4865/20 I-4936

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL F 584319

0-1009285/20

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

MAMATA HOUSING DEVELOPMENT PARTNER

Subarna Samanta

Soumen Sadhukhan

Rabi Prasad Sadhukhan

Tapan Sadhukhan

BURDWAN

10 SEP 2020

AGREEMENT FOR DEVELOPMENT OF LAND

THE PROPERTY IS SITUATED AT MOUZA KANAINATSHAL

UNDER BAIKUNTHAPUR II GRAM PANCHAYAT,

WITHIN POLICE STATION BURDWAN,

DIST. PURBA BARDHAMAN.

Samanta Housing

রসিদ সংখ্যা 432 তারিখ 06.8.2020

ক্রেতার নাম M/S. Samanta Housing Developer

ঠিকানা Raina, Burdwan.

মূল্য 5000/-

স্থান ১নং ট্রেজারী থেকে তারিখ 31.7.2020

স্ট্যাম্প ভেন্ডার-

এডিএসআর. আসন্সল নং-02 (০৪-০৫)

স্বাক্ষর

Burdwan

09 SEP 2020

M/S. SAMANTA HOUSING DEVELOPER
PARTNER

Value Rs. 75,00,000/-

Govt. Assessed value Rs. 1,29,01,680/-

This Deed of Agreement made on this 09th Day of September 2020

BETWEEN

SRI SOUMEN SADHUKHAN, PAN: BNOPS8046L, son of Shyama Prosad Sadhukhan, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Bardhaman, P.O. Sripally P.S. Burdwan, District Purba Bardhaman, PIN 713103, hereinafter referred to as **"FIRST PARTY / LAND OWNER"** (which expression shall, unless excluded by or repugnant to the context, be deemed include his legal heirs, executors, legal representatives, and assigns) **OF THE FIRST PART.**

AND

1. **SRI DEBI PROSAD SADHUKHAN, PAN: BQPPS2623K,** son of Late Bibhuti Bhusan Sadhukhan,
2. **SRI KALYAN SADHUKHAN, PAN: DITPS7427H,** son of Late Ram Prosad Sadhukhan,

Both are by faith Hindu, by Nationality Indian, by occupation Business, resident of Kanainatshal, Bardhaman, P.O. Sripally P.S. Burdwan, District Purba Bardhaman, PIN 713103, hereinafter referred to as **"CONFIRMING SECOND**

M/S. SAMANTA HOUSING DEVELOPER
PARTNER

PARTY / CO-LAND OWNER" (which expression shall, unless excluded by or repugnant to the context, be deemed include his legal heirs, executors, legal representatives, and assigns) **OF THE SECOND PART**.

AND

"M/S SAMANTA HOUSING DEVELOPER" PAN: ADBFS1519A, a Partnership Firm, having its office at, Vill. Raina, P.O. & P.S. Raina, District Purba Bardhaman, PIN 713421, **represented by its Partner**,

SRI DEBASIS SAMANTA, PAN: AVOPS7016H, son of Sri Kalicharan Samanta, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Shankharipukur, Bardhaman, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, PIN 713103, hereinafter referred to as **THIRD PARTY / DEVELOPER** (which expression shall, unless excluded by or repugnant to the context, deemed to include his legal heirs, executors, administrators, legal representatives, successor in interest and assigns) **OF THE OTHER PART**.

OWNERSHIP OF LAND, DEVOLUTION OF TITLE

WHEREAS 'A' schedule plot of land was under the ownership of Jitendranath Samui & others and their names were properly been

Additional District & Sessions Judge
DURGAPUR

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M/s SAMANTA HOUSING DEVELOPERS
Debasis Samanta
PARTNER

recorded in the R.S.R.O.R. and during his possession and enjoyment of the property said Jitendranath Samui has transferred 67.5 decimal area in favaour of Bivuti Bhusan Sadhukhan by way of registered sale deed of Burdwan Joint Sub Registered on 11.02.1963 vide deed No. 656 of 1963, while after acquire of D.V.C, 63 decimal area remain under rayati swatwa of Bivuti Bhusan Sadhukhan.

AND WHEREAS after purchasing the property said Bibhuti Bhusan Sadhukhan by mutating his name in the L.R.R.O.R., has enjoyed the property and during his enjoyment he has died on 10th February, 1984 and after his death, his wife and four daughters and three sons step to the shoe unto the property, as legal heirs, which left by Bibhuti Bhusan Sadhukhan and after obtaining the properties out of said legal heirs, wife and all daughters of Bibhuti Bhusan Sadhukhan have transferred their share in respect of the properties left by deceased Bibhuti Bhusan Sadhukhan in favour of other co-sharer i.e. three sons of deceased Bibhuti Bhusan Sadhukhan by way of registered Gift Deed of A.D.S.R. Burdwan on 26.06.2006, while such deed has been completed on 16.01.2008 with endorsement as Deed No. 2656 of 2008 and after obtaining the property with equal share said three brothers namely RamProsad Sadhukhan, Debi Prosad Sadhukhan and Shyama Prosad Sadhukhan enjoyed the property as ejmal, at the same time, 08 decimal area of said plot i.e. Plot No. 538, other co-sharer Madan Mohan Sadhukhan has gifted from L.R. Khatian No. 242 by way of

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registered gift deed on 01.08.1986 and such deed has been registered before the office of A.D.S.R. Burdwan, vide Deed No. 6959 of 1986 and after obtaining the property during the lifetime, said Sri Shyama Prasad Sadhukhan has transferred his share of property in respect of Plot No. 538 with area of 24.9 decimal in favour of Sri Soumen Sadhukhan i.e. the First Party of this agreement by way of registered gift deed and such deed has been registered on 23.07.2012 before the office of A.D.S.R. Burdwan vide Deed No. 5610 of 2012, while 04 decimal area has been transferred by Shyama Prasad Sadhukhan in favour of Prasenjit Kumar Dey by way of registered gift deed of A.D.S.R. Burdwan on 27.12.2002 vide deed No. 7300 of 2002.

AND WHEREAS said Shyama Prasad Sadhukhan has also purchased 11 decimal property in respect of Plot No. 539 of Mouja Kanainatshal by way of two deeds, out of which 5.5 decimal has been purchased from Jahura Khatun and Tahura Khatun by way of registered sale deed which has been registered on 12.07.1988 before the office of Burdwan Sadar Registry Office vide Deed No. 6878 of 1988 and rest 5.5 decimal area has been purchased from Mosammat Nahura Khatun and Mosammat Safura Khatun by way of registered sale deed of A.D.S.R. Burdwan, which has been registered on 31.03.2006 vide Deed No. 3394 of 2006, it is necessary to be mentioned here that Plot No. 539 was 18 decimal as area, but 7 decimal area has been acquired by DVC, the remain 11 decimal area has been transferred in favour of

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Shyama Prasad Sadhukhan by respective Land Owner and after purchasing the property, said Shyama Prasad Sadhukhan during the enjoyment of the property, has mutated his name in the LRROR under Khatian No. 303 and subsequently said Shyama Prasad Sadhukhan has transferred entire property in respect of Plot No. 539 in favour of Soumen Sadhukhan i.e. the present Land Owner / First Party of this agreement by way of registered gift deed of A.D.S.R. Burdwan, which has been registered on 23.07.2012 vide Deed No. 5608 of 2012.

AND WHEREAS after obtaining the property, Soumen Sadhukhan has mutated his name in the LRROR under Khatian No. 2748.

AND WHEREAS as the co-sharer of the property the Kalyan Sadhukhan and Debi Prosad Sadhukhan enjoyed the property as undivided share and there is no specific demarcation of the properties which belongs by Soumen Sadhukhan, for the said reason the Kalyan Sadhukhan and Debi Prosad Sadhukhan have been performing as the Confirming Party due to make confirmation of demarcation and identification of the owner's allocation in the project shall be constructed by the developer, for which the Development Agreement is going to execute in between Soumen Sadhukhan as the Land Owner and the Developer M/s Samanta Housing Developer.

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PARTNER

DESCRIPTION OF RECORD OF RIGHT

WHEREAS the schedule property according to R.S.R.O.R. Khatian No. 211 and Plot Number is as 538, L.R.R.O.R, the properties is under Rayati Swatwa of Soumen Sadhukhan under Khatian No. 2748, L.R. Plot No. 538 & 539, classification of land was Shali and after way of conversion vide Case No. CN/2018/0218/184, the permission for change of nature of land from Shali to Bastu has been issued by the respective authority of Land Department with area of 24.9 decimal & 11 decimal respectively and the rent has been paid up to the period of 1426 B.S.

ACCORDING TO TITLE & R.O.R

WHEREAS the first party / land owner, according to title & R.O.R., being the absolute owner of schedule land, have decided to develop the schedule mentioned property to a project of multi storied building but he is not in a position of to do same, due to lacking of experience as well as physical capacity and deficiency of pecuniary capacity, as such he has expressed his desire as the form of help of any other by which the dream of first party shall be taken as the place of reality.

INTRODUCTION OF DEVELOPER

WHEREAS the developer is acquainted as 'FIRM' namely **"M/S SAMANTA HOUSING DEVELOPER"**, who already introduced

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own self in the locality i.e. in Barddhaman Town, by constructing a project of multi-storied building thereon and the developer is financially sound to complete the further project by maintaining the rule of local authority.

AND WHEREAS the developer hearing the dream of first party from their close circle, make approach to the first party to allow the Developer, to develop the land particularly mentioned and described in the first and/or "A" schedule hereunder according to sprouted dream of both parties.

AND WHEREAS both the parties, after knowing all status of each other i.e. right, title, interest of land and pecuniary capacity of developer and being satisfied in respect of capability of developer and right, title and interest of land of the First Part as vice-versa, the first party / land owner has agreed to authorize the developer to develop the said land by constructing new multi storied buildings as commercial cum residential high-rise building as ownership basis according to sanctioned plan, which shall sanction by Baikunthapur 2 No. Gram Panchayat by doing shake their hands in a form of agreement with some terms and conditions.

AND WHEREAS it is agreed by both parties that the development of the property for the purpose of multi storied residential building in respect of Tower 'B' and for such tower, the land will be

allotted and side by side in the other part of land has mentioned in Schedule A, where the developer shall construct multi storied (B+G+VI) i.e. Tower 'A' as commercial cum residential high rise building with cost of land owner of this First Part for which the landowner be allotted the entire squire feet of Tower 'A'.

AND WHEREAS the parties, for the purpose of avoiding all such future dispute and difference between them, desire to put all such terms and conditions in written in this Deed of agreement.

IN THIS AGREEMENT UNLESS THERE IS ANYTHING TO THE SUBJUCT OR CONTEXT

1. a) **LAND OWNER/ FIRST PARTY** shall mean **SRI SOUMEN SADHUKHAN** and his heirs executors, administrators and legal representatives;

b) **DEVELOPER** shall mean **"M/S SAMANTA HOUSING DEVELOPER",** a Partnership firm and its executors, administrators and legal representatives;

c) **PREMISES** shall mean the (B+G+VI) at Tower A as commercial cum residential and (B+G+VI) at Tower B as residential according to sanction plan from Baikunthapur-2 Gram Panchayat, should be constructed over All that piece of land by measuring 0.36 acre and/or 15681.6 sq.ft. more-less area of land being R.S. Khatian

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PARTNER

No. 211, R.S. Plot No. 538 & 539 and in the L.R.R.O.R, the Khatian No. 2748 and L.R. Plot No. 538 & 539, classification of land Bastu, within Mouza Kanainatshal, J.L. No. 76, under P.S. Burdwan, Dist. Purba Bardhaman under Baikunthapur-2 Gram Panchayat.

d) **COMMON SERVICE FACILITIES AND AMENITIES** shall include roof, corridors, stair ways, landing, passage ways, Drive ways, pump room for submersible, tube well and other facilities which may mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance, and / or management of the building which is particularly mentioned and described as sixth schedule hereunder.

e) **SALEABLE SPACE** shall mean this space in the building available for independent use an occupation after making due provision for common facilities and the space required therefore.

f) **LAND OWNER'S ALLOCATION** shall mean Tower A as (B+G+VI) commercial cum residential building by covering 1820 sq.ft. more of less as covered area at each floor, adjacent to the main road and one flat at 3rd Floor South East corner by measuring 836.25 sq.ft. with super built up area and 105 sq.ft. parking space at Ground Floor within Tower B, along with proportionate share of land and all facilities & amenities of the building on prorate basis. Besides such

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square feet, the owner shall get coin as his allocation and such coin shall be paid accordingly as stated below:

24.01.2020	Rs. 5,00,000/-
29.01.2020	Rs. 5,00,000/-
After six months from the date plan pass	Rs. 15,00,000/-
After twelve months from the date plan pass	Rs. 25,00,000/-
After eighteen months from the date plan pass	Rs. 25,00,000/-
After twenty four months from the date plan pass	Rs. 25,00,000/-
After thirty months from the date plan pass	Rs. 50,00,000/-
After thirty six months from the date plan pass	Rs. 50,00,000/-
After forty two months from the date plan pass	Rs. 50,00,000/-

After forty eight months from the date plan pass, the rest amount i.e. Rs. 37,00,000/- (Rupees Thirty Seven Lakh) only shall be paid.

g) **DEVELOPERS ALLOCATION** shall mean barring the owner's allocation within Tower B, the rest flats of the said tower along with proportionate share of land and all facilities & amenities of the building on prorate basis.

h) **BUILDING** shall mean (B+G+VI) commercial cum residential building as Tower A and (B+G+VI) residential building as Tower B include such plan for the construction of the building, which has been sanctioned by Baikunthapur 2 No. Gram Panchayat.

i) Legal Advisor shall be Ashish Kumar Paul

j) Architect shall be Sourav Batabyal

k) **SINGULAR** shall include plural and vice versa,

l) **MASCULINE** shall include feminine and vice versa

NOW IT IS HEREBY AGREED BY AND BTWEEN THE PARTIES HERETO AS FOLLOWS:

1. The land owner hereby agrees to entrust and hand over to the developer the work and right of development of the said property particularly mentioned and described in the First scheduled hereunder.

2. The developer hereby agrees to develop and /or cause to be developing the said property should be permitted by Baikunthapur 2 No. Gram Panchayat by constructing (B+G+VI) commercial cum residential building as Tower A and (B+G+VI) residential building as Tower B thereon, containing transferable residential flat as ownership basis and commercial unit, which is mentioned in the Second Schedule hereunder. The developer agreed that he will obtain whatever any other permissions are required to develop the property at his own costs and on his own responsibility but in the name of the land owner / First party and that should be completed as per norms and system of Baikunthapur 2 No. Gram Panchayat.

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3. The developer, after perusal the documents in respect of A Schedule land as supplied by land owner, has been satisfied that the first party is the full and/ or absolute land owner of the said property and that the property is not subject to any mortgage, charge or any other encumbrances.

4. The developer shall not start any work of development on the said property unless the building plans are sanctioned by Baikunthapur 2 No. Gram Panchayat, after that the developer should complete the construction work within stipulated 48 months period with extension, means it would be counted from the date of sanction of building plan and Developer should submit building plan within 60 days from the date of issue of site plan and it is mentioned here that if developer be fail to complete the construction within stipulated period (48 months with extension) in that case the developer shall be liable to pay demurrage to land owner according to 18% interest per annum over the then land value during the period of delay.

5. THE LAND OWNER AND THE DEVELOPER DO HERE BY DECLARE AND COVENANT AS FOLLOWS :-

I) The Land owner hereby grants exclusive right to the developer to undertake new (B+G+VI) commercial cum residential building as Tower A and (B+G+VI) residential building as Tower B in accordance with the plan, which has been sanctioned by Baikunthapur-2 Gram

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Panchayat, along with if any subsequent plan be sanctioned for that construction too.

II) The Land owner shall forthwith give permission to enter and to develop the land as mentioned in First schedule to the developer after execution of this deed of agreement of development has been executed as well as registered on today, inspite of that if any land dispute may arise, by which the construction work is faced any hurdle and damage for that, the land owner will be liable for such damage and be responsible to pay the amount, for such damaged period, equivalent to the rate of interest which Nationalized Bank provide for fixed deposit over the project cost till the removal of said hurdle.

III) All the applications for plan and other papers and documents as may be required by the developer for the purpose of obtaining necessary sanction of building plan from the Baikunthapur-2 Gram Panchayat as well as any other purpose and all application shall be prepared and submitted by the developer on behalf of the land owner at the Developer's own costs and expenses

IV) The Land owner shall grant to the developer a Power of Attorney as may be required for the purpose of obtaining sanction of plan and necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Baikunthapur-2 Gram Panchayat

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and other authorities. The said power of Attorney shall also include right of the developer to enter into agreement with the prospective purchaser who wanted to purchase the flat with right of transfer of title of respective flats for developer allocation with power of execution and registration of conveyance deed in respect of the flat to the respective purchaser in respect of developer's allocation.

V) Upon completion of the new (B+G+VI) commercial cum residential building as Tower A and (B+G+VI) residential building as Tower B, the developer shall put land owner in undisputed possession in respect of owner's allocation together with property share in land along with the right in common to the common facilities and amenities, which is particularly mentioned in the third schedule hereunder written.

VI) That in case of conveyance deed for the purpose of transfer of title and possession of each flat of owner's allocation, both the parties i.e. land owner and developer shall execute as well as make registration of the same by arrange of all intending purchaser, if any necessity may find out otherwise after delivery of possession of owner's allocation the owner shall be absolute authority to execute and registered the conveyance deed in respect of owner's allocation flat.

VII) The developer shall at its own cost construct and complete the new (B+G+VI) commercial cum residential building as Tower A and (B+G+VI) residential building as Tower B at the said land in

mentioned in land owner's allocation in favour of the land owner and thereafter the land owner shall be exclusively responsible for payment of all Panchayat and Property Taxes, rates, duties and other public outgoings and imposition whatsoever payable always that the said rates to be apportioned prorate with reference to the said portion with apportioned prorate with all flat owners after making an association by all flat owners.

II) The Land owners shall not do any act or deed or thing whereby the developer shall be prevented from construction and completion of the said building.

III) Neither party shall be use nor permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance annoyance or hazard to the other purchasers/ occupiers of the apartments or the buildings.

IV) Neither party shall thrown or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors, or any other portion or portions of the said premises.

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V) That the allottee in respect of each flat shall have right to take loan from any finance authority by charging only his own flat with proportionate share of land.

VI) That neither the land owner nor the developer shall have right to make separate his own allocation by doing partition of the building.

7) THE LAND OWNER HEREBY AGREES AND COVENANT WITH THE DEVELOPER AS FOLLOWS:-

I) The Land owner shall not make any obstruction o interference with the developer in the construction of the building and said premises be constructed by the developer.

II) The Land owner shall co-operate with the developer in assigning for selling and/or disposing of the developer allocation portion if necessary.

III) The Land owner shall execute all such deeds of agreement for sale and sale concerning developer's allocation if necessary.

IV) That if any land dispute may arise for which the project may delay and to short out the matter under compulsion the developer take steps with payment of charges for which all expenses shall be adjusted by the land owner with land owners' allocation of the project.

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construction being done by the developer deviating from the sanctioned plan of Baikunthapur-2 Gram Panchayat.

vii) To keep the land owner indemnified against all third party claims and actions arising out of any sort of act of commission of the developer in relation to the construction of the said building as well as any labour problem during period of construction.

viii) To keep the land owner indemnified against all actions suits costs proceedings and claims that may arise out of the developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.

9) MUTUAL COVENANTS AND INDEMNITIES:-

i) Developer shall obtain vacant condition and position of the said property mention in the first schedule hereunder, from the land owner on and from execution of this deed along with proper documents of title, possession and Record of Right and the developer shall take all necessary steps for sanction of site plan as well as building plan from Baikunthapur-2 Gram Panchayat, in respect of 'A' schedule property.

ii) The land owner as well as developer shall not be liable for any income tax, wealth tax or any other taxes in respect of the developer's and/or land owner's allocation which shall be the liability of the developer as well as land owner by keeping to each other, indemnified

8) THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE LAND OWNER AS FOLLOWS:-

i) To complete the construction of the building within 48 months from the date of sanctioned building plan by Baikunthapur-2 Gram Panchayat

ii) Not to transfer and/or assign the benefits of this agreement.

iii) Not to violate or contravene any rule of concern authority which applicable to construction of the said building.

iv) Not to part with possession of each flat of the building thereof unless possession of the flat and parking space, as mentioned in land owner's allocation, is delivered to the land owner provided however it will not prevented the developer from entering into any agreement for sale or transfer or deal with the developer's allocation.

v) Not to sell the said land particularly mentioned and described in the first schedule hereunder written and not to execute any deed of conveyance directly in favour of any third party in respect of developer's allocation and the developer shall have no right to charged the first schedule property to any finance authority.

vi) It is indemnified by the developers that the land owner shall not be responsible for any bad work man ship of the developer or any

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against all actions suits proceedings costs, charges and expenses in respect thereof as vice versa.

iii) The developer and the land owner shall mutually frame, scheme for the management, administration of the said building and/or common parts thereof and agree to abide by all the rules and regulations to be framed by any society/Association and/or any other Organization of the affairs of the building and/or common part thereof as per West Bengal apartment ownership Act'1972.

iv) The name of the each tower shall be decided after construction of the building by the developer.

v) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the premises or any part thereof to the developer by the land owner or as creating any right, title or interest in respect thereof in favour off the developer other than exclusive license in favour of the developer to do the acts and things to develop the land, express by provided herein as also in the power of Attorney to be given for said purpose.

vi) As from the date of completion of the building the developer and/or transferees and the land owner shall each be liable to pay and bear proportionate taxes and other charges payable in respect of their respective spaces.

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vii) If there be any acquisition take place by any office of the West Bengal Government, in respect of land and structure, therefore compensation of land will get the first party land owner and the compensation for structure will get the second party Developer, as such the awarded money would be delivered accordingly.

VIII) That the cost of the installation of lift & transformer should be borne by the flat owners and it will be paid only to the developer.

10 Force majeure, the parties hereto shall not be considered to be liable for any obligation hereunder to extent that the performance of relative obligations prevented by the existence of the Force Majeure conditions i.e. flood, earth quake, riot, war storm,, tempest civil commotion strike and/or any other act or commission beyond the contrary contract of the papers hereto.

11 Each of the terms and conditions stated hereinabove shall be deemed to be the consideration of each other as generation together and/or successor in interest.

12 If there be any dispute may arise between the parties then the dispute shall refer to the arbitrator according to Arbitration act and arbitrator should be selected by both parties unanimously and the address of the parties as mentioned in above shall be the communication address of the parties.

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FIRST / (A) SCHEDULE

All that piece of land by measuring 0.36 acre and/or 15681.6 sq.ft. more-less area of land being R.S. Khatian No. 211, R.S. Plot No. 538 & 539 and in the L.R.R.O.R, the Khatian No. 2748, L.R. Plot No. 538 & 539, classification of land Bastu, within Mouza Kanainatshal, J.L. No. 76, under P.S. Burdwan, Dist. Purba Bardhaman under Baikunthapur-2 Gram Panchayat.

The property butted and bounded by:

NORTH:	Property of Debi Prosad Sadhukhan & others,
SOUTH:	Property of Prasenjit Dey,
EAST:	DVC Cannel,
WEST:	27 feet wide Road.

SECOND / (B) SCHEDULE

The proposed (B+G+VI) storied building to be constructed at Tower A as commercial cum residential and (B+G+VI) at Tower B as residential.

THIRD / (C) SCHEDULE

LAND OWNER'S ALLOCATION shall mean Tower A as (B+G+VI) commercial cum residential building within 1820 sq.ft. more or less as covered area at each floor, adjacent to the main road

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and one flat at 3rd Floor South East corner by measuring 836.25 sq.ft. with super built up area ~~and 105 sq.ft.~~ parking space ~~at Ground Floor within~~ Tower B, along with proportionate share of land and all facilities & amenities of the building on prorate basis. Besides such square feet, the owner shall get coin as his allocation and such coin shall be paid accordingly as stated below:

24.01.2020	Rs. 5,00,000/- 25/4/20 → 5,00,000/-
29.01.2020 25/4/2020	Rs. 5,00,000/-
After six months from the date plan pass	Rs. 15,00,000/-
After twelve months from the date plan pass	Rs. 25,00,000/-
After eighteen months from the date plan pass	Rs. 25,00,000/-
After twenty four months from the date plan pass	Rs. 25,00,000/-
After thirty months from the date plan pass	Rs. 50,00,000/-
After thirty six months from the date plan pass	Rs. 50,00,000/-
After forty two months from the date plan pass	Rs. 50,00,000/-

After forty eight months from the date plan pass, the rest amount i.e. Rs. ~~37,00,000~~/- (Rupees Thirty Seven Lakh) only shall be paid.

1,10,10,000/-

FORTH / (D) SCHEDULE

DEVELOPERS ALLOCATION shall mean barring the owner's allocation within Tower B, the rest flats of the said tower along with

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PARTNER

proportionate share of land and all facilities & amenities of the building on prorate basis.

FIFTH / (E) SCHEDULE

The flat as mentioned in the owner's allocation for the owner shall make

Specification of construction by ISI brand material

FOUNDATION(Structure):	R.C.C. Frame (Conc. Grade M25) and Steel (Grade Fe500)
DOORS:	Flash Door and PVC Door in Bathroom.
WINDOW:	Aluminum Channel.
GRILL:	MS Grill with Uniform design in Window , Ventilation and Varanda.
ELECTRICALS:	Conceal wearing with PVC Pipe & ISI Branded Switch and Copper wiring in every room.
FLOORING:	Tiles Flooring.
TOILET:	Tiles Up to (Door Height) or 7 feet on walls white sanitary ware (ISI brand) and separate pipe of hot and normal water
KITCHEN:	Granite stone Kitchen top with sink Anti-skid tiles, Tiles Up to 2'-0" ft. height from kitchen top.
DRIVE WAY / PARKING:	Petty Stone
ROOF:	Roof with water resistant.

Additional District Sub-Registrar
BURDWAN

09 SEP 2020

M/S. SAMANTA HOUSING DEVELOPER
PARTNER

INTERNAL DESIGN:	Internal wall is with Wall Putty.
EXTERNAL DESIGN:	Elevation with anesthetically design and painting.
LIFT:	Semi Automatic Lift.
WATER:	24 hours water supplying system from the overhead tank by Submersible
PARKING:	Parking space with cooperation of Developer and Land Owner

N.B. ANY EXTRA WORK EXCEPT THE ABOVE MENTIONED TERMS AND CONDITIONS OF THE ITEMS THE COST WILL BEAR BY LAND OWNER AS WELL AS PURCHASER/ FLAT OWNER WITH THE PRIOR PERMISSION OF DEVELOPER. IN CASE OF ANY EXTRA WORK THAT WOULD BE PLACED BEFORE THE DEVELOPER IN WRITTEN AND SIGNED BY THE LAND OWNER AS WELL AS PURCHASER FOR PERMISSION OF THE DEVELOPER.

SIXTH /(F) SCHEDULE

i) COMMON SERVICE

a) Deep tube well of adequate capacity to ensure round the clock water supply.

b) by maintaining standard quality for the lift

ii) Marble and/or V- tiles at stair case with proper reling.

iii) adequate lighting system at every part of the common place.

iv) adequate place for meter board in respect of meter to each flat owner.

v) any extra amenities with extra cost

Additional District Sub-Registrar
BURDWAN

09 SEP 2028

M/S. SAMANTA HOUSING DEVELOPER
PARTNER

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

Witness:

1. Bholanath Das.
S/o Oday Chandra Das.
Rayan - Burdwan.

2. Sudipta Pramanik,
S/o - Tarun Pramanik,
Mehedibagan, Bardhaman.

Drafted by me & typed in my office

Ashish Kumar Paul
Advocate
Enrolment No. 1379 of 2000
Burdwan District Judges Court

Computerized typed by

(Sudipta Pramanik)

Additional District Sub-Registrar
BURDWAN

09 SEP 2020

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

Samanta

Signature: Debasis Samanta

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

Signature:

Additional District Sub-Registrar
BURDWAN

09 SEP 2020

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

Kalyan Sadhukhan

Signature: Kalyan Sadhukhan

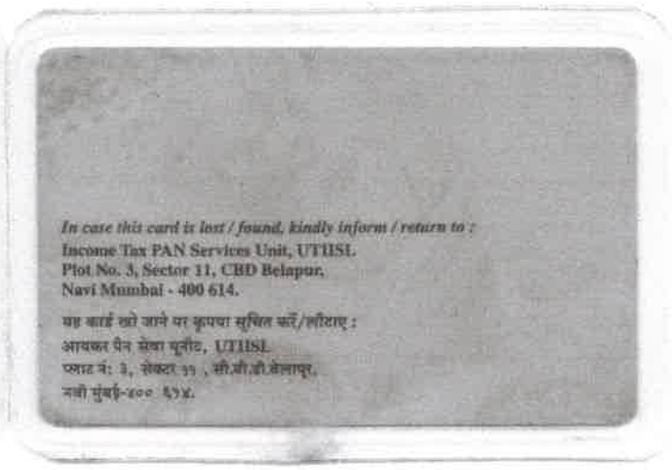
	Little	Ring	Middle	Index	Thumb
Left Hand Impression					
	Thumb	**Index**	**Middle**	**Ring**	**Little**
Right Hand Impression					

Dani Prosad Sadhukhan

Signature: Dani Prosad Sadhukhan

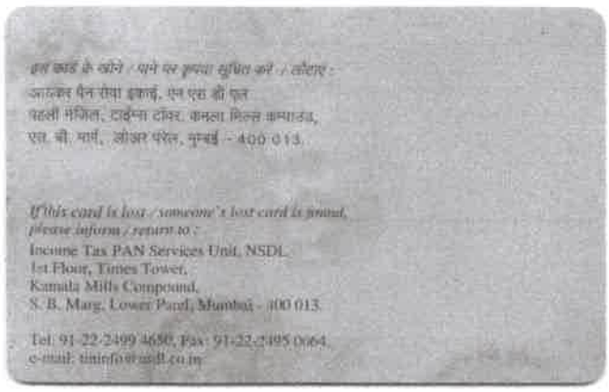
BURDWAN

0 9 SEP 2020



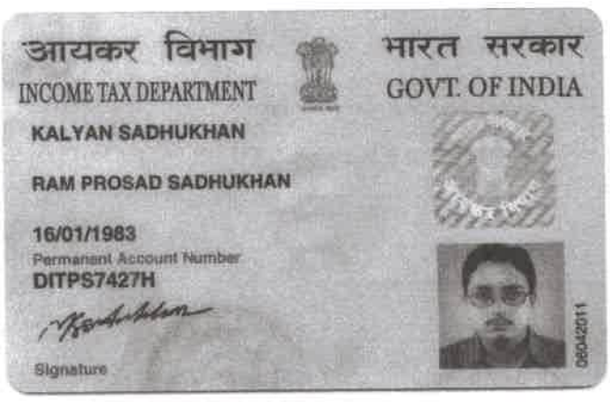
Debasis Samanta

Debasis Samanta



Soumen Sadhukhan

Debiprosad Sadhukhan



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KALYAN SADHUKHAN

RAM PROSAD SADHUKHAN

16/01/1983

Permanent Account Number
DITPS7427H

Signature

06042011

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :
आयकर पैन सेवा इकाई, एन एस डी एल
सीसी चैंबर्स, सफायर चैंबर्स,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुणे - 411 045.

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

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

Kalyan Sadhukhan

ভারত সরকার
Government of India

সুদীপ্ত প্রামানিক
Sudipta Pramanik
জন্মতারিখ/ DOB: 08/10/1994
পুরুষ / MALE

9026 8474 0446

আমার আধার, আমার পরিচয়

আধার
ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
S/O: তরুণ প্রামানিক, কালিতলা, মেহেদি বাগান, বর্ধমান (এম), বর্ধমান, পশ্চিম বঙ্গ - 713101

Address:
S/O: Tarun Pramanik, KALITALA, MEHDI BAGAN, Barddhaman (m), Barddhaman, West Bengal - 713101

9026 8474 0446

1947 help@uidai.gov.in www.uidai.gov.in

Sudipta Pramanik

Major Information of the Deed

Deed No :	**I-0203-04936/2020**	**Date of Registration**	**10/09/2020**
Query No / Year	**0203-2001009285/2020**	**Office where deed is registered**	
Query Date	**25/08/2020 12:35:44 PM**	0203-2001009285/2020	
Applicant Name, Address & Other Details	Ashish Kumar Paul Burdwan District Judges Court,Thana : Barddhaman, District : Burdwan, WEST BENGAL, PIN - 713101, Mobile No. : 9434331339, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 37,00,000/-]	
Set Forth value		Market Value	
Rs. 75,00,000/-		Rs. 1,29,01,680/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,011/- (Article:48(g))		Rs. 37,014/- (Article:E, E, B)	
Remarks			

Land Details :

District: Burdwan, P.S:- Barddhaman, Gram Panchayat: BAIKUNTHAPUR-II, Mouza: Kanainatshal, Jl No: 76, Pin Code : 713103

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-538 (RS :-)	LR-2748	Bastu	Bastu	25 Dec	55,00,000/-	89,59,500/-	Width of Approach Road: 27 Ft., Adjacent to Metal Road,
L2	LR-539 (RS :-)	LR-2748	Bastu	Shali	11 Dec	20,00,000/-	39,42,180/-	Width of Approach Road: 27 Ft., Adjacent to Metal Road,
		TOTAL :			**36Dec**	**75,00,000 /-**	**129,01,680 /-**	
	Grand Total :				**36Dec**	**75,00,000 /-**	**129,01,680 /-**	

Additional District Magistrate
Burdwan

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr Soumen Sadhukhan (Presentant) Son of Shyama Prosad Sadhukhan Executed by: Self, Date of Execution: 09/09/2020 , Admitted by: Self, Date of Admission: 09/09/2020 ,Place : Office	 09/09/2020	 LTI 09/09/2020	Soumen Sadhukhan 09/09/2020
	Golahat, P.O:- Sripally, P.S:- Barddhaman, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BNxxxxxx6L,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 09/09/2020 , Admitted by: Self, Date of Admission: 09/09/2020 ,Place : Office			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr Debi Prosad Sadhukhan Son of Late Bibhuti Bhusan Sadhukhan Executed by: Self, Date of Execution: 09/09/2020 , Admitted by: Self, Date of Admission: 09/09/2020 ,Place : Office	 09/09/2020	 LTI 09/09/2020	Debi Prosad Sadhukhan 09/09/2020
	Kanainatshal, P.O:- Sripally, P.S:- Barddhaman, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BQxxxxxx3K,Aadhaar No Not Provided by UIDAI, Status :Confirming Party, Executed by: Self, Date of Execution: 09/09/2020 , Admitted by: Self, Date of Admission: 09/09/2020 ,Place : Office			
3	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr Kalyan Sadhukhan Son of Late Ram Prosad Sadhukhan Executed by: Self, Date of Execution: 09/09/2020 , Admitted by: Self, Date of Admission: 09/09/2020 ,Place : Office	 09/09/2020	 LTI 09/09/2020	Kalyan Sadhukhan 09/09/2020
	Kanainatshal, P.O:- Sripally, P.S:- Barddhaman, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: DIxxxxxx7H,Aadhaar No Not Provided by UIDAI, Status :Confirming Party, Executed by: Self, Date of Execution: 09/09/2020 , Admitted by: Self, Date of Admission: 09/09/2020 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**SAMANTA HOUSING DEVELOPER** Raina, P.O:- Raina, P.S:- Raina, District:-Burdwan, West Bengal, India, PIN - 713421 , PAN No.:: ADxxxxxx9A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr Debasis Samanta Son of Mr Kali Charan Samanta Date of Execution - 09/09/2020, , Admitted by: Self, Date of Admission: 09/09/2020, Place of Admission of Execution: Office	 Sep 9 2020 12:35PM	 LTI 09/09/2020	Debasis Samanta. 09/09/2020
	Golahat, Shankharipukur, P.O:- Sripally, P.S:- Barddhaman, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVxxxxxx6H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SAMANTA HOUSING DEVELOPER (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sudipta Paramanik Son of Mr Tarun Paramanik Mehedibagan Burdwan, P.O:- Burdwan, P.S:- Barddhaman, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713101			Sudipta Paramanik
	09/09/2020	09/09/2020	09/09/2020
Identifier Of Mr Soumen Sadhukhan, Mr Debi Prosad Sadhukhan, Mr Kalyan Sadhukhan, Mr Debasis Samanta			

Transfer of property for L1		
Sl.No	**From**	**To. with area (Name-Area)**
1	Mr Soumen Sadhukhan	SAMANTA HOUSING DEVELOPER-25 Dec
Transfer of property for L2		
Sl.No	**From**	**To. with area (Name-Area)**
1	Mr Soumen Sadhukhan	SAMANTA HOUSING DEVELOPER-11 Dec

Land Details as per Land Record

District: Burdwan, P.S:- Barddhaman, Gram Panchayat: BAIKUNTHAPUR-II, Mouza: Kanainatshal, Jl No: 76, Pin Code : 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 538, LR Khatian No:- 2748	Owner:সৌমেন সাধুখাঁ, Gurdian:শ্যামাপ্রসাদ , Address:নিজ , Classification:শালি, Area:0.24900000 Acre,	Mr Soumen Sadhukhan
L2	LR Plot No:- 539, LR Khatian No:- 2748	Owner:সৌমেন সাধুখাঁ, Gurdian:শ্যামাপ্রসাদ , Address:নিজ , Classification:শালি, Area:0.11000000 Acre,	Mr Soumen Sadhukhan

Endorsement For Deed Number : I - 020304936 / 2020

On 09-09-2020

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

Presented for registration at 12:21 hrs on 09-09-2020, at the Office of the A.D.S.R. BURDWAN by Mr Soumen Sadhukhan , 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 1,29,01,680/-

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

Execution is admitted on 09/09/2020 by 1. Mr Soumen Sadhukhan, Son of Shyama Prosad Sadhukhan, Golahat, P.O: Sripally, Thana: Barddhaman, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business, 2. Mr Debi Prosad Sadhukhan, Son of Late Bibhuti Bhusan Sadhukhan, Kanainatshal, P.O: Sripally, Thana: Barddhaman, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business, 3. Mr Kalyan Sadhukhan, Son of Late Ram Prosad Sadhukhan, Kanainatshal, P.O: Sripally, Thana: Barddhaman, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business

Indetified by Mr Sudipta Paramanik, , , Son of Mr Tarun Paramanik, Mehedibagan Burdwan, P.O: Burdwan, Thana: Barddhaman, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 09-09-2020 by Mr Debasis Samanta, Partner, SAMANTA HOUSING DEVELOPER (Partnership Firm), Raina, P.O:- Raina, P.S:- Raina, District:-Burdwan, West Bengal, India, PIN - 713421

Indetified by Mr Sudipta Paramanik, , , Son of Mr Tarun Paramanik, Mehedibagan Burdwan, P.O: Burdwan, Thana: Barddhaman, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 37,014/- (B = Rs 37,000/- ,E = Rs 14/-) and Registration Fees paid by by online = Rs 14/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/08/2020 7:07PM with Govt. Ref. No: 192020210067669201 on 25-08-2020, Amount Rs: 14/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AQXCVV7 on 25-08-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,011/- and Stamp Duty paid by by online = Rs 15,010/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/08/2020 7:07PM with Govt. Ref. No: 192020210067669201 on 25-08-2020, Amount Rs: 15,010/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AQXCVV7 on 25-08-2020, Head of Account 0030-02-103-003-02

Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

On 10-09-2020

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 37,014/- (B = Rs 37,000/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 37,000/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/09/2020 8:31PM with Govt. Ref. No: 192020210079711621 on 09-09-2020, Amount Rs: 37,000/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ARMPPV5 on 09-09-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,011/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 1/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 432, Amount: Rs.5,000/-, Date of Purchase: 06/08/2020, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/09/2020 8:31PM with Govt. Ref. No: 192020210079711621 on 09-09-2020, Amount Rs: 1/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ARMPPV5 on 09-09-2020, Head of Account 0030-02-103-003-02

Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

Additional District Sub-Registrar
Burdwan
F.S. (Dist. Burdwan)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2020, Page from 117085 to 117126

being No 020304936 for the year 2020.

Seal of the Additional District Sub Registrar, Burdwan, District Burdwan

Digitally signed by KAUSHIK BHATTACHARYA
Date: 2020.09.16 13:52:38 +05:30
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 2020/09/16 01:52:38 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BURDWAN

West Bengal.

(This document is digitally signed.)