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Positional District Sup Region AGREEMENT FOR DEVELOPMENT

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27 AUG 2025

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Additional District Sub Registrat

27 AUG 2025



THIS DEED IS MADE ON THIS 27TH DAY OF AUGUST, 2025, at BURDWAN BETWEEN

- Mr. SOUMEN BANERJEE, S/o Late Arobinda Banerjee, by Religion Hindu, by Nationality: Indian, by Occupation: Business, Resident of Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9702E; &
- 2. Mrs. RIMPA CHAKRABORTY BANERJEE, W/o Soumen Banerjee, by Religion Hindu, by Nationality: Indian, by Occupation: Housewife, Resident of Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9701H; hereinafter called and referred as the OWNER cum Land Lord (which express or shall unless excluded their respective heirs, Executor, administrators, legal representative and assigns) of the party of the FIRST PART.

AND

1. "BANERJEE ENTERPRISE" (Sole Proprietorship) having its Regd. Office at Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9702E; represented by its Proprietor namely Mr. SOUMEN BANERJEE, S/o Late Arobinda Banerjee, by Religion Hindu, by Nationality: Indian, by Occupation: Business, Resident of Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9702E; hereinafter called the DEVELOPER cum PROMOTER (which express or shall unless excluded its/his/her/their and each of its/their respective heirs, executors, administrators, legal representative and assigns) of the party of the SECOND PART.

whereas: the OWNER is the sole and absolute owner and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attackments around the property whatsoever to howsoever more-fully

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described in the entire First Schedule hereinafter written (hereinafter referred to as the "SAID PREMISES").

AND WHEREAS the First Schedule mentioned property appertaining to L.R. Khatian Nos. 9091 & 9051, comprising in R.S. Plot No. 620(P) corresponding L.R. Plot No. 1193, measuring a total area of land 6 Decimals BY Classification of Land BASTU situated within Mouza - BALIDANGA, J.L. No. 35, within the jurisdiction of BURDWAN MUNICIPALITY, within Mahalla CHOTONILPUR WEST PARA, comprising in Municipal Holding No. 123/1, within Ward No. 14, (hereinafter referred to as "SAID PROPERTY") was previously belonged, held and possessed by GOURI KANTA ROY CHOWDHURY. He obtained the "SAID PROPERTY" by virtue of a Deed of Indenture of Lease being No. 1 - 1578 for the year of 1946, Regd. in the office Burdwan Sadar Registration office. Thereafter the said GOURI KANTA ROY CHOWDHURY sold the "SAID PROPERTY" and transferred his right, title, interest over the "SAID PROPERTY" by virtue of a Deed of Sale being No. I - 1580 for the year of 1946, Regd. in the office Burdwan Sadar Registration office in favour of PYARIMOHAN MUKHERIEE & KISHORIMOHAN MUKHERIEE.

MUKHERIEE & KISHORIMOHAN MUKHERIEE each of them became the joint absolute owner and possessor of the First Schedule mentioned property and enjoying the same for more than 12 years without any interference of any third party. While enjoying his undivided 50% share over the "SAID PROPERTY" the said KISHORIMOHAN MUKHERIEE died in the year of 1968 left behind his intestate successor cum legal heirs namely Niva Rani Devi (as his widow), Manju Banerjee (as his Married Daughter) & Ashoke Kumar Mukherjee (as his son) [as per Hindu Succession Act, 1956]. Thereafter,

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the said Niva Rani Devi. Manju Banerjee & Ashoke Kumar Mukherjee became the absolute joint owner cum possessor of undivided 50% share over the "SAID PROPERTY" left behind by deceased KISHORIMOHAN MUKHERJEE.

AND WHEREAS, after getting the SAID PROPERTY by virtue of the aforesaid process the said PYARIMOHAN MUKHERJEE, Niva Rani Devi, Manju Banerjee & Ashoke Kumar Mukherjee enjoying their absolute right, title, interest, possession over the "SAID PROPERTY" by paying all Land revenue and taxes imposed upon the schedule mentioned property for more than twelve years without any interference of any third party and became the Absolute owner and possessor of the "SAID PROPERTY".

Thereafter, the said <u>PYARIMOHAN MUKHERJEE</u>, <u>Niva Rani Devi.</u>

Manju Banerjee & Ashoke Kumar Mukherjee sold the "SAID PROPERTY" and transferred their right, title, interest over the "SAID PROPERTY" by virtue of a Deed of Sale being No. I – 9270 for the year of 1977, Regd. in the office Burdwan Sadar Registration office in favour of <u>ARATI BHATTACHARYA</u>.

the absolute owner and possessor of the First Schedule mentioned property by recording her Name in the L.R.R.O.R under L.R. Khatian No. 293 within the schedule mentioned Mouza (as per the Doctrine of ONE MAN ONE KHATIAN under the provision of W.B.L.R. Act, 1955) and enjoying the same for more than 12years without any interference of any third party. While enjoying the "SAID PROPERTY", the said ARATI BHATTACHARYA died on 22-04-2015 left behind her intestate successor cum legal heirs namely SAMARENDRA NATH BHATTACHARYA (as her HUSBAND), SABARI BHATTACHARYA GANGULY (as her Married Daughter) & DEBMALYA BHATTACHARYA (as her son) [as per Hindu, Succession Act, 1956]. Thereafter, the said

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SAMARENDRA NATH BHATTACHARYA. SABARI BHATTACHARYA

GANGULY & DEBMALYA BHATTACHARYA became the absolute joint owner

cum possessor of the "SAID PROPERTY" left behind by deceased ARATI

BHATTACHARYA.

By the aforesaid process the said the said SAMARENDRA NATH BHATTACHARYA, SABARI BHATTACHARYA GANGULY & DEBMALYA BHATTACHARYA became the absolute joint owner cum possessor of the "SAID PROPERTY" and mutated their names within the record of L.R.R.O.R. under L.R. Khatian No. 9480 (in the name of SAMARENDRA NATH BHATTACHARYA), L.R. Khatian No. 9481 (in the name of SABARI BHATTACHARYA GANGULY) & L.R. Khatian No. 9482 (in the name of DEBMALYA BHATTACHARYA) within the schedule mentioned mouza (as per the Doctrine of ONE MAN ONE KHATIAN under the provision of W.B.L.R. Act, 1955). Thereafter, they converted the "SAID PROPERTY" from "DANGA" to "BASTU" by virtue of 3 Conversion Cases in which being one Conversion Case No. CN/2021/0201/1232 vide Conversion Certificate Memo No. CONV/1648/BDN-I/2021 dated 08-12-2021, under the provision of Sec. 4C of the W.B.L.R. Act 1955 read with the provision of Rule 5A of W.B.L.R. Rules, 1965 converted area of Land 2 Decimals under L.R. Khatian No. 9480 comprising in L.R. Plot No. 1193, within Mouza Balidanga, J.L. No. 35, P.S. Bardhaman Sadar, Dist, Purba Bardhaman, and another Conversion Case No. CN/2021/0201/1231 vide Conversion Certificate Memo No. CONV/1647/BDN-I/2021 dated 08-12-2021, under the provision of Sec. 4C of the W.B.L.R. Act 1955 read with the provision of Rule 5A of W.B.L.R. Rules, 1965 converted area of Land 2 Decimals under L.R. Khatian No. 9482 comprising in L.R. Plot No. 1193, within Mouza Balidanga, J.L. No. 35, P.S. Bardhaman Sadar, Dist. Purba Bardhaman and

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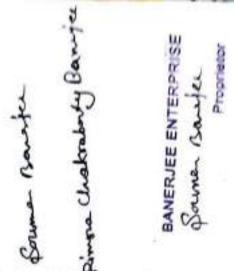


another Conversion Case No. CN/2021/0201/1233 vide Conversion Certificate Memo No. CONV/1649/BDN-1/2021 dated 08-12-2021, under the provision of Sec. 4C of the W.B.L.R. Act 1955 read with the provision of Rule 5A of W.B.L.R. Rules, 1965 converted area of Land 2 Decimals under L.R. Khatian No. 9481 comprising in L.R. Plot No. 1193, within Mouza Balidanga, I.L. No. 35, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, And enjoying their absolute right, title, interest, possession over the schedule mentioned property (obtained by the way of succession) by paying all Land revenue and Municipal taxes imposed upon the schedule mentioned property in their name and enjoying their peaceful possession without any interference of any third party and became the Absolute owner and possessor of the "SAID PROPERTY". Thereafter the said SAMARENDRA NATH BHATTACHARYA. SABARI BHATTACHARYA GANGULY & DEBMALYA BHATTACHARYA Sold cum transferred their right, title, interest over the Said property by virtue of a Deed of Sale being No. I - 6119 for the year of 2023, registered in the office of D.S.R. I Purba Bardhaman in favour of SOUMEN BANERIEE & RIMPA CHAKRABORTY BANERIEE i.e. Land Lord of this Deed measuring an area of 6 DECIMALS of land.

AND WHEREAS, after getting the SAID PROPERTY by virtue of the aforesaid process the said SOUMEN BANERIEE & RIMPA CHAKRABORTY BANERIEE mutated their names within the record of L.R.R.O.R. under L.R. Khatian No. 9091 (in the name of SOUMEN BANERIEE) & L.R. Khatian No. 9051 (in the name of RIMPA CHAKRABORTY BANERIEE) within the schedule mentioned mouza (as per the Doctrine of ONE MAN ONE KHATIAN under the provision of W.B.L.R. Act, 1955) as well as mutated their names within the record of BURDWAN MUNICIPALITY within Mahalla CHOTONILPUR WEST PARA, comprising in Municipal Holding No. 123/1,

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within Ward No. 14. And enjoying their absolute right, title, interest, possession over the schedule mentioned property by paying all Land revenue and Municipal taxes imposed upon the schedule mentioned property in his name and enjoying their peaceful possession without any interference of any third party and became the Absolute owner and possessor of the First schedule mentioned property.

AND WHEREAS to make a proper utilisation of the First Schedule mentioned property the OWNERS has taken decision to construct a multi-storeyed building thereon and by constructing building/s and to develop the premises which is not being looked after by the OWNERS as they are not that experienced in this field of Development and Construction of multi-storeyed buildings and also due their occupational dilemma and thereby the OWNERS have taken decision to construct the multi-storeyed building inclusive of Flats/Residential Units and Car. Parking Spaces and to develop the said premises through a Reputed Developers cum Promoter.

AND WHEREAS that the OWNERS neither have the capacity nor have the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with multistoried building cum housing complex.

AND WHEREAS that the DEVELOPER is itself is a highly reputed Promoter of Real Estate and Developer as a Sole Proprietorship Firm in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and Skill to develop the same. So, the OWNER of the First Schedule mentioned property gave offer to the DEVELOPER to develop the First Schedule properties as mentioned below. In response to that offer the

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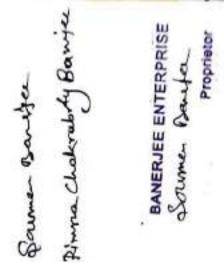
DEVELOPER has accepted on the following terms and conditions as stated below to develop the property with a project for construction of multistoried building.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows: -

ARTICLE 1 - Definition & interpretation:

- 1.1 PREMISES: shall mean the premises with land as stated in the First Schedule of this agreement.
- BUILDING/S: shall mean the proposed multistoried to be constructed as per the Architect's drawings/documents, duly approved by the Burdwan Municipality via its sanction Plan in order to construct multi-storeyed Building comprised with Apartments and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and shall also mean the any additional floors and/or storey on and over the said Top Floor to be constructed as per the Architect's drawings/documents, duly approved by the Burdwan Municipality via its sanction Plan or amendment or modification of Plan in order to construct the said additional floors over the said Top Floor in the proposed Multi-Storied Building comprised with Apartments and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the Second Schedule of this Indenture.
- 1.3. OWNER: shall mean. 1. Mf. SOUMEN BANERJEE, S/o Late Arobinda Banerjee, by Religion Hindu, by Nationality: Indian, by Occupation: Business, Resident of Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9702E; &

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- Mrs. RIMPA CHAKRABORTY BANERJEE, W/o Soumen Banerjee, by Religion Hindu, by Nationality: Indian, by Occupation: Housewife, Resident of Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9701H; and shall include their respective heirs, executors, administrators, representatives, transferees, assignees and nominees.
- 1.4 DEVELOPER: shall mean "BANERJEE ENTERPRISE" (Sole Proprietorship) having its Regd. Office at Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9702E; represented by its Proprietor namely Mr. SOUMEN BANERJEE, S/o Late Arobinda Banerjee, by Religion Hindu, by Nationality: Indian, by Occupation: Business, Resident of Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9702E; and shall include its respective legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees.
- 1.5 COMMON FACILITEIS: shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator space/room, community room, meter room, transformer, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the Third Schedule of this Indenture.
- 1.6 OWNER'S ALLOCATION: shall, mean the absolute right of the OWNER in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNER will be 40% of the proposed building/buildings with Car Parking

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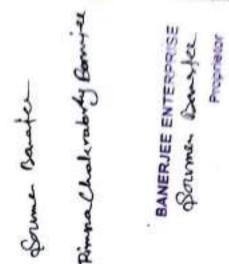


Spaces in Ground Floor being the Multi-storeyed Building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality as per their share over land more specifically mentioned in the First Schedule, i.e., the OWNER will altogether obtain the entitlement of the 40% of the proposed building/buildings with 40 % of the Total Car Parking Spaces in Ground Floor; Here it must be mentioned that OWNER shall enjoy his entitlement of the aforesaid allotted share of 40% of the proposed building/buildings with 40 % of the Total Car Parking Space in Ground Floor and they will sale out the said allocated portion of 40% by themselves in favour of the prospective purchasers without the Allocation of the Developer and will be eligible and entitled take the consideration amount and the OWNER will be entitled and eligible to directly sale the said Unit/Flat/Parking Space or will be entitled and eligible to directly do any documentation or will be entitled and eligible to execute any document and agreement for Sale and the OWNER will be entitled and eligible to take the Monetary Consideration in lieu of his shares alone from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank by themselves and for themselves.

1.7 DEVELOPER'S ALLOCATION:

1.7.1 Shall mean the absolute right of the DEVELOPER in regard to 60% of the Total constructed Portion of the proposed building/buildings and car parking spaces being the multi-storeyed Building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order, to construct Multi-Storied Building comprised with Residential Flats and Parking Spaces as per their respective share over the entire First Schedule mentioned property including Car Parking / Garages and Apartments and Parking Spaces in all the floors EXCEPT the portion defined in

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the OWNER'S ALLOCATION i.e., the DEVELOPER will have exclusive right to enjoy as per its entitlement and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its as defined bereinabove.

- 1.7.2 Roof area which shall be the roof/roves directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the OWNER and DEVELOPER jointly:
- 1.7.3 During the tenure of this Agreement, if the DEVELOPER obtains any excess or further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said land Area of the said building which is to be constructed in accordance with the said Plan then the OWNER shall have their right of 40% of the further newly constructed portion/floor which means that the DEVELOPER shall have the exclusive right of rest 60% of allocation of the further newly constructed portion/floor.
- 1.8 ARCHITECH: shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at his own cost and sole responsibility, subject to the approval of the owner.
- also the other plan/plans for the construction of the building, duly approved by the OWNER and submitted by at the costs of the DEVELOPER to the Burdwan Municipality in order to construct Multi-Storied Building comprised with Residential Flats Units and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Burdwan Municipality.
- 1.10 CONSTRUCTED SPACE; shall mean the space in the building available for independent use and the occupation including the space demarcated for

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common facilities.

- 1.11 SALEABLE SPACE: means, except OWNER'S ALLOCATION the space in the building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 CARPET AREA: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 1.13 COVERED AREA: shall mean the Plinth area of the said Apartments / Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between Two Apartments / Parking Space then one half of the area under such wall shall be included in each Residential Unit / Flat.
- 1.14 UNDIVIDED SHARE: shall mean the undivided proportionate share in the land attributable to each Apartments / Parking Space comprised in the said Holding and the common portions held by and /or here in agreed to be sold to the respective Purchaser and also wherever the context permits.
- 1.15 CO OWNER: shall according to its context mean and include all persons who acquire or agree to acquire Apartments / Parking space in the Building, including the Developer for the Apartments / Parking Spaces not alienated or agreed to be alienated.
- 1.16 APARTMENTS/UNIT: "apartment" whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable

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property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified; as per RERA, Act 2016.

- 1.17 COMMON EXPENSES: shall include all expenses to be incurred by the Co-owner for the maintenance, management and upkeep of the building in the said Holding for common purposes and also the charges to installation of Electricity.
- 1.18 COMMON PURPOSES: shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co-Owner relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.
- 1.19 SUPER BUILT-UP AREA: Super Built-Up Area shall mean as per the Definition of Law in force and Order issued by the Government.
- 1.20 DEVELOPER'S ADVOCATE: Shall mean Advocate, as per choice of the Developer who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building's and the Apartments therein, including the Deed of Conveyance's thereof.
- 1.21 TRANSFER: with its grammatical variations shall include a transfer by and/or of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storeyed building/s to purchasers

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thereof although the same my not amount to a transfer in law.

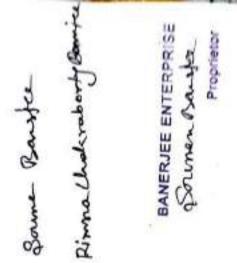
- 1.22 TRANSFEREE/INTENDING PURCHASER: shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPERS ALLOCATION or any space in the building/s has been transferred by the OWNER including the rights of transfer to the extent of his own share as defined and described as the OWNER'S ALLOCATION.
- 1.23 MASCULINE GENDER: shall include feminine gender and vice versa.
- 1.24 SINGULAR NUMBER: shall include plural number and vice versa.

ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS:

The OWNER do and doth hereby declare and covenant with the DEVELOPER as follows: -

- 2.1 That the OWNER is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said premises as mentioned in the First Schedule below.
- 2.2 That the said premises is free from all encumbrances, charges, liens, lispendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature and if such is not still then the OWNER hereby unconditionally undertake to make the said First Schedule mentioned property free form all encumbrances, charges, liens, lispendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within 3 Months from this very date of execution of this Agreement.
- 2.3 That the DEVELOPER will bear the cost of demolishing, dismantling, disintegrating and dissolving the existing construction (if any) and make it vacant if necessary and will take the possession of the vacant land in favour of the DEVELOPER provided that all the debris and rubbish will be retained by





the **DEVELOPER** and shall be the property of the **DEVELOPER** and the **DEVELOPER** will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation.

- 2.4 That the DEVELOPER will bear all expenditure of construction and cost of all necessary and essential materials and equipments which will be required for the purpose of construction of the said building premises and the OWNER will co-operate with the DEVELOPER in all aspects except Financially.
- 2.5 That the OWNER by self or through their constituted attorney shall sign in all other necessary papers, documents, affidavits, declarations etc. require for modification of building plan/revised plan if necessary, and for construction of building which may be required by the Developer for the purpose of construction and development of the said property in the said premises.
 - The DEVELOPER is hereby authorized and empowered in relation to the said construction, so far as may be necessary for apply of quotas of cement, steels bricks and other materials for the construction or the electric meter waster & drainage and other imputes and facilities and for other necessities required for which purpose the OWNER hereby agree upon to execute a separate Power of Attorney in favour of "BANERJEE ENTERPRISE" (Sole Proprietorship) having its Regd. Office at Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9702E; represented by its Proprietor namely Mr. SOUMEN BANERJEE, S/o Late Arobinda Banerjee, by Religion Hindu, by Nationality: Indian, by Occupation: Business, Resident of Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9702E; whereas such power or authority to be executed by a registered Power of Attorney as required by the DEVELOPER to sign by the OWNER all such application as to be require for the purpose and in connection

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with the construct of the proposed building/s and to sell flats and car parking spaces with share in land.

- 2.7 That except the OWNER no one else have any right title interest, claim or demand whatsoever or howsoever in respect of the said First Schedule mentioned premises or any portion thereof.
- 2.8 The OWNER shall pay all revenue and taxes to the competent authority till the transfer of the flat or space premises to the intending purchaser or transferee from the and in respect of the OWNER'S ALLOCATION.
- 2.9 The OWNER have absolute right and authority to enter into the agreement with the DEVELOPER in respect of their title in the said premises agreed to be developed.
- 2.10 That there is no arrear of taxes and / or other levies of impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.
- 2.12 That the said land is not a Debottor or Pirottor property.
- 2.13 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.14 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale or the said property as contemplated in these present.
- 2.15 The OWNER do not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1978 in respect of the said premises.





- 2.16 The OWNER hereby undertake to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, liens, claims, damages, encumbrances and mortgages or any Third Party Possessory Rights or any Third Party Claim in the said premises arising out of or due to the negligence or non compliance of any law, bye-laws rules and regulations of the Burdwan Municipality or Government or local bodies including the Municipality as the case may be by the OWNER and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or branch of any of the said laws, bye-laws, rules and regulations or any accident in or relative to or concerning prior to execution of this Deed and the Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation shall he entirely borne by the Developer or its nominee or nominees. Likewise, the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owner' allocation will be borne by the Owner or their nominee or nominees. Here it must be mentioned that the Owner will not be liable for any consideration received by the Developer from the intending Purchaser/Purchasers regarding the Developer's Allocation after the development of the said premises and likewise the Developer shall not be liable for any act, deed, matter or thing done or caused to be done by the Owner in respect of their Allocation.
- 2.17 That during the continuance of this Agreement the OWNER shall not any way cause any impediment or obstruction whatsoever in the construction or development of complex and building in the said First Schedule mentioned Property and hereunder empower the DEVELOPER to take up the construction work of the new building as per sanctioned plan of Burdwan

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ARTICLE III - COMENCEMENT:

3.1 This agreement shall commence or shall deemed to have commenced on and with effect from the date of execution of this agreement.

ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION:

The OWNER hereby grant exclusive right to the DEVELOPER to build upon and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER may choose by constructing a Multistoried Building thereon by way of the said construction is to be done according to the Burdwan Municipality by-laws, rules and regulations and not otherwise. The entire cost of construction of the building or whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permission and approvals. The owner shall not be required to contribute any amount in that regard. Be it mentioned here that the DEVELOPER will have sole right and authority and shall be entitled to receive the price of the Lift, Transformers, Generators from the Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat Owner in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER and the DEVELOPER will have sole right and authority and shall be entitled to receive the price cum consideration amount of any excess work including the additional and excess work in the Flats from the intending

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Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat Owner in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER.

- ARCHITECT'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality by the DEVELOPER in the name of the owner, and/or the same is/will be awaiting SANCTION/APPROVAL from the Burdwan Municipality, after obtaining clearances from all other statutory bodies.
- 4.3 In the event, the Burdwan Municipality or any statutory authority requires any modification of the plan/plans submitted by the owner, the DEVELOPER shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect and the DEVELOPER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER shall bear all costs thereof for sanctioning the drawings/plans by the Burdwan Municipality and/or the other statutory authorities.
- 4.4 The OWNER hereby executed a Power of Attorney through this Deed only in favour of the DEVELOPER only for the purpose of sanction/corrections and/or amendment of the plan of the building at the said premises, and with sale right, including enter into agreement with the intending purchaser and received the earnest money as well as consideration amount in respect of the allocation of the DEVELOPER.
- 4.5 All applications, plans and other papers including the ARCHITECTS

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DRAWINGS/DOCUMENTS referred to above shall be submitted by the DEVELOPER in the name of the OWNER of the said premises, but otherwise at the cost and expenses of the DEVELOPER only and the DEVELOPER shall pay and bear the EXPENSES for submission of Architects drawings/documents and other like fees, charges and expenses, required to be paid or deposited for SANCTION of the said project design and construction thereon provided always that the DEVELOPER shall be exclusively entitled to all REFUNDS of any and all payments and/or deposits and made by it in that account.

- 4.6 That if at the time of the execution of the deed the record of name of the property remains in the name of any other person except that of the OWNER then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to mutate the names in their names without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.7 That if at the time of the execution of the deed the record of name of the property remains in the name of any other person except that of the OWNER then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to mutate the names in their names without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.8 That if any sort of amalgamation or enamel or separation is needed in regard to the First Schedule mentioned properties, then in that event within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to amalgamate or enamel the property without any further delay and in this respect the DEVELOPER will simply cooperate.

ARTICLE V - TITLE DEEDS:

5.1 Immediately after the execution of this agreement the OWNER shall hand over the Original Title Deed with related documents and other papers and writings

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including the last paid up Municipality Tax Receipts and the other Bills including Revenue / Rent Receipts issued by the Government of West Bengal through B.L.L.R.O relating to the said First Schedule mentioned premises of and/or for necessary searches, to the DEVELOPER / PROMOTER for inspection and record.

- and/or nominee/nominees or the transferees of the OWNER and the DEVELOPER / PROMOTER itself shall be entitled for detailed inspection of the original Title Deed(s) of the OWNER and thereafter the OWNER shall unconditionally handover the custody of the original Title Deed(s) to the DEVELOPER / PROMOTER permanently for the purpose of inspection of the said Title Deed(s) as and when required by any Government Authority and/or Competent Authority and/or Financial Institution and/or Bank, etc at the time of loan sanctioning in favour of the prospective purchaser(s) of the Flat(s) and Parking Space(s) and whatsoever.
- 5.3 Subject to the provisions contained herein, the OWNER have and possess a marketable title to the said premises and the same is free from all encumbrances, charges, liens, lis-pendenses, attachments, trusts whatsoever or howsoever as mentioned above.
- 5.4 The deed of conveyance or deeds of conveyance shall be executed by the OWNER and/or the DEVELOPER as the case may be in such part or parts as the DEVELOPER shall require. The cost and expenses involved for construction shall be borne and paid by the DEVELOPER alone.

ARTICLE VI - EXECUTION OF THE PROJECT:

6.1 As per the plan which will be sanctioned by the Burdwan Municipality and the OWNER by themselves or through their constituted Power of Attorney holder

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namely "BANERJEE ENTERPRISE" (Sole Proprietorship) having its Regd. Office at Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9702E; represented by its Proprietor namely Mr. SOUMEN BANERJEE, S/o Late Arobinda Banerjee, by Religion Hindu, by Nationality: Indian, by Occupation: Business, Resident of Vill. Haripur P.O. Natu, P.S. Raina, Dist. Purba Bardhaman, Pin-713124; having PAN: CBFPB9702E; having obtained all necessary permission, approvals and sanctions, the DEVELOPER will ipso-facto get the privilege to commence construction in respect of the portion of the premises in the possession of the OWNER. The construction will be in accordance with the Burdwan Municipality sanctioned plan. The OWNER shall allow the DEVELOPER purposes of construction and allied activities during the continuation of this agreement and until such time the proposed building is completed in all, respects. During such period the OWNER shall not prevent the DEVELOPER of the said premises from constructing the building in accordance with the plans sanctioned by the Burdwan Municipality.

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In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNER and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNER to carry out the construction of the proposed building which is to be completed within 36 Months from the Date of Starting of Foundation Work, unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of Cod & other natural calamities and hindrances due to procedural delays and subject to force majeure, save and except that the DEVELOPER shall not be entitled to create any possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER shall be entitled to use the said property for



any other purposes other than the purpose of construction of the building in accordance with the sanctioned plan, if such usage of the said property is collaterally or parallelly connected with the said construction work.

6.3 The OWNER will resume to be in possession over the said First Schedule mentioned property in respect to their remaining Portion of the Constructed Building after the completion of the project but not before that and during the continuation of term of the project, i.e. 36 months from the Date of Starting of Foundation Work unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJEURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure. The OWNER or any of their agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during this period the DEVELOPER will enjoy the right of absolute possession over the SAID PROPERTY.

ARITICLE VII - SPACE ALLOCATION

- 7.1 The DEVELOPER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER only and no one else but the said building is to be constructed by the manner and way with all specifications as stated in the Second Schedule of this Indenture.
- 7.2 The OWNER shall be ENTITLED to the OWNER'S ALLOCATION as defined in Clause 1.6 of this agreement. The DEVELOPER shall be ENTITLED to the DEVELOPER'S ALLOCATION as defined in Clause 1.7 of this agreement.
- 7.3 The OWNER shall be entitled to sell, transfer and/or otherwise deal with the owner's allocation of space, except the vacant space, e.g. lawn or/and driveway or/and garden etc., the transfer of which is prohibited under Rules of

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Burdwan Municipality as well as West Bengal Municipal Act and/or by any other law for the time being in force.

- 7.4 In consideration of the DEVELOPER'S having constructed the building at its own costs and provided for the owner's allocation as above, the DEVELOPER shall be entitled to the remaining total super built up space in the said building including common parts and areas.
- 7.5 The OWNER shall be free and shall be eligible and shall be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space alone and or individually and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee from OWNER'S ALLOCATION only by the DEVELOPER where the cost and expenses of such installation must be incurred by the intending purchaser/transferee in favour of the DEVELOPER.

The common area facilities shall be jointly owned by the OWNER and the DEVELOPER for the common use and enjoyment of owner's/developers allocation of space. Here it must be mentioned that OWNER will get and obtain 40% of Total Constructed Portion along with 40 % of the Total Car parking space in the ground floor of the Total Constructed Portion of the proposed building/s cum multi-storeyed Building complex but in respect of the aforesaid allotted share of entire 40% of the total Constructed Portion of the proposed building/s cum residential building complex as per the sanctioned plan of the Burdwan Municipality, as per their share over land more specifically mentioned in the First Schedule, i.e., the OWNER will altogether obtain the entitlement of the 40% of the Total Constructed Portion of the proposed building/s cum multi-storeyed building complex and he will be entitled and free to sale out the said allocated portion of 40% themselves in

favour of the prospective purchasers without the Allocation of the Developer

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and will be eligible and entitled take the consideration amount and the OWNER will be entitled and eligible to directly sale the said Unit/Flat/Parking Space or will be entitled and eligible to directly do any documentation or will be entitled and eligible to execute any document and agreement for Sale and the OWNER will be entitled and eligible to take the Monetary Consideration in lieu of their shares alone from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank by themselves and for themselves.

- 7.7 The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion i.e., 60% of the Total Constructed Portion of the proposed building as stated in the aforesaid Clause No. 1.7 of this Indenture which is not attached with the OWNER'S ALLOCATION i.e., 40% of the proposed building/s and the DEVELOPER may let out, sale out, convey, transfer or any type of settlement in regard and respect to any Flat or Residential Unit and/or Car Parking Space/Garage with the third parties to the extent of 60% space of the total constructed area of the all floors as stated in the aforesaid Clause No. 1.7 of this Indenture and the OWNER will have no right over the said floors except in regard to their own Allocation and they by any or/and all means and also is debarred from claiming any right, title and interest in the near and remote future.
 - 7.8 Both the OWNER and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.
 - In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the fool such as water tanks, antenna etc. In other wards the entire roof right will be devolved upon the DEVELOPER and OWNER jointly as per their share allocation ratio of 60:40 and the Ground Floor and the Under-

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Ground Floor (if any) Right and Allocation will be devolved upon the DEVELOPER and OWNER jointly as per their share allocation ratio of 60:40.

- 7.10 On completion of the building, but therefore giving possession, both the OWNER and the DEVELOPER will conduct a joint survey of the super built-up space/area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocations.
- 7.11 That the DEVELOPER shall alone have the right to allocate flats and parking spaces to the intending purchasers from the DEVELOPER'S ALLOCATION (60 % of the entire construction). The OWNER shall have right whatsoever to enter into any agreement personally with the intending purchasers for sale of OWNER's Allocation Only (40 % of the entire construction), which to be constructed by the DEVELOPER over the land owned by the First Part (OWNER) and the DEVELOPER will have the right to construct further floors in the said proposed building in future if the DEVELOPER obtains further permissions from Burdwan Municipality with the modifications of the Building Sanction Plan (if required) to construct more floors and in that event the OWNER will have no right to appoint any new Developer except for this existing DEVELOPER. Owner will have no right to raise any objection over existing construction. Moreover, OWNER will be entitled to get 40 % of the said proposed new constructed Floors and the Developer will be entitled to get 60 % of the said proposed new constructed Floors if the DEVELOPER obtains further permissions from Burdwan Municipality in future.

ARTICLE VIII - COMMON FACILITIES:

8.1 As soon as the building is completed, the DEVELOPER shall give written notice to the OWNER requiring the OWNER to take possession of their share of allocation in the building and as from date of service of such notice for all times

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thereafter the parties shall be exclusively responsible for the payment of the Burdwan Municipality and property taxes, rate, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as THE SAID RATES) payable in respect of their respective allocations, such rates to be apportioned pro rata with reference to the total super built up space in the building if they are levied on the building as a whole.

- 8.2 The OWNER shall punctually and regularly pay the proportionate share of the said rates to the concerned authorities or to the DEVELOPER or otherwise as specified hereinafter and shall keep the DEVELOPER indemnified against all claims, actions, demand, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the DEVELOPER as the case may be consequent upon a default by the OWNER this behalf in respect of their proportionate share of the said rates.
 - As and from the date of possession, the OWNER shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the flat owner's allocation or other entity/person specified hereinafter service charges for the common facilities in the building payable with respect to the OWNER'S ALLOCATION, and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for electrical and mechanical equipment, switchgear, transformers, generators, pump motor and other electrical and mechanical installations, appliances and equipments, stairways corridors, halfs, passage ways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the owner's allocation or any part thereof the OWNER shall be exclusively

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liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.

ARTICLE IX - CONSIDERATION

- 9.1 The OWNER will not be entitled to get and receive any consideration in terms of advance payment in respect of their allocation which is more specifically mentioned in the "OWNER'S ALLOCATION" as defined in Clause 1.6 of this agreement. The OWNER shall retain their undivided proportionate share or interest share or interest in their land of the said Schedule mentioned property, in proportion to the area allotted to them as per OWNER'S ALLOCATION.
 - 9.2 In consideration of the DEVELOPER agreeing to build and complete in all respect the OWNER'S ALLOCATION to the building at the said premises, and in that regard the said OWNER will not be eligible to get any earnest consideration amount and the OWNER will get their share in terms of monetary consideration at the time of booking of the flats by the intending purchasers and the OWNER by all virtue, in any and all consequence will be entitled to select and elect the said Intending Purchasers' in respect of the OWNER'S ALLOCATION and OWNER will get his shares without any prejudice at the time of booking and/or agreement for sale and/or sale proceeding of the Flats.
 - 2.3 That in respect of the DEVELOPER'S ALLOCATION of 60% Share of the Total Constructed Portion of the Building, the DEVELOPER shall receive the earnest amount from the intending purchasers as per the agreed upon consideration amount and schedule of payment, payable by the intending purchasers and that will be adjusted after receiving advance from the intending purchasers against each Flat and/or Car Parking Space at the time of execution of Agreement of Sale and the same will/may also be adjusted from the consideration amount of the Flat/ Residential Units and/or

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Garage/Car Parking Space at the time of Execution of the Deed of Conveyance.

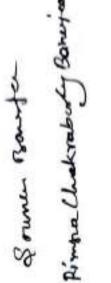
ARTICLE X - TIME FOR COMPLETION:

10.1 The building shall be completed within 36 months from the Date of Starting of Foundation Work, unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure.

ARTICLE XI - MISCELLANEOUS:

- 11.1 The OWNER and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or constructed as a joint venture between the OWNER and the DEVELOPER nor shall the OWNER and the DEVELOPER in any manner constitute an association of persons and this Agreement never be cancelled unilaterally and must be cancelled bilaterally (if necessary) and the OWNER alone shall not have the Power or authority to unilaterally cancel this agreement or the Power of Attorney alone at all.
 - 11.2 The DEVELOPER shall be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm provided that the present representative partner of the DEVELOPER LLP must be the director of the said proposed Private Limited Company or must be the Partner of the proposed Partnership Firm and in that event this agreement would be considered to have been executed between the OWNER and the said Private Limited Company or the Partnership Firm and the terms and conditions contained herein shall be applicable to the said assignee.
 - 11.3 All dealings to be made by the DEVELOPER in respect or the construction of the







Agreement for Sale and also Sale Deed of Flats and Car Parking Spaces and moreover the receiving of earnest consideration amount, advance money etc for sale proceedings from the intending purchaser/customer to be taken and obtained by the DEVELOPER itself and in certain cases with legal necessity it may be made in the name of the OWNER but any such dealings shall not create or foster in any manner any financial, civil and / or criminal liability of the OWNER and the OWNER will not be liable in any case or circumstance in respect of the said project to any Third Party including the Purchaser/Customers.

- 11.4 The DEVELOPER shall be entitled to enter into separate contract or agreements in its name with building contractor, architects and others for carrying out the development at the risk and costs of THE DEVELOPER.
- 11.5 FORCE MAJEURE shalf mean, riot, war, tempest, civil commotion strike or any other act or commission beyond the control of the party affected thereby.
- 11.6 The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a FORCE MAJEURE with a view that obligation of the party affected by the FORCE MAJEURE shall be suspended for the duration of the FORCE MAJEURE.
- 11.7 It is understood that from time to time to enable the construction of the building by the developer, various deeds, matters and things not herein specifically referred to may be required to be done by the DEVELOPER for which the DEVELOPER may require the authority of the OWNER and various applications and other documents may be required to be signed or made by the OWNER relating to which no specific provision has been made herein, the

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OWNER hereby authorized the DEVELOPER to do all such acts, deeds, maters and things and undertakes, forthwith upon being required by the DEVELOPER in this behalf to execute any such additional powers or authorities as may be required by the DEVELOPER for the purpose as also undertakes to sign and execute all such additional applications and other documents as may be reasonably required for the purpose with prior approval of the OWNER and by giving prior information.

- 11.8 The DEVELOPER shall frame the rules and regulations regarding the user and rendition of common services and also the common restrictions, which have to be normally kept in the same and transfer of the OWNERSHIP of flats.
- 11.9 The OWNER and DEVELOPER hereby agree to abide by all the rules and regulations of such management Society/Association/holding organization and hereby give their its consent to abide by the same.
- 11.10 Any notice required to be given by the DEVELOPER shall be without prejudice to any other mode of service available be deemed to have been served on the OWNER if delivered by hand or sent by prepaid registered post.
- 11.11 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the OWNER or the said premises or any part thereof to the DEVELOPER or creating any right, title or interest in respect thereof in favour of the DEVELOPER other than exclusive license to the DEVELOPER to commercially exploit the same in terms thereof.
- 11.12 As and from the date of possession of the building the DEVELOPER and/or its transferees and, the OWNER and/or their transferees shall be liable to pay and bear proportionate charges on account of all other taxes payable in respect of their respective spaces.

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- 11.13 The DEVELOPER shall install any equipment or/and erect and maintain in the said premises at his own cost all facilities required for execution of the project.
- 11.14 The OWNER shall pay and bear all property taxes and other dues and outgoings in respect of the said premises accruing and due as and from the date of handing over possession of the premises (for the commencement of work at the said premises) to the DEVELOPER by the OWNER until delivery and/or the possession of the OWNER allocation in the proposed building.

ARTICLE XIII - ARBITRATION:

12.1 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 one sole Arbitrator who will be elected by the both the PARTIES and the award made and published by sole Arbitrator shall be final and binding on the parties hereto.

ARTICLE XIV - JURISDICTION:

13.1 Burdwan Court alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

The Stamp Duty over the value assessed by the department of the Directorate of Registration and Stamp Revenue Department, West Bengal Government has been paid duly by the Party to the SECOND PART.

The photos, fingerprints, signatures of OWNER, the DEVELOPER are annexed herewith in separate sheets, which will be treated as the part of this Deed.

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THE FIRST SCHEDULE ABOVE REFEREED TO

(Property Details)

(Subject matter of Development)

ALL THAT PIECES AND PARCELS OF VACANT LAND within P.S. BARDHAMAN SADAR, Dist. PURBA BARDHAMAN, appertaining to L.R. Khatian Nos. 9091 & 9051, comprising in R.S. Plot No. 620(P) corresponding L.R. Plot No. 1193, measuring a total area of land 6 Decimals BY Classification of Land BASTU situated within Mouza - BALIDANGA, J.L. No. 35, within the jurisdiction of BURDWAN MUNICIPALITY, within Mahalla CHOTONILPUR WEST PARA, comprising in Municipal Holding No. 123/1, within Ward No. 14, whereas the Property is having the Approach Road of 22 Feet wide Municipal Metal Road. And the entire property is butted & bounded as hereafter.

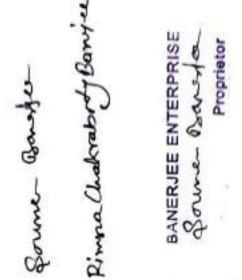
ON THE NORTH BY: PROPERTY OF SUBHENDU MUKHERJEE

ON THE SOUTH BY: 22 FEET WIDE ROAD (IT BHATA Road)

ON THE EAST BY: 21 FEET 9 INCHS WIDE ROAD (BARANILPUR Road)

ON THE WEST BY: 12 FEET WIDE ROAD (UMR 14)

Revenue payable to the State of West Bengal through B.L & L.R.O, Bardhaman Sadar -I.



THE SECOND SCHEDULE ABOVE REFEREED TO

(Construction of Flat and Building Details)

BUILDING STRUCTURE:- R.C.C Framed Structure,

MAIN WALLS & PARTITION WALLS: 200 MM/250 MM Thick Red Brick Work for

Main Walls and 125 MM Thick and 75 MM Thick Red Brick

for Flat Separating Wall and Partition Walls inside the

respectively,

FLOOR:-

Vitrified Floor Titles for All room, Varandha, Hall, Kitchen,

Bath/Toilet.

SKIRTING AND DADO: Tiles, the height not to be exceeded 150 MM High and the

Dado Not Exceeding 200 MM High (For Toilet Glazed

Titles will be used up to a height of 6 Ft. form Skirting).

PLASTERING:-

Plastering to external walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

WOODWORK AND JOINERY: - 100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 mm. Thick solid core Flush door, Thickness of the shutter will be 32 mm. Main Door shutter for the OWNER will be made of quality

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M. S. GRILL WORKS:- All windows will be aluminium framed with necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades

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(if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:-

All the internal wall surfaces and the ceiling will be finished with Putty.

The external wall surfaces will be finished with snow-cem or equivalent cement-based paint. All the wooden surfaces and the steel surfaces will be finished with enamel paint after the necessary priming coat.

FINISHING WORKS FOR GROUND FLOOR:- The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- All the hardware Fittings will be of altiminium. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

ELECTRICAL WORKS:- All the electrical lines will be concealed with copper wires.

with PVC conduit. Each flat will have the following electrical points.

Each Bed Room Two light points, One Plug point, One Fan

Living Room cum Dinning Space Two light Points, One Fan Point, One Plug Point, one Freeze point.

Kitchen One light Point, One Power Point, One Exhaust fan point.

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Exhaust Fan points will be provided in each toilet, including electrical point for the same will also be provided in one toilet.

WATER SUPPLY & DRAINAGE: One overhead water reservoir (PVC) will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat has separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

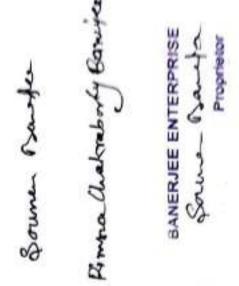
TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, one European commode. Necessary taps will be provided in the toilets and the floor will be of tiles. One basin with tap will be installed at Dining Hall.

Each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:- P.V.C.

ADDITIONAL WORK: Any extra additional work done by the Developer, at the request of the DWNER shall be charged extra at market rate and the OWNER shall have to pay cost of those extra additional works executed by the Developer additionally.

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THE THIRD SCHEDULE ABOVE REFEREED TO

(Common Facilities and Common Parts)

- Entrance and Exits to the Premises.
- 2. Stair Cases,
- Stair Case Landings,
- Stair Head Room and Lobbies on all the floors of the New Building.
- Passage for Entrance,
- Passage in between different blocks,
- Pump (Deep Tube Well of adequate capacity to ensure round the clock).
- Electric Meter & Electric Meter Space,
- 9. Common Room,
- 10. Lift (if any)
- 11. Electric/Utility room, Water Pump room, Generator Room (if any),
- 12. Septic Tanks,
- 13. Boundary Walls with Entrance Gate,
- 14. Overhead Water Tank (PVC),
- Transformer and space (if any).
- 16. Lift/s (if any).
- Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
- 18. Lighting of the Common Portions.
- Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
- Such other parts, areas, equipments, installations, fittings, fixtures and spaces
 in or about the premises and the new building as are necessary for passage to
 and/or user of the Units in common by the Co-Owner.

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IN WITNESSES WHEREOF, the OWNER cum LAND LORD, the DEVELOPER and WITNESSES after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their mother tongue and after satisfaction put their signatures in good health and open mind on the date written above.

WITNESSES:

1. Abrigit Gehost

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2. Swaraj K. Huertapassy

All SIGNATURES OF THE OWNER

SIGNATURES OF THE OWNER

SEAL & SIGNATURE OF THE DEVELOPER

Drafted by me

Advocate District Judges' Court, Purba Bardhaman.

Enrolment No:

WB/442/1993





SIGNATURE Soumen Banefu

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Page: 1912/2012

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Elector's Name

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Rimna Chakraborty Banujee



ভারতের নির্বাচন কমিশন পরিচয় পর ELECTION COMMISSION OF INDIA IDENTITY CARD

UWX1157411



निर्वाष्ट्रकृत नाम

, অভিক্ৰিৎ ঘোৰ

Elector's Name

Abhijit Ghosh

শিক্ষা দান

অনন্ত কুমার ঘোষ

Buther's Name

Ananta Kumar Ghosh

Quel Carr

WW.

Date of Birth

XXXXXX/1991

UWX1157411

किंगना:

3নং তবানি ঠাকুর লেন, শ্যামলাল রোড এস নি. মি, বর্মমান, বর্মমান (সন্মা), বর্মমান, 713104

Address:

3NANG BHABANI THAKUR LEN,SHYAMALAL ROD ES SI. MI, BARDDHAMAN, BURDWAN (SADAR), BURDWAN, 713104

Date: 19/11/2010

260-কৰ্মান কৰিন নিৰ্বাচন কেবেৰ নিৰ্বাচন নিৰ্বাচন বিবাচন বিবাহন ব

क्रिक्ट परिवर्कत क्रम स्कून क्रिक्टक एकोस निर्देश गाँउ एका व नार्वे अपन्य स्कून अर्थक परिवरणक पांच्यक कर्म निर्देश पार्ट की परिवरणका महाने क्रिक्ट पांच्य

in case of change in address mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.

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Major Information of the Deed

(Ma)	1-0203-06707/2025	Date of Registration	27/08/2028	
Deed No :	0203-2002438590/2026	Office where deed is re	gletered	
00613		A.D.S.R. Bardhaman, District Purba Bardhama		
query Date	26/08/2025 2:59:20 PM	A.D.S.R. Bardnarrian, District 7 area		
applicant Name, Address Other Details	Abhijit Ghosh Shyamlal Road, Burdwan, Thana , District : Purba Bardhaman, WE Status : Solicitor firm	ST BENGAL, PIN - 713104, MI	obile No. : 7908211746,	
ransaction		Additional Transaction		
	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
The state of the s		Market Value		
Set Forth value		Rs. 41,45,454/-		
		Registration Fee Paid		
Stampduty Paid(SD)		- contribution E E		
Rs. 7,010/- (Article 48(g))	Received Rs. 50/- (FIFTY only	from the applicant for issuing t	he assement slip.(Urbar	
Remarks	Received Rs. 50/- (FIFTY only area)	I If the supplication is		

District: Purba Bardhaman, P.S.- Barddhaman, Municipality: BURDWAN, Road: Baranilpur Road, Mouza: Balidanga, Jl. No. 25, Pin Code: 752103

No: 3	5, Pin Code Plot	Khatian	Land	Use	Area of Land	SetForth Value (In Rs.)	Market Value (in Rs.)	Other Details
No	Number	Number	Proposed		2.000		20.72.7271-	AAIDDI OI LABOREN
_	-	193 LR-9091	Bastu	Bastu	3 560			Road: 22 Ft., Adjacent to Metal Road,
							20 72 727/-	Width of Approach
L2	LR-1193 (RS:-)	LR-9051	Bastu	Bastu	3 Dec		20,72,72.1	Road: 22 Ft., Adjacent to Metal Road,
	750			-	6Dec	0/-	41,45,454 /-	
		TOTAL:			-			
_	-	Total :			6Dec	0 /-	41,49,4047	

d Lord Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature	
Mr Soumen Banerjee (Presentant) Son of Late Arobinda Banerjee Executed by: Self, Date of Execution: 27/08/2025 , Admitted by: Self, Date of Admission: 27/08/2025 , Place		Captured	Sum min	
: Office	27/08/0825	17	21Y88/2025	

Village: - Haripur, P.O: - Natu, P.S: -Raina, District: -Purba Bardhaman, West Bengal, India, PIN: -713124 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.:: cbxxxxxx2e,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed

by: Self, Date of Execution: 27/08/2025

, Admitted by: Self, Date of Admission: 27/08/2025 ,Place: Office

Name	Photo	Finger Print	Signatura
Mrs Rimpa Chakraborty Banerjee Wife of Mr Soumen Banerjee Executed by: Self, Date of Execution: 27/08/2025 , Admitted by: Self, Date of Admission: 27/08/2025 ,Place	1	Captured	Roma Chak-dong Garage
: Office	20,000,0329	LTI 37/98/29/25	annexes thaman, West Bengal, India, PIN:-

Village: - Haripur, P.O:- Natu, P.S:-Raina, District: -Purba Bardhaman, West 713124 Sex: Fernale, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: cbxxxxxx1h,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed

by: Self, Date of Execution: 27/08/2025

Admitted by: Self, Date of Admission: 27/08/2025 ,Place: Office

Developer Details :

Name Address, Photo, Finger print and Signature SI No

BANERJEE ENTERPRISE

Village:- Haripur, P.O.: Natu, P.S:-Reina, District:-Purba Bardhaman, West Bengal, India, PIN:- 713124 Date of Incorporation:XX-XX-2XX5 , PAN No.:: cbxxxxxx2e,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

	Name,Address,Photo,Finger print and Signature							
1	Name	Photo	Finger Print	Signature				
Se Se	fr Soumen Banerjee on of Late Archinda Banerjee ate of Execution 7/08/2025, Admitted by: elf, Date of Admission; 7/08/2025, Place of dmission of Execution; Office	3	Q Captured	Some transfer				
1		4 ug 37 3025 12 54PM	L.Tr 20159-2025	zrowzes an, West Bengal, India, PIN:- 71312:				

Identifier Details:

Name	Photo	Finger Print	Signature	
Mr Abhijit Ghosh Son of Mr Ananta Ghosh Shyamial Road, Shyamial Road, City:- Burdwan, P.O Rajbatl, P.SBardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713104			Assort Gelecter	
	27/08/2025	27/08/2025	27/08/2025	

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr Soumen Baneriee	BANERJEE ENTERPRISE-3 Dec
Trans	fer of property for L2	
Si.No	From	To. with area (Name-Area)
1	Mrs Rimpa Chakraborty Banerjee	BANERJEE ENTERPRISE-3 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S.- Barddhaman, Municipality: BURDWAN, Road: Baranilpur Road, Mouza: Balidanga, Jl No: 35, Pln Code : 713103

Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1193, LR Khatian No:- 9091	Owner:সক্ষর কালাই, Gurdian:সক্ষর , Address:দিল , Classification:ফল, Area:0.03000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 1193, LR Khatlan No:- 9051	Owner:জন্ম চেনজী ব্যাহারী, Gurdian:গোলদ বালাকী, Address:জিজ . Classification:ভাজ, Area:0.03000000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : 1 - 020306707 / 2025

On 27-08-2028

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1982)

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

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

Presented for registration at 12.15 hrs. on 27-08-2025, at the Office of the A.D.S.R. Bardhaman by Mr. Soumen Baneriee , one of the Executants

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this properly which is the subject matter of the deed has been assessed at Rs 41,45,454/-

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

Execution is admitted on 27/08/2025 by 1. Mr Soumen Banerjee, Son of Late Arobinda Banerjee, P.O. Natu, Thana-Raina, Purba Bardhaman, WEST BENGAL, India, PIN - 713124, by caste Hindu, by Profession Business, 2 Mrs Rimpa Chakraborty Banerjee, Wife of Mr Soumen Banerjee, P.O. Natu, Thana: Raina, , Purba Bardhaman, WEST BENGAL, India, PIN - 713124, by caste Hindu, by Profession House wife

Indetified by Mr Abhijit Ghosh, ... Son of Mr Ananta Ghosh, Shyamlal Road, Road: Shyamlal Road, . P.O: Rajbati, Thana Bardhaman

City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713104. by caste Hindu, by profession Professionals

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

Execution is admitted on 27-08-2025 by Mr Soumen Banerjee, PROPRIETORSHIP, BANERJEE ENTERPRISE (Sole Proprietoship), Village:- Haripur, P.O.- Natu, P.S.-Raina, District:-Purba Bardhaman, West Bengal, India, PIN:- 713124 Indetified by Mr Abhijit Ghosh, . . Son of Mr Ananta Ghosh, Shyamlal Road, Road; Shyamlal Road, , P.O. Rajbati, Thana Bardhaman

City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Professionals

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 400.00/- (E = Rs 400.00/-) and Registration Fees paid by , by Cash Rs 0.00/-, by online = Rs 400/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 27/08/2025 12:44PM with Govt. Ref. No: 192025260235058348 on 27-08-2025, Amount Rs: 400/-, Bank; SBI EPay (SBIePay). Ref. No. 1978304212327 on 27-08-2025, 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 , by Stamp Rs 5,000.00/-, by online = Rs 2,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5469, Amount: Rs.5,000.00/-, Date of Purchase: 27/08/2025, Vendor name: GOLAM MOHABUB

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/08/2025 12:44PM with Govt. Ref. No: 192025260235058348 on 27-08-2025, Amount Rs: 2,010/-, Bank: SBI EPay (SBIePay), Ref. No. 1978304212327 on 27-08-2025, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0203-2025, Page from 171029 to 171080 being No 020306707 for the year 2025.



5-

Digitally signed by SANJIT SARDAR Date: 2025 09:10 13:38:19 +05:30 Reason: Digital Signing of Deed.

(Sanjit Sardar) 10/09/2025 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman West Bengal.