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are the same as the
Original.

A.P.S.P. (Registrar)
Barrack

31 MAY 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 31st day of May,
2022 (Two Thousand Twenty Two).

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00/07/2022

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নাম গ্রী DA CONSTRUCTION & INFRA PVT. LTD.

সং 2/1, Horraish Shah Road - Po - Khatiripore.

থানা Enabipore

জেলা Khatiripore - May 23

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বাগনান এ. ডি. এম. এ. অফিস



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ADIL Dist. Sub-Registrar
Baran, Haryana

Indramil Biswas

S/o - Bibhas Biswas

via - Chandrapur

Post - Baran

Dist - Howrah

Pin - 711303

31 MAY 2022

BETWEEN

1) **SRI BIBHAS BISWAS** alias **BIBHAS KUMAR BISWAS**, Son of Late Atal Kumar Biswas, resident of Vill. - Chandrapur, P.O. & P.S.- Bagnan, District- Howrah, Pin. 711303, West-Bengal, occupation- Business, 2) **SMT. SWATI BISWAS**, Wife of Late Subhash Chandra Biswas, resident of Vill. - Chandrapur, P.O. & P.S. Bagnan, District- Howrah, Pin. 711303, West-Bengal , Occupation- Housewife, 3) **SMT. SUDESHNA KUNDU**, wife of Dr. Debasish Kundu, Occupation-Housewife, resident of Vikram Vihar, Flat G4A,EFBlock,493/B/19, G T Road(s), P.O. & P.S.- Shibpur, District- Howrah, Pin. 711102, West-Bengal, 4) **SMT. SUMANA SARKAR**, Wife of Santanu Sarkar, Occupation-Housewife, resident of 32A/43 Suren Sarkar Road, P.O.- Beliaghata, P.S.- Phoolbagan, Kolkata- 700010, West-Bengal, 5) **SMT. SUKANYA GANGULY**, Wife of Binayak Ganguly, resident of Abantipur, P.O.- Panchpota, P.S.- Rajpur Sonarpur, Dist.- South 24 Pargana, Pin No.700152, West-Bengal, Occupation- Housewife; mentioned 3-5 No. all daughter of Late Subhash Chandra Biswas, all are by nationality Indian and by faith-Hindu, hereinafter called and referred to as the **LAND OWNERS** (which term and expression shall unless excluded by or repugnant to the context shall mean and include their heirs, successors, executors, administrators, and assigns) of the **FIRST PART**.

AND

DA CONSTRUCTION & INFRA PRIVATE LIMITED, a Private Limited Company, having its city corporate office at Flat No 11D , Floor 11 T , Tower 2 , 2/1, Hossain Shah Road , Post Office – Khidirpore, Police Station – Ekbalpore, Kolkata 700023, West Bengal, being represented through its Director **MOHAMMED AYUB ANSARI** ,son of Munshi Reza, by faith – Islam, by occupation – Business, residing at Flat No 11D , Floor 11 T, Tower 2, 2/1, Hossain Shah Road , Post Office – Khidirpore, Police Station – Ekbalpore, Kolkata 700023, West Bengal,India; hereinafter called and referred to as the **DEVELOPER/PROMOTER** (which terms or expression shall unless excluded by or repugnant to context shall mean and include its successor in office, and assigns) of the **SECOND PART**.

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WHEREAS one Atal Kumar Biswas being the original owner and possessor of the Danga land measuring about 17.17 decimal, be the same or little more or less, lying and situated at C.S. and R.S. Dag no. 1043, R.S. Khatian no. 699, under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, District Howrah, executed one Settlement Deed out of his own accord in sound health, in good faith, without any design and without being requested by others, in a composed state of mind, in favour of his Son namely, SRI BIVASH KUMAR BISWAS (herein 1 No. landowner), which was registered on 26/07/1991 at the office of Joint Sub register of Uluberia at Bagnan, and recorded in Book No. 1, Volume no.29, pages from 341 to 346 , being No. 2585 for the year 1991.

AND WHEREAS the said SRI BIBHASH KUMAR BISWAS became the absolute owner and possessor of the land measuring about 17.17 decimal, be the same or little more or less, lying and situated at C.S. and R.S. Dag no. 1043, R.S. Khatian no. 699 under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, Dist.- Howrah and thereof duly mutated his name under the records of the B.L. & L.R.O. Bagnan-I under Khatian No. 1969 , Dag No. 1024, and started peacefully enjoying all the easement and legal rights in respect of the said land and started regularly paying Khajna before the concerned department regularly.

AND WHEREAS the said Atal Kumar Biswas by virtue of the the same said Settlement Deed of being No. 2585 for the year 1991, gave one more Land to his another Son namely, SRI SUBHASH CHANDRA BISWAS, for the Danga land measuring about 14.93 decimal, be the same or little more or less, lying and situated at C.S. and R.S. Dag no. 1043, R.S. Khatian no. 699, under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, District Howrah.

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AND WHEREAS the said SRI SUBHASH CHANDRA BISWAS became the absolute owner and possessor of the land measuring about 14.93 decimal, be the same, little more or less, lying and situated at C.S. and R.S. Dag no. 1043, R.S. Khatian no. 699 under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, and thereof duly mutated his name under the records of the B.L. & L.R.O. Bagnan-I under Khatian No. 1960 , L.R. Dag No. 1024, and started peacefully enjoying all the easement and legal rights in respect of the said land and started regularly paying Khajna before the concerned department regularly.

AND WHEREAS the said SRI SUBHASH CHANDRA BISWAS died intestate on 28.07.2019 leaving behind his one Wife namely, Swati Biswas (herein landowner No. 2), and three daughters namely, Sudeshna Kundu (herein landowner No. 3), Sumana Sarkar (herein landowner No. 4), and Sukanya Ganguly (herein landowner No. 5), who inherited the land of SRI SUBHASH CHANDRA BISWAS, lying and situated at C.S. and R.S. Dag no. 1043, L.R. Dag No. 1024, R.S. Khatian no. 699, L.R. Khatian No. 1960 under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, as his sole legal heirs and Successors as per the Hindu Succession Act, 1956 and became the absolute owner and possessor of the said land left by SRI SUBHASH CHANDRA BISWAS and started peacefully enjoying all the easement and legal rights in respect of the said land .

AND WHEREAS the said Swati Biswas, Sudeshna Kundu, Sumana Sarkar and Sukanya Ganguly has applied for mutation before the B. L. & L. R. O. at Bagnan-I, vide case no. WR / 2022/ 0508 /248 for the land measuring about 11.89 Decimal, be the same, little more or less, out of 14. 93 decimal, lying and situated at C.S. and R.S. Dag no. 1043, L.R. Dag No. 1024, R.S. Khatian no. 699 , L.R. Khatian No. 1960, under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, as sole legal heirs and Successors of deceased the said SRI SUBHASH CHANDRA BISWAS and the same is under process till date.

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AND WHEREAS with the view to enjoy and use the land commercially the said landowners obtained the **No Objection Certificate** from the concerned authority Bagnan-I gram panchayet and converted the land from Sali land to Bastu Commercial land, comprised of C.S. and R.S. Dag no. 1043, L.R. Dag No. 1024, R.S. Khatian no. 699, measuring **about 9.67 decimal, more or less**, out of 14.51 Decimal out of 17.17 decimal under L.R. Khatian No. 1969, which is specifically mentioned and described in the **Scheduled 'A'**, which has been converted **vide Memo No. 454/LR/BAG-I**, dated 01.04.2022 from the Office of the B.L. & L.R.O. at Bagnan-I **AND** one more land comprised of the same Dag number, measuring **about 4.95 Decimal**, more or less, out of 11.89 Decimal out of 14.93 decimal under L.R. Khatian No. 1960, which is specifically mentioned and described in the **Scheduled 'B'**, which has been converted in the same abovementioned manner, **vide Memo No. 453/LR/BAG-I**, dated 01.04.2022 from the Office of the B.L. & L.R.O. at Bagnan-I and both the land lying and situated under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, Dist. Howrah.

AND WHEREAS with a view to developing and/or cause to be developed by constructing a multi storied building over the land, comprised of C.S. and R.S. Dag no. 1043, L.R. Dag No. 1024, R.S. Khatian no. 699, measuring **about 9.67 decimal, more or less**, out of 14.51 Decimal out of 17.17 decimal under L.R. Khatian No. 1969 **AND** one more land comprised of the same Dag number, measuring **about 4.95 Decimal**, more or less, out of 11.89 Decimal out of 14.93 decimal under L.R. Khatian No. 1960, **i.e. total area of land in L.R. Khatian No. 1969 and 1960 is 14.62 Decimal or 8.85 Katha** and **both the lands are adjacent to each other** and lying and situated under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, Dist. Howrah, which is specifically mentioned and described in the **Scheduled 'A' and Scheduled 'B'** respectively herein below and hereinafter called and referred to as the '**said property**' the Land owner herein approached the DEVELOPER/PROMOTER and expressed his intention to develop upon the said property according to building plan to be approved and sanctioned by Bagnan-1 No. Gram Panchayet as well as Howrah Zilla Parishad.

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AND WHEREAS for such purpose the Land owner of the First Part approached the DEVELOPER/PROMOTER hereto for a joint venture in relation to construction of a Multi storied building on the hereunder mentioned A & B Schedule property in strict adherence to the building plan to be sanctioned in the name of the land owner hereto by Bagnan-1, No. Gram Panchayet as well as Howrah Zilla Parishad, exclusively at the cost, expenses and charges of the DEVELOPER/PROMOTER and the DEVELOPER/PROMOTER hereto agreed to proceed with such construction.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

ARTICLE -1: DEFINITION

- 1.1. BUILDING** shall mean and include a multi storied building (G+V) over the land comprised of C.S. and R.S. Dag no. 1043, L.R. Dag No. 1024, R.S. Khatian no. 699, measuring about 9.67 decimal, more or less, out of 14.51 Decimal out of 17.17 decimal under L.R. Khatian No. 1969 and one more land comprised of the same Dag number, measuring about 4.95 Decimal, more or less, out of 11.89 Decimal out of 14.93 decimal under L.R. Khatian No. 1960, i.e. **total area of land in L.R. Khatian No. 1969 and 1960 is 14.62 Decimal or 8.85 Katha** and both the lands are lying and situated under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, Dist.- Howrah to be constructed according to the Sanction Plan, which is sanctioned by Bagnan-I Gram Panchayet as well as Howrah Zilla Parishad, morefully and specifically described in the **Scheduled 'A' and Scheduled 'B'** written hereunder and the building is hereinafter referred to as the **THE SAID BUILDING.**
- 1.2. COMMON FACILITIES & AMENITIES** shall mean and include main entrance corridors, roof, all ways, driveways, underground water reservoir, over-head water tank and motor and other facilities which may be required for enjoyment, maintenance or management of the said building.
- 1.3. SALEABLE SPACE** shall mean the space in the building available for Independent use and occupancy of the Promoter and the landowners after making the provisions for common facilities and the space required thereof.

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- 1.4. **OWNERS ALLOCATION :** The Land owners shall get 40% construction area of entire building including common facilities common paths and common amenities of the building together with the proportionate share of land.
- 1.5. **DEVELOPER/PROMOTER S ALLOCATION:** shall mean the entire remaining portion i.e. 60% of the entire building (excluding owner's allocation) including the common facilities, common paths and, common amenities of the building together with the proportionate share of land.
- 1.6. **SUPER BUILT UP AREA :** according to its context shall mean the plinth area of the said unit or all the units in the building (including the bathroom and balconies if any, attached to any unit and also the thickness of the external and internal walls, columns and pillars) PROVIDED THAT if any wall, column or pillar be common between two units then one half the area under such wall, pillar or column shall be include in each unit and proportionate share of the area of the common areas and installations in the building fixed by the DEVELOPER/PROMOTER and accepted by the land lord over herein.
- 1.7. **COVERED AREA:** shall mean the carpet area of the every unit/shops/commercial space together with the thickness of the external and internal wall along with proportionate share of staircase.
- 1.8. **ARCHITECT:** shall mean such person or persons being appointed by the DEVELOPER/PROMOTER , in the qualification and expertise in the filled of architect with an intimation to the owner.
- 1.9. **TRANSFER:** with the grammatical variation shall include transfer by possession and any other means adopted for effecting what is under the owner as a transfer of space in the said building to intending purchasers thereof although the same may not amount to transfer in law.

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- 1.10. TRANSFERER** shall mean **SRI BIBHAS BISWAS alias BIBHAS KUMAR BISWAS**, Son of Late Atal Kumar Biswas, resident of Vill. - Chandrapur, P.O. & P.S.- Bagnan, District- Howrah, Pin. 711303, West-Bengal, occupation- Business, **2) SMT. SWATI BISWAS**, Wife of Late Subhash Chandra Biswas, resident of Vill. - Chandrapur, P.O. & P.S. Bagnan, District- Howrah, Pin. 711303, West-Bengal , Occupation- Housewife, **3) SMT. SUDESHNA KUNDU**, wife of Dr. Debasish Kundu, Occupation-Housewife, resident of Vikram Vihar, Flat G4A,EFBlock,493/B/19, G T Road(s), P.O. & P.S.- Shibpur, District- Howrah, Pin. 711102, West-Bengal, **4) SMT. SUMANA SARKAR**, Wife of Santanu Sarkar, Occupation-Housewife, resident of 32A/43 Suren Sarkar Road, P.O.- Beliaghata, P.S.- Phoolbagan, Kolkata- 700010, West-Bengal, **5) SMT. SUKANYA GANGULY**, Wife of Binayak Ganguly, resident of Abantipur, P.O.- Panchpota, P.S.- Rajpur Sonarpur, Dist.- South 24 Pargana, Pin No.700152, West-Bengal, Occupation-Housewife; mentioned 3-5 No. all daughter of Late Subhash Chandra Biswas, all are by nationality Indian and by faith-Hindu, to be represented by their constituted and nominated attorney **DA CONSTRUCTION & INFRA PRIVATE LIMITED, a Private Limited Company**, having its city corporate office Flat No 11D , Floor 11 T , Tower 2 , 2/1 ,Hossain Shah Road, Post Office –Khidirpore ,Police Station – Ekbalpore , Kolkata 70002 , West Bengal, **being represented through its Director MOHAMMED AYUB ANSARI**, son of Munshi Reza, by faith – Islam, by occupation – Business, residing at office Flat No 11D , Floor 11 T , Tower 2 , 2/1 ,Hossain Shah Road , Post Office –Khidirpore ,Police Station – Ekbalpore , Kolkata 700023 , West Bengal , India.
- 1.11. BUILDINTG PLAN** shall mean such plan for the construction of the building so to be sanctioned and approved by the Bagnan-I, No. Gram Panchayet as well as Howrah Zilla Parishad for construction of a Multi storied building and its modification and amenities.
- 1.12. LAWYER:** shall mean SK ABDUL HANNAN, Advocate, Calcutta High Court, having Chamber in Bagnan Glorious Shopping Complex (2nd floor), near Bagnan new bus stand who is appointed by the DEVELOPER/PROMOTER and land Owners at its absolute discretion and who shall be in charge of all the legal acts, deeds and, contract in between DEVELOPER/PROMOTER, land Owners, and third parties/ intending buyers.

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1.13. PREMISES: shall mean and include premises so to be a multi storied building (G+V) over the land comprised of C.S. and R.S. Dag no. 1043, L.R. Dag No. 1024, R.S. Khatian no. 699, measuring about 9.67 decimal, more or less, out of 14.51 Decimal out of 17.17 decimal under L.R. Khatian No. 1969 and one more land comprised of the same Dag number, measuring about 4.95 Decimal, more or less, out of 11.89 Decimal out of 14.93 decimal under L.R. Khatian No. 1960, i.e. **total area of land in L.R. Khatian No. 1969 and 1960 is 14.62 Decimal or 8.85 Katha** and both the lands are adjacent to each other and lying and situated under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, Dist. Howrah, which is morefully and particularly described in the **Scheduled 'A' and Scheduled 'B'** .

ARTICLE –II COMMENCEMENT

2. This Agreement shall be deemed to have commenced on and with effect from the date, month, and year first above written.

ARTICLE –III OWNERS'S RIGHT & PRESENTATION

3 .POSSESSION : The Owners are now absolutely seized and possessed and/or otherwise well and sufficiently entitled to the said premise and shall deliver physical as well as identical possession to the DEVELOPER/PROMOTER to develop the said premises on and after execution of this agreement. The said premises are free from all encumbrances and owners have marketable title in respect of the said premises.

ARTICLE -IV DEVELOPER/PROMOTER 'S /PROMOTER'S RIGHTS

4.1. The DEVELOPER/PROMOTER shall have authority to deal with the property or persons or enter into agreement or to negotiate with any person or persons or enter into any contract or agreement or borrower money or take any advance against its allocation or acquire right under these agreement mentioned in the Scheduled 'A' and Scheduled 'B' hereunder written.

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- 4.2 The Owners hereby grant subject to what have been hereunder provided, exclusive rights to the Promoter/DEVELOPER to build new building upon the said premises in accordance with the plan sanctioned by Bagnan-1 No. Gram Panchayet as well as Howrah Zilla Parishad.
- 4.3 All application, plan and other papers and documents that may be required by the DEVELOPER/PROMOTER for the purpose of obtaining necessary sanction from the Bagnan-1 No. Gram Panchayet as well as Howrah Zilla Parishad shall be prepared and submitted by the DEVELOPER/PROMOTER on behalf of the owners and the owners shall sign all such plan applications, other papers and documents as and when necessary and all costs expenses, including plan sanctioning costs will be exclusively borne by the DEVELOPER/PROMOTER.
- 4.4 That the DEVELOPER/PROMOTER shall carry on demolition work of the existing building and/or new construction work at its own costs in a most skillful manner from the date of shifting. The demolished building materials will be the property of the DEVELOPER/PROMOTER.
- 4.5 Booking from intending purchaser/s for DEVELOPER/PROMOTER allocation will be taken by the Promoter/DEVELOPER/PROMOTER and the agreement with the intending purchaser/s will be signed in his own names.
- 4.6 The selling rate of the DEVELOPER/PROMOTER's allocation will be fixed by the DEVELOPER/ without any permission or consultation with the owners. The Profit & loss earned from the project will be entirely received or borne by the DEVELOPER/PROMOTER and no amount will be adjusted from the Owner's allocation on account to loss or vice versa or profit from DEVELOPER/PROMOTER allocation.

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- 4.7 The DEVELOPER/PROMOTER is empowered to collect consideration money for selling out of DEVELOPER/PROMOTER's allocation from the intending purchaser and issue money receipt in its own names. And more over take advance and full and final consideration from the intending purchaser/s for DEVELOPER/PROMOTER 's allocation only.
- 4.8 On completion of the proposed building when the shops/commercial spaces/ are ready for giving possession to the intending purchaser/s the possession letter will be signed by the DEVELOPER/PROMOTER itself and as also as the representatives and Power of Attorney Holder of the Owners will sign, if needed. The deed of conveyance will be signed by the DEVELOPER/PROMOTER and the Constituted Attorney of the landowners.
- 4.9 All construction cost will be borne by the DEVELOPER/PROMOTER. No liability on account of construction cost will be charged from Owner's allocation.

ARTICLE -V : CONSIDERATION

- 5.1. The Promoter has agreed to build the said proposed building at its own cost and expenses and Owner's shall not be required to contribute any sums towards the construction of the said building or otherwise.
- 5.2. In consideration of the owners having agreed to grant exclusive right for developing the said premises including the owner's allocation which is mentioned in clause 1.4. as herein provided .
- 5.3. Apart from the aforesaid consideration which has already been made by the DEVELOPER/PROMOTER to the Land Owners, the DEVELOPER/PROMOTER has agreed to make and shall remain bound to make and bare several necessary expenses as consideration for the purpose of development of the said premises and/or this development agreement and such consideration for all practical purposes will be deemed to be apparent included consideration. Which are as follows:-

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a) Space allocation to the Owners, and things including the right of development over the First Schedule property for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with construction of the building and also for pursuing and following up the matter with the Bagnan-1 No. Gram Panchayet as well as Zilla Parishad and other authorities and also for selling transferring and conveying DEVELOPER/PROMOTER allocation and for executing deed of conveyance and handing over physical as well as legal identical possession of the DEVELOPER/PROMOTER 's allocation to the intending purchaser/purchasers.

ARTICLE -VI : ADVANCE MONEY

The owners received Rs. 8,00,000/- (Eight Lacs) only from the DEVELOPER/PROMOTER at the time of Execution of this agreement and it is to be treated as advance/Security money, which shall be refunded by the owners to the DEVELOPER/PROMOTER, without interest, at the time of sale of the proposed Shops/ Commercial Space.

ARTICLE -VII : DEALING OF SPACE IN THE BUILDING

- 7.1 The DEVELOPER/PROMOTER shall on completion of the new building put the owners in free, vacant and undisputed possession of the owner's allocation as mentioned in clause 1.4. against possession letter in writing along with Completion Certificate and the owners shall be entitled to mutate its allotted portion in its name with Panchayet or other authorities.
- 7.2 The owners shall be entitled to enjoy or transfer or otherwise deal with owners' allocation in the building as mentioned in the clause no. 1.4. without any permission or involvement of the DEVELOPER/PROMOTER .

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- 7.3 The DEVELOPER/PROMOTER shall be exclusively entitled to the DEVELOPER/PROMOTER 's allocation in the building with exclusive right to transfer its share of allocation along with any right claim interest therein irrespective of the Owners in common and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the DEVELOPER/PROMOTER 's allocation in common.
- 7.4 In so far as necessary all dealing by the DEVELOPER/PROMOTER in respect of the building including DEVELOPER/PROMOTER 's allocation shall be in the name of the DEVELOPER/PROMOTER and the purpose for which the owners undertake to execute a Development Power of Attorney in favour of DEVELOPER/PROMOTER or its nominated person/persons in a from and manner as required by the DEVELOPER/PROMOTER . The Owners under any circumstances shall not be liable for any mistake/illegal work done by the DEVELOPER/PROMOTER .

ARTICLE -VIII : SPACE ALLOCATION

- 8.1 **OWNERS'S ALLOCATION** : The Land Owners shall get 40% construction area of entire building including common facilities common paths and common amenities of the building together with the proportionate share of land as well as the 40% of the share of the Rooftop.
- 8.2 The Owners shall in no way liable to take any financial liability for any act of the DEVELOPER/PROMOTER including any money borrowed by the DEVELOPER/PROMOTER from any bank or any Financial Institution against mortgage, hypothecation etc. what-so-ever.
- 8.3 The owners will not responsible and liable for any construction defect of new building.

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ARTICLE -IX POWER AND PROCEDURE

- 9.1 The Owners shall execute and register a Power of Attorney in favour of the DEVELOPER/PROMOTER or its nominated person persons.
- 9.2 The DEVELOPER/PROMOTER shall at its own costs construct and complete the new building at the said premises in accordance with the sanction plan with good and standard material as may be specified by the Architect from time to time.
- 9.3 The DEVELOPER/PROMOTER shall erect the building at Promoter's own cost and the expenses of installation of pump, water storage tank overhead reservoir, electrification, constructed for sale of shops/commercial space therein on ownership basis and as mutually agreed upon.
- 9.4 The All costs, charges and expenses including Architect's fees shall be discharged and paid by the Promoter and the owners will bear no responsibility in this context.
- 9.5 The Owners shall pay and clear up all the arrears on account of Khajna and property taxes and outgoing including electric charges of the said premises up to the date of this agreement. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the Promoter from the date of execution of these presents till the date of completion and allocation of the floor area between the Owners and the Promoter. The taxes payable for the said property shall be borne in proportionate of area of DEVELOPER/PROMOTER and area of owners by the owners and promoter and/or its nominees respectively. The repairment and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures storage and rendering common service to the buyer and occupiers of the said premises or any part

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or portions thereof shall be looked after and managed by the shops/commercial space Owners including the Owners herein who shall decide the device charge at the rate as may be decided by them after handing over the shops/commercial spaces to them by the DEVELOPER/PROMOTER.

ARTICLE - X : COMMON FACILITIES

- 10.1** The DEVELOPER/PROMOTER shall pay and bear all property taxes and other dues and outgoing in respect of the said premises according due as and from the date of execution this agreement and having over physical possession of the first schedule property.
- 10.2** As soon as the building at the said premises is completed the Promoter shall give written notice to the Owners requiring the owners to make possession of the Owners allocation in the building in term of the agreement and according to the specification and plan thereof and certificate of the Architect or the Bagnan -1 No. Gram Panchayet being provided to that effect, then after 30 days from the date of receiving of such notice and at all times there after the owners shall be exclusively responsible for payment of all property taxes, duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Owners' allocation only. The said rates to the proportionate prorata with reference to said saleable space.
- 10.3** The Owners and the DEVELOPER/PROMOTER shall punctually and regularly pay for its respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the DEVELOPER/PROMOTER and both the parties shall keep each other indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the DEVELOPER/PROMOTER in this regard.

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- 10.4 As and from date of service of notice of the possession the Owners shall also be responsible to pay and bear and shall pay to the DEVELOPER/PROMOTER the service charges for the common facilities in the new building payable in respect of the Owners' allocation.

ARTICLE -XI OTHER COMMON FACILITIES

- 11.1 Any transfer of any part of the Owners' allocation in the new building shall be subject to the other provision hereof and the owners shall thereafter be responsible in respect of the space transferred to pay the said rates and service charge for the common facilities.
- 11.2 The Owners shall not do any act deed or things in regard to the said property whereby the DEVELOPER/PROMOTER may be prevented from construction and completion of the said building within the stipulated period of 36 (Thirty Six) months from the date of the sanctioned building plan.

Here to be mentioned, If the mentioned stipulated period needs to be extended anymore, for any circumstances, the time can be extended up to 12 months after the mentioned stipulated period of 36 (Thirty Six) months, unless and until mutually agreed upon.

ARTICLE -XII : COMMON RESTRICTION

- 12.1 The owners's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the DEVELOPER/PROMOTER 's allocation in the building intended for common benefits of all occupiers of the building/s which shall include the followings:-
- 12.2 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

Contd....P/17

(17)

- 12.3 Neither party shall demolish any wall or other structure in its respective allocation or any portion hereof or may any structural alteration therein without the previous consent of the other in this behalf.
- 12.4 Neither party shall transfer or permit to transfer of its respective allocation or any portion thereof unless such party have observed and performed all to the and condition on its respective part to be observed and/or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in its possession.
- 12.5 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.
- 12.6 The respective occupiers shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other and/or the occupiers of the building indemnified for and against the from the against the consequence of any breach.
- 12.7 No goods of other items shall be kept by the either party for display or otherwise in the corridors and roof of the apartment or the place of common use in the building and no hindrance shall be cause in any manner in the free covenant of users, in the corridors and other place of common use in the building.

Contd....P/18

(18)

12.8 Neither party shall throw or accumulate any dirty, rubbish & waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any portion or portions of the building.

12.9 The owners shall permit the DEVELOPER/PROMOTER and its servants and agents with or without and other at all reasonable times to enter into and upon its owners' allocation and every part thereof for the purpose or repairing maintaining cleaning lighting and keeping in order the purpose of pulling down maintaining repairing and testing drainage and pipes electric wires and for similar purpose within the stipulated period 36 (Thirty Six) months from the date of the sanctioned building plan.

ARTICLE -XIII : OWNERS'S OBLIGATIONS

13.1 The owners do hereby agree and covenant with the DEVELOPER/PROMOTER not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the DEVELOPER/PROMOTER. The owners or their Legal heirs must not do any act which can adversely hampered the project resulting loss to the damages.

13.2 The owners hereby agrees and covenants with DEVELOPER/PROMOTER not to do any act, deed or things whereby the DEVELOPER/PROMOTER may be prevented from selling assigning and/or disposing of any of the DEVELOPER/PROMOTER 's allocated portion in the building at the said premises subject to not damage owners' allocation area and common facilities.

ARTICLE -XIII : DEVELOPER/PROMOTER 'S OBLIGATIONS

14.1 The DEVELOPER/PROMOTER doth hereby agrees and covenants with the owners to complete the construction of the building within 36 (Thirty Six) months from the date of handing over the possession of the existing building as per the Sanctioned plan approved by the Bagnan -1 No. Gram Panchayet as well as Howrah Zilla Parishad .

Contd....P/19

(19)

- 14.2 The DEVELOPER/PROMOTER hereby agrees and covenants with the owners not to violate or contravenes any of the provisions of rules applicable to the construction of the said building and not to sell or mortgage the owners' allocation or any part thereof.
- 14.3 The DEVELOPER/PROMOTER hereby agree and covenants with the owners not to do any act, deed or things whereby the owners is prevented from enjoying selling assigning and/or disposing of any Owners shall remain building at the said premises.
- 14.4 The Owners shall remain bound to cooperate to execute all agreement for sale or transfer concerning DEVELOPER/PROMOTER's allocation and further that the owners shall remain bound to execute Development Power of Attorney empowering the DEVELOPER/PROMOTER on its nominee/nominees, to execute such agreement for Sale for and on behalf of the Owners, concerning DEVELOPER/PROMOTER's allocation of the building at the said premises.
- 14.5 The Owners hereby undertakes that the DEVELOPER/PROMOTER shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the DEVELOPER/PROMOTER perform and fulfill the terms and conditions herein contained and/or its part to be observed and performed.

ARTICLE -XV : DEVELOPER/PROMOTER 'S INDEMNITY

- 15.1 The DEVELOPER/PROMOTER hereby undertake to keep the owners indemnified against third party claiming and actions arising out of any sort of act or omission of the DEVELOPER/PROMOTER in relation to the construction of the said building.
- 15.2 The DEVELOPER/PROMOTER hereby undertake to keep the owners indemnified against all actions, suits, court, proceedings and claims that may arise out of the DEVELOPER/PROMOTER 's action with regard to the development of the said premises and/or defect therein.

Contd....P/20

ARTICLE -XVI: ARBITRATION

If any dispute arises by and between the parties that shall be settled mutually through peaceful dialogue to the best effort but if that fails to do the same the parties shall referred to the Arbitrator appointed by the DEVELOPER/PROMOTER as per the provisions of Arbitration and Conciliation Act.

ARTICLE -XVII: MISCELLANEOUS

- 17.1 The owners and the DEVELOPER/PROMOTER have entered into the Agreement purely as a contract and nothing contained herein shall be deemed to be constituted as a partnership between the Owners and the DEVELOPER/PROMOTER in any manner nor shall the parties hereto be constituted as association of persons.
- 17.2 Immediately upon obtaining the vacant possessions of the premises so far the DEVELOPER/PROMOTER /Promoter shall be entitled to start the construction if law of the land so permits otherwise shall start construction on obtaining sanction of the building plan from the competent authority.
- It is too understood that at times since the beginning of the construction of the said building various deeds, matters and things might require to be done by the DEVELOPER/PROMOTER which is not hereby specified and for which the DEVELOPER/PROMOTER may need the authority of the above construction.
- 17.3 The duration of this agreement shall continue till the DEVELOPER/PROMOTER requires for the purpose of sale/transfer/lease in respect of his saleable portions beyond the mentioned 36 months of stipulated period even after delivery of Owners allocation and in that event no permission from the Owners is required.
- 17.4 The DEVELOPER/PROMOTER and the owners shall mutually frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said building the owners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organization and/or any other organization who will be in charge or such management of the affairs of the building and/or common part, thereof and hereby given its correct to abide by such rules and regulations.

Contd....P/21

17.5 The DEVELOPER/PROMOTER be entitled to borrow money from any banks or any financial institution without creating any financial liability of the owners of effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Owners nor any of his estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the DEVELOPER/PROMOTER shall keep the owners indemnified against all actions suits proceedings and costs charges and expenses in respect thereof.

17.6 As and from the date of completion of the building the DEVELOPER/PROMOTER and/or its transferees and the owners and/or its transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes & outgoing payable in respect of its respective spaces.

17.7 The Owners shall deliver all the enlisted photo copy of the original titled deeds, parcha and required papers relating to the said premises simultaneously with the execution of these present to the DEVELOPER/PROMOTER and the original deed of the same said documents shall remain with the Land Owners during the full period of construction and if necessary the land owners are bound to show/Present the original the same said documents to the DEVELOPER/PROMOTER or Competent Authority as it may requires.

ARTICLE —XVIII : FORCE MAJEURE

18.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relating obligations prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

18.2 "Force Majeure" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion strike , pandemic and/or any other act of commission beyond the control of the parties hereto.

Contd....P/22

ARTICLE —XIX: JURISDICTION

19.1 The parties hereto made and execute this agreement for construction of a multi-storied building in joint venture on the terms and condition hereunder contained.

19.2 AND WHEREAS the parties hereto confirm all the terms and conditions in writing the same terms and conditions subject to which the DEVELOPER/PROMOTER agreed with the Owners for construction of Multi storied building on the said land comprising the said property in the following manner:-

(a) Simultaneously with execution of this Agreement the Owners shall deliver the vacant possession of the said property morefully described in the Schedule hereunder written for proceedings with acts, deeds and things necessary for Development of the said property and construction of a proposed Multi Storied building thereon in accordance with the covenants this Agreement.

(b) Simultaneously with the execution of this Agreement DEVELOPER/PROMOTER shall make prepare and cause to be made and prepared all plan or plans, Design, Drawings, specifications, applications and all other papers and documents as may be necessary and/or required for the purpose of and/or for and/or in connection and/or in relation to the construction and/or erection of the proposed building by an Architect and/or Engineer of the Building at the entire costs, fees, charges to be borne by the DEVELOPER/PROMOTER exclusively which shall be signed, executed, affirm, endorsed by the Owners and to be submitted and filed by the DEVELOPER/PROMOTER in the name of the Owners before the Bagnan-1 No. Gram Panchayet as well as Zilla parishad for sanctioning thereof. Fire Brigade authority, Police Authority, W.B.S.E.D.C.L. or any other appropriate Government or Semi Govt. or Quasi Govt. authority or authorities whomsoever and when required necessary from time to time at the entire costs, charges and expenses of the DEVELOPER/PROMOTER . The owners hereby declares that they would extend all sorts of co-operation necessary for such require acts, deeds and things to be done and/or caused to be done by the DEVELOPER/PROMOTER .

Contd....P/23

(c) It is specifically agreed by the parties that costs, charges, fees, fines, penalties, expenses etc. to be incurred and/or paid on account obtaining of the required building plan in respect of the said proposed building sanctioned by the Bagnan-1 No. Gram Panchayet and/or other concerned authority as the case may be shall exclusively be borne and/or paid by the DEVELOPER/PROMOTER .

(d) The DEVELOPER/PROMOTER shall construct, erect and/or build the said proposed Multi storied building on the land comprised in the said property as per the said sanctioned building plan at the entire costs, charges and expenses by the DEVELOPER/PROMOTER .

(e) The DEVELOPER/PROMOTER shall complete the construction, erection and/or build the said proposed building as per said sanctioned building plan inhabitable and good hygienic condition fixtures and fittings suitable as per Schedule - "F" within the said 36 (Thirty Six) months (**hereinafter referred to as the said stipulated period**) from the date of the sanctioned building plan SUBJECT TO FORCE MAJURE that in case of the DEVELOPER/PROMOTER fails to complete the construction of the said proposed building with the said stipulated period due to supervening impossibility viz. Act of god, inter alia, pandemic, earthquake, civil war, Air raid, Enemy war, strike Riot Civil commotion and/or held up and/or obstructed due to any Central or State Government enactment ordinance or any other reasons beyond the control of the DEVELOPER/PROMOTER , then and in that event the said stipulated period shall however be extended by the owners upon a written request from the DEVELOPER/PROMOTER duly accepted by the Owners in writing for a grace period of further clear 12 months from the expiry of the said stipulated period hereinafter be called as the GRACE PERIOD and provided further specifically in case of the DEVELOPER/PROMOTER completion construction of the said proposed

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(24)

building within the said grace period and in that event the owners shall re-enter into the said proportion and the DEVELOPER/PROMOTER shall deliver the peaceful vacant and khas possession of the same by issuing written possession letter and in such case the DEVELOPER/PROMOTER shall be entitled to take away only form the said property and not be entitled to claim any damage and/or compensation whatsoever from the owners.

(f) In consideration of these presents the DEVELOPER/PROMOTER shall retain all shops/commercial space, covered/uncovered in the super built up area of the proposed building duly constructed and completed as aforesaid by the DEVELOPER/PROMOTER and bond himself to transfer the agreed independent to the owners without any further reference.

(g) The owners shall execute a Development Power of Attorney in favour of the DEVELOPER/PROMOTER or its nominee/nominees' and authorizing them to take all steps for obtaining sanctioned plan or plans in their name and to take all steps for obtaining sanctioned plan or plans in respect of contraction of the proposed building as aforesaid and for the purpose of the same to do all allied works deeds or things in terms land this present.

(h) It is agreed and made clear that the DEVELOPER/PROMOTER shall be entitled to negotiate and/or to enter into all or any agreement or agreement for sale to and/or transfer to the intending purchaser or purchasers of the portion or portions of the building or space comprising the said building under the terms and conditions of this Agreement, and the owners shall not claim or demand any portion of the money from the DEVELOPER/PROMOTER share thereof and/or such terms and conditions as the DEVELOPER/PROMOTER shall think fit and proper and the owners shall not liable in way for executing any transactions between DEVELOPER/PROMOTER and third party.

Contd....P/25

(i) The DEVELOPER/PROMOTER is entitled to enter into such Agreement and/or in all or any other agreements for sale, transfer, assignment as may be from time to time be prepared, executed and/or registered by the DEVELOPER/PROMOTER in favour of such said intending buyers and/or purchaser of the respective units or portion comprising the said share due to the DEVELOPER/PROMOTER in respect of DEVELOPER/PROMOTER 's allocation in which the Owners shall have no say whatsoever and the Owners shall whenever be necessary be a confirming or principle party in such sale or transfer on the request of the DEVELOPER/PROMOTER .

(j) The DEVELOPER/PROMOTER shall be at liberty to sell, let-out, lease out the entire super built up area of proposed building as stipulated in this presents as DEVELOPER/PROMOTER allocations and without disturbing the owners' allocation and common area as agreed between the parties as per agreement.

(k) The septic tank of the said building is used commonly by the owners and the DEVELOPER/PROMOTER , the nominated or intending purchaser of DEVELOPER/PROMOTER of the said multi storied building after completion of the said multi storied building.

(l) The DEVELOPER/PROMOTER shall provide the lift facilities in the proposed building after obtaining the necessary permission from the concerned authority.

(m) Save and except as stated herein the Owners shall have no right to enter into any Development Agreement of Whatsoever nature with any third party in respect of the said property after execution of this agreement.

Contd....P/26

(n) The DEVELOPER/PROMOTER and the owners shall abide by all laws, byelaws and rules and regulations of the Government local bodies and authority or authorities and party (DEVELOPER/PROMOTER) liable and be responsible for violation and /or breach of any of the said laws, rules and regulation.

Both the DEVELOPER/PROMOTER and the Owners shall do all other acts, deeds and things as may be required in law for giving effect to and/or due implementation of this Agreement and not to do any act, deeds or things which may amount to violation or contravention of any of the terms and conditions herein contained.

THE SCHEDULE 'A' ABOVE REFERRED TO
(Description of Bastu Land of 1 No. landowner)

ALL THAT the piece and parcel of demarked Bastu Commercial land measuring about **about 9.67 decimal** (share 2103), **more or less**, out of 14.51 (share of 0.3155) Decimal out of 17.17 decimal out of 46 Decimal, lying and situated under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, Dist.- Howrah and comprised of C.S. and R.S. Dag no. 1043, L.R. Dag No. 1024, R.S. Khatian no. 699, L.R. Khatian No. 1969, A.D.S.R. Bagnan, including other rights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property butted and bounded as:

On the North : Land of Moloy Roy (Hara).

On the South : Public Road.

On the East : Zilla Parishad land and thereafter public road.

On the West : Land owners' own building.

Contd....P/27

(27)

THE SCHEDULE 'B' ABOVE REFERRED TO
(Description of Bastu Land of 2-5 No. landowner)

ALL THAT the piece and parcel of demarked Bastu Commercial land measuring **about 4.95 Decimal** (share 1076), be the same, little more or less, out of 11.89 Decimal (share of 0.2584) out of 14.93 decimal out of 46 Decimal, lying and situated under mouza- Bagnan, J.L. No. 60, within the Limits of D.S.R. Howrah and A.D.S.R. Bagnan, under Police Station- Bagnan, Dist.- Howrah and comprised of C.S. and R.S. Dag no. 1043, L.R. Dag No. 1024, R.S. Khatian no. 699, L.R. Khatian No. 1960 A.D.S.R. Bagnan including other rights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property butted and bounded as:

On the North : Land of Moloy Roy (Hara).

On the South : Public Road

On the East : Zilla Parishad land and thereafter public road.

On the West : Land owners' own building.

Both the above mentioned demarked land described and mentioned in Schedule A & B, is adjacent to each other having common boundary wall, and for the benefit of the owners the multistoried building shall be constructed over 14.62 decimal, i.e. total area of land in mentioned L.R. Khatian No. 1969 and 1960.

Contd....P/28

THE SCHEDULE 'C' ABOVE REFERRED TO

[Owner's Allocation]

On completion of the proposed building in all respect by the DEVELOPER/PROMOTER at his own cost and expenses in lieu of the land of the said premises, the DEVELOPER/PROMOTER shall allocate and handover to the owners as per owners choice, **ALL THAT** piece and parcel of total 40% sq.ft. covered area (including proportionate share of stair and passages), construction area from each floor of the entire building and 40% of the rooftop including common facilities common paths and common amenities of the building among which the landowners are entitled to get the undivided, un-demarcate proportionate share and interest of the land and common amenities and facilities of the proposed Building .

THE SCHEDULE 'D' ABOVE REFERRED TO

(DEVELOPER/PROMOTER 's Allocation)

Save and except owners allocations, the DEVELOPER/PROMOTER is entitled to get the **60% remaining portion** of the constructed area from each floor of the entire proposed building and 60% of the rooftop together with all easement rights, facilities and amenities annexed to the proposed building along with undivided impartible proportionate share of the land underneath **G+V storied** building as per sanction plan to be constructed according to sanction plan, sanctioned by Bagnan -1 Gram Panchayet as well as Zilla parishad upon the land mentioned in the **SCHEDULE-A and SCHEDULE-B** premises as hereinabove mentioned.

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THE SCHEDULE 'E' ABOVE REFERRED TO
(COMMON FACILITIES)

1. Stair Case & Lift space on all floor.
2. Stair & Lift landing on all floors.
3. Common Passage and lobbies on the Ground Floor except car Parking space.
4. Water pump, Water Tank, Water pipes and other plumbing installations.
5. Meter Room and/or common space for installation of meter, electrical wiring and fittings (excluding those as are installed for any particular unit).
6. Drainage and sewerage.
7. Such common parts, areas, equipment, fixtures, fittings and spaces in or about the said building as are necessary for passage, space and occupation of the said units as are specified by the DEVELOPER/PROMOTER expressly to be the common parts after construction of the building but excepting the car parking spaces, which will be under the absolute, ownership and control of the DEVELOPER/PROMOTER / Second party.

THE SCHEDULE 'F' ABOVE REFERRED TO
(Work schedule/specification)

STRUCTURE:

RCC structure of the said Shops/commercial space.

WALL:

Outside wall 8':5" brick and outside wall cement plastering Inside walls 5':3" brick and will be finished with Putty.

FLOORING:

Flooring of all bed rooms and Veranda will be finished Marwar Marvel, drawing/dinning space will be made with colourful Marwar marvel all are in normal skirting.

Contd....P/30

TOILET:

Floors of the toilets will be made Marwar marble/Tiles and wall of toilets will be fixed with glazed tiles upto 6' feet higher.

DOORS & SHUTTER FITTING : Doors & Shutter Fitting will be made of good and durable materials.

WATER LINE:

All water line except rain water pipe will be of I.S.I. quality of Oriplast PVC pipe and size will be provided of standard quality Sanitary Fittings of I.S.I. Standard quality will be provided.

ELECTRIC LINE:

All Electric lines will be concealed wiring with finolex cable and two light points, one fan point one multi plug point in each room and light point on bathroom one light, plug, exhausted fan, Adequate numbers of modular switch board will be provided of standard Company of each shops/commercial space.

ROOF:

4' thick R.C.C. slab and standard quality of roof tiles on top of roof top.

SEWERAGE:

All sewerage line will be connected with the septic tank, surface drain system may be provided (if necessary) connecting to the road side drain.

WATER ARRANGEMENT:

Underground and overhead tanks will be provided for 24 hours supply water one electric motor with pump set will be provided for lifting of water from underground reservoir to overhead tank.

EXTRA CHARGES:

The purchasers shall pay extra towards the proportionate cost of sinking deep tube well for getting separate electric meter.

Contd....P/31

IN WITNESS WHEREOF the parties hereto sign on this Agreement of this day, month and year first above written.

IN THE PRESENCE OF:

WITNESSES:

1. Santanu Sarker
32A/43 Sullen Sarker RD
Po :- Beliaghata
Kolkata - 700010
2. Abdul Mannan
40/4B Ekbal Pur Lane
Kisla Pur Kol
700023

- 1) Bibhas Biswas ✓
- (C) Bibhas Kumar Biswas ✓
- 2) Smiti Biswas ✓
- 3) Sudeshna Kundu ✓
- 4) Sumana Sarker ✓
- 5) Sukanya Ganguly ✓

SIGNATURE OF THE OWNERS/FIRST PARTIES

Md Ayub Ansari ✓

[Signature]

SIGNATURE OF THE DEVELOPER/PROMOTER /
SECOND PARTY

Drafted and prepared by

Sk. Abdul Hannan,
(Sk. Abdul Hannan)

Advocate

Calcutta High Court

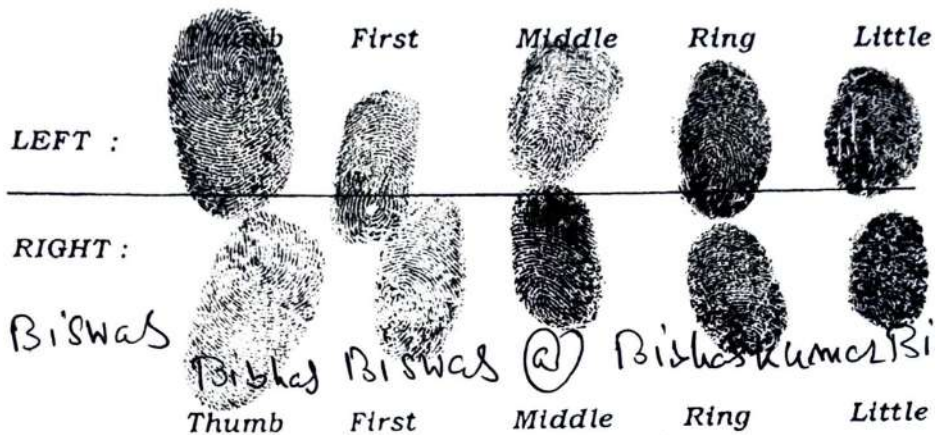
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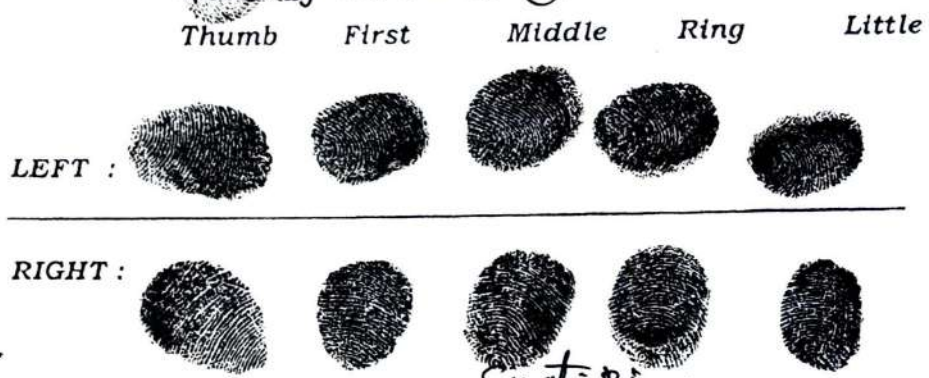
Amrat Benazir
() Bagnan, Howrah.



Bibhas Biswas
@ Bibhas Kumar Biswas



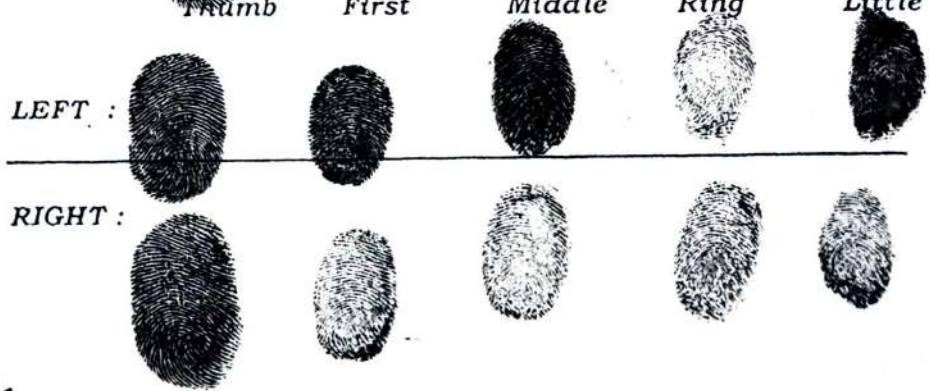
Suati Biswas



Sudeshna Kundu



Sumana Sarkar





Sukanya Ganguly.

Thumb First Middle Ring Little
LEFT :

RIGHT :
Sukanya Ganguly.

Thumb First Middle Ring Little
LEFT :

RIGHT :
Md Ayub Ansari
S. S. Ali
Thumb First Middle Ring Little

LEFT :

RIGHT :

Thumb First Middle Ring Little
LEFT :

RIGHT :



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

GRN Details

GRN:	192022230039597088	Payment Mode:	Online Payment (SBI Epay)
GRN Date:	31/05/2022 15:32:07	Bank/Gateway:	SBICPay Payment Gateway
BRN :	9256294835015	BRN Date:	31/05/2022 15:32:54
Gateway Ref ID:	893683203	Method:	Axis Bank-Retail NB
Payment Status:	Successful	Payment Ref. No:	2001559219/12/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name: SK ABDUL HANNAN
Address: KULITAPARA BAGNAN HOWRAH
Mobile: 9775812303
Depositor Status: Advocate
Query No: 2001559219
Applicant's Name: Mr Sk Abdul Hannan
Identification No: 2001559219/12/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 12

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001559219/12/2022	Property Registration- Stamp duty	0030-02-103-003-02	20000
Total				20000

IN WORDS: TWENTY THOUSAND ONLY.



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

GRN Details

GRN:	192022230039242288	Payment Mode:	Online Payment (SBI Epay)
GRN Date:	31/05/2022 11:45:48	Bank/Gateway:	SBIePay Payment Gateway
BRN :	3266439993623	BRN Date:	31/05/2022 11:46:34
Gateway Ref ID:	893643925	Method:	Axis Bank-Retail NB
Payment Status:	Successful	Payment Ref. No:	2001559219/6/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name:	SK ABDUL HANNAN
Address:	KULITAPARA BAGNAN HOWRAH
Mobile:	9775812303
Depositor Status:	Advocate
Query No:	2001559219
Applicant's Name:	Mr Sk Abdul Hannan
Identification No:	2001559219/6/2022
Remarks:	Sale, Development Agreement or Construction agreement Payment No 6

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001559219/6/2022	Property Registration- Stamp duty	0030-02-103-003-02	15011
2	2001559219/6/2022	Property Registration- Registration Fees	0030-03-104-001-16	8014
Total				23025

IN WORDS: TWENTY THREE THOUSAND TWENTY FIVE ONLY.

Major Information of the Deed

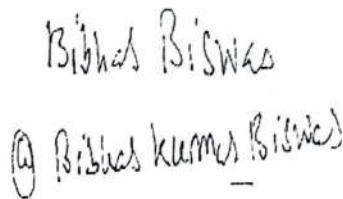
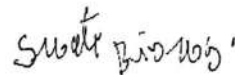
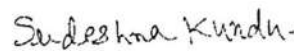
Deed No :	I-0506-02600/2022	Date of Registration	31/05/2022
Query No / Year	0506-2001559219/2022	Office where deed is registered	
Query Date	25/05/2022 10:31:53 PM	A.D.S.R. BAGNAN, District: Howrah	
Applicant Name, Address & Other Details	Sk Abdul Hannan Kulitapara,Thana : Bagnan, District : Howrah, WEST BENGAL, Mobile No. : 9775812303, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 8,00,000/-]	
Set Forth value		Market Value	
Rs. 2,10,000/-		Rs. 1,82,56,726/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,011/- (Article:48(g))		Rs. 8,014/- (Article:E, E, B)	
Remarks			

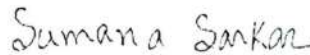
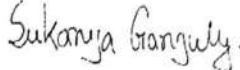
Land Details :

District: Howrah, P.S:- Bagnan, Gram Panchayat: BAGNAN-I, Mouza: Bagnan, JI No: 60, Pin Code : 711303

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1024 (RS :- 1043)	LR-1969	Commercial	Bastu	9.67 Dec	2,00,000/-	1,20,75,413/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
L2	LR-1024 (RS :-)	LR-1960	Commercial	Bastu	4.95 Dec	10,000/-	61,81,313/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
		TOTAL :			14.62Dec	2,10,000 /-	182,56,726 /-	
	Grand Total :				14.62Dec	2,10,000 /-	182,56,726 /-	

Land Lord Details :

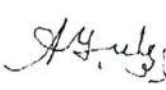
Sl No	Name, Address, Photo, Finger print and Signature			
1	Name Mr Bibhas Biswas, (Alias: Mr Bibhas Kumar Biswas) (Presentant) Son of Late Atal Kumar Biswas Executed by: Self, Date of Execution: 31/05/2022 , Admitted by: Self, Date of Admission: 31/05/2022 ,Place : Office	Photo  31/05/2022	Finger Print  LTI 31/05/2022	Signature  31/05/2022
Chandrapur, City:- , P.O:- Bagnan, P.S:-Bagnan, District:-Howrah, West Bengal, India, PIN:- 711303 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: aqxxxxxx4n, Aadhaar No: 28xxxxxxxx3462, Status :Individual, Executed by: Self, Date of Execution: 31/05/2022 , Admitted by: Self, Date of Admission: 31/05/2022 ,Place : Office				
2	Name Smt Swati Biswas Wife of Late Subhas Chandra Biswas Executed by: Self, Date of Execution: 31/05/2022 , Admitted by: Self, Date of Admission: 31/05/2022 ,Place : Office	Photo  31/05/2022	Finger Print  LTI 31/05/2022	Signature  31/05/2022
Chandrapur, City:- , P.O:- Bagnan, P.S:-Bagnan, District:-Howrah, West Bengal, India, PIN:- 711303 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: cfxxxxxx8m, Aadhaar No: 75xxxxxxxx5792, Status :Individual, Executed by: Self, Date of Execution: 31/05/2022 , Admitted by: Self, Date of Admission: 31/05/2022 ,Place : Office				
3	Name Smt Sudeshna Kundu Wife of Dr Debasish Kundu Executed by: Self, Date of Execution: 31/05/2022 , Admitted by: Self, Date of Admission: 31/05/2022 ,Place : Office	Photo  31/05/2022	Finger Print  LTI 31/05/2022	Signature  31/05/2022
Vikram Bihar Flat G 4A, Ef Block 493/B/19 G T Road S, City:- , P.O:- Shibpur, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: drxxxxxx8j, Aadhaar No: 30xxxxxxxx7133, Status :Individual, Executed by: Self, Date of Execution: 31/05/2022 , Admitted by: Self, Date of Admission: 31/05/2022 ,Place : Office				

Name	Photo	Finger Print	Signature
Smt Sumana Sarkar Wife of Mr Santanu Sarkar Executed by: Self, Date of Execution: 31/05/2022 , Admitted by: Self, Date of Admission: 31/05/2022 ,Place : Office			
31/05/2022	LTI 31/05/2022	31/05/2022	
32 A / 43 Suren Sarkar Road, City:- , P.O:- Beliaghata, P.S:-Phulbagan, District:-Kolkata, West Bengal, India, PIN:- 700010 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: cuxxxxxx8f, Aadhaar No: 41xxxxxxxx7550, Status :Individual, Executed by: Self, Date of Execution: 31/05/2022 , Admitted by: Self, Date of Admission: 31/05/2022 ,Place : Office			
Name	Photo	Finger Print	Signature
Smt Sukanya Ganguly Wife of Mr Binayak Ganguly Executed by: Self, Date of Execution: 31/05/2022 , Admitted by: Self, Date of Admission: 31/05/2022 ,Place : Office			
31/05/2022	LTI 31/05/2022	31/05/2022	
Abantipur, City:- , P.O:- Panchpota, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: bdxxxxxx5r, Aadhaar No: 88xxxxxxxx8494, Status :Individual, Executed by: Self, Date of Execution: 31/05/2022 , Admitted by: Self, Date of Admission: 31/05/2022 ,Place : Office			

Developer Details :

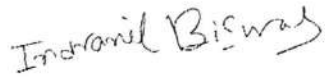
SI No	Name,Address,Photo,Finger print and Signature
1	DA Construction & Infra Private Limited Flat No 11D, Floor 11T , Tower-2 , 2/1 Hossain Shah Road, City:- , P.O:- Khidirpore, P.S:-Ekbalpore, District:- South 24-Parganas, West Bengal, India, PIN:- 700023 , PAN No.: aaxxxxxx2d,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :				
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mohammed Ayub Ansari Son of Munshi Reza Date of Execution - 31/05/2022, , Admitted by: Self, Date of Admission: 31/05/2022, Place of Admission of Execution: Office			
		May 31 2022 3:43PM	LTI 31/05/2022	31/05/2022

Flat Ni- 11 D , Fload 11 T , Tower - 2 , 2/1 Hossain Shah Road, City:- , P.O:- Khidirpore, P.S:-Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx0N, Aadhaar No: 60xxxxxxxx6301 Status : Representative, Representative of : DA Construction & Infra Private Limited (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Indranil Biswas Son of Mr Bibhas Biswas Alias Bibhas Kumar Biswas Chandrapur, City:- , P.O:- Bagnan, P.S:- Bagnan, District:-Howrah, West Bengal, India, PIN:- 711303			
	31/05/2022	31/05/2022	31/05/2022
Identifier Of Mr Bibhas Biswas, Smt Swati Biswas, Smt Sudeshna Kundu, Smt Sumana Sarkar, Smt Sukanya Ganguly, Mohammed Ayub Ansari			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Bibhas Biswas	DA Construction & Infra Private Limited-9.67 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt Swati Biswas	DA Construction & Infra Private Limited-1.2375 Dec
2	Smt Sudeshna Kundu	DA Construction & Infra Private Limited-1.2375 Dec
3	Smt Sumana Sarkar	DA Construction & Infra Private Limited-1.2375 Dec
4	Smt Sukanya Ganguly	DA Construction & Infra Private Limited-1.2375 Dec

Land Details as per Land Record

District: Howrah, P.S:- Bagnan, Gram Panchayat: BAGNAN-I, Mouza: Bagnan, JI No: 60, Pin Code : 711303

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1024, LR Khatian No:- 1969	Owner:বিভাস কুমার বিশ্বাস, Gurdian:অটল কুমার, Address:চন্দ্রপুর , Classification:শালি, Area:0.15000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 1024, LR Khatian No:- 1960	Owner:সুভাস চন্দ্র বিশ্বাস, Gurdian:অটল কুমার, Address:চন্দ্রপুর , Classification:শালি, Area:0.11970000 Acre,	Seller is not the recorded Owner as per Applicant.

On 26-05-2022

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,82,56,726/-



Satyabrata Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGNAN
Howrah, West Bengal

On 31-05-2022

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 15:34 hrs on 31-05-2022, at the Office of the A.D.S.R. BAGNAN by Mr Bibhas Biswas Alias Mr Bibhas Kumar Biswas, one of the Executants.

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

Execution is admitted on 31/05/2022 by 1. Mr Bibhas Biswas, Alias Mr Bibhas Kumar Biswas, Son of Late Atal Kumar Biswas, Chandrapur, P.O: Bagnan, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by Profession Business, 2. Smt Swati Biswas, Wife of Late Subhas Chandra Biswas, Chandrapur, P.O: Bagnan, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by Profession House wife, 3. Smt Sudeshna Kundu, Wife of Dr Debasish Kundu, Vikram Bihar Flat G 4A, Ef Block 493/B/19 G T Road S, P.O: Shibpur, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by Profession House wife, 4. Smt Sumana Sarkar, Wife of Mr Santanu Sarkar, 32 A / 43 Suren Sarkar Road, P.O: Beliaghata, Thana: Phulbagan, , Kolkata, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession House wife, 5. Smt Sukanya Ganguly, Wife of Mr Binayak Ganguly, Abantipur, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by Profession House wife

Indetified by Mr Indranil Biswas, , , Son of Mr Bibhas Biswas Alias Bibhas Kumar Biswas, Chandrapur, P.O: Bagnan, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by profession Others

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

Execution is admitted on 31-05-2022 by Mohammed Ayub Ansari, Director, DA Construction & Infra Private Limited (Private Limited Company), Flat No 11D, Floor 11T , Tower-2 , 2/1 Hossain Shah Road, City:- , P.O:- Khidirpore, P.S:- Ekbalpore, District:-South 24-Parganas, West Bengal, India, PIN:- 700023

Indetified by Mr Indranil Biswas, , , Son of Mr Bibhas Biswas Alias Bibhas Kumar Biswas, Chandrapur, P.O: Bagnan, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 8,014/- (B = Rs 8,000/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 8,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/05/2022 11:46AM with Govt. Ref. No: 192022230039242288 on 31-05-2022, Amount Rs: 8,014/-, Bank: SBI EPay (SBIEPay), Ref. No. 3266439993623 on 31-05-2022, Head of Account 0030-03-104-001-16 Online on 31/05/2022 3:32PM with Govt. Ref. No: 192022230039597088 on 31-05-2022, Amount Rs: 0/-, Bank: SBI EPay (SBIEPay), Ref. No. 9256294835015 on 31-05-2022, Head of Account

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,011/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2863, Amount: Rs.5,000/-, Date of Purchase: 30/05/2022, Vendor name: P Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 31/05/2022 11:46AM with Govt. Ref. No: 192022230039242288 on 31-05-2022, Amount Rs: 15,011/-,

Bank: SBI EPay (SBlePay), Ref. No. 3266439993623 on 31-05-2022, Head of Account 0030-02-103-003-02

Online on 31/05/2022 3:32PM with Govt. Ref. No: 192022230039597088 on 31-05-2022, Amount Rs: 20,000/-, Bank:

SBI EPay (SBlePay), Ref. No. 9256294835015 on 31-05-2022, Head of Account 0030-02-103-003-02



Satyabrata Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGNAN
Howrah, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0506-2022, Page from 54584 to 54629
being No 050602600 for the year 2022.



Digitally signed by SATYABRATA
CHAKRABORTY
Date: 2022.06.01 15:50:41 +05:30
Reason: Digital Signing of Deed.

(Satyabrata Chakraborty) 2022/06/01 03:50:41 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGNAN
West Bengal.

(This document is digitally signed.)