numbers of Flat being No. '1B'; '1C'; '1D'; '1F'; '1G' and '1H' in the First Floor, as per Municipal Sanctioned plan.

(b) The Developers herein will get five numbers of Flat being No. '2A'; '2C'; '2D'; '2E'; and '2F' in the Second Floor, as per Municipal Sanctioned plan.

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(c) The Developers herein will get Six numbers of Flat being No. '3A' ; '3B' ; '3D' ; '3E' ; '3F' and '3H' in the Third Floor, in total Seventeen numbers of Flats in favour of Land Owners as per Municipal Sanctioned plan. And

(d) The Developers herein will get Eight numbers of Garages/Car Parking Space in the Ground Floor, as per Municipal Sanctioned plan out of the portion of the total proposed building TOGETHER WITH proportionate undivided impartible share and/or interests of the Land and common areas and facilities in the proposed building which falls and/or would lie and situate in the said property of the owners which may be more specifically described, defined and delineated in due course of time with the progress of the work upon as per the sanction of the proposed building plan by executing a supplementary agreement by and between the parties hereto in terms of and in pursuance of this agreement and which will be treated as a part and parcel of this agreement if necessary and which will be treated as a part and parcel of this agreement. The developer shall also get the legal right over the roof for its maintenance and fixing up over head tank with water distribution pipe line and other necessity of the building upon construction of the said multi storied residential building as per sanctioned by the Guskara Municipality Burdwan and if required the supplementary agreement with the same percentage of shares i.e owner will get 30%

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and Developer will get 70% to be made by both the party after obtaining the sanctioned plan for further extension of the floor if any in future.

No monetary transaction in between the Land owner and the developer except the abovementioned allocation.

- 7.3. Developer has full rights and authority to sell out the Developer's allocation portion of the entire project buildings after giving the registered deed of Developer Power of Attorney.
- 7.4. After sanction of the building plan, both the Land Owner and Developer will alloted their respective area on proportionate basis and if necessary there will be a Supplementary Agreement for further clearance in between the Land owner and the Developer.
- 7.5. **Transfer in favour of Transferees:** The Units in the new Buildings shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale followed by handing over of possession to them and ultimately transferring title by registered Deeds of Conveyance. The costs of all Agreements and Deeds of Conveyances, etc. including stamp duty, registration fees, legal fees and expenses shall be borne and paid by the Transferees. Both the Owner and the Developer shall be parties in all such Agreements and Deeds

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of Conveyance and shall transfer their respective right, title and /or interest therein in favour of the Transferees. The Deeds of Conveyance/Agreements may be executed and registered on the basis of Power(s) of Attorney.

Be it mentioned here that after completion of the Project Building, the Developer handed over the Owner's Allocation share in favour of the Land Owner and Land Owner after full satisfaction of their respective allocation portion shall have full right and authority to sell their allocated portion share to any tranferees/Purchasers.

ARTICLE - VIII

OCCUPANT

- 8.1. All the areas mentioned in schedule below to be vacated by the land owners in all respect and handed over to the Developer for the purpose of Construction of Multi storied Building.

ARTICLE - IX

COST OF CONSTRUCTION/COMPLETION

- 9.1. The entire cost of construction of the said proposed Building or whatsoever nature shall be borne by the Developers, such costs shall include the cost of all service amenities, fittings and fixtures, price rising in the cost of materials used for

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construction, fees payable to the Architect and Engineers in respect of the Construction, costs for the purpose of obtaining all other permission and approvals. The owner shall not be required to contribute any amount on that behalf.

- 9.2. The Developer submitted and obtained plan for sanction to Guskara Municipality after completion of all the papers and documents relating to the said schedule mentioned property after execution of this agreement and shall commence construction of the said new building after obtaining sanction from the appropriate authorities concerned.
- 9.3. **Completion Time:** With regard to time of completion of the project, it has been agreed in between the parties that subject to circumstances of Force Majeure, the developers shall try to complete the entire process of development of the said property and construct, erect and complete the new building within the period of 36 months from the date of sanction of Building plan and 24 months grace period due to force majeure.

ARTICLE - X

POSSESSION AND PAYMENT

- 10.1. Within 15 days from the date of the plan being sanctioned by the Guskara Municipality the owners shall put the developer in the exclusive possession to the said Holding as agreed upon.





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- 10.2. 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 their allocation which mentioned in the schedule mentioned hereunder.
- 10.3. That the Developer shall be entitled to collect and realise consideration money for the developer's allocation from the intending purchasers for Shops/flats/units/parking spaces price.
- 10.4. The flats will not be considered as complete unless the Developers have given notice to this effect to the Flat Owner or the Association that the building has been completed.

ARTICLE -XI

DEVELOPER'S OBLIGATION

- 11.1. The Developers shall not make any deviation of sanction plan of the construction of the said building on the said Holding.
- 11.2. That after completion of the entire project building under the name and style Green View Apartment, agreed between the parties, the developer shall have duties and responsibilities to provide completion certificate from the appropriate Authority.
- 11.3. That Developer have all the right to take any advance for

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booking flat and all the payment for sale value of flat or garage in respect of the Developer's allocation.

ARTICLE -XII

SPACE ALLOCATION

- 12.1. According to the completion of the building the owner shall be entitled to obtain physical possession only 30% share value of the above mentioned specified Units, flat and car parking spaces and rest 70% share value of the sale proceed of the said specified area deducted for the project cost by the developers accordingly and the balanced constructed area being other portions of the said building if any shall belong to developer and the owner as per their allocation and in case of extention of building the same allocation in between the developer and owners shall continue.
- 12.2. Subject as aforesaid and subject to the Owner's allocation and undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and open space exclusively belong to the owner and the entending purchasers and the developers and the developer contained herein as to be decided and embodied in the provisions of the supplementary Agreement to be made by both the parties after obtaining the sanctioned plan.





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- 12.3. The developers shall be entitled to deal with sale, transfer, grant leases and/or in any way to dispose of their respective allotments and to receive, realise and collect all sale- proceeds, rents, issues and profits arising therefrom and for which no further consent of the owner shall be required.

ARTICLE - XIII

DELIVERY OF POSSESSION

- 13.1. That immediately after completion of the new building the owner shall execute deeds of conveyance in respect of undivided share of interest on the land of such part/ parts as shall be required by the Developer in favour of the Developer or its prospective buyers as per his own choice or as mention by the Developer as per his respective shares..
- 13.2. That the owner after approval of the draft shall upon receipt of notice to take possession of the owner's allocation sign and execute the deed of conveyance in favour of the nominee of the developer and in any event the developer shall be and is here by authorised to execute as the constituted attorney, the deed of conveyance in the name of the owner in favour of the developer or their nominees after having issued notice to the owner to take possession.

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ARTICLE - XIV

ARCHITECTS, ENGINEERS ETC.

- 14.1. That for the purpose of the development of the said Holding, the developer shall alone be responsible to appoint architect for the said building and the certificate given by the architect regarding the materials to be used of construction, erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties.
- 14.2. 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.

ARTICLE - XV

IDENTITY

- 15.1. The Developer shall be fully responsible for any deviation or any unauthorised construction or any accident or mishap while making any construction and in no event the owner shall incur any liabilities in respect thereof.
- 15.2. The stamp duty, registration charges and expenses in connection with the preparation and execution of this deed of

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Agreement and Power of attorney shall be entirely borne by the developer or its nominees.

- 15.3. The owner shall not be liable for any consideration received from the prospective purchasers regarding the developer's allocation after the development and handed over of the said premises.
- 15.4. The Developer shall be fully responsible for any kind of structural damage of the building of the said holding number and the owner or his nominees shall not be responsible for that.

ARTICLE - XVI

MAINTENANCE

- 16.1. The owner and the Developer from the date of delivery of possession of the owner's allocation maintain their portion at their own costs in good repair and tenantable condition and shall not do or suffer to be done anything in or to the shall Holding and/or common areas or passages of the said Building which may be against law or which will cause obstruction or interference to the users of such common areas.
- 16.2. That after the said building is completed the developer shall form an association with the occupants of the various flats of their shares in the said building with such rules and regulations





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as the developer shall think fit for proper maintenance of the said new Building.

- 16.3. That until such proper Association is formed, the Developer shall continue to remain responsible for the maintenance of the new Building.

ARTICLE - XVII

OBLIGATION OF THE OWNER

- 17.1. The owner shall grant a Registered Power of Attorney in favour of the Developers or that nominee to enable him to proceed with obtaining of the license, Sanction of plans, sanctions in respect of the Building to be constructed on the said Holding and authorising the Developer to represent the owner before the Guskara Municipality and all other statutory authorities. The said power of attorney shall continue to be in force so long as this agreement subsists and till the completion of this project and also handed over all the intending purchaser/s.
- 17.2. The owner shall sign and execute necessary application papers, 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 title to the Developers allocation in the said Holding.

The owner shall execute power of attorney to empower





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the developer to sell their shares and deliver possession thereof after handing over the allocation of the owners by the developers.

- 17.3. The owner hereby further agree and undertake not to do any act deed or things whereby the Developers may be prevented from construction the proposed Building and completing the same subject to the provision of clauses mentioned therein.
- 17.4. The owner hereby agree and undertake not to cause any interference or hindrances in the work of construction of the Building on the said Holding by the Developers.
- 17.5. **No Obstruction in Dealing with Developer's Function :** The Owner covenant not to do any act, deed or thing whereby the developers may be prevented from discharging its function under this agreement.
- 17.6. **No Obstruction in construction:** The Owner covenant not to cause any interference or hindrance in the construction of the new building.
- 17.7. **No Dealing with Said Property:** The Owner covenant not to let out, grant lease, mortgage and /or change the Said Property or any portion thereof save in the manner envisaged by this Agreement.

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ARTICLE - XVIII
BORROWINGS/LOANS

- 18.1. That the Developers shall be at liberty to take financial assistance from any Nationalised Bank or any Pvt. Bank or any other financial institution or person at their discretion and if required the owners shall put his/their signatures as a token consent on the relevant project over the schedule mentioned property issued by the Banks or any other financial institutions with mortgage any of the property or the demised property and its relevant original deed or deeds of the said property in the name of the Land Owner.

ARTICLE - XIX
OWNER'S RIGHTS AND REPRESENTATIONS

- 19.1. The owner hereby declare that he is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
- 19.2. The owner hereby declare that there is/are no other owner or owners or any other lawful claimants in respect of the said property, and in future if any person or persons happens to claim his/her/their shares in the said property in that case the owner herein (who is signing this agreement) shall be liable


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for that which shall be adjusted from the present owner's allocation.

- 19.3. The owner shall co-operate with the Developers in every possible manner and do all such things as and when required for furtherance and successful completion of the said project including rendering of full assistance and co-operation to the Developers in obtaining sanction of the site plan as well as building plan, loan for the said project from any financial or banking institutions etc. at the Developers' costs.
- 19.4. The owner shall not be liable to incur any portion of the costs of and/or incidental to the project.
- 19.5. The owner or his constituted attorney shall be liable to execute such deeds of conveyance and documents in favour of the intending purchaser/s and/ or transferee/s as are required to be made at the instance of the Developers for effective transfer of any space in the building in respect of the said property.
- 19.6. The Owner hereby agree and covenant with the Developers not to cause any interference or hindrance in the construction of the buildings on the said property by any way if the building materials are otherwise of good condition and of standard qualities.





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- 19.7. The Owner hereby agree and covenant with the Developers not to do any act or deed or thing whereby the Developers may be prevented from selling, assigning and/or disposing of any portion or portions of the space in the proposed building or of the said property.
- 19.8. The Owner hereby agree and covenant with the Developers not to let out, grant, transfer, assign, lease, mortgage and/or create charges in any portion or portions of the space in the proposed building or of the said property by his own way save and except at the instance of the Developers and shall co-operate in all respect with the Developers in disposing of any portion or portions of the flat area and space in the proposed building or of the said property including the Developers' allocation.
- 19.9. The owner hereby grant, subject to what has been herein provided, exclusive right to the Developers to build upon the scheduled plots of land and to construct new buildings thereon in accordance with the plan sanctioned by the competent authorities with or without any amendment and/or modifications thereto made or caused to be made by the parties hereto.

ARTICLE - XX

Signature
by



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DEVELOPER'S RIGHTS AND REPRESENTATIONS

- 20.1. All applications, plans and other papers and documents as may be required for the purpose of obtaining necessary sanctions from the appropriate authorities shall be prepared and/or submitted by the Developers on behalf of the Owner at the Developers' costs and expenses and the Developers shall incur all expenditures of and/or incidental to the said project and shall pay all charges and bear all fees and remunerations including that of architect, chartered accountant and lawyer, which are required to be paid for effective exploitation of the said property ; provided however, that the Developers shall be exclusively entitled to get refunds, if any, of any or all payments and/ or deposits that are made by the Developers for the aforesaid purposes.

Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the promoter or as creating any right, title or interests in respect of the Developers, other than an exclusive right and interests of the Developers to the same in terms hereto and to deal with the project in the manner herein stated.

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ARTICLE - XXI

CONSIDERATION:

- 21.1.** In consideration as aforesaid the Owner has agreed to permit the Developers to construct, erect and build new buildings in accordance with the plan in and over the said plots of land.

The Developers shall construct and complete the multi storied building in accordance with the plan sanctioned by the Guskara Municipality and shall make it fit for occupation with proportionate right in all common portions of the said new buildings.

ARTICLE - XXII

POSSESSION & DEMOLITION:

- 22.1.** Immediately on or upon execution of these presents the Owner shall give quiet, peaceful, vacant and unencumbered possession of the scheduled plots of land to the Developers AND with the execution of this agreement the Developers shall acquire right to survey the entire premises and for making soil testing and preparation for construction of the proposed buildings as would be necessary.

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ARTICLE - XXIII

COMMON LIABILITIES AND FACILITIES:

- 23.1. The Developers shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings and impositions whatsoever in respect of the said property which are accruing due as and from the date of execution of these presents and handing over of vacant and peaceful possession of the said property to the Developers till the date of actual transfer of the same to the transferees AND if there be any dues of such rate/s which have accrued before the date of execution of these presents and/or handing over of the said property to the Developers, that would be borne by the Owner exclusively.
- 23.2. If any such above rates, taxes, and/ or fees are paid by either of the parties without actually and/ or properly ascertaining their mutual liabilities and obligations as determined hereinabove, they shall be reimbursed by either of the parties as the case may be.
- 23.3. The Owner shall not do any act, deed or thing whereby the Developers are prevented from doing construction of the proposed buildings and successful completion of the said project.

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ARTICLE - XXIV

COMMON RESTRICTION:

- 24.1. Both the parties shall be guided by all Laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without invading the mutual rights and obligations of the parties.

ARTICLE - XXV

BREACH AND CONSEQUENCES

- 25.1. In the event of either party of this Agreement committing breach of any his obligations under this Agreement, the aggrieved party shall be entitled to specific performance and also to recover damages or compensations to make good the loss sustained by the aggrieved party on account of such breach from the party committing the Breach.
- 25.2. Essence of Contract : In addition to time, the Owner and the developers expressly agreed that the mutual covenants and promises contained in this Agreement shall be the Essence of Contract.

ARTICLE - XXVI

OWNERS' INDEMNITY:

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- 26.1.** The owner hereby undertake that the developers shall be entitled to construct the said proposed buildings and the same in terms hereto without any interference and/ or disturbance by the owner.

ARTICLE - XXVII

DEVELOPERS' INDEMNITY:

- 27.1.** The developers hereby undertake to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the developers or in relation to the construction of the said new buildings strictly in terms of the plan sanctioned by the competent authority.

ARTICLE - XXVIII

MISCELLANEOUS:

- 28.1.** Nothing in these presents shall be construed as a demise or assignment or conveyance by the owner of the said property or any part thereof to the developer creating thereby any right title and interest in respect thereof in the developers other than an exclusive right to exploit the same in terms hereof, provided however, the developer shall be entitled to borrow money/loan from any financial Institutions, Bank or Banks without creating

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any financial liability on the owner or affecting his estate, and the owner shall not be encumbered and/or be liable for payment of any dues arising out of such financial liability and for that purpose the developers shall keep the owner's indemnified against all claims, actions, suit, proceedings and costs, charges and expenses in respect thereof.

- 28.2. Any notice required to be given by the developers shall without prejudice to any other mode of service available be deemed to have been served upon the owner if sent to him under registered post with acknowledgement dues at the address given in this agreement.
- 28.3. The owner hereby fully agree and consent that the developers shall have the right to advertise, fix hoardings or sign boards of any kind relating to the publicity and for the benefit or commercial exploitation of the new buildings pertaining to the said project at his own costs and risks from the date of execution of this agreement, and upon completion of such buildings and constructions or earlier, all such advertisements and hoardings shall be cleared of by the developers at their own costs.
- 28.4. That after completion of the said project, Land Owner as well as the Developer as well as the Purchaser/s will bear the



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Electricity, transformer charges and cost of the Generator as per their allocations/Purchased in relation of the Flat and/or car parking space.

ARTICLE - XXIX

FORCE MAJEURE:

- 29.1. 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/ were prevented by any force majeure, and this contract shall remain suspended during the subsistence of such force majeure, if any.

ARTICLE - XXX

JOINT OBLIGATION:

- 30.1. The Developers shall develop and construct multi-storied buildings on the said property after utilizing the available Floor Area Ratio as per the existent rules and regulations under the law of the land.
- 30.2. The Owner shall lend his name and signature in all papers, plans, documents and deeds (if required) which may come in the way of the development and for successful implementation and/ or execution of the project since the project will be that

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of the developers' in the name of the owner.

ARTICLE - XXXI

ARBITRATION

- 31.1. In case of any dispute difference or question arising between the parties with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement and same shall be referred to arbitration under the provisions of The Arbitration Act, 1996 and or statutory modification or enactment thereto under the Joint Arbitration. If the Arbitrators fails to resolve the dispute then the same will be resolved by due course of law under the specific and relevant provision of The Arbitration and conciliation Act, 1996.

ARTICLE - XXXII

: JURISDICTION :

Appropriate courts at Burdwan, District Puba Bardhaman shall have the territorial jurisdiction to entertain all disputes and actions between the parties herein.

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ARTICLE - XXXIII

FIRST SCHEDULE REFERRED TO ABOVE
(The demised Plots of Land)

ALL THAT the pieces and parcel of Land situated at District - Purba Bardhaman, P.S. Burdwan Sadar, Sub Registry Office Burdwan of Mouza - Guskara, J.L No. 110, appertaining to R.S and L.R Plot No. 3839, corresponding to Previous L.R Khatian No. 1220 (Nepal Chandra Roy) and 13175 (Tapan Kumar Roy), Present L.R Khatian No. 13751 (Amit Poddar), classification as Bastu, total measuring an area 0.31 acres, Project measuring an area 12259 Sqft. within Ward No. 06, Mahalla - Gokul Sundari Primary School Road, Holding No. 29/ A, under Guskara Municipality, P.O Guskara, P.S. Ausgram & District - Purba Bardhaman, along with a 16 feet wide Municipal Metal Road, situated on the Eastern side which is morefully described in the schedule herein below and defined, delineated and marked in the sketch map attached to these presents.

PROJECT CATEGORY ground floor with III STD (G+III) Residential Flat Building at Mouza Guskara, J.L No. 110, Mahalla - Gokul Sundari Primary School Road, of Ward no. 06 under Guskara Municipality and construction over the said land with sanctioned plan by the Guskara Municipality which is more fully defined, delineated and marked in the sketch map attached to these presents,

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TOGETHER WITH all liberties, privileges and Easement, common facilities and amenities, appurtenant thereto and over and beneath the road/ common passage and TOGETHER WITH all rights, title, interests, possession of the owner through his predecessors and Which are butted and bounded as follows :

On the North - Land of Gopal Gobinda Roy and Land of Kalachand Biswas

On the South - 2.591 Meter wide Muncipal Road

On the East - 4.724 Meter or 16 feet more or less wide Municipal Road

On the West - Plot No. 3840 and together with all rights liberties and Easements including the easementary right of egress and ingress over the schedule mentioned property and otherwise all common rights free from all sort of encumbrances, charges, mortgages, liens, attachments etc.

THE SECOND SCHEDULE ABOVE REFERRED TO ;

"COMMON PORTIONS"

SECTION A :

(Common Areas and installations in respect whereof only right of user in common shall be granted)

a) Lobby and staircase of the particular Building wherein the said

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District Sub-Registrar 1
Purba Bardhaman

29 FEB 2024

Flat is situated.

- b) Ultimate Roof, Lifts, lift machinery, lift pits, chute and machine rooms.
- c) Common drains, sewerages and pipes.
- d) Common water reservoirs, water tanks, water filtration plant, water pipes (save those inside any Flat) and deep tubewell (if any, allowed by the Municipality) appurtenant to the Buildings.
- e) Wires and accessories for lighting of Common Areas of the Buildings.
- f) Pumps and motors,

SECTION B :

(Common installations for which proportionate additional separate costs are to be paid by the Purchaser only)

- a) Electrical installations including meters, transformer and/or sub station that may be installed for receiving electricity from the body supplying electricity.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Flats.
- c) Other facilities or installations, if any, provided for the

Signature
Sw.



District Sub-Registrar 1
Purba Bardhaman

29 FEB 2024

common use of the Unit Owners of the Premises and not covered by Section A hereinabove.

- d) Common HT / LT line Transformer & Generator set in the said building complex including costs of transformer, Generator and expenses for cabling and ancillary equipments are provided by the Land Owners and the Developers as per their allocation ratio which will be decided by the Developer.

: THE THIRD SCHEDULE ABOVE REFERRED TO :

(Specifications of Construction)

(Fittings and fixtures to be provided in the Unit)

- (I) **FOUNDATIN AND STRUCTURE** : The building is designed and will be built on R.C.C. foundation resting on bored piles and R.C.C. frame structure with necessary brick work and work as per the drawings and specification provided by the Architecture.
- (II) **DOORS** : Wood door frame with 35mm thick flush shutters having sprit polish teak finished on one side of the door except for Kitchen, Bedrooms, and toilet doors which will have commercial faced, inner sides painted with matching enamel paint. Entrance door shall have night latch, and a magic eye. Bedroom and kitchen doors shall have lock and doorstopper

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District Sub-Registrar †
Purba Bardhaman

29 FEB 2024

and the toilet doors will have bathroom latch.

- (III) **WINDOWS:** All windows will be standard section 1.5 mm, Powder coated / UPVC window with glass insert in each shutter fitted with matching fittings.
- (IV) **FLOORING:** The flooring of the entire flats will be finished in vitrified tiles of approved make.
- (V) **TOILETS:**
- (a) Designer ceramic tiles on the walls up to door height.
 - (b) Water closets - European type commode with low level cistern.
 - (c) Standard hand basin.
 - (d) All the piping shall be in the concealed system,
 - (e) Hot and cool water line with provision for installation of geysers.
 - (f) Sleek C.P. fittings.
 - (g) Glass mirror.
 - (h) Anti skid vitrified tiles on floor.
- (VI) **KITCHEN:**
- (a) Granite top cooking platform with one stainless steel sink with proper tap fittings.

Signature
hw.



District Sub-Registrar 1
Purba Bardhaman

29 FEB 2024

- (b) Wall of kitchen will be covered with ceramic tiles up to a height of two feet above the counter.

(VII) DECORATION WORK: Inside wall will be finished with plaster of Paris punning and exterior surface of wall will be finished with combination of textures paint/glazing as per architectural drawings.

(VIII) ELECTRICAL WIRING AND FITTINGS AND GENERATOR POWER:

- (a) Total concealed wiring for all the rooms provided with electrolytic copper conductors.
- (b) Air-conditioning plug point in all bedrooms.
- (c) Geyser point in toilets.
- (d) Light and plug point in dining / drawing and bedrooms as per architectural drawings.
- (e) Proper provision of Electrical Switches and Boards for Fridge/ Microwave and / or other Kitchen appliances.

The above mentioned property is situated within the area of Guskara Municipality.

The 'land revenue' of the said property is to be paid as assessed for the purpose, to the State of West Bengal through the B.L. & L.R.O. Ausgram-I, Guskara, District - Purba Bardhaman.

Signature
Law,



District Sub-Registrar 1
Purba Bardhaman

29 FEB 2024

In a separate sheet of paper 10 finger prints of both hands and colour photos of both the parties are annexed herewith this deed which will be treated as part and parcel of this deed.

IN WITNESS WHEREOF the Parties hereunto have set an subscribed their respective photo and puts their respective ten finger prints and signature in the separate demy 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.

In presence of Witness :

x1. Ashoke K. Ghosh
SPLT. S.P. Ghosh
Law Clerk
Burdwan Court
Burdwan

2. Suman Das
No L.T. Jyanta Kuma Das
Sanjay chandrahetti
Burdwan, 713102

Amit K. Das

SIGNATURE OF THE LAND OWNER
PODDAR REALTORS PVT. LTD.

Amit K. Das

PODDAR REALTORS PVT. LTD. Director

Amit Podda

Director

SIGNATURE OF THE DEVELOPER

Drafted by me & typed in my office -

Mrinmoy Sinha
Advocate

Burdwan District Judges Court, Burdwan
Enrolment No. WB 144 of 1997



District Sub-Registrar 1
Purba Bardhaman

29 FEB 2024

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

SIGNATURE *Amrithodda*



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

SIGNATURE *Atul Podda*

Director



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

SIGNATURE *Amrithodda*

Director



PODDAR REALTORS PVT. LTD.



District Sub-Registrar 1
Purba Bardhaman

29 FEB 2024

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA




AMIT PODDAR

RAJENDRA PROSAD PODDAR

10/09/1986

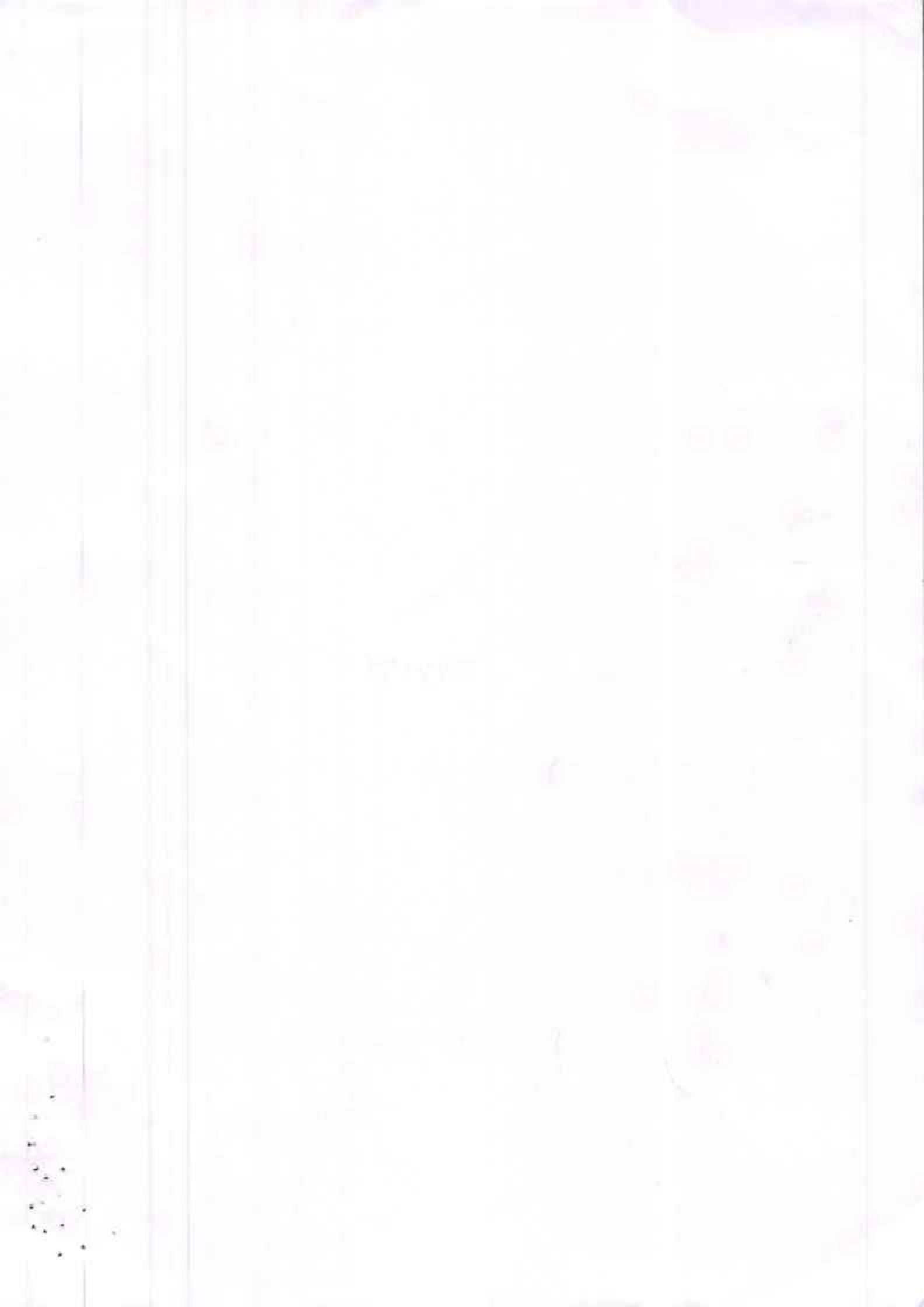
Permanent Account Number
ANUPP9819M

Amit Poddar
Signature



60032006

Amit Poddar



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PODDAR REALTORS PRIVATE LIMITED



17/11/2011

Permanent Account Number

AAGCP2937G

03122011

इस कार्ड को खोलने / पाने पर कृपया सूचित करें / सावधान :
आयकर पेन सेवा इकाई, एनएसयूई एल
सीसरी मंजिल, सफायर चेंबर,
बानेर टेलिफोन एक्चेंज के नजदीक,
बानेर, पुना - 411045

If this card is lost / someone's lost card is found,
please inform / return to :
Income Tax PAN Services Unit, NSDL,
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

PODDAR REALTORS PVT. LTD.
Amal Poddar

Director

PODDAR REALTORS PVT. LTD.

Amal Poddar

Director

PROCTOR & KEMBLE

Director

PROCTOR & KEMBLE
10000
Director

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AKCPP4765H



नाम/Name
ATUL PODDAR

पिता का नाम/Father's Name
RAJENDRA PRASAD PODDAR

जन्म की तारीख/
Date of Birth
10/10/1983

Signature

1902204

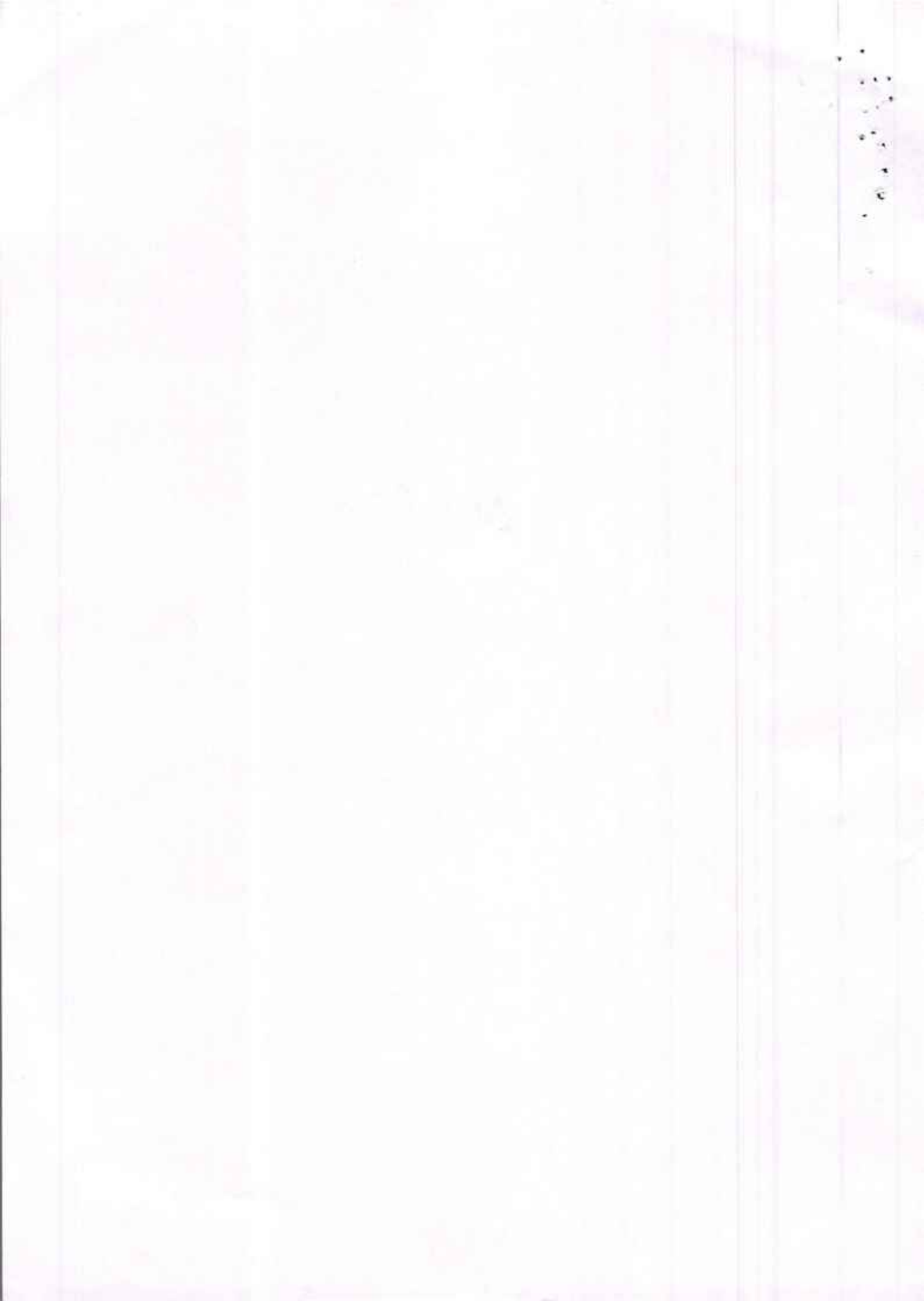
इस कार्ड के खोने/पाने पर तुरन्त सूचित करें/रिपोर्ट करें।
आयकर विभाग द्वारा, प्रोटीज एंड टेक्नोलॉजीज लिमिटेड
(पूर्व में एनआईएल ई-गवर्नेंस इन्फ्रास्ट्रक्चर लिमिटेड)
की ओर भ्रष्टाचार, लपेटाव और,
कानून तोड़, कानून,
फोन - 811001



*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, Crossair Technologies Limited
(Formerly NIELT e-Governance Infrastructure Limited)
46 Floor, Sanghvi Chambers,
Bandra Road, Bandra,
Mumbai - 401 045.
Tel: 81-20-2321. Email: pan@crossairtechnologies.in
www.niel.gov.in, pan.gov.in

Atul Poddar



GOVT. OF WEST BENGAL
INDIAN UNION DRIVING LICENCE

No. **WB-4120030030255** Issue Dt. **22-09-2003**
Name : **ASHOK KR GHOSH**
S/D/W of : **LT S PD GHOSH**
Address : **SUATA
AUSHGRAM
BURDWAN**

FORM 7



Blood Gr. **U** D.O.B. **21-01-1968**

Authorisation to drive the following vehicle class throughout India

Vehi. Class	MCWG	LMV-NT		
Issue Dt.	22-09-2003	26-04-2018		
Vehi. Class				
Issue Dt.				

Holder's Signature

Vehi. '88	Non Transport	20-01-2023	AEDL	Passed on 03-09-2018
	Transport			

Licensing Authority
Purba Burdwan RTO

Handwritten text, possibly a signature or a name, written in blue ink. The text is faint and difficult to decipher, but appears to be a single line or a short phrase.

Small handwritten marks or characters in the bottom left corner, possibly a date or initials.



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



280220242040388153

GRIPS Payment Detail

GRIPS Payment ID:	280220242040388153	Payment Init. Date:	28/02/2024 17:08:02
Total Amount:	2024	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	0659408809033	BRN Date:	28/02/2024 17:08:15
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

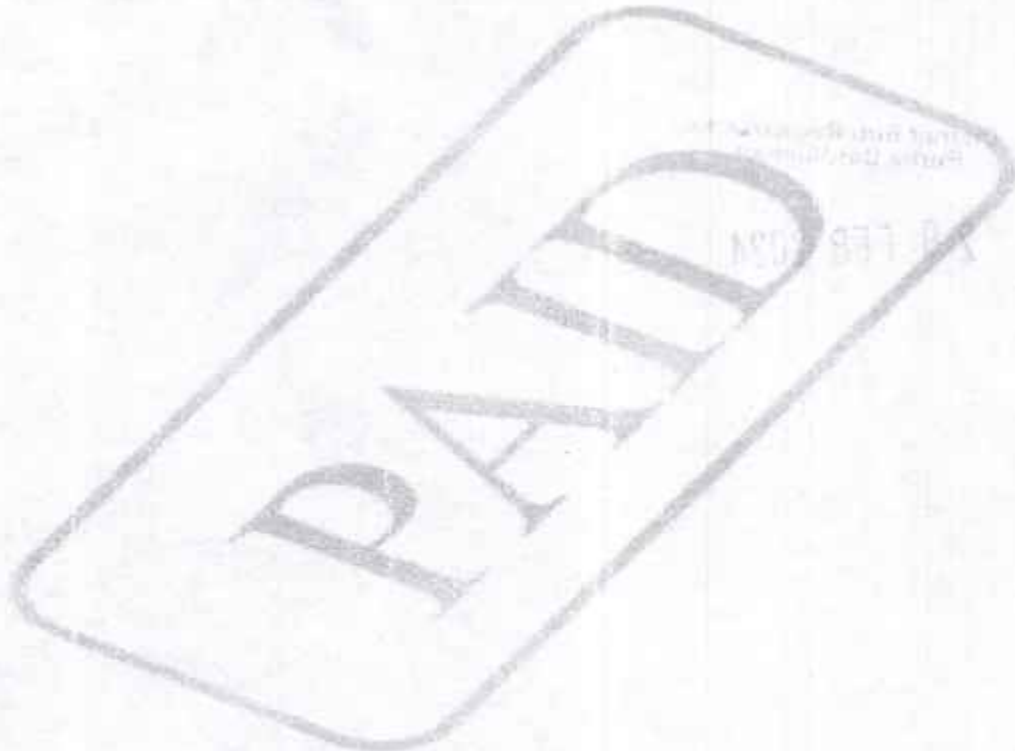
Depositor's Name: Mr MRINMOY SINHA
Mobile: 8637322575

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240403881548	Directorate of Registration & Stamp Revenue	2024
Total			2024

IN WORDS: TWO THOUSAND TWENTY FOUR ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





✓

District Sub-Registrar 1
Purba Bardhaman

29 FEB 2024

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



192023240403881548



GRN Details

GRN:	192023240403881548	Payment Mode:	SBI Epay
GRN Date:	28/02/2024 17:08:02	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0659408809033	BRN Date:	28/02/2024 17:08:15
Gateway Ref ID:	50577742	Method:	Axis Bank-Retail NB
GRIPS Payment ID:	280220242040388153	Payment Init. Date:	28/02/2024 17:08:02
Payment Status:	Successful	Payment Ref. No:	2000529000/2/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr MRINMOY SINHA
Address: BURDWAN
Mobile: 8637322575
Period From (dd/mm/yyyy): 28/02/2024
Period To (dd/mm/yyyy): 28/02/2024
Payment Ref ID: 2000529000/2/2024
Dept Ref ID/DRN: 2000529000/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C	Description	Head of A/C	Amount (₹)
1	2000529000/2/2024	Property Registration	Stamp duty	0030-02-103-003-02	2010
2	2000529000/2/2024	Property Registration	Registration Fees	0030-03-104-001-16	14
Total					2024

IN WORDS: TWO THOUSAND TWENTY FOUR ONLY.

PAID



✓
District Sub-Registrar 1
Purba Bardhaman

29 FEB 2024

Major Information of the Deed

Deed No :	I-0201-01696/2024	Date of Registration	29/02/2024
Query No / Year	0201-2000529000/2024	Office where deed is registered	
Query Date	26/02/2024 9:37:54 PM	D.S.R. - I Purba Burdwan, District: Purba Bardhaman	
Applicant Name, Address & Other Details	Srimanta Chandra Burdwan District Judges Court,Thana : Bardhaman , District : Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No. : 9735199321, 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. 1/-	Rs. 34,13,371/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,010/- (Article:48(g))	Rs. 46/- (Article:E, E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Purba Bardhaman, P.S:- Ausgram, Municipality: GUSHKARA, Mouza: Guskara, , Ward No: 6 JI No: 110, Pin Code : 713128

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-3839 (RS :-)	LR-13751	Bastu	Bastu	12259 Sq Ft	1/-	34,13,371/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
Grand Total :					28.0936Dec	1 /-	34,13,371 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Amit Poddar (Presentant) Son of Mr Rajendra Poddar Executed by: Self, Date of Execution: 29/02/2024 , Admitted by: Self, Date of Admission: 29/02/2024 ,Place : Office		 Captured	
		29/02/2024	LTI 29/02/2024	29/02/2024






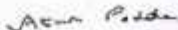
11

7 Hriday Sarkar Lane, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman
 , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu,
 Occupation: Business, Citizen of: India, PAN No.:: anxxxxx9m,Aadhaar No Not Provided by UIDAI,
 Status :Individual, Executed by: Self, Date of Execution: 29/02/2024
 , Admitted by: Self, Date of Admission: 29/02/2024 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	POddar Realtors Private Limited 1 No. Parcus Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 , PAN No.:: aaxxxxx7g,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Amit Poddar Son of Mr Rajendra Poddar Date of Execution - 29/02/2024, , Admitted by: Self, Date of Admission: 29/02/2024, Place of Admission of Execution: Office		 Captured	
	Feb 29 2024 11:54AM	LTI 29/02/2024	29/02/2024	
	7, Hriday Sarkar Lane, City:- Burdwan, P.O:- BURdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: anxxxxx9m,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Poddar Realtors Private Limited (as Directors)			
2	Name	Photo	Finger Print	Signature
	Mr Atul Poddar Son of Mr Rajendra Poddar Date of Execution - 29/02/2024, , Admitted by: Self, Date of Admission: 29/02/2024, Place of Admission of Execution: Office		 Captured	
	Feb 29 2024 11:54AM	LTI 29/02/2024	29/02/2024	
	7, Hriday Sankar Lane, City:- Burdwan, P.O:- BURdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: akxxxxx5h,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Poddar Realtors Private Limited (as Director)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Ashok GHosh Son of Late S.P GHosh Burdwan, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101		 Captured	

	29/02/2024	29/02/2024	29/02/2024
Identifier Of Mr Amit Poddar, Mr Amit Poddar, Mr Atul Poddar			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Amit Poddar	POddar Realtors Private Limited-28.0936 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Ausgram, Municipality: GUSHKARA, Mouza: Guskara, , Ward No: 6 JI No: 110, Pin Code : 713128

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3839, LR Khatian No:- 13751	Owner:অমিত পোদার , Gurdian:অমিত পোদার , Address:বিত , Classification:বন্য, Area:0.31000000 Acre,	Mr Amit Poddar

10

Endorsement For Deed Number : I - 020101696 / 2024

On 29-02-2024

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 11:26 hrs on 29-02-2024, at the Office of the D.S.R. - I Purba Burdwan by Mr Amit Poddar ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 34,13,371/-

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

Execution is admitted on 29/02/2024 by Mr Amit Poddar, Son of Mr Rajendra Poddar, 7 Hriday Sarkar Lane, P.O: Burdwan, Thana: Bardhaman
,, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business

Identified by Mr Ashok GHosh, , , Son of Late S.P GHosh, Burdwan, P.O: Burdwan, Thana: Bardhaman
,, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 29-02-2024 by Mr Amit Poddar, Directors, Poddar Realtors Private Limited (Private Limited Company), 1 No. Parcus Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman
,, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Identified by Mr Ashok GHosh, , , Son of Late S.P GHosh, Burdwan, P.O: Burdwan, Thana: Bardhaman
,, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Execution is admitted on 29-02-2024 by Mr Atul Poddar, Director, Poddar Realtors Private Limited (Private Limited Company), 1 No. Parcus Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman
,, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Identified by Mr Ashok GHosh, , , Son of Late S.P GHosh, Burdwan, P.O: Burdwan, Thana: Bardhaman
,, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 46.00/- (E = Rs 14.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/02/2024 5:08PM with Govt. Ref. No: 192023240403881548 on 28-02-2024, Amount Rs: 14/-, Bank: SBI EPay (SBIEPay), Ref. No. 0659408809033 on 28-02-2024, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4081, Amount Rs.5,000.00/-, Date of Purchase: 27/02/2024, Vendor name: Krishna Banerjee

Description of Online Payment using Government Receipt Portal System (GRPS), Finance Department, Govt. of WB Online on 28/02/2024 5:08PM with Govt. Ref. No: 192023240403881548 on 28-02-2024, Amount Rs: 2,010/-, Bank: SBI EPay (SBIEPay), Ref. No. 0659408809033 on 28-02-2024, Head of Account 0030-02-103-003-02



Ujjwal Majumdar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I Purba Burdwan

Purba Bardhaman, West Bengal



