

6104/21

8-7284



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

G 668127

1.35/21
1597878/2021
21/9/21

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

Additional District Sub-Registrar
BARDWAN

21 SEP 2021

Query No.2001597878/2021

GRN No.192021220068446838

****DEVELOPMENT AGREEMENT****

Dist.-Purba Bardhaman, P.S.-Bardhaman,

Mouza - Radhanagar (রাধানগর), J.L. No.39,

R.S. Plot No.7331/7756, corresponding L.R. Plot No.7449,

Area of land - 11 Decimal more or less 6.67 Katha,

Under The Area of Bardhaman Municipality.

3/11

by
[Signature]

This Development Agreement is made on this the 21st day of September, 2021.

B E T W E E N

1) SRI SUHAS RANJAN BISWAS [PAN No.BBBPB7935A], [Aadhar No.663494258345], s/o Late Sachindra Nath Biswas, by faith-Hindu, by occupation-Business,

2) MISS. BIPASA BISWAS [PAN No.BBBPB7468N], [Aadhar No. 537790730545], D/o Sri Suhas Ranjan Biswas, by faith-Hindu, by occupation-Service,

Both are Indian Citizen, residing at-Mayer Bari, East Natun Pally, P.O.-Bardhaman, P.S.-Bardhaman, Dist.-Purba Bardhaman, W.B., Pin-713101,

Hereinafter referred to & called as the "**Landowner/s**" (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 assignees) on the First Part.

A N D

SANVI RESIDENCY, [PAN No. AEMFS4002A] a partnership firm, having it's office at RA-54, Apollo Avenue, Bidhannagar, P.O.-Bidhannagar, P.S.-New Township, Dist.-Paschim Bardhaman, W.B., Pin-713212, represented by one of its' Partner; **Sri Chanchal Mondal** [PAN No.CNRPM9116M] [Aadhar No.601100444938], S/o Sri Bhairav Mondal, by faith-Hindu, by occupation-Business, Indian Citizen, resident of Nepura, Badhna, P.O.-Panchet, P.S.-Nirsha, Dist.- Dhanbad, (Jharkhand), Pin-828206.

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 assignees) on the Second Part.

WHEREAS the Landowners are seized, owned and possessed of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring an area of land 11(Eleven) Decimal more or less 6.7(Six point Seven)Katha, in the Dist.-Purba Bardhaman, under P.S.-Bardhaman, within Mouza-Radhanagar, J.L. No.39, R.S. Khatian No.942(Nine Hundred Foty Two), L.R. Khatian No.7607(Seventy Six Hundred Seven), 7608(Seventy Six Hundred Eight), & 3507(Thirty Five Hundred Seven), C.S. Plot No.7331(Seventy Three Hundred Thirty One), R.S. Plot No.7331/7756(Seventy Three Hundred Thirty One by Seventy Seven Hundred Fifty Six), L.R. Plot No.7449(Seventy Four Hundred Forty Nine), by virtue of inheritance, which is hereinafter more fully mentioned in the "First Schedule", and hereinafter called as "said property".

AND WHEREAS the "First Schedule" mentioned property, & it's adjacent North-East corner plot of land, i.e. 11(eleven) Katha land, previously belong to **Upendra Nath Biswas s/o Sita Nath Biswas**, by virtue of Regd. Sale Deed vide No.5357 of 1954, which was registered before the Dist. Sub-Registrar, Burdwan, and during his ownership & possession, said **Upendra Nath Biswas** had transferred the property in favour of his **brother; Sachindra Nath Biswas s/o Sita Nath Biswas**, by executing Regd. Sale Deed vide No.3650 of 1955, which was registered before the Dist. Sub-Registrar Burdwan, and to that effect, **said Sachindra Nath Biswas** became the rightful owner & possessor in respect of the property, and his name has duly been recorded in the **R.S.R.O.R. vide Khatian No.942 of Mouza-Radhanagar**. That **said Sachindra Nath Biswas s/o Sita Nath Biswas**, during his ownership & possession, has transferred the property in favour of his **Daughter-in-Law, namely; Biva Biswas w/o Suhas Ranjan Biswas**, by executing Regd. Gift Deed vide No.4868 of 1971, which was registered before the Dist. Sub-Registrar Burdwan. That **said Biva Biswas w/o Suhas Ranjan Biswas**, during her ownership & possession, has also transferred total 4.09(Four point Zero Nine) Katha out of 11(Eleven) Katha land by executing registered deeds, [i.e. transferred 3.66 Katha land by executing Regd. Family Settlement Deed vide No.8780 of 1977,

which was registered before the Dist. Sub-Registrar Burdwan, in favour of Sachindra Nath Biswas & Usha Rani Biswas, with a condition that after the demise of Sachindra Nath Biswas & Usha Rani Biswas, ownership of the land will devolve upon Subhas Chandra Biswas & Mukul Ranjan Biswas sons of Sachindra Nath Biswas, and also transferred 0.43 Katha Land by executing Regd. Gift Deed No.437 of 1982, which was registered before the A.D.S.R. Burdwan, in favour of Subhas Chandra Biswas & Mukul Ranjan Biswas sons of Sachindra Nath Biswas].

AND WHEREAS due to aforesaid devolution of ownership in respect of the aforesaid entire land, said **Biva Biswas w/o Suhas Ranjan Biswas** became the owner & possessor in respect of 6.91 Katha Land, **and after her demise on 25/08/2008**, the Landowners herein; **Sri Suhas Ranjan Biswas** being husband, **and Miss. Bipasa Biswas** being only daughter, inherited the property of **Late Biva Biswas**, and, to that effect, became the rightful owners & possessors of 6.91 Katha land, at the "First Schedule" plot, and by virtue of Regd. Partition Deed vide No.I-6663 of 2015, which was registered before the A.D.S.R. Burdwan, got specific possession of the land, and after kept space on it's Eastern side & Northern side, the Landowners herein have been possessing 6.67(Six point Six Seven)Katha more or less 11(Eleven) Decimal Land i.e. the "First Schedule" hereunder, and to that effect, their names & the name of their predeceased have duly been recorded in the L.R.R.O.R. vide Khatian No.7607, 7608 & 3507 of Mouza-Radhanagar. And the Burdwan Municipality has issued Holding No.179 in favour of the Landowners herein.

AND WHEREAS the Landowners desire to develop the "Said Property", by construction of multi-storied building/s up to maximum limit of floor/s, consisting of as many as flats, units, garages etc., subject to approval & permission of the Burdwan Municipality, and/or any other concern Authority/ Authorities, and due to their paucity of funds and lack of sufficient time & experience, and as 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 Burdwan Municipality, and/or any other concerned Authority/ Authorities, and Developer herein, after prolonged discussion with the Landowners, has agreed to do the development construction work, at the First Schedule 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 Burdwan Municipality 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 11(Eleven) Decimal more or less 6.67(Six point Six Seven)Katha, in the Dist.-Purba Bardhaman, under P.S.-Bardhaman, within Mouza-Radhanagar, J.L. No.39, R.S. Khatian No.942(Nine Hundred Foty Two), L.R. Khatian No.7607(Seventy Six Hundred Seven), C.S. Plot No.7331(Seventy Three Hundred Thirty One), R.S. Plot No.7331/7756(Seventy Three Hundred Thirty One by Seventy Seven Hundred Fifty Six), L.R. Plot No.7449(Seventy Four Hundred Forty Nine), 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 Burdwan Municipality &/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 Landowners with mutual consent.

iv) DEVELOPMENT AGREEMENT: shall mean this Agreement Between the Landowners 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) 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.

vii) 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.

viii) LANDOWNER:- shall mean **SRI SUHAS RANJAN BISWAS** s/o Late Sachindra Nath Biswas, & **Miss Bipasa Biswas** D/o Sri Suhas Ranjan Biswas, and their legal heirs, successors, executors, legal representatives and assignees.

ix) DEVELOPER: shall mean **Sanvi Residency**, a partnership firm, represented by one of its' Partner; **Sri Chanchal Mondal**, S/o Sri Bhairav Mondal, & its' successors-in-office, legal representatives, legal heirs, administrators, executors, and assignees.

x) FORCE MAJEURE: shall mean & include natural calamities, act of god, fire, civil commotion, riot, war, strike, lockout, lockdown, act of God, and/or any other act or commission or circumstance beyond the control of the Developer.

xi) EFFECTIVENESS:- This agreement shall become effective from the date of execution of this agreement.

xii) 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, after receiving approved Building Plan & all the allied permissions & approvals for the same, from the concerned authority/authorities. Be it mentioned the Developer herein shall intimate the "Date" by writing to the Landowners herein.

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

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

3) LANDOWNERS' & DEVELOPER'S ALLOCATION

That it has been agreed between the parties that the tune of share or division of the Flats/Apartments to be construct by the Developer herein on the 'First Schedule' below property, will be 37:63 ratio, as mentioned hereunder:-

- i) That the Landowners, jointly, will get 37% of constructed area of Flats at the proposed multistoried building/s, from it's First Floor to Top Floor, which will be constructed by Developer herein, on the actual coverage/usage of the land, in accordance with the sanction Building Plan, duly approve & permit by the Burdwan Municipality and/or by the concerned authority, in respect of the "First Schedule" hereunder, subject to adjustment of advance amount of Rs.25,00,000/-only, as mentioned in the "Second Schedule" hereunder.
- ii) That the Developer will get 63% entire remaining constructed area of the proposed multistoried building/s, on the actual coverage/usage of the land, in accordance with the sanction building plan, duly approve permit by the Burdwan Municipality and/or by the concerned authority, in respect of the "First Schedule" hereunder.

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

- i) That the Landowners are now absolutely seize and possess of or otherwise well and sufficiently entitled to the 'said premises' as the absolute owner, 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/Burdwan Municipality 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 admits 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 "First 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 hereinabove and in the "Second Schedule" herein, in respect of her share of 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 Landowner 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 no right or power to terminate these presents, till the completion of the aforesaid development project, including sell/transfer the Developer's allocated portion, written hereinabove and in the "Second Schedule" herein, towards the intending purchaser/s, subject to the terms & conditions & time limit of these presents.
- ix) That the Landowners shall handover to the Developer the original title Deeds, Parcha/land records of rights / Tax Receipts & other relevant documents/papers, what he possess in respect of the First Schedule hereunder, simultaneously with the signing of these presents.

- x) That after execution of this agreement, the Landowners shall always be present to put their signatures in every document, form, application, etc., except project loan/construction loan documents, in favour of the Developer herein, which are necessary for the development construction works at the "First Schedule" hereunder.
- xi) That the Landowners by these presents shall have every right and power in respect of the flats/apartments/units, equivalent to their share of allocation, as mentioned hereinabove & in the "Second Schedule" hereunder, at the project/Multistoried Buildings.
- xii) That the Landowners shall be liable to pay to the Developer herein, the utility charges, in respect of flat/apartment, which will hold by them for their personal use & occupation. And the Prospective Buyers/Purchasers, in respect of the allotted flats/apartments of the Landowners herein, shall also be liable to pay to the Developer herein, the utility charges in respect of their respective flat/apartment.
- xiii) That after 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, and the said Power of Attorney will be valid till validity of this agreement

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 Burdwan Municipality and/or by the concerned authority, including modified plan for development works at the "First Schedule", and to submit the same to the Burdwan Municipality and/or by the concerned authority for obtaining approval of 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/s and structure/s by virtue of the sanctioned building plan,

and to supervise the development works 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 at the said property, in accordance with the plan and specifications sanctioned by the Burdwan Municipality and/or by the concerned authority.

- ii) That the Developer shall give intimation to the Landowners, in every occasions, about the progress of his steps/initiatives, to get approved Building Plan, and it's allied permissions & approvals, from the concerned authority/ies, and if the Developer, without any reasonable cause, willfully neglects or delays to get the said permissions & approvals, in that case, the Landowners shall have right to terminate this agreement.
- 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 receiving Regd. Development Power of Attorney from the Landowners herein.

by
S. S. S. S. S.
S. S. S. S. S.

- 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 receiving Regd. Development Power of Attorney from the Landowners 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 his 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 &/or money for the same.
- vii) 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.
- viii) That the Developer shall complete the construction of the "Said Building/s" and/or 'Project' at its costs and expenses in pursuance of the sanctioned Building Plan & Permissions within **48(Forty Eight) 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.

- ix) 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, due to act of God, and 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.
- x) 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 of the units/flats to the respective owner/s.
- xi) 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.
- xii) 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".
- xiii) That the Developer by virtue of these presents, shall have right &/or authority to deal with any person/persons, &/or enter into any contract, &/or agreement, to borrow money &/or to take advance against any unit/flat/parking along with acquired right under this agreement, from any Nationalized, Private or Public Sector Bank &/or financial institution, in respect of Developer's Allocation.
- xiv) That the Developer by virtue of these presents, shall have no right &/or authority to take project loan or construction loan in respect of the proposed project, at the "First Schedule" hereunder.

- xv) That the Developer shall be responsible for any acts, deeds, or things done towards any fund collection from one or more prospective buyer of the proposed flats/apartment.
- xvi) 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 of the proposed flats/units in respect of the proposed project at the first schedule hereunder.
- xvii) That the Developer has not acquired any ownership or title, and/or no such ownership or title has been transferred in favour of the Developer herein, by virtue of this Agreement, in respect of the "First Schedule" hereunder.

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 Landowners 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 Landowners, 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/she will be liable to pay the amount as per their mutual understanding, 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) That, if any dispute & difference arise out of these presents and/or it's allied documents, and/or in respect of any matter relating to the proposed Project, between the parties, then at first the parties herein, try to solve the same amicable, otherwise the parties can take legal action against each other, and the Purba Bardhaman District Court shall have jurisdiction to adjudicate the same.

FIRST SCHEDULE as referred herein above
(Description of Land/Premises)

ALL THAT piece & parcel of land in the Dist.-Purba Bardhaman, P.S.-Bardhaman, within the area of Burdwan Municipality, at **Mouza - Radhanagar**(রাধানগর), J.L. No.39, **R.S. Khatian No.942**(Nine Hundred Forty Two),

Part-I:-

C.S. Plot No.7331, corresponding R.S. Plot No.7331/7756
(Seventy Three Hundred Thirty One by Seventy Seven Hundred Fifty Six), corresponding L.R. Plot No.7449 (Seventy Four Hundred Forty Nine), L.R. Khatian No.7607(Seventy Six Hundred Seven),
measuring an Area of Land- 5.2(Five point Two) Decimal,

Part-II:-

C.S. Plot No.7331, corresponding R.S. Plot No.7331/7756
(Seventy Three Hundred Thirty One by Seventy Seven Hundred Fifty Six), corresponding L.R. Plot No.7449 (Seventy Four Hundred Forty Nine), L.R. Khatian No.7608(Seventy Six Hundred Eight),
measuring an Area of Land- 5.2(Five point Two) Decimal,

Part-III:-

C.S. Plot No.7331, corresponding R.S. Plot No.7331/7756
(Seventy Three Hundred Thirty One by Seventy Seven Hundred Fifty
Six), corresponding L.R. Plot No.7449 (Seventy Four Hundred Forty
Nine), L.R. Khatian No.3507(Thirty Five Hundred Seven), measuring
an Area of Land- 0.6(Zero point Six) Decimal,

In the above Part-I, II, & III, Total Area of Land- 11(Eleven) Decimal
more or less 6.67(Six point Six Seven) Katha, under Burdwan
Municipality, B.L.&L.R.O. Bardhaman-1, Holding No.179, and the
Land is recorded as Bastu, will to be use as Bastu for Residential
Project Purpose, located at Natun Pally, Bardhaman-1.

Butted and Bounded as follows:-

North : 10' Feet Wide Pucca Road.


South : House of Saikat Basu.

East : 15' Feet Wide Road & Asha-3 Multistoried Building.

West : House of G. Pal.

SECOND SCHEDULE as referred herein above

(Description of Allocation of the Landowners & Developer)

- by 
- i) That the Landowners, jointly, will get 37% of constructed area of Flats at the proposed multistoried building/s, from it's First Floor to Top Floor, which will be constructed by Developer herein, on the actual coverage/usage of the land, in accordance with the sanction Building Plan, duly approve & permit by the Burdwan Municipality and/or by the concerned authority, in respect of the "First Schedule" hereunder.

- ii) That the Landowners will get the aforesaid allocation, subject to adjustment of advance amount of **Rs.25,00,000/- (Rupees Twenty Five Lakh) only**, which is paid/ will be paid by the Developer towards the Landowners herein, under the following manners.
- a) The Developer has already paid the amount of **Rs.5,50,000/- (Rupees Five Lakh Fifty Thousand) only** to the Landowners herein, through fund transfer.
- b) The Developer shall pay the remaining advance amount of **Rs.19,50,000/- (Rupees Nineteen Lakh Fifty Thousand) only**, to the Landowners herein, before "Commencement of Construction Work" of the proposed Project, at the "First Schedule" hereinabove.
- iii) That the Developer shall also pay the amount of **Rs.6,000/- (Rupees Six Thousand) only, per month**, to the Landowners herein, (for their rented premises), **till 48 (Forty Eight) months**, from the Month of "Commencement of Construction Work" of the Project, subject to handover of possession of a Flat/Apartment to the Landowners herein (out of their entire allocation) for their residence.
- iv) That the Developer shall allot specific allocation of the Flats/Apartments, to the Landowners herein, equivalent to their share, as mentioned above, after getting approve Building Plan, by executing Regd. Addendum / Amendment of this Agreement.
- v) That the Developer will get all the units/flats/apartments/parking space/portions/constructed area, as per sanction building plan duly approve & permit by the Burdwan Municipality, and/or by the concerned authority, after excluding the Landowners' allotted flat/apartment.
- vi) That the Landowners hereinafter, shall have no right to claim or demand any further unit/flat or any further sum of money, except the mentioned above, from the Developer herein, in respect of the proposed project at the "First Schedule" hereinabove.

General Specification of "said building"

Foundation	:	R.C.C. Framed
Structure	:	R.C.C. Framed Structure
Roof	:	RCC Slab with good quality materials.
Bricks/Blocks Work	:	Bricks/Blocks wall with plastering, thickness External Walls 10", & internal Walls 5" and/or 3"
External Wall Finishing	:	Weather Coat
Interior Wall Finishing	:	All internal Wall - Wall Putty finishing.
Flooring	:	Vitrified Tiles in all rooms, and anti-skid ceramic 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, One Shower and Geyser point in common Bathroom
Kitchen Platform & wall	:	Cooking platform with granite/green polish 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	:	Standard Quality.
Fire Protection	:	Fire Extinguishing Equipment at Common Space,
COMMON FACILITIES	:	Septic Tank, water supply arrangement, pathways, boundary wall, roof, meter space and others as stated herein
Generator	:	Standard Quality D.G.

A separate sheet has been annexed to this agreement containing the signature, fingers print and photographs of the Landowners & 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 21st day of September, 2021, at ~~Durgapur~~ ^{Durgapur}.

WITNESSES:-

1. Rahul Basu
S/O Nepal Basu
Shankarpur
Aswaha
Durgapur-12

Sahas Ranjan Biswas

Bipasa Biswas

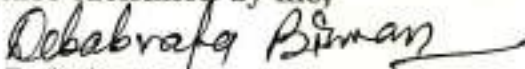
SIGNATURE OF LANDOWNERS

2. Shibsankar Das
S/O - Ananga Mahan Das
Rishi Aravinda Pally
DGP-1.

SANVI RESIDENCY
Chanchal Mandal
Partner

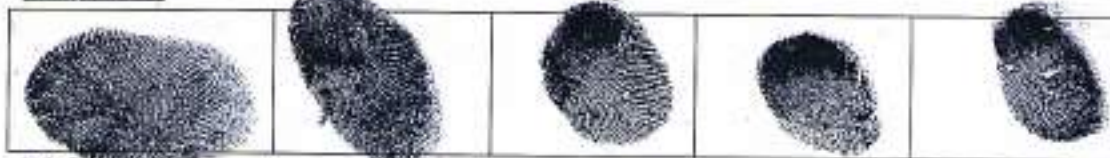
SIGNATURE OF DEVELOPER

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,

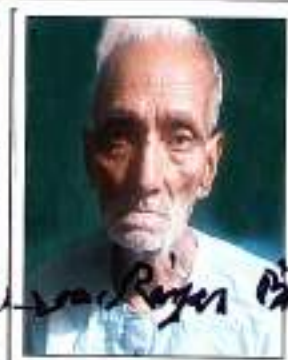
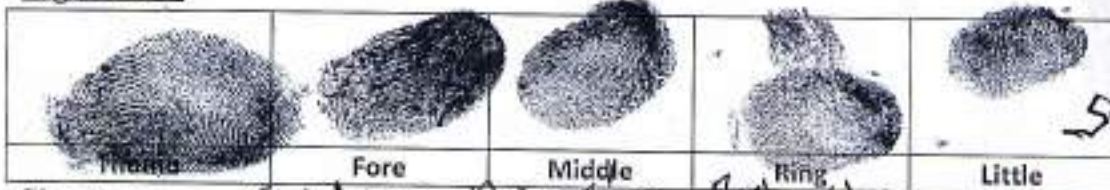

Debabrata Biswas, Advocate
Durgapur Court, City Centre
Enrollment No. **W.B./686/2010**

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

Left Hand



Right Hand



Sulochan Roy

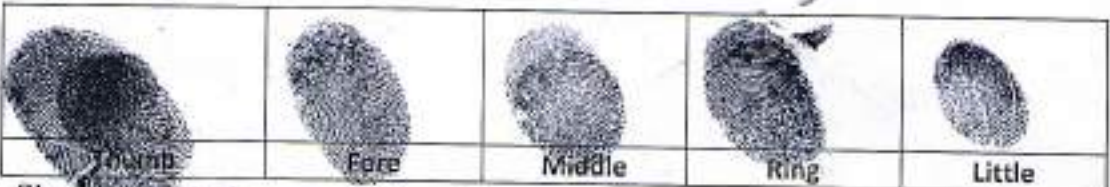
Signature:- *Sulochan Roy*

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

Left Hand



Right Hand



Bipasa Biswas

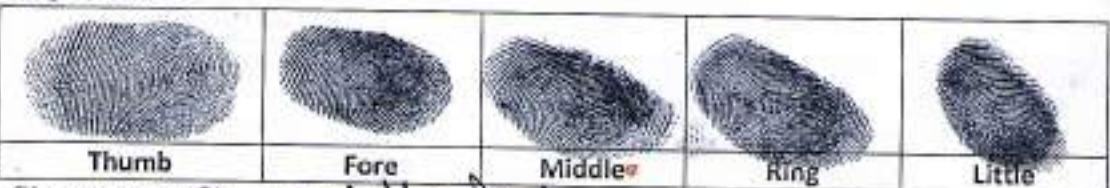
Signature:- *Bipasa Biswas*

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

Left Hand



Right Hand



Chanchal Kowdal

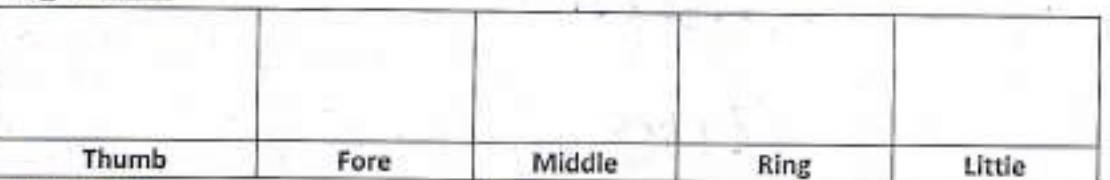
Signature:- *Chanchal Kowdal*

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

Left Hand



Right Hand



Photo

Signature:-

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

CHANCHAL MONDAL
BHAIRAV MONDAL

05/07/1996
Permanent Account Number
CNRPM9116M

Chanchal Mondal
Signature



Chanchal Mondal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AEMFS4002A



नाम/Name
SANVI RESIDENCY

07000091

निगमन / गठन की तिथि
Date of Incorporation/Registration
27/07/2021

यदि कार्ड के खोने/पाने पर कृपया सूचित करें/बोर्डें:
आयकर विभाग, एन एस डी
पीवी बिल्डिंग, 401 फ्लोर,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, डीए जेएन रोड के चोक,
पुणे - 411 015.



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

Income Tax PAN Services Unit, NSDL
401 Floor, Muzin Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Gangalou Chowk,
Pune - 411 015.

Tel: 91-20-2721 3080; Fax: 91-20-2721 8081
e-mail: card@nsdl.com

Chanchal Khandal

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

BBBPB7468N

नाम/ Name
BIPASA BISWAS

पिता का नाम/ Father's Name
SUHAS RANJAN BISWAS

जनम की तारीख/ Date of Birth
02/01/1965

हस्ताक्षर/ Signature

हस्ताक्षर/ Signature



9112018

Bipasa Biswas



Suhaj Ranjan Biswas