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P-4581/2020



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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certified that the Document is Admitted to Registration the Signature Sheet and the Enclosures attached with this Document are the Part of the Document.

A. D. S. Dargan
Burdwan

2 OCT 2020

****DEVELOPMENT AGREEMENT****

Dist.-Burdwan (Paschim Bardhaman), P.S.- New Township,

Mouza- Fuljhore (ফুলঝোড়), J.L. No.82 (now 107),

R.S. Plot No.1203, L.R. Plot No.4850,

Area of land - 7.4 Katha more or less 12.21 Decimal,

Under The Area of Durgapur Municipal Corporation

09.10.20
1.35

by
D. S. Dargan
Burdwan

08 OCT 2020

SI No. 1553 Date
Sold to. Itu Bhattacharyee & another.
Address. Durgapur-6

Value of Stamp 5000/-
Date of Purchase of the stamp
Prepar from Treasury 08 OCT 2020
Name of the Treasury from

Durgapur
Chatterjee
Somnath Chatterjee
Stamp Vendar
A.D.S.R. Office, Durgapur-16
Licence No.-1/20'6.17



Itu Bhattacharyya
Itu Bhattacharjee



1837

Itu Bhattacharyya
Itu Bhattacharjee



1838

Rinu Ghosh

Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

09 OCT 2020



1839

GENESIS RESIDENCY
Soumika Kunder Roy
Partner



1840

GENESIS RESIDENCY
Lajmoykutta
Partner

Rohel Bauri
S/o Nepal Bauri
Sonbarpur
09P-12

This Development Agreement is made on this the 09th day of October, 2020.

B E T W E E N

1) SMT. ITU BHATTACHARYA [ALIAS ITU BHATTACHARJEE] [PAN No.AYAPB7203Q] wife of Sri Pradip Bhattacharjee, by faith -Hindu, by occupation-Housewife, resident of-Fuljhore, P.O.-Fuljhore, P.S.-New Township, Dist.-Paschim Barddhaman, W. B., Pin-713206.

2) SMT. RINA GHOSH [PAN No.BMGPG3308E] wife of Sri Mukti Pada Ghosh, by faith- Hindu, by occupation-Housewife, Indian Citizen, resident of-Vill.-Shankarpur, P.O.-Arrah, P.S.-N.T.S., Dist.-Burdwan(now Paschim Bardhaman), W.B., Pin-713212

Hereinafter referred to & called as the "**Landowners**" (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean & include his/her/their legal heirs, successors, executors, legal representatives and assigns) on the First Part.

A N D

M/S GENESIS RESIDENCY, [PAN No.AAPFG7654R], a Partnership Firm, having its' office at - Holding No.RC/96, Street No.29, Urbashi Phase-II, ADDA, Bengal Ambuja, P.O.-City Centre, P.S.-Durgapur, Dist.-Paschim Barddhaman, Pin-713216, (Represented by its partners namely; i) **SRI SOUMYA KANTI ROY** [PAN No. AORPR8153C], s/o Lt. Santosh Kumar Roy, by faith-Hindu, by occupation-Business, Indian Citizen, residing at - 4/19, J.N. Das Path, Kabiguru, P.O.-City Centre,P.S.-Durgapur, Dist.-Paschim Barddhaman, Pin-713216, & ii) **SRI TANMOY DUTTA** [PAN No. ALYPD9123C], s/o Sri

Amal Kanti Dutta, by faith-Hindu, by occupation-Business, Indian Citizen, resident of B1-96/4, MAMC, Durgapur, P.O.-MAMC, P.S.-NTS, Dist.- Paschim Barddhaman, Pin-713210).

Hereinafter referred to & called as "**DEVELOPER**" (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean and include his/its' successors-in-office, legal representatives, legal heirs, administrators, executors, and assigns) on the Second Part.

WHEREAS the Landowners are seize, owned and possess of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring an area of land 7.4(Seven point Four) Katha more or less 12.21(Twelve point Two One)Decimal, in the Dist.-Paschim Barddhaman, under P.S.-New Township, within Mouza-Fuljhore, J.L. No.82 (now 107), R.S. Khatian No.295(Two Hundred Ninety Five), L.R. Khatian No.2849(Twenty Eight Hundred Forty Nine), & 2891(Twenty Eight Hundred Ninety One), R.S. Plot No.1203(Twelve Hundred Three), L.R. Plot No.4850(Forty Eight Hundred Fifty), by virtue of Regd. Sale Deeds vide Nos.I-4692/2007 & 4947/2007 of A.D.S.R. Durgapur, which is hereinafter more fully mentioned in the "First Schedule", and hereinafter called as "said property".

AND WHEREAS the Landowner No.1 has got the ownership & possession in respect of Part-I of the "First Schedule" mentioned property, by virtue of Regd. Sale Deeds vide No.I-4692/2007 of A.D.S.R. Durgapur, and her name has duly been recorded in the L.R.R.O.R. vide Khatian No.2849 of Mouza-Fuljhore, and the Landowner No.2 has got the ownership & Possession in respect of thePart-II of the "First

Schedule” mentioned property, by virtue of Regd. Sale Deeds vide No.I-4947/2007 of A.D.S.R. Durgapur, and her name has duly been recorded in the L.R.R.O.R. vide Khatian No.2891 of Mouza-Fuljhore.

AND WHEREAS the Landowners desire to develop the “Said Property”, after amalgamating the same into one unit & within a common boundary, by construction of multi-storied building/s up to maximum limit of floor, consisting of as many as flats, units, garages etc., with the permissions of the Durgapur Municipal Corporation, and/or Asansol Durgapur Development Authority and/or any other concern Authority/Authorities, and due to paucity of funds and lack of sufficient time & experience, they are not able to take necessary steps in everywhere for the said development construction works, as such the Landowners have approached the developer herein, to do the said development construction work at the developers’ cost & expenses, with the permissions & approvals of the Durgapur Municipal Corporation, and/or Asansol Durgapur Development Authority and/or any other concerned Authority/ Authorities, and Developer herein after prolonged discussion with the Landowners, has agreed to do the development construction work over the schedule mentioned property, and to avoid any future disputes & litigation, both the parties AGREED to prepare and execute this written agreement on the terms & conditions having been settled by & between the parties after mutual discussion.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED &

AGREED BY THE PARTIES AS FOLLOWS:-

- 1) That this agreement shall be deemed to have commenced on and with effect from the date, month and the year first above written.

2) GENERAL MEANING OF THE TERMS:-

- i) BUILDING: shall mean the proposed multistoried building/s up to maximum limit of floors consisting of as many as flats/units, garages etc., to be construct by the Developer herein, according to the permissions & approvals of the Durgapur Municipal Corporation and/or Asansol Durgapur Development Authority and/or any other concern Authority/Authorities, on the 'said property' more-fully and specifically described in the "First Schedule" written hereunder, and the said multistoried building is hereinafter referred to as the "SAID BUILDING".
- ii) PREMISES as well as SAID PROPERTY: shall mean ALL THAT piece and parcel of land measuring an area of land 7.4(Seven point Four) Katha more or less 12.21(Twelve point Two One)Decimal, in the Dist.-Paschim Barddhaman, under P.S.-New Township, within Mouza-Fuljhore, J.L. No.82 (now 107), R.S. Khatian No.295(Two Hundred Ninety Five), L.R. Khatian No.2849(Twenty Eight Hundred Forty Nine), & 2891(Twenty Eight Hundred Ninety One), R.S. Plot No.1203(Twelve Hundred Three), L.R. Plot No.4850(Forty Eight Hundred Fifty), more-fully and particularly mentioned, described, explained, enumerated and provided in the 'First Schedule' hereunder written and/or given, and the premises hereinafter referred to as the "SAID PREMISES as well as SAID PROPERTY".
- iii) PLAN: shall mean the Approved Building Plan for construction of the 'said building' on the 'said premises, which will approve and/or permit by the Durgapur Municipal Corporation &/or by the concerned Authorities, and shall also include variations/modifications, alterations therein, that may be made by the

Developer herein, if any, as well as all revisions, renewals and extension thereof, made or caused by the Developer and/or the Landowner with mutual consent.

- iv) DEVELOPMENT AGREEMENT: shall mean this Agreement Between the Landowner and the Developer herein relating to the development, promotion, construction, erection of building/s at and upon the 'said premises', and shall also include all amendments, modifications, alterations, and changes, if any, made therein and all extensions, if any, thereof from time to time.
- v) THE UNIT/FLAT: shall mean any Unit/Flat/apartment or any other covered space in the said Building/s, which is capable of being exclusively owned, used and/or enjoyed, and the Unit/Flat in the said Building/s lying/erected at and upon the said premises, and the right of common use of the common portion to the concerned Unit/Flat, and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat.
- vi) PARKING SPACE: shall mean the covered space at the Ground Floor of the said Building/s and also surrounding the said proposed multistoried Building/s, if any that may be earmarked by the Developer herein.
- vii) ARCHITECT(S): shall mean such Architect(s) whom the Developer may from time to time, appoint for execution of the development of the schedule mentioned land.
- viii) PROJECT: shall mean the proposed multistoried building/s up to maximum limit of floors, consisting of as many as flats/units/garages

etc. i.e. the construction work of development, undertake and to be done by the Developer herein, over the "said premises" in pursuance of the Development Agreement and/or any modification or extension thereof, till the completion of such development, erect, promotion, construction of the multistoried building/s at and upon the said premises.

- ix) LANDOWNERS:- shall mean **SMT. ITU BHATTACHARJEE** w/o Sri Pradip Bhattacharjee & **SMT. RINA GHOSH** w/o Sri Mukti Pada Ghosh, and his legal heirs, successors, executors, legal representatives and assigns.
- x) DEVELOPER: shall mean **M/S GENESIS RESIDENCY**, a partnership firm, (Represented by its partners namely; i) **SRI SOUMYA KANTI ROY**, s/o Lt. Santosh Kumar Roy, & ii) **SRI TANMOY DUTTA**, s/o Sri Amal Kanti Dutta, & its' successors-in-office, legal representatives, legal heirs, administrators, executors, and assigns).
- xi) FORCE MAJEURE: shall mean & include natural calamities, act of god, fire, civil commotion, riot, war, strike, lockout, notice or prohibitory order from any authority, shortage of essential commodities, Labour unrest, Local problem and/or local disturbance, and/or any other act or commission or circumstance beyond the control of the Developer.
- xii) EFFECTIVENESS:- This agreement shall become effective from the date of execution of this agreement.
- xiii) COMMENCEMENT OF CONSTRUCTION WORK: shall mean the "DATE" on which the Developer will start excavation of earth at the "said premises" to do the development construction

work/construction of the said Building/s, within 1(One) month, after receiving approved Building Plan & it's allied permissions & approvals for the same, and/or HIRA registration (if required), from the concerned authority/authorities. Be it mentioned the Developer herein shall intimate the "Date" by writing to the Landowners herein.

xiv) WORDS COMMONLY USED TO REFER THE MASCULINE GENDER:
Shall include the feminine and neuter gender and vice versa.

xv) SINGULAR NUMBER: Shall include the plural and vice-versa unless the context states otherwise.

3) LANDOWNER'S & DEVELOPER'S ALLOCATION

That it has been agreed between the parties that the tune of share or division of the units/Flats/apartment to be construct by the Developer herein on the 'First Schedule' below property, will be 40:60 ratio, i.e. the Landowners together will get 40% constructed Area of Flat/s, from Ground Floor to Fifth Floor and the Developer will get the entire construction area, after deducting the Landowners allocation, as mentioned in the "Second Schedule" hereunder.

4) Duties & Liabilities of the Landowners, and it is hereby undertake & agreed by the Landowners follows:-

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- i) That the Landowners are now absolutely seize and possess of or otherwise well and sufficiently entitled to the 'said premises' as the absolute owners, free from all encumbrance having marketable title thereof, and without receiving any notice for acquisition and requisition from any authority, having been beyond the ceiling limit under the Urban Land (Ceiling and Regulation Act, 1976), and being not attached with any suit, decree or order of any court of law or due

Income Tax or Revenue or any public demand whatsoever, in spite of that, if there is an dispute in respect of the title of said property, then the Landowners shall be fully responsible and shall be solve the same at their own costs and expenses as early as possible from the date of raising out of the said dispute.

- ii)** That the Landowners in pursuance of this agreement, will hand-over the peaceful physical vacant possession of the 'said premises' as mentioned in the "First Schedule" hereunder, to the Developer herein, for the proposed development project/construction of multistoried building/s, simultaneously within 7(seven) days from the execution of this agreement, or within 7(seven) days from the demand of the Developer for vacant possession of the same, and the same shall remain under the possession of the Developer, till the completion of the said proposed development project/construction of building/s, and till handover of the possession of all flats/units/apartments thereof, with registered deed of conveyance(s)/sale by each of unique intended owner/s thereof.
- iii)** That the Landowners shall pay all taxes, fees, outgoings and etc. including arrears of the Government/Durgapur Municipal Corporation and/or any other authority/authorities before the concerned authority/authorities in respect of said premises, till the date of signing of these presents.
- iv)** That if any dispute arises regarding the title and ownership & possession in respect of the said premises of the Landowners herein, from any person/s or any other, then the Landowners at their own costs and expenses shall clear the "said property" having establishing of right and marketable title in their names, free from all

encumbrance, though the Landowners admit that no suits and /or proceedings and /or litigations are filed/pending before any court of law in connection with the said property or any part thereof, and if any dispute arise in future in respect of the said property & against the development works thereon, & for which if the Developer became unable to continue the said project thereon, then the Landowners shall always be present to assist the developer to solve the dispute/problem in respect of the "Fist Schedule" hereunder, and the time, which will be/may be lapsed to settle the dispute/problem, that time, shall be added/extended to the total time period for the completion of construction work, in accordance with this agreement.

- v) That the Landowners shall not claim any manner save & except that written in the "Second Schedule" herein below in respect of his allocation in respect of the "said Building/s"
- vi) That the Landowners during the continuance of the development work, of the project shall not cause any impediment, hindrance or obstruction in whatsoever nature and/or manner in the construction of the proposed building and/or project caused by the developer.
- vii) That the Landowners shall not sell, lease, mortgage, let-out and/or charge the said premises and/or any part thereof, towards any third party on and from the date of execution of this Agreement, till the date of completion of the project including subsisting of this Agreement, and, also the Landowners shall not, do any acts, deeds or things, where by the Developer may be prevented from selling, assigning and/or disposing of any portion fallen under the Developer's allocation in the said proposed building. It is further declared by the Landowners that he did not sign and/or execute any

agreement in any manner with any third party in respect of the "First Schedule" property, and subsequently, if any sort of agreement/s is/are found then the same will be treated as cancelled.

viii) That the Landowners shall have right & power to terminate this agreement, after expiry of the time period, as mentioned below, in Clause 5(ix) of this agreement, and in that case, the Landowners shall have right to engage any new Developer for completion of remaining development works at the First Schedule hereunder, after securing the investment of the Developer herein till that time, otherwise the Landowners shall enter into a fresh agreement with the Developer herein, on the terms & conditions, as settle between them amicably.

ix) That all the original title Deeds, Parcha/land records of rights/Tax Receipts & other relevant documents/papers, in respect of the "First Schedule" hereunder, shall remain under the custody of the Landowners, after execution of these agreement, and the Landowners shall be liable to present the documents, as and when necessary by the Developer and also in every other needed occasions, before any authority(ies)/office(s), as & when, became necessary to produce the same, for the development construction work at the "First Schedule" hereunder.

x) That Landowners shall be liable to pay the proportionate share of cost in connection with D.G. setup, Expenses for Electricity Connection, & all other amenities attach to the proposed project/building/s at the "said property", in connection with their respective allotted flat/unit/apartment, in addition to the Govt. taxes like; GST etc., towards the Developer herein

xi) That after execution of this agreement, the Landowners shall always be present to put their signatures in any document, form, application, etc., in favour of the Developer herein, which are necessary for the development construction work at the "First Schedule" hereunder save and except the Landowners shall not be responsible in any way to any present or future financial liability of the Developer, neither the project of development shall be approved if there will be a least chance of financial liability of the landowners. The property mentioned in the First Schedule cannot be mortgaged by both the Parties.

xii) That upon execution of this agreement the Landowners shall grant a Development Power of Attorney in favour of the Developer herein, within 7(seven) days from it's demand.

5) Rights, Duties & Liabilities of the Developer, and it is hereby undertake & agreed by the Developer as follows:-

i) That the Developer by these presents, shall have every right and power to start all kinds of development works of the proposed project on and from the date of signing of this agreement, including obtaining plan & permission from the Durgapur Municipal Corporation and/or by the concerned authority, including the proper plan for development of the said property described in the "First Schedule" hereunder written, and to submit the same to the Durgapur Municipal Corporation and/or by the concerned authority for obtaining approval to the same, and to enter upon the said property, either as on or along with others, to look after and to control all the affairs of the proposed development works, and to erect new building and structure by virtue of the sanctioned building

plan, and to supervise the development work in respect of the new construction through contractors, sub-contractors, architects and surveyor's as may be required by the said developer for construction of the proposed building/s and structures of the said property in accordance with the Building Plan and specifications sanctioned by the Durgapur Municipal Corporation and/or by the concerned authority.

- ii) That the Developer shall give intimation to the Landowners, in every months, about the progress of their steps/initiatives, to get approved Building Plan, and it's allied permission & approvals, and HIRA registration (if necessary), from the concerned authority/ies. It is particularly and strictly mentioned that the Developer should get the approved plan and other permissions as necessary within 10(ten) months from the date of execution of this agreement and if the Developer, without any reasonable cause, willfully neglects or delays to get the said permissions & approvals, in that case, the Landowners can terminate this agreement and/or enter into a new agreement on fresh terms of allocation. The time frame of 10(ten) months will exclude any and all such times elapsed due to any/all circumstances/events/situations which is out of control of the Developer. In the event of termination of this agreement, before termination, all expenses as borne out by the Developer from start of execution, till such termination shall be immediately refunded by the Landowners on production of proper vouchers/ receipts/ acknowledgements.

- iii) That the Developer by these presents, shall have every right and power to collect and receive earnest money and/or advance or part payment of full consideration from any prospective buyer/s or

purchaser for booking and sell/transfer of such flat/s, and parking space/s, and also to receive and collect or demand the consideration amount for the same, and for that act/s or purpose/s to make sign and execute and/or give proper and lawful discharge for the same, in respect of allocation of the Developer.

- iv) That the Developer by these presents, shall have every right and power to sell, transfer, assign and dispose of any unit/s or flat/s, and parking space at the said proposed multistoried building/s or project at the said premises, in respect of Developer's allocated portion, on ownership basis towards any intending purchaser/s or buyer/s, and/or in any other manner as may be deem fit and proper, and accept final consideration money in regards to the unit/flat/apartment/portion with common facilities at the said proposed project at the "First Schedule" herein, as deem fit & proper, after receive Regd. Development Power of Attorney from the Landowners herein.
- v) That the Developer by these presents, shall have every right and power, to execute from time to time, agreements or agreement for sale, of such flat/s or apartment/s or garage/s, and to transfer the same, on ownership basis by conveyance in respect of the multistoried building/s, which will be constructed on the said property, and also to execute and sign conveyance, transfer and surrender in respect of the said property, or any part thereof, and present document/s for registration, and to admit the execution of any such document/s before the appropriate registering authority, in respect of the allocation of the Developer, after receive Regd. Development Power of Attorney from the Landowner herein.

- vi) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, which will be needed by the Developer for the proposed development project, shall be prepared by the developer at its' own costs and expenses in the name of the Landowners &/or their name, without reimbursement the same by the Landowners, and the Landowners shall sign on the plan application, papers, documents etc., when the developer asked for the same without demanding any remuneration and/or money for the same.
- vii) That by virtue of these presents, the Developer is hereby empowered to raise the construction of the proposed new multistoried building/s of maximum limit of floors consisting of as many as flats, garages etc. on the above mentioned property as well as on the property more-fully mentioned in the "First Schedule" hereunder by investing his own finance, and, the Developer may take Construction Loan/Project Loan or take loan/borrowed money from any financial institutions or any Nationalized, Private or Public Sector Banks for the proposed construction of the project at the "First Schedule" hereunder, and the Landowners shall not be liable in any course of incident for the same.
- viii) That the Developer shall be authorized in the name of the Landowners, if necessary to apply for temporary and/or permanent; connection for electricity, sewerage, drainage, water and/or other facilities, if needed, for the construction of the building as well as completion of the projects, at the costs of the Developer.

ix) That the Developer shall complete the construction of the "Said Building/s" and/or 'Project' at its costs and expenses in pursuance of the sanction Building Plan & Permissions within **24(Twenty Four) months** with further additional period of **6(Six) months**, if needed, and the time shall be computed on and from the date of "Commencement of Construction Work", subject to the circumstances of Force Majeure, and within the aforesaid time period, if the Developer fails to complete the development construction work of the project, then this agreement shall automatically be extend for further 12(Twelve) months, after expiry of the aforesaid time period, and in that case, the Landowners shall get 2% extra constructed area, in addition to the percentage as mentioned in Clause (3) above, and Second Schedule hereunder. However, after expiry of the aforesaid extended 12(Twelve) months, this agreement can be terminated according to the will and wish of the Landowners, only after securing the investment made by the Developer till that time. If the landowners wishes to cancel this agreement after securing the investment of the Developer (as will be certified by a valuer to be mutually appointed), then the Developer shall be precluded for taking any steps against the Landowners for their any harassment.

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x) That the stipulated time for construction as stated above shall be extended, if the Developer is prevented to continue the Development Works of the project by any unforeseen reasons beyond the control of the Developer and/or force majeure, and in that case, the time so to be elapsed should be extended further beyond the aforesaid contractual period without raising any objection from the part of the

Landowners, however the fact of such extension shall be intimated to them by the Developer in advance.

- xi)** That after the execution of these presents, all the taxes, rates, fees, outgoings etc. in respect of the "said premises" shall be borne the Developer till the date of hand-over the allocation to the respective unit/flat owner/s except for any pending dues which shall be borne by the Landowners.
- xii)** That the Developer shall continue the development construction works of the "said Building" at the "said Premises" under the name & style, as the Developer shall choice/ fix and that will be final.
- xiii)** The Developer hereby undertakes to keep the Landowners indemnified against any third party, claim, suits, costs, proceedings and claims for any third party including and /or statutory authorities and /or adjacent neighbors, which may arise out of the Developer's actions with regard to the development and/or construction of the building on the "said premises".
- xiv)** That the Developer by virtue of these presents, shall have right &/or authority to deal with any prospective buyer/s, &/or enter into any contract, &/or agreement with the buyer/s, to take advance and to borrow money, against any unit/flat/parking, in respect of the Developer's allocation, from any Nationalized, Private or Public Sector Bank &/or financial institution.
- xv)** That the Developer, by virtue of this agreement, shall have no right to take construction loan or project loan, from any Bank or Financial Institutions, for the development construction work at the "First Schedule" hereunder.

- xvi) That the Developer shall be responsible for any acts, deeds, or things, done towards any fund collection from any prospective buyer/s and/or any person/s and/or authority(ies), and the Landowners shall not be liable or responsible for the same, in any circumstances.
- xvii) That the Developer shall be liable/responsible for receipt of any booking amount/advance/full consideration amount in connection with any agreement for sale from one or more prospective buyer/s in respect of the proposed project at the First Schedule hereunder.
- xviii) That the Developer has not acquired any ownership or title, and/or no such ownership or title has transferred in favour of the Developer herein, by virtue of this Agreement, in respect of the "First Schedule" hereunder.
- xix) That, once this agreement is terminated, the Landowners are free to develop the land mentioned in the First Schedule by their own or by other Developer(s) only after securing/refunding/adjusting all the investments made by the present "Developer" mentioned in this agreement till that time.

6) Mutual consent of the Parties :-

- i) That all the terms & conditions of this agreement shall be bound to obey by all the parties of these presents.
- ii) The Landowner and the Developer have entered into these presents purely as a contract, and nothing contained herein shall be deemed to constitute as a partnership between the Landowners and the Developer in any manner, nor shall the parties here to be constituted as Association of persons.

- iii)** That if any fraction figure is come-out, at the time of handover the allocation of the Landowner, as mentioned hereinabove & in the 'Second Schedule' hereunder, then the fraction figure will be roundup by adding the same in the area of Developer or Landowners, as per their mutual understanding, in that case, whoever will hold the fraction figure, he/they will be liable to pay Rs.2,500/-(Two Thousand Five Hundred) only per square feet, for the same towards another.
- iv)** That any terms & conditions & clauses of these presents, if required to amend/alter in future, then both the parties by mutual understanding can amend/alter the same by preparing a Registered Instrument/Document in continuation of these presents.
- v)** The court under which jurisdiction of the land is situated shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

FIRST SCHEDULE as referred herein above

(Description of Land/Premises)

ALL THAT piece & parcel of land in the Dist.-Burdwan(now Paschim Barddhaman), P.S.-New Township, within the area of Durgapur Municipal Corporation, at **Mouza - Fuljhore** (ফুলঝোড়), J.L. No.82 (now 107), **R.S. Khatian No.295** (Two Hundred Ninety Five),

Part-I:-

R.S. Plot No.1203(Twelve Hundred Three), **L.R. Plot No.4850**(Forty Eight Hundred Fifty), **L.R. Khatian No.2849**(Twenty Eight Hundred Forty Nine), measuring about an Area of Land-**3.6**(Three point Six) **Katha**,

Part-II:-

R.S. Plot No.1203(Twelve Hundred Three), **L.R. Plot No.4850**(Forty Eight Hundred Fifty), **L.R. Khatian No. 2891**(Twenty Eight Hundred Ninety One), measuring about an Area of Land-**3.8**(Three point Eight) **Katha**,

Total Area of Land **7.4**(Seven point Four) **Katha** more or less **12.21**(Twelve point Two One) **Decimal**, is recorded as Baid, & proposed to be used as Bastu for Residential Purpose, under the area of DMC, B.L.&L.R.O. Faridpur-Durgapur, ADSR Durgapur, Ward No.26, situated at Shantimoyee Park, Fuljhore, P.S.-New Township, Dist.-Paschim Bardhaman, W.B., Pin-713206.

Butted and Bounded as follows:-

- North : Land of Sima Rakhit.
 South : Land of Swapan Banerjee.
 East : 14' feet wide Pucca Road.
 West : Land of Saha Babu.

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 B.S. Manoj
 B.S. Babu

SECOND SCHEDULE as referred herein above

(Description of Allocation of the Landowners & Developer)

It has been agreed between the parties that the tune of share or division of the units/Flats/apartment to be construct by the Developer herein on the above mentioned 'First Schedule' property, will be as follows, subject to the Sanction Building Plan:-

(Landowners' Allocation)

That the Landowners together will get 40% constructed area of Flat/s from First Floor to Fifth Floor out of the entire constructed area of Flat/s, at the proposed multistoried building(s)/project, [subject to enhancement of 2% constructed area, if the above Clause 5(ix) applies], on the actual coverage/usage of the "First Schedule" land, as per sanction plan duly approved & permitted by the Durgapur Municipal Corporation, and/or by the concerned authority, for the "First Schedule" hereunder.

(Developer's Allocation)

That the Developer will get the entire remaining constructed area on the actual coverage/usage of the "First Schedule" land in the project, as per sanction plan, duly approved & permitted by the Durgapur Municipal Corporation and/or by the concerned authority, after excluding/ deducting the above mentioned allocation of the Landowner.

General Specification of "said building"

Foundation	:	R.C.C. Framed, anti-termite foundation
Structure	:	R.C.C. Framed Structure
Roof	:	RCC Slab.
External Wall Finishing	:	Snowcem.
Interior Wall Finishing	:	All internal Wall – Wall Putty finishing.
Flooring	:	Vitrified Tiles in all rooms, and anti-skid vitrified Tiles in Toilet & Kitchen.
Doors	:	Main entrance Wooden frame with flush door, & in all rooms frame with flash door, & lock, & P.V.C. Door at Toilet & Kitchen.
Window	:	Anodized Aluminum sliding windows with glass.
SANITARY FITTINGS & TOILET	:	Concealed pipeline, glazed tiles up to 5' feet height, Plumbing CP fittings of ISI standard
Kitchen Platform & wall	:	Cooking platform with granite slab. One stainless steel sink, ceramic tiles up to 24" above cooking platform.
Electrical Installation	:	Concealed Wiring throughout the flats, Modular switches with adequate power point in each room.
Lift	:	Lift (Standard Quality).
Fire Protection	:	Fire Extinguishing Equipment at Common Space, Lightning arrestors at suitable place
COMMON FACILITIES	:	Septic Tank, water supply arrangement, pathways, boundary wall, roof, meter space and others as stated herein
GENERATOR	:	Standard Generator.

A separate sheet has been annexed to this agreement containing the signature, fingers print and photographs of the Landowner & Developer herein, which is the part and parcel of these presents.

IN WITNESS WHEREOF both the parties of these presents do hereby put their respective signatures, in the free, fair state of mind, after gone through all the terms & conditions & expressions of these presents on this the 09th day of October, 2020 at Durgapur.

WITNESSES:-

1. Rohel Bauri
S/onepal Bauri
Sankarpur Post,
Aurach DGP-12

Itu Bhattacharya
Itu Bhattacharjee

Riva Ghosh

SIGNATURE OF LANDOWNERS

2. Pradip Bhakta Daryia
Damo Das Bhattacharyya
nil+post Fulgona
Durgapur-6

GENESIS RESIDENCY
Soumya Kamli Roy
Partner

GENESIS RESIDENCY
Tapoykutta
Partner

SIGNATURE OF DEVELOPER

Drafted and Typed by me & read over & explained to all parties of these presents and all of them admit the same has been correctly written as per their instructions & also identified by me,

Debabrata Biswas
Debabrata Biswas. Advocate
Durgapur Court, City Centre
Enrollment No. **W.B./686/2010**

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Right Hand



Signature:- Itu Bhattacharya Itu Bhattacharya

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



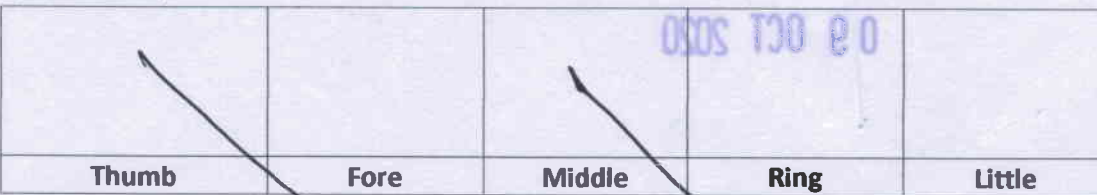
Right Hand



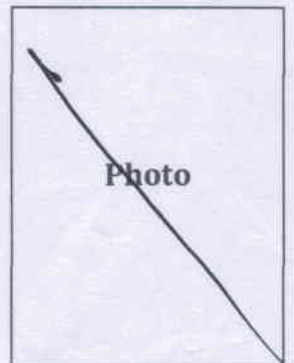
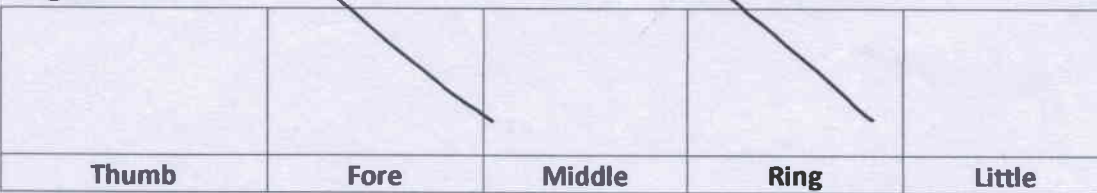
Signature:- Rina Ghosh

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Right Hand



Signature:-

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand

				
Thumb	Fore	Middle	Ring	Little

Right Hand

				
Thumb	Fore	Middle	Ring	Little



Signature:- Soumya Kamli Ram

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand

				
Thumb	Fore	Middle	Ring	Little

Right Hand

				
Thumb	Fore	Middle	Ring	Little



Signature:- Jayraj Sathya

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand

Thumb	Fore	Middle	Ring	Little

Right Hand

Thumb	Fore	Middle	Ring	Little



Signature:-



Dist. Sub-Registrar
Bardhaman, West Bengal

Rahul Bauri

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RINA GHOSH

ANATH BANDHU PAL

01/01/1978

Permanent Account Number

BMGPG3308E

Rina Ghosh

Signature



02012014

Rina Ghosh



02 OCT 2014





ITU Bhattacharya
ITU Bhattacharjee



08 OCT 2020



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

सोम्या कान्ति रॉय
SANTOSH ROY

31/12/1975

Permanent Account Number
AORPR8153C

Soumya Kanti Roy
Signature



0505 TCO e'o



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

TANMOY DUTTA
AMAL KANTI DUTTA

11/05/1984
Permanent Account Number
ALYPD9123C

Tanmoy Dutta
Signature



Tanmoy Dutta



08 OCT 2024





Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 192020210109630141

Payment Mode

Online Payment

GRN Date: 09/10/2020 10:31:58

Bank : HDFC Bank

BRN : 1253345627

BRN Date: 09/10/2020 10:33:28

DEPOSITOR'S DETAILS

Id No. : 2001265075/1/2020
[Query No./Query Year]

Name : GENESIS RESIDENCY

Contact No. : Mobile No. : +91 9476230460

E-mail :

Address : CITY CENTRE DURGAPUR 16

Applicant Name : Mr DEBABRATA BISWAS

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2001265075/1/2020	Property Registration- Stamp duty	0030-02-103-003-02	2010
2	2001265075/1/2020	Property Registration- Registration Fees	0030-03-104-001-16	14

Total

2024

In Words : Rupees Two Thousand Twenty Four only



सत्यमेव जयते

Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. DURGAPUR, District Name :Burdwan

Signature / LTI Sheet of Query No/Year 02062001265075/2020

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs ITU BHATTACHARYA Alias Mrs ITU BHATTACHARJEE FULJHORE, P.O:- FULJHORE, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713206	Land Lord			ITU Bhattacharya 1837 ITU Bhattacharya 09/10/2020
2	Mrs RINA GHOSH VILL. SHANKARPUR, P.O:- ARRAH, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212	Land Lord			Rina Ghosh 1838 Rina Ghosh 09/10/2020
3	Mr SOUMYA KANTI ROY 4/19, J.N. DAS PATH, KABIGURU, CITY CENTRE, P.O:- CITY CENTRE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216	Representative of Developer [GENESIS RESIDENCY]			GENESIS RESIDENCY Soumya Kanti Roy Partner 09/10/2020

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr TANMOY DUTTA B1-96/4, MAMC, P.O:- MAMC, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713210	Represent ative of Developer [GENESIS RESIDEN CY]	 1840 <i>Tanmoy Dutta</i>		<i>GENESIS RESIDENCY</i> <i>Tanmoy Dutta</i> <i>Partner</i> <i>09/10/20</i>
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr RAHUL BAURI Son of Mr NEPAL BAURI VILL. SHANKARPUR, P.O:- ARRAH, P.S:- New Township, Durgapur, District:- Burdwan, West Bengal, India, PIN - 713212	Mrs ITU BHATTACHARYA, Mrs RINA GHOSH, Mr SOUMYA KANTI ROY, Mr TANMOY DUTTA	 <i>Rahul Bauri</i>		<i>Rahul Bauri</i> <i>09/10/2020</i>

(Partha Bairaggya)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
DURGAPUR
Burdwan, West Bengal

Major Information of the Deed

Deed No :	I-0206-04581/2020	Date of Registration	12/10/2020
Query No / Year	0206-2001265075/2020	Office where deed is registered	
Query Date	05/10/2020 9:41:37 AM	0206-2001265075/2020	
Applicant Name, Address & Other Details	DEBABRATA BISWAS DURGAPUR COURT, CITY CENTRE, Thana : Durgapur, District : Burdwan, WEST BENGAL, PIN - 713216, Mobile No. : 9476230460, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 36,63,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Burdwan, P.S:- New Township, Municipality: DURGAPUR MC, Road: Unassessed Road (Fuljhore), Mouza: Fuljhore, JI No: 107, Pin Code : 713206

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-4850 (RS :-1203)	LR-2849, (RS:-2950)	Bastu	Baid	3.6 Katha	1/-	17,82,000/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
L2	LR-4850 (RS :-1203)	LR-2891, (RS:-2950)	Bastu	Baid	3.8 Katha	1/-	18,81,000/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
		TOTAL :			12.21Dec	2 /-	36,63,000 /-	
	Grand Total :				12.21Dec	2 /-	36,63,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>Mrs ITU BHATTACHARYA, (Alias: Mrs ITU BHATTACHARJEE) (Presentant) Wife of Mr PRADIP BHATTACHARJEE FULJHORE, P.O:- FULJHORE, P.S:- New Township, Durgapur, District:- Burdwan, West Bengal, India, PIN - 713206 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AYxxxxxx3Q, Aadhaar No: 66xxxxxxx3205, Status :Individual, Executed by: Self, Date of Execution: 09/10/2020 , Admitted by: Self, Date of Admission: 09/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/10/2020 , Admitted by: Self, Date of Admission: 09/10/2020 ,Place : Pvt. Residence</p>

2 Mrs RINA GHOSH

Daughter of Mr MUKTIPADA GHOSH VILL. SHANKARPUR, P.O:- ARRAH, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713212 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BMxxxxxx8E, Aadhaar No: 89xxxxxxxx1639, Status :Individual, Executed by: Self, Date of Execution: 09/10/2020
 , Admitted by: Self, Date of Admission: 09/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/10/2020
 , Admitted by: Self, Date of Admission: 09/10/2020 ,Place : Pvt. Residence

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	GENESIS RESIDENCY HOLDING NO.RC/96, STREET NO.29, URBASHI PHASE-II, P.O:- CITY CENTRE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216 , PAN No.:: AAxxxxxx4R, Aadhaar No: 26xxxxxxxx6898, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr SOUMYA KANTI ROY Son of Late SANTOSH KUMAR ROY 4/19, J.N. DAS PATH, KABIGURU, CITY CENTRE, P.O:- CITY CENTRE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AOxxxxxx3C, Aadhaar No: 32xxxxxxxx8505 Status : Representative, Representative of : GENESIS RESIDENCY (as PARTNER)
2	Mr TANMOY DUTTA Son of Mr AMALKANTI DUTTA B1-96/4, MAMC, P.O:- MAMC, P.S:- New Township, Durgapur, District:- Burdwan, West Bengal, India, PIN - 713210, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx3C, Aadhaar No: 26xxxxxxxx6898 Status : Representative, Representative of : GENESIS RESIDENCY (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RAHUL BAURI Son of Mr NEPAL BAURI VILL. SHANKARPUR, P.O:- ARRAH, P.S:- New Township, Durgapur, District:- Burdwan, West Bengal, India, PIN - 713212			

Identifier Of Mrs ITU BHATTACHARYA, Mrs RINA GHOSH, Mr SOUMYA KANTI ROY, Mr TANMOY DUTTA

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mrs ITU BHATTACHARYA	GENESIS RESIDENCY-3.6 Katha

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Mrs RINA GHOSH	GENESIS RESIDENCY-3.8 Katha

Land Details as per Land Record

District: Burdwan, P.S:- New Township, Municipality: DURGAPUR MC, Road: Unassessed Road (Fuljhore), Mouza: Fuljhore, JI No: 107, Pin Code : 713206

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 4850, LR Khatian No:- 2849	Owner:শ্রীমতী ইতু ভট্টাচার্য, Gurdian:প্রদীপ , Address:নিজ , Classification:বাইদ, Area:0.06000000 Acre,	Mrs ITU BHATTACHARYA
L2	LR Plot No:- 4850, LR Khatian No:- 2891	Owner:রীনা ঘোষ, Gurdian:মুক্তিপদ , Address:নিজ , Classification:বাইদ, Area:0.06000000 Acre,	Mrs RINA GHOSH

On 09-10-2020

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

Presented for registration at 17:35 hrs on 09-10-2020, at the Private residence by Mrs ITU BHATTACHARYA Alias Mrs ITU BHATTACHARJEE, one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 36,63,000/-

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

Execution is admitted on 09/10/2020 by 1. Mrs ITU BHATTACHARYA, Alias Mrs ITU BHATTACHARJEE, Wife of Mr PRADIP BHATTACHARJEE, FULJHORE, P.O: FULJHORE, Thana: New Township, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713206, by caste Hindu, by Profession House wife, 2. Mrs RINA GHOSH, Daughter of Mr MUKTIPADA GHOSH, VILL. SHANKARPUR, P.O: ARRAH, Thana: New Township, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession House wife

Indetified by Mr RAHUL BAURI, , , Son of Mr NEPAL BAURI, VILL. SHANKARPUR, P.O: ARRAH, Thana: New Township, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Others

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

Execution is admitted on 09-10-2020 by Mr SOUMYA KANTI ROY, PARTNER, GENESIS RESIDENCY (Partnership Firm), HOLDING NO.RC/96, STREET NO.29, URBASHI PHASE-II, P.O:- CITY CENTRE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216

Indetified by Mr RAHUL BAURI, , , Son of Mr NEPAL BAURI, VILL. SHANKARPUR, P.O: ARRAH, Thana: New Township, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Others

Execution is admitted on 09-10-2020 by Mr TANMOY DUTTA, PARTNER, GENESIS RESIDENCY (Partnership Firm), HOLDING NO.RC/96, STREET NO.29, URBASHI PHASE-II, P.O:- CITY CENTRE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216

Indetified by Mr RAHUL BAURI, , , Son of Mr NEPAL BAURI, VILL. SHANKARPUR, P.O: ARRAH, Thana: New Township, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Others



Partha Bairagya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Burdwan, West Bengal

On 12-10-2020

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.

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/10/2020 10:33AM with Govt. Ref. No: 192020210109630141 on 09-10-2020, Amount Rs: 14/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1253345627 on 09-10-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,010/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 2,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1553, Amount: Rs.5,000/-, Date of Purchase: 08/10/2020, Vendor name: Somnath Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/10/2020 10:33AM with Govt. Ref. No: 192020210109630141 on 09-10-2020, Amount Rs: 2,010/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1253345627 on 09-10-2020, Head of Account 0030-02-103-003-02



Partha Bairaggya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Burdwan, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0206-2020, Page from 110736 to 110775
being No 020604581 for the year 2020.



Digitally signed by PARTHA BAIRAGGYA
Date: 2020.11.10 13:06:41 +05:30
Reason: Digital Signing of Deed.

(Partha Bairaggya) 2020/11/10 01:06:41 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)