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

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THIS AGREEMENT FOR DEVELOPMENT made at Purba

Bardhaman this 10th day August, 2022

BETWEEN

नाम अवस्ति कार्रिक का

বর্ষমান সাহ টাজারী হটা বিনা তালের স্থ্যাম্প ভেডার - বিনা তালেরা ভাতাত এটিএস্থার আজস লাইসেপ নহ-৪/২০১৮ ১২

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SRI DEB KUMAR DAN, PAN - ALEPD1933A son of Late Pran Krisna Dan, Indian by Nationality, Hindu by Religion, Retiered person by Occupation, resident of Sankharipukur, Sadarghat Road, P.O. Sripally, P.S. Burdwan Sadar, District - Purba Bardhaman, Pin 713103, West Bengal herein after referred to as the land OWNER (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and inleude his heirs executors, administrators, executors, legal representatives and assigns) of the FIRST PARTY of the ONE PART

#### AND

BARDHAMAN S. S. CONSTRUCTION PRIVATE LTD."

(PAN: AAICBO767A) a Private Ltd. Com. (CIN No. U70109WB2018PTC228544), having its registered office at Kali Bazar, P.O. Burdwan, P.S. Burdwan Sadar, District - Purba Bardhaman, PIN - 713101, West Bengal represented by its Authorised Director: SRI SUSANTA GHOSH, PAN: AGMPG3013B, son of Sri Rampada Ghosh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Kali Bazar, P.O. Burdwan, P.S. Burdwan Sadar, District - Purba Bardhaman, PIN - 713101, West Bengal

(1) SRI SUSANTA GHOSH, PAN: AGMPG3013B, son of Sri Rampada Ghosh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Kali Bazar, P.O. Burdwan,

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P.S. Burdwan Sadar, District - Purba Bardhaman, PIN - 713101, West Bengal herein after called the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and inleude her heirs executors, administrators, executors, legal representatives and assigns) of the **OTHER PART** 

WHEREAS the party of the FIRST PART herein is the absolute owner and possessor of ALL THAT the piece and parcel of land situated at Mouza-Sankharipukur, J.L No. 38, appertaining to (1) R.S Khatian No. 81/85, under R.S Plot No. 173, corresponding to L.R. Plot No. 384, under L.R Khatian No. 421/ 2, Class: Viti, measuring an area 0.11 acre or 11 decimals, (2) R.S Khatian No. 89, under R.S Plot No. 174, corresponding to L.R. Plot No. 385 under L.R Khatian No. 421/2, Class: Viti, measuring an area 0.08 acre or 8 decimals, (3) R.S. Khatian No. 90, under R.S. Plot No. 174/527, corresponding to L.R, Plot No. 383, under L.R. Khatian No. 421/2, Class: Viti, measuring an area 0.07 acre or 7 decimals, in total measuring an area of landed property 0.26 acre, with old structure standing thereon, within Ward No. - 15, Mahalla - Shankaripukur, Sadarghat Road, Holding No. 103, under Burdwan Municipality, P.S.- Burdwan Sadar & District - Purba Bardhaman, which is morefully described in the schedule herein below and he is also muted his name in the office at Burdwan Municipality of Sankharipukur, P.O. Sripally,



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P.S. Burdwan Sadar in the District of Purba Bardhaman, PIN -713103, which is morefully described in the schedule herein below.

AND WHEREAS the schedule mentioned property of Mouza -Sankharipukur, J.L No. 38, appertaining to R.S. Khatian No. 81/85, 89 and 90, under R.S Plot No. 173, 174 and 174/527, total measuring an area 0.26 acre or 26 decimals in 16 annas share of landed property was originally belonged to Uma Sundari Debi wife of Ganga Dhar Samanta in her absolute right, title, interest and possession over the above mentioned property, and she was the then actual owner and possessor of the above mentioned property continuously for over twelve years adversely by way of adverse possession and her name was recorded in in the concerned record of rights and the Govt, tax and other taxes were paid by her and she had exercise her respective rights of absolute ownership in respect there of by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

AND WHEREAS said Uma Sundari Debi wife of Ganga Dhar Samanta, while she owning and possessing the above mentioned property in her absolute right and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independant title and transferred the abovementioned property of Mouza Sankharipukur, J.L No. 38, appertaining to

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R.S Khatian No. 81/85, 89 and 90, under R.S Plot No. 173, 174 and 174/527, total measuring an area 0.26 acre or 26 decimals in 16 annas share in favour of Smt. Kalyani Dan wife of Late Prankrishna Dan by virtue of registered deed of Sale vide deed No. 5614 dated 01/08/1972, registered in Book No. I, Volume No. 64, Pages from 64 to 68, being No. 5614 for the year 1972 which was registered in the office of DSR Burdwan and thereafter she became the sole owner and possessor of the above mentioned property of Mouza Sankharipukur, J.L No. 38, appertaining to R.S Khatian No. 81/85, 89 and 90, under R.S Plot No. 173, 174 and 174/527, total measuring an area 0.26 acre or 26 decimals in 16 annas share and her name was duly been recorded in the concerned record of rights and the Govt, tax and other taxes were paid by her and she had exercise her respective rights of absolute ownership in respect there of by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

AND WHEREAS said Smt. Kalyani Dan wife of Late Prankrishna Dan, while she owning and possessing the above mentioned property in her absolute right and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and transfered the abovementioned property of Mouza Sankharipukur, J.L No. 38,



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appertaining to R.S. Khatian No. 81/85, 89 and 90, under R.S. Plot No. 173, 174 and 174/527, total measuring an area 0.26 acre or 26 decimals in 16 annas share in favour of her two sons namely Samir Kumar Dan and Deb Kumar Dan both sons of Late Pran Krishna Dan by virtue of registered deed of Gift vide deed No. 2715 dated 06/05/1976, registered in Book No. I, Volume No. 27; Pages from 175 to 177, being No. 2715 for the year 1976 which was registered in the office of DSR Burdwan and thereafter they jointly became the sole owners and possessors of the above mentioned property of Mouza Sankharipukur, J.L No. 38, appertaining to R.S Khatian No. 81/85, 89 and 90, under R.S. Plot No. 173, 174 and 174/ 527, total measuring an area 0.26 acre or 26 decimals in 16 annas share and each having 8 annas share in their behalf and their names were duly been recorded in the concerned record of rights and the Govt, tax and other taxes were paid by their and they had exercise their respective rights of absolute ownership in respect there of by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

AND WHEREAS said (1) Samir Kumar Dan and (2) Deb Kumar Dan both sons of Late Pran Krishna Dan, while jointly owning and possessing the said property in L.R. Plot No. 173, 174 & 174/527 of Mouza Sankharipukur, P.S. Burdwan, District - Purba bardhaman in their absolute right and discharging their



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liabilities to the knowledge of total exclusion of all others and acquired a better and independant title and they are jointly decided to exchange their property with other properties by way of one deed of exchange vide deed No. 6529 dated 16/09/1989, registered in Volume No. 118, pages from 85 to 92, being deed No. 6529 for the year 1989, which was registered in the office of District Sub Registrar, Burdwan, and ultimately said Samir Kumar Dan son of Late Pran Krishna Dan, transfered his eight annas share of the above mentioned property in favour of his biological brother as well as co-sharer said Deb Kumar Dan son of Late Pran Krishna Dan, and similarly said Deb Kumar Dan son of Late Pran Krishna Dan, transfer his another property mentioned in the KHA - schedule of the Exchange deed of Mouza Sankharipukur, J.L No. 38, L.R Plot No. 75 and 74 in favour of Samir Kumar Dan son of Late Pran Krishna Dan.

AND THUS said Deb Kumar Dan son of Late Pran Krishna Dan became the absolute sole owner and possessor of the entire Sixteen annas share of the schedule mentioned property of Mouza Sankharipukur, J.L.No. 38, appertaining to R.S. Khatian No. 81/85, 89 and 90, under R.S. Plot No. 173, 174 and 174/527, total measuring an area 0.26 acre or 26 decimals in 16 annas share and his name was duly been recorded in the concerned L.R record of rights, vide L.R Khatian No. 421/2, L.R Plot Nos. 384, 385 and 383, total measuring an area 0.26 acre and the Govt. tax and

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other taxes was paid by him and he had exercise his respective rights of absolute ownership in respect there of by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by any body in this behalf.

AND WHEREAS said Deb Kumar Dan son of Late Pran Krishna Dan, present land owner herein, became the absolute sole owner and possessor of the schedule mentioned property. herein after PARTY TO THE FIRST PART herein being the absolute owner and acquired a better an independant right, title, interest and possessor over the piece or parcel of demarcated butted and bounded portion of land admeasuring an area more or less 0.26 acre more or less Sixteen annas shares in L.R Plot Nos. 384, 385 and 383, under L.R Khatian No. 421/2, which are free from all encumbrances. The land within the jurisdiction of the Burdwan Municipality at Purba Bardhaman more fully described in the schedule of this development agreement written and hereinafter referred to as the said property. And said above mentioned land owner herein who is agreed to develop his property with the developer herein to this development agreement and full consent for develop and as well as construction over the schedule mentioned property at the cost of the developer.

AND WHEREAS the party to the FIRST PART as owner is now in absolute Khas possession of the land in the schedule

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mentioned hereunder by exercising his right, title by paying land Revenue to the State of West Bengal and mutated his name in the present L.R. Record of rights before the Ld. B.L & L.R.O., Burdwan-1 at Purba Bardhaman and also in the assessment records of Burdwan Municipality and paid upto date Municipal Taxes to the Burdwan Municipality.

AND WHEREAS the party of the First Part herein are the owners and occupiers, seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land situated at Mouza-Sankharipukur, J.L No. 38, appertaining to (1) R.S Khatian No. 81/85, under R.S Plot No. 173, corresponding to L.R. Plot No. 384, under L.R Khatian No. 421/ 2. Class: Viti, measuring an area 0.11 acre or 11 decimals. (2) R.S Khatian No. 89, under R.S Plot No. 174, corresponding to L.R. Plot No. 385 under L.R Khatian No. 421/2, Class: Viti, measuring an area 0.08 acre or 8 decimals, (3) R.S. Khatian No. 90, under R.S. Plot No. 174/527, corresponding to L.R. Plot No. 383, under L.R. Khatian No. 421/2, Class: Viti, measuring an area 0.07 acre or 7 decimals, in total measuring an area of landed property 0.26 acre, with old structure standing thereon, within Ward No. - 15, Mahalla - Shankaripukur, Sadarghat Road, Holding No. 103, under Burdwan Municipality, P.S.- Burdwan Sadar & District - Purba Bardhaman, which is morefully described in the schedule herein below and he is also muted his name in the

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office at Burdwan Municipality of Sankharipukur, P.O. Sripally, P.S. Burdwan Sadar in the District of Purba Bardhaman, PIN - 713103 alongwith easement rights upon all common passages which is morefully and particularly described in "First" Schedule hereunder written hereinafter called and referred to as the said schedule property withinin the jurisdiction at the office of the Additional District Sub-Registrar, Burdwan which is morefully written and hereinafter referred to as "said property".

AND WHEREAS the owners being desirous of developing the said properties into a multi storied residential building of the land with structure were in a look out to appoint a real estate developer for the same and approached the Developer and represented to the Developer as follows:

- a) The owners have the full absolute ownership right of the "First" schedule property and in their khas peaceful possession of old structure standing over there.
- b) The said properties are free from all encumbrances, charge, liens, lispendens, mortgage, attachments and have no acquisitions or requisitions and/or any civil, criminal proceedings is/are not pending before any Learned Court under its Jurisdiction, claims and demands subject to bank liability.

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c) The owners have not entered into any agreement or contract with any person or persons / company or companies in connection with the said properties or any part thereof or its development / transfer prior to the execution of this agreement.

AND WHEREAS the owners now intend to develop the said property and having no experience for development and also to meet other lawfully expenditure decided to develop the said property.

AND WHEREAS the owner has been in search of person/ persons competent to take over the charge of Development of the said property and construct a Multi-Storied Residential Building on joint venture basis.

AND WHEREAS due to various reasons, shortage of fund and also lack of experience in the matter the land owner approached to Developer here in to construct make of a building unto and maximum height, permissible by the Burdwan Municipality and/or permitted in accordance with law.

AND WHEREAS the Developer has assured the owners that he have adequte funds, know how, expertise and all means to under take development of the building in the manner agreed hereunder.

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AND WHEREAS the owner and developer after details

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discussion over modus operandi and all the terms and conditions in regard to the said construction as well as development of the said property and the owner having agreed to handover the possession of the schedule land alongwith structure if any to the Developer for development of the property under the terms & conditions. The owner would contribute their said properties for development and the developer would develop the said properties at his own costs and expenses.

AND WHEREAS the parties do hereby record into writing the terms and conditions agreed by and between them in connection with the development of the said properties of their respective allocations in the building and their respective rights and obligations in respect of the same as hereinafter contained.

AND WHEREAS the Developer's Private Ltd. Comrepresented by its Authorised Director construction of Multi-Storied Residential Building on the said property as per the sanction plan sanctioned by the Burdwan Municipality in consideration of and / or the term and conditions here in after appearing.

**AND WHEREAS** the land owner of the said property has accepted the proposal of the Developer subject to the terms and conditions herein after explicitly described.

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AND WHEREAS the Land Owner and Developer's Private



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Ltd. Com. represented by its Authorised Director after details discussion over modus-operandi and all the terms and conditions in regard to construct a multi-storied residential building on the said property and the Owner having agreed to hand over the possession of the FIRST schedule mentioned property to the Developer Firm for development of the property under the terms and condition.

AND WHEREAS the Developer's Private Ltd. Com. represented by its Authorised Director have submitted a scheme for construction of multi-storied building consisting of several flat / units / parking spaces on the basis of sanctioned building plan. Sanctioned by Municipality on the terms that the Developer would make development of the First schedule property and to construct the proposed multi-storied building and with the authority and power to procure intending purchasers of Flats / Units / Parking Spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the Developer and would also realize the cost of construction of the Flats / Units / Parking Spaces and common parts from the intending purchaser / purchasers directly forself and the cost of the proportionate share of interest in the land described in the First schedule mentioned herein under and as would be proportionate to each such flat / unit / parking spaces and common parts for and on behalf of the Land Owner and upon receipt of



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such payment from the intending purchasers the Developer shall nominate the intending purchasers for purchase of the undivided proportionate impartiable and indivisible share or interest in the said land as would be proportionate to each such flat / unit / parking spaces agreed to be acquired by the intending purchaser / purchasers to the said owners who would execute proper sale deed / conveyance deed in respect of the said undivided impartiable and indivisible interest in the land together with flat / unit / parking spaces.

and whereas the aforesaid Owner have accepted the said proposal of the developer and hereby agreed to appoint the Developer for developing the property described in the First schedule hereunder written by making construction of the proposed multi-storied residential building comprising several flat / unit / car parking spaces whom the Developer would procure on his / its own and such intending Purchaser / Purchasers shall pay consideration money to the Developer for the flat / unit / car parking spaces as well as undivided proportionate and impartiable share of the land out of the land described in the schedule hereunder written.

AND WHEREAS thus the said owner and Developer Firm represented by its proprietor entered into this agreement in order to develop the property morefully and particularly mentioned and described in the First schedule hereunder written and hereinafter



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referred to.

AND WHEREAS the aforesaid land owner has accepted the said proposal of the developer and hereby agreed to appoint the developer herein for developing the property morefully described in the schedule hereunder written by making construction of the proposed multi-storied building comprising several flats / units / car parking spaces.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### OWNER:

shall means

SRI DEB KUMAR DAN, PAN - ALEPD1933A son of Late Pran Krisna Dan, Indian by Nationality, Hindu by Religion, Business by Occupation, resident of Sankharipukur, Sadarghat Road, P.O. Sreepally, P.S. Burdwan Sadar, District - Purba Bardhaman, Pin 713103, West Bengal

#### DEVELOPER :

BARDHAMAN S. S. CONSTRUCTION PRIVATE LTD.\*

(PAN: AAICBO767A) a Private Ltd. Com. (CIN No. U70109WB2018PTC228544), having its registered office at Kali Bazar, P.O. Burdwan, P.S. Burdwan Sadar, District -

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Purba Bardhaman, PIN - 713101, West Bengal represented by its Authorised Director: SRI SUSANTA GHOSH, PAN : AGMPG3013B, son of Sri Rampada Ghosh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Kali Bazar, P.O. Burdwan, P.S. Burdwan Sadar, District - Purba Bardhaman, PIN -713101, West Bengal

#### THE PROPERTY:

ALL THAT the piece and parcel of land situated at Mouza-Sankharipukur, J.L No. 38, appertaining to (1) R.S Khatian No. 81/85, under R.S Plot No. 173, corresponding to L.R. Plot No. 384, under L.R Khatian No. 421/2, Class: Viti, measuring an area 0.11 acre or 11 decimals, (2) R.S Khatian No. 89, under R.S. Plot No. 174, corresponding to L.R. Plot No. 385 under L.R Khatian No. 421/2, Class: Viti, measuring an area 0.08 acre or 8 decimals, (3) R.S. Khatian No. 90, under R.S. Plot No. 174/527. corresponding to L.R. Plot No. 383, under L.R. Khatian No. 421/ 2, Class: Viti, measuring an area 0.07 acre or 7 decimals, in total measuring an area of landed property 0.26 acre, with old structure standing thereon, within Ward No. - 15, Mahalla -Shankaripukur, Sadarghat Road, Holding No. 103, under Burdwan Municipality, P.S.- Burdwan Sadar & District - Purba Bardhaman, which is morefully described in the schedule herein below and he is also muted his name in the office at Burdwan



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Municipality of Sankharipukur, P.O. Sripally, P.S. Burdwan Sadar in the District of Purba Bardhaman, PIN - 713103.

#### BUILDING :

shall mean and include the multi-storied residential building to be constructed at the premises mentioned in earlier paragraph.

## BUILDING PLAN :

shall mean such plan prepared by the Architect for the construction of the new multi-storied building to be constructed on the said land sanctioned by the Burdwan Municipality which include drawings, design, elevations and specifications as are prepared by the Architects including variations / modifications therein, if any.

## ARCHITECT :

shall mean such person or persons with requisite qualification and enlisted his firm who will be appointed by the Developer for designing and planning at the new multi-storied building.

# COMMON FACILITIES & AMENITIES :

shall mean and include corridor, stairs, ways, paths, passages, water tank and other spaces and lift facilities what soever required for the establishment, location, common



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use for enjoyment, provision, management and / or maintenance of the building as shall be determined by the Developer and the Owner of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Management Committee is formed and take charges of the said building and the purchasers of the flat of the proposed multi-storied building shall have the right to enjoy the roof of the proposed building for all ceremonial occassion and for maintaining TV Antena and water reservoir.

## NEW BUILDING:

The new building shall mean the newly constructed multistoried residential building to be constructed on the aforesaid premises by the Developer.

#### CONSTRUCTED SPACE :

shall mean the space in the building available for independent use and the occupation including the space demarcated for common facilities.

#### OWNER ALLOCATION :

shall mean and include undivided 45% (as discussed and agreed upon) of the F.A.R. area at the total constructed portion of the proposed multi-storied building as per sanctioned building plan approved / sanctioned by the

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competent authority and the undivided 45% Car Parking area on the Ground Floor of the proposed multi-storied building over the First schedule property TOGETHER WITH undivided proportionate share in the land under-neath and the common portions of the proposed multi-storied building and shall include proportionate percentage of undivided share and also common parts and facilities of each such flat / unit / parking space as of owners alloted portion of construction with sufficient modern fittings & fixtures. It is agreed that both the parties herein shall have right in respect of ultimate top roof of the building being constructed herein as morefully mentioned in the schedule. The flat and car parking spaces will be specifically demarcated mutually after getting sanctioned plan and by executing seperate supplementary agreement.

#### DEVELOPERS ALLOCATION :

shall mean the remaining portion i.e. 55% out of the total F.A.R. area in the proposed multi-storied building to be constructed over the First schedule property including the common facilities absolutely belonged to the Developer after providing for the Owner allocation as aforesaid and TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures



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subject to sanction of total F.A.R. It is agreed that both the parties herein shall have right in respect of ultimate top roof of the building being constructed herein as morefully mentioned in the schedule and also together with right over the roof for its maintenance and fixing up overhead tank with water distribution line and other necessity of the building.

#### SALEABLE SPACE :

shall mean in the new building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof.

## COVERED AREA:

covered area shall mean and include the entire covered area as may be sanction by Burdwan Municipality and shall include the plinth area of flat / unit / parking spaces including of the bathroom, balconies & terrace appurtenant thereto and also the thickness of external and internal walls and pillars and the area at the common portions. Provided that, if any will be common between two units / flats / parking spaces then 1/2 (half) portion of the said wall shall be included in such unit / flat.

#### UNDIVIDED SHARE:

shall mean the undivided proportionate share in the land

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attributable to the each flat / unit / parking spaces comprised in the said land and the common portions held by and / or herein agreed to be sold to the resepctive purchaser and also wherever the context permits.

#### TRANSFER :

with its grammatical variations shall include transfer by possession by any other mean adopted for effecting what is understood as a transfer of space in multi-storied building to purchase thereof.

#### TRANSFEREE:

shall mean the firm, limited company, association or person to whom any space in the building shall be transferred or is proposed to be transfer.

#### WORDS:

importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.

#### TIME :

shall mean the construction shall be completed positively within 30 menths from the date of sanction plan sanctioned by the competent authority of the proposed building and

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due to any natural calamity or for any act of God and any health issuess occurs in the interim period be extended not more than six months.

#### CO-OWNER :

the unit / flat owners mean and include any person who acquires, holds and / or owns any unit / flat / car parking in the building and that shall include the Developer for the unit / flat / car parking held by them from time to time.

# FLATS / UNITS :

the flat / unit shall mean the flats or residential area, covered area, other space / spaces in the building, which is capable of being exclusively owned used and / or enjoyed by any flat / unit owners and which is not the common portion.

# COMMON EXPENSES :

common expenses shall mean and include all the expesss to be incurred by the flat / units owners for the management and maintenance / upkeep at the said building and the said premises for common purposes.

# COMMON PORTIONS :

common portions shall mean all the common areas and installations to compromise in the said building and the premises, after the development including stair cases, lobbies, passage, pathways, boundary walls, entrance &

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exit gate service areas etc.

#### PROJECT :

the project shall mean the work of development work under taken to be done by the developer in pursuance of this agreement till the development to the First schedule property and the possession of the completed unit / flats is taken over by the unit / flat owners.

#### PROPORTIONATE SHARE:

with all its cognate variations shall mean such ratio, in which the covered area of any unit / flats be in relation to the covered area of all the unit / flats in the said building shall be distributed amongst the unit / flat owners.

#### SUPER BUILDING AREA:

shall mean in context to a unit / flat as the area of the unit / flat computed by adding an agreed fixed percentage of 25% to be built-up and / or the covered area of the unit / flat.

#### COMMON PURPOSES :

shall mean the purpose of managing and maintaining the building of the said holding and in particular the common portions, collection and disbursement of common expneses for common portion and dealing with the matter of common



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interest of the co-owners relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units execlusively and the common perorations in common.

#### ADVOCATE :

shall mean the Advocate, who have prepared these presents and who shall prepare all legal documents regarding the development, construction, building promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise in its parts and parcels and the building/s and the unit / flat therein, including the Deed of Conveyance/s thereof.

#### POWER OF ATTORNEY :

with the execution of this agreement the owner shall if required or may cause to execute a "Developer Power of Attorney" in favour of the Developer herein of the Developer in accordance with Law, so that the Developer can proceed smoothly in pursuance with this agreement and to sell of his Developer's Allocation share as well as Owner's Allocation share to the intending purchaser/s and the owner shall also grantto the developer and / or its nominees a Power of Attorney for constructions of the new residential building and booking and to sell of the newly constructed

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residential building to the intending purchasers.

# COMMENCEMENT

This agreement shall be deemed to have commenced with effect from the date of execution at this agreement.

The Owner has represented to the Developer as follows:

- The owner is the sole, absolute owner of the said property at Holding No. 103, Mohalla Shankaripukur, P.S. - Burdwan Sadar, Dist. - Purba Bardhaman, Pin - 713103, Ward No. 15 within Burdwan Municipality morefully and particularly mentioned and described in the "First Schedule" hereunder written and herein after referred to.
- That there is no arrear of taxes and/or other levies at impositions of the said property due and payable to any statutory authority.
- The Owner shall supply all original documentary evidences in respect of the property to the Developer.
- 4. The owner shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the multi-storied buildings and pay all arrears of taxes and / or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
- The Owner shall vacate the said property / premises after

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- getting sanctioned plan from the competent authority and hand over the entire property to the Developer.
- The Owner shall answer and comply with all requisition that may be made by the developer or by his Advocate for establishing the title at the owner in respect of the premises.
- The Owner shall handover Khas, vacant, peaceful and physical possession entirely of the said property to the developer for the purpose of the execution of the said project.
- There are no suits and/or proceedings and/or litigations pending in respect of the premises or any part thereof.
- No person other than the owner have any right, title or any interest of any nature whatsoever, in the aforesaid premises or any part thereof.
- 10. The right, title and interest of the owner of the abovementioned premises is free from all encumbrances whatsoever and the Owner have a good and marketable title thereto.
- 11. It is undertaken by both the parties herein that since the plan has not yet been sanctioned till date. The specific detils of allocation of both the land owner (45%) as well as the developer (55%) shall be mentioned by way of a supplementary agreement after obtaining the sanctioned

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plan.

- 12. No part of the premises have been or is liable to be acquired under the Urban Land Ceilling and Regulation Act. 1976 and / or under any other law for the time being in force and no proceedings have been intiated or are pending in respect thereof. The owners shall not have any difficulty in obtaining all requisite clearances and permissions from the Land Ceilling Authorities for the development of the Premises in the manner envisaged hereunder.
- 13. The Owner shall take all necessary steps to co-operate with the developer so that the developer can get the delivery of the vacant and peaceful possession of all parts and portions of the First Schedule property.
- 14. The premises or any part thereof is at present not affected by any acquisition or requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceeding has been received or come to the notice of the Owner.
- 15. Neither the premises nor any part thereof have been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Water Tax, Revenue or any other Public Demand Recovery Act.
- 16. The owner have not in any way dealt with the premises



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whereby the right, title and interest of the owners as to the ownership, use, development and enjoyment thereof, is or may be affected in any manner whatsoever.

- 17. There are no Debottor or Pirottor Property Wakfs, Tombs, Mosques, Burial Ground or vested to the state of West Bengal or encumbrances relating to or on the premises or any part thereof.
- That the developer shall not mortgage the property in any manner whatsoever for any purpose.
- 19. The owner shall not include in any activities which may be detrimental to the development of the said property and / or which may effect the mutual interest of the parties. The owner shall provide all co-operation that may be necessary for successful completion of the project.
- 20. The owner is fully and sufficiently entitled into this agreement. The representations of the Owner mentioned hereinabove are hereafter collectively called the "SAID REPRESENTATIONS" and the Owner confirmed that the Said Representations are true and correct after satisfying and Relying on the Said Representations and/or the title of the owner the developer has agreed to develop the premises, and to complete the project, and do the works as and on the terms mention hereunder.



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21. That the flats & car parking space will be specifically demarcated mutually after getting sanction plan and by executing seperate supplimentory agreement.

# THE DEVELOPER ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS: -

- The Developer has vast experience sufficient infrastructure and sufficient money and enough competence to complete the building as per terms of this agreement within the stipulated period.
- 2) The Developer after verification of the title deeds & documents relate thereto is fully satisfied with regard to the owner title of the premises according to documents submitted to him for verification and representations made by the owner.
- 3) In case there is any damage to the building or unforeseen situation happens to any workman, labourers in course of construction, the Developer will be personally liable for the same and shall indemnify the owner from all casts consequences and damage arising thereof.
- 4) The land owner will not be liable for any act deeds and things on the part of the Developer regarding construction & development of the property.
- 5) All costs, charges and expenses for preparation of the Map



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or Plan to be sanctioned by the competent authority in the name of owner and construction of the multi - storied building and/or development of the premises, save as otherwise mentioned herein, shall be borne and paid by the developer, exclusively.

- The developer shall be at liberty to do all works as be required for the project and to utilize the existing water and electricity connections in the premises at their own costs and expenses. The Developer shall have the right to obtain temporary connection of utilities for the project and the owner shall sign and execute all papers and documents thereafter.
- 7) That the plans of the said building which includes the drawings, designs, elevations and specifications as are prepared by the Architects, including variations / modifications there in and duly sanctioned by the Burdwan Municipality.
- 8) The owner shall be entitled to periodically supervise the progress of construction of the said Multi-Storied Building over the property.
- 9) All applications, necessary permission certificate from all appropriate authority, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate

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authorities shall be prepared and submitted by the developer on behalf of owner at the developer's costs and expenses and the Developer shall pay charges and bear all fees including Architects fees (Soil testing), plan sanction fee charge, etc. required to be paid or deposited for exploitation of the said property.

- shall from time to time submit all further plans and/or application and other documents and papers with the consent of the Architect and do all further acts. Deeds and things may be required or otherwise relevant for the purpose and/or otherwise to obtain all such clearance, sanction, permissions and/or authorities as shall be necessary for the construction of the building expeditiously and without delay.
- 11) That the Developer has every right to modify or alter the building plan and also have right to submit Supplementary Building Plan for the purpose of completion of construction of the Multi Storied Building over the schedule property mentioned hereunder and if in any case any consent in writing or signature of the owner is required for the said purpose the owners shall sign the same and also shall cooperate in all matters in respect of getting supplementary sanction of Building Plan.

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# CONSIDERATION / COMPLETION

In consideration of the owner having agreed to permit the Developer to exploit the said property for multi-storied residential purposes and to construct, erect and build a new building in accordance with the plan to be sanctioned by the Burdwan Municipality in the name of the owner and in accordance with the specification and materials description of which are stated in details in "Third" schedule below. The materials to be used are standard materials for all construction.

The entire cost of construction of the building or whatsoever nature shall be borne by the Developer such costs shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining other permissions and approvals. The owner shall not be required to contribute any amount in that regard.

The Developer shall submit and obtain plan for sanction to the competent authority and shall commence construction after obtaining sanction from the authority concerned. Except un avoiding circumstances the Developer shall complete the construction within 36 months from the date of sanction plan sanctioned by the competent authority and after completion of

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the building the Developer at the first instance shall hand over the Owner's 45% allocation in the proposed multi-storied building.

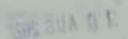
# OCCUPANT

All the areas are to be vacated by the owners in all respect and cost and expenses for vacating the premises at 1st schedule property shall be borne by the developer himself and give permission to the Developer for the purpose of construction after getting sanction plan from the competent authority.

# POSSESSION

- 1) The owner shall give free peaceful unencumbered possession of the aforesaid premises to the Developer after getting sanctioned building plan from the competent authority enabling the Developer to survey the entire premises and for making soil testing and preparation of the proposed building plan and for constructing proposed Multi Storied Building on the said plot of land.
- 2) After getting / obtaining valid sactioned building plan from the competent authority, the owners shall put the Developer in the exclusive possession to the said property as agreed upon.
- 3) That the Developer shall be entitled to collect and realize consideration money for and on behalf of the owner from the intending purchasers for flats/units/car parking

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spaces, price of the undivided proportionate and importable share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common area.

- 4) That the Developer shall be entitled to collect the price of the undivided proportionate and importable share or interest in the said land and cost of construction so far it relates to his/their allocation.
- Developer has given notice to this effect to the flat owners and said building shall be deemed to be completed in all regards on receipt of possession by each owners of the flats/ units/car parking spaces. The completion certificate will be provided to the land owner and as aslo to all the intending purchaser in the property as mentioned in the schedule herein below before doing mutation.
- 6) That the said proposed Multi-Storied Building shall be used for residential purposes as decided by the owner and the Developer.

# DEVELOPER'S OBLIGATION

# The Developer here by agree and covenant with the Owner:

 The Developer shall complete the construction of the proposed building maintaining current rules amended by

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the competent authority.

- The Developer do not violate and / or contravene any at the provisions of current amended building rules during construction of the building.
- The Developer shall not make any deviation of sanctioned plan of the construction of the said building on the said holding over the First schedule property without consent of the Owner.
- 4. The Developer shall pay and bear all rates and taxes, electric charges for the property from the date of taking handover possession thereof for commencement of the project works till the date of final allocation to the respective flat owners.
- The Developer shall not be entitled to transfer alienate or assign this argeement to any other person or persons for completion of constructions of this agreement and without any consent of the Owner.
- 6. That before execution of the sale deed/s, the draft of the same should be approved by the Owner and the Owner should be make party to convey the proportionate land of the respective flats of the Developer's Allocation.
- The Developer shall complete the building within 36 months from the date of sanction plan sanctioned by the competent authority.



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8. The Developer hereby agrees and covenants with the Owners not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project. The Owner undertakes to act in good faith towards the Developer (and any appointed and / or designated representative) so that the project can be successfully completed.

#### OWNERS OBLIGATION

- The Owner hereby agree and covenant with the Developer not to cause any interference or hindrance during the construction of the building of the said property by the Developer.
- The Owner hereby agree and covenant with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling, assigning and / or disposing of any portion or portions of the Developer allocation portion in the building of the said property same and except the right of land.
- 3. The Owner hereby agree and covenant with the Developer not to let out grant, lease, mortgage and / or charges the allocation portion of the Developer in super built up construction but shall have all right to let out grant lease, mortgage and / or charges their each allocated portion to any person / persons, company / companies save and



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except the Owner's allocation.

- 4. The Owner shall sign and execute necessary application paper, documents and do all acts, deeds and things as may be required in order to legally and effectively vest on the Developer or its nominees in the said land for the purpose of constructing the project.
- 5. The Owner hereby further agree and undertake not to do any act deed or things whereby the Developer may be prevented from construction of the proposed building and completing the same subject to the provision of clauses mentioned therein.
- 6. That during continuance of this agreement the Owner undertake to provide all sorts of help and need in favour of the Developer in smooth construction of flats and Owner under the obligations shall sign on the requisite papers and / or document according to the Developer requirement.
- The Owner shall execute supplementary agreement with the Developer for any further amendment, alterations or modifications, which are not possible to be stated at present.
- 8. The Owner shall also execute Power of Attorney to empower the Developer to negotiate for sale of the proposed flats / units / car parkings and other units at the best price available allotted in favour of the Developer and to enter

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into an agreement for sale with the intending purchasers in the prescribed form and to execute the Sale Deed except the Owner's Allocation in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owner and to do all things, act deeds necessary to complete the registration of such documents before registering authority.

9. The Owner shall also execute Power of Attorney to empower the Developer to get an association of the flat purchasers in the said new building registered under the Societies Registration Act. or any other acts and for that purpose to get necessary forms applications signed by all the purchasers of flats and other premises and to file the same with the registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate and to engage any Advocate or Solicitor for the purpose of taking advice and for preparation and execution of documents required to be executed and to pay their fees.

# 10. No obstruction in dealing with Developer's Function :

The Owners covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging

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its function under this agreement.

## 11. No obstruction in construction :

The owner covenants not to cause any interference or hindrance in the construction of the new building.

## 12. No dealing with said property :

The Owner covenants not to let out grant lease, mortgage and / or change the said property or any portion there of same in the manner envisaged by this agreement.

- 13. That if and when the competent authority permits to extend any further floor over the existing multi-storied building, the ratio of the allocation of the Owner and the developer will be the same as on this day and the Owner will only be entitled to get their share either by flat area of the extended portion over the existing building or by the then market value for their allocation by executing a separate supplementary agreement.
- 14. The Owner will personally bear all costs relating to the ownership of their First schedule property and if any dispute arise regarding their ownership of the property at that time the Owner will bear all costs of the suit / case.

#### INDEMNITY

 The Owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy their

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allocated portion without any interference, hindrance and / or disturbance provided the Developer job performance and fulfill and all singular the term and condition herein contained and / or its part to be observed and performed.

2. The Owner will get undivided 45% of the F.A.R. area of the total constructed portion of the proposed multi-storied building plan issued by competent authority and the undivided 45% car parking area on the Ground Floor of the proposed multi-storied building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts and facilities with sufficient modern fittings & fixtures and the Developer will get undivided 55% of the F.A.R. Area of the total constructed portion of the proposed multi-storied building as per sanctioned building plan issued by competent authority and the undivided 55% car parking area on the Ground Floor of the proposed multi-storied building over the schedule mentioned property TOGETHER WITH undivided proportionate share in land and common parts of facilities with sufficient modern fittings & fixtures. That if and when the local authority permits to extend any further floor over the existing multi-storied building, the ratio of the allocation of the Owner and the Developer will be same as on this day and the Owner will only be entitled to get his share either

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by F.A.R. of the extended portion over the existing building or by the then marketable value for his allocation by execution of a separate supplementory agreement.

- 3. The stamp duty registration charges and other expenses in connection with the preparation and execution of the deeds of conveyance and / or other documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees likewise the stamp duty registration charges and expenses in connection with the execution of the Deed of Conveyance and other documents relating to Owner's Allocation will be borne by the Owners or their nominee or nominees.
- The Stamp duty, registration charges and expenses in connection with the preparation and execution of this Deed of Agreement and Power of Attorney shall be entirely borne by the developer or its nominees.
- 5. The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liablity (whether criminal or civil) suffered by the Owner in relation to the construction of the project and including any act of neglect or default of the Developer's consultants, employees and/or the Transferces and any breach resulting in any successful claim by any third party or violation of any permission,

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rules regulations or bye-laws or arising out of any accident or otherwise.

6. The Owners hereby indemnified and agrees to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liablity (whether criminal or civil) suffered by Developer in the course of implementing the project or any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.

#### DELIVERY OF POSSESSION

The Developer here by agrees to deliver possession of the owner's allocation after completing the building in all respect within 30 months from the date of sanction plan sanctioned by the competent authority. The Developer shall not incur any liability for any delay in the delivery at possession by reason of Civil Commotion or for any Act of God / Natural Calamities or health issues occurs in the interim period or due to any injunction of prohibitory of any Court or any matter relating to construction of the Building in any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 06 months from the date of withdrawal of restriction order for delivery of the said owner's allocation or as the case may be.

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2) That the owner shall execute deed/deeds in respect of the undivided share of interest on the land of such part or parts as shall be required by the Developer in favour of the Developer or its prospective Buyer/s as nominated by the Developer, which shall stand reduced proportionately in the event of further floors being sanctioned by the Competent Authority.

### : TERMINATION OF AGREEMENT :

If the title of the said properties found to be false / lied on property documents which makes encumbered, not marketable and bankable resulting in non execution of the project then in such circumstances the owners shall be liable to refund the adjustable and refundable security deposit related to the said project to the developer, within 90 days from the date of notice of refund alongwith interest & documentary proof in support of alleged defect and / or alleged encumbered status of the owners title in the said property. In case the other party fails to complete the project in that event the amount paid by the other party to be forfeited. If both the parties, fail to comply the terms and conditions of this agreement in that event, agreement to be terminated upon notice.

## FORCE MAJEURE

 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any Force



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Majeure and this contract shall remain suspended during the duration of such Majeure, if any.

2) Force Majeure shall mean, floods, earth quake, riot, war, storm, fire, tempest, civil commotion, strikes, lock out and or any other act or commission beyond the control or the parties hereto.

## ARCHITECTS

- That for the purpose of the Developer of the said property the Developer shall alone be responsible to appoint Architects for the said building and the certificate given by the Architects regarding the materials to be used of construction erection and completion of the new building and also specification for the purpose of construction and/ or workmanship and completion of the building shall be final, conclusive and binding on the parties.
- 2) The decisions of the Architect regarding the quality of the materials and also specification of the purpose of construction will be final, conclusive and binding on the parties.

#### MAINTENANCE

 The Developer's Private Ltd. Com. shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property from the date of handing over possession by the Owner till the Owners' Allocation is

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handed over after completing the building in all respect.

- 2. The Owner and the Developer's Private Ltd. Company from the date of delivery of possession of the Owners' Allocation, maintain his portion at his own costs in good repair and habitable condition and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common areas.
- 3. That after the said building is completed and after obtaining completion certificate and the Owners' Allocation is delivered, the Private Ltd. Company will form an Association with the Owner and Occupants of the various flats and frame such Rules and Regulations as the Developer shall think fit and proper for the maintenance of the said building and the owner shall be liable to make payment proportionate share of the maintenance charges payable in respect thereof.
- 4. That until such Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the Common Service subject however to the owner making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof.

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## BREACH AND CONSEQUENCE

- In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the otherhand if the Owners fail to remove the encumbrances regarding the schedule property, the Owners will solely be responsible & liable for all financial loss & injury of the Developer.
- In case the Developer fails to deliver possession of the proposed construction within the Stipulated period mentioned herein above.
- If the Developer fails to carry-on the proposed work within the stipulated period, except by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building, the Owners shall be entitled to presume that the Developer is unwilling/unable to implement the construction project and shall be entitled to terminate this Agreement by a written notice to the Developer.



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- 4) In the event of either party of this agreement committing breach of any obligations under this agreement, the aggrieved party shall be entitled to specific performance and also to recover damages or compensations to make good the loss sustained by the aggrieved party on account of such breach from the party committing the breach lawfully.
- 5) It is clarified that in case the owner fail to meet any obligation /responsibility, the developer will have the option to terminate this Agreement and receive simultaneous refund of the sum paid by the developer and all costs incurred hereunder by the developer.

#### Essence of Contract:

In addition of time the owner and the Developer expressly agreed that the mutual covenants and promises contained in this Agreement shall be the Essence of Contract.

#### PAPER AND DOCUMENTS

The owner shall hand over the Xerox copy of all the documents, settlement records, chain of title deeds regarding the plot of land, upto date Municipality Tax Receipt, land revenue receipts and other relevant documents as required to the Developer at the time of execution of this Present Agreement, the owner shall hand over the original documents relating of the "First" schedule mentioned plot of land upon obtaining proper receipts.



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## SPACE ALLOCATION

- That the Owners will get undivided 45% of the F.A.R. Area 1) of the total constructed portion of the proposed multi-storied residential building as per sanctioned building plan issued by competent authority and the undivided 45% Car Parking Area on the Ground Floor of the proposed multi-storied residential building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures AND the Developer will get undivided 55% of the F.A.R. Area of the total constructed portion of the proposed multi-storied residential building as per sanctioned building plan issued by competent authority and the undivided 55% Car Parking Area on the Ground Floor of the proposed multi-storied residential building over the First schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures. The allocation will be specifically determined as per choice of the Owners either by Flats & car Parking spaces by executing separate supplementary agreement.
- 2) The Owner and the Developer's Private Ltd. Com. shall be entitled to deal with sale, transfer, grant lease and/or in any way dispose of their respective allotments and to receive.

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- realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.
- That if and when the local authority permits to extend any further floor over the existing Multi- Storied Building, the ratio of the allocation of the owner and the Developer will be same as on this day and the owner will only be entitled to get their share either by F.A.R. of the extended portion over the existing building or by the then market value for their allocation by executing a separate supplementary Agreement.

#### ARBITRATION

In case of any dispute and difference or question arisen between the parties here to with regard to this agreement, the same shall be referred to the Arbitration under the provision of Indian Arbitration and Reconciliation Act and/or any other statutory modification and /or enactment if the disputes are not solved mutually.

## JURISDICTION

Appropriate Court at Burdwan, District Purba Bardhaman shall have the territorial Jurisdiction to try and entertain all disputes and actions, suit and proceedings arising out of this Agreement.



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## FIRST SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF THE SAID LAND)

ALL THAT the piece and parcel of land situated at Mouza-Sankharipukur, J.L No. 38, appertaining to (1) R.S Khatian No. 81/ 85, under R.S Plot No. 173, corresponding to L.R. Plot No. 384, under L.R Khatian No. 421/2, Class: Viti, measuring an area 0.11 acre or 11 decimals, (2) R.S Khatian No. 89, under R.S Plot No. 174, corresponding to L.R. Plot No. 385 under L.R Khatian No. 421/2, Class: Viti, measuring an area 0.08 acre or 8 decimals, (3) R.S. Khatian No. 90, under R.S. Plot No. 174/527, corresponding to L.R. Plot No. 383, under L.R. Khatian No. 421/2, Class: Viti, measuring an area 0.07 acre or 7 decimals, in total measuring an area of landed property 0.26 acre, with old structure standing thereon, within Ward No. - 15, Mahalla - Shankaripukur, Sadarghat Road, Holding No. 103, under Burdwan Municipality, P.S.- Burdwan Sadar & District -Purba Bardhaman, which is morefully described in the schedule herein below and he is also muted his name in the office at Burdwan Municipality of Sankharipukur, P.O. Sripally, P.S. Burdwan Sadar in the District of Purba Bardhaman, PIN - 713103.

## The property is butted and bounded as follows:

On the North : Rashbehari Bose Road

On the South : House of Profullo Mondal & Ors.

On the East : House of Late Amiya Batabyal

On the West : Chayachabi Abasan



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#### SECOND SCHEDULE ABOVE REFERRED TO

## (Common Areas, Facilities and Amenities)

- 1) Open path and passages surrounding the building.
- Space for water pump with motor and under ground water reservoir and/or over RCC tank on the roof.
- Staircase leading from the ground floor to the roof of the building and landings of the staircase.
- 4) Common user of roof.
- 5) Passage for entrance
- Drains, Sewers and Pipes from the building to the Municipal ducts.
- Water pump with motor and water distribution pipes.
- Electrical wiring, fittings and other accessories for lighting for the staircase and other common area.
- Common electric meter and meter spaces
- 10) Common user of the main entrance gate of the building
- 11) Compound walls of the building
- 12) Septic Tank
- 13) Lift

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## THIRD SCHEDULE ABOVE REFERRED TO

(Details specification of construction of Flats)

Foundation

: RCC Foundation and framed structures for ground plus all floors with quality materials.

Walls

 All external walls will be of 250 mm and the internal walls will be of 125 mm.

Floors

 All flooring shall be completed with marble.

Skirting

: 150 mm skirting

Plaster

: Cement plaster to be done by medium course sand and for outer wall and inner wall ratio of cement and sand will be of 1:5 and for ceiling plaster will be of 1:4; the out side and inside walls of the entire building will have 20 mm (average) thick plaster and ceiling and other concrete surface will have 15 mm (average) thick plaster.

Frames

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: All the frames will be of Shal Wood



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Door

Windows

Painting

Kitchen

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except toilet block / bathroom.

- : All doors are provided by good quality commercial flush door and toilet block / bathrooms door will be provided by PVC door including PVC Frames and all doors will provided with locking arrangement.
- : All windows are three way/two way Aluminium channel with Glocking system.
- : All the internal wall surfaces and the ceilling will be finished with putty. The external wall surfaces will be finished with snowcem or equivalant cement based paint. All the wooden surfaces and the steel surfaces will be finished with priming coat.
- : Granite finished cooking platform and steel sink alongwith glazed tiles upto 900 mm height above the kitchen platform and marble flooring and also one point Bib Cock will be provided in the

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kitchen.

Toilet

: Each toilet will be provided white porcelain Western Commode with cistern alongwith two water tap, one shower and tiles fittings in the wall and marble flooring at the bathroom.

Sanitary Plumbing

: Standard sanitary fittings and fixture including PVC Pipes will be provided.

Water supply

: Water will be provided in each floor of the said building through supply line from overhead / under ground tank / reserviour by Submersible Pump (2 Nos.).

Hardware fitting & fixtures: All the hardware fittings will be of aluminium/steel. The internal doors will have all the necessary locking arrangements like hatch bolts, rings etc. complete. Door buffers will be fixed in every door.



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#### **ELECTRIFICATION:**

All the internal and outside main line wiring shall be concealed and shall be of good quality copper wires with PVC concealed and all the switches will be of good quality.

## Each Flat will have the following Electrical Point:

Each Bed Room : Three light points, one plug point, one

Fan point and one Bed - Switch point.

Living-Cum-Dining Room: Three light points, one Dining space

Fan point, one plug point, one TV point.

Kitchen : One light point, one Power point, one

Exhaust Fan point.

Toilet 1 : One light point, one Exhaust Fan point.

Toilet 2 : One light point, one Exhaust Fan point.

Balcony : One light point

DES TUR DE

Dining : One Basin

Balcony : Balcony will be finished as 800 mm

Brick work at out side and over then

the Steel or Grill work will be done.

Extra Work : Any Extra work other than our standard

schedule shall be charged extra.



Add/Uonel District Sub-Registrar

B U R D W A M

? 0 AUG 2022

Page No.: 56

IN WITNESS WHERE OF the parties hereto have here unto set and subscribed their respective hands and seals to these presents on the day, month and year first above written.

## WITNESS:

1. Proces Dutton Shular Dutton Horon Sopon Burgan

Dekkninger Bans

SIGNATURE OF THE OWNERS

2. Subhamer Bhallacherera, Slo-uder No. Breetecherera, orgram, Burdwan, 713168

Bardhaman S S Construction Private Limited
Susanta Cahosh

Director

SIGNATURE OF THE DEVELOPER

Drafted by me & typed in my office : -

Sanchita Choudhury

Advacate Eurolment No. F/1053/849/2012

Computerised typed by : -

Bardinanan S S Construction Private Limited

Director



4

Additional District Sub-Registrar

1 0 AUG 2022





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Susanta Ghosh SIGNATURE

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Additional District Sub-Registras

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Revenue Offices

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# সন্ধিমবস সরকার সমষ্টি ভূমি ও ভূমি সংখ্যার তার্থিকারিকের করণ –মাধের তথ্য-



কেলা- পূৰ্ব ব নেজো- শাঁখাটি নাম নং- ৫৮০ সাবেক দাগ ন	াণুকুর !		স্তক - বর্ধমা ডে.এল.মং- প্রেলী- ডিটি	0.59	খানা- বর্জ জমির পরিমা	(०२० <u>५०</u> मान म( <u>१</u> ) - ०.०५०
পতিয়ান নং	রেণী	অংশ	অংশ শরিমাণ(এ)	রায়ডের/দেঘীর বি	विदत्तन	भएक
925/2	Refit	3,0000	0.010	দেব কুমার দাঁ পিতা-প্রানকৃষ্ণ সাং-শাঘারীপুকুর		
726B	क्र	5.0000	0,500	রিফিউজি রিশিফ পিতা মাং-নিজ	ভিশটিমেন্ট	
						বিদ্যালয় এলং শাখানীপুকুন প্রাইমানী
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			Ь			

# গশ্চিমবাস সরকরে সমষ্টি ভূমি ও ভূমি সংস্থার আধিকারিকের করণ



[4006050]

-দাগের ভগা-

জেলা- পূর্ব বর্ধমাল মৌজা- শাঁথারিপুকুর त्रव- वर्धमान-১

थाना- वर्फमान

मात्र मा- ०৮०

জে.এব.নং- ০০৮ শ্রেণী- ভিটি

लमित प्रतिमार्ग (७) - ०.०५०

সাবেক দাগ লং- ১৭৪/৫২৭

থতিয়ান নং	(শ্ৰনী	ত্রংশ	অংশ শরিমাণ(এ)	রায়ভের/দেশীর বিবরণ	মন্তব্য
825/2	ভিটি	3,0000	0,090	দেব কুমার দাঁ	
				পিতা-প্ৰানকৃষ	
				সাং-শাখারীপুকুর	
		-			
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# পশ্চিমবঙ্গ সরকার সমষ্টি ভূমি ও ভূমি সংস্থার আধিকারিকের করণ



-দাগের তথ্য-

জেলা- পূৰ্ব ব মৌজা- শাঁখা দাগ লং- ৩৮ সাবেক দাগ	রপুকুর 8		রক – বর্থমা (জ.এল.নং – প্রেণী– ভিটি	000		द्धभान मान ( ३ ) -	0,550	[0202009]
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# দক্ষিমবঙ্গ সরকার সমষ্টি ভূমি ও ভূমি সংস্কার অধিকারিকের করণ



-দাগের তথা-

[0202006] तक- वर्धमान-5 জেলা- পূর্ব বর্ধমান খালা- বৰ্দ্ধদাৰ জে.এল.লং- ০৩৮ যৌজা- শাখারিপুকুর জমির পরিমাণ(এ)- ০.০৭০ থেশী- ভিটি দাগ নং- ০৮০ সাবেক দাগ নং- ১৭৪/৫২৭ রায়াভর/লেসীর বিবরন मगुका তাংশ দরিমাণ(এ) ভাগে খতিয়াল লং (শ্ৰেণী দেব কুমার দাঁ 0,090 166 5,0000 833/2 পিজা-প্রানক্ষ দাং-শাখারীপুকুর 3,0000 0.09

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Income Tax PAN Services Unit, UTISE.
Pht MC 3, Sector 11, CRD Heispur,
Novi Mumbai - 400 614.

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Susanta Ghosh

आयकर विभाग INCOMETAX DEPARTMENT



मारत सरकार GOVT OF INDIA

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SARCHARAM SIS CONSTRUCTION PRIVATE LIMITED



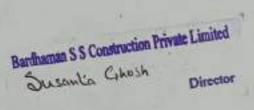
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Enough The PAN Services Unit, NSDL 5th Floor, Master Durling, Plat No. 381, Survey No. 3018, Model Chilayy, New Deep Bungalow Chows, Pane 481 Q18;

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

**GRN Details** 

GRN:

192022230094356571

GRN Date:

09/08/2022 09:23:02

BRN:

Payment Status:

324568172

Successful

Payment Mode:

Online Payment

Bank/Gateway:

AXIS Bank

BRN Date:

09/08/2022 09:24:03

Payment Ref. No:

2002257534/5/2022

[Query No.\*/Query Year]

### Depositor Details

Depositor's Name:

susanta ghosh

Address:

kalibazar

Mobile:

9477235297

Depositor Status:

Buyer/Claimants

Query No:

2002257534

Applicant's Name:

Mr SANCHITA CHOUDHERY

Identification No:

2002257534/5/2022

Remarks:

Sale, Development Agreement or Construction agreement

### Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
-1	2002257534/5/2022	Property Registration-Stamp duty	0030-02-103-003-02	35010
2	2002257534/5/2022	Property Registration-Registration Fees	0030-03-104-001-16	14
	- 28	( NO. )		

Total

35024

IN WORDS:

THIRTY FIVE THOUSAND TWENTY FOUR ONLY.

# Major Information of the Deed

Deed No :	1-0203-08459/2022	Date of Registration	10/08/2022		
Query No / Year	0203-2002257534/2022	Office where deed is registered			
Query Date	25/07/2022 12:58:53 PM	A.D.S.R. Bardhaman, D.	histrict: Purba Bardhaman		
Applicant Name, Address & Other Details	SANCHITA CHOUDHURY BURDWAN COURT, Thana: Ban District: Purba Bardhaman, WE Advocate	dhaman ST BENGAL, Mobile No. : 947	77235297, Status		
Transaction		Additional Transaction			
[0110] Sale, Development A	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration 1]			
Set Forth value		Market Value			
Rs. 3/-		Rs. 2,97,81,811/-			
Stampduty Paid(SD)	Market Mills William	Registration Fee Paid			
Rs. 40,010/- (Article:48(g))		Rs. 14/- (Article.E, E)			
Remarks	Received Rs. 50/- ( FIFTY only area)	) from the applicant for issuing	the assement slip (Urban		

### Land Details:

District: Purba Bardhaman, P.S.- Barddhaman, Municipality, BURDWAN, Road: Rashbehari Basu Sadar Ghat Rd, Mouza: Sankharipukur, , Ward No: 15 Jl No: 38, Pin Code : 713103

Sch	Plot Number	Khatian	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
-	RS-173	RS-81	Bastu	Bhiti	11 Dec	1/-	1,25,99,997/-	Width of Approach Road 35 Ft., Adjacent to Metal Road,
L2	RS-174	RS-89	Bastu	Bhiti	8 Dec	1.	91,63,634/-	Width of Approach Road 35 Ft., Adjacent to Metal Road,
L3 RS-	RS-174/527	RS-90	Bastu	Bhiti	7 Dec	1/-	80,18,180/-	Width of Approach Road 35 Ft., Adjacent to Metal Road,
		TOTAL :			26Dec	3/-	297,81,811/-	
	Grand	Total:			26Dec	3/-	297,81,811/-	

### Land Lord Details:

i	Name	Photo	Finger Print	Signature
	Mr DEB KUMAR DAN (Presentant) Son of Late PRAN KRISNA DAN Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office			aebywhar aang
		10/08/2022	10/08/2022	10/06/2522

District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx3A, Aadhaar No Not Provided by UIDAI, Status: Individual, Executed by: Self, Date of Execution: 10/08/2022, Place: Office

## Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
1	BARDHAMAN S S CONSTRUCTION PRIVATE LIMITED  KALI BAZAR, City: Burdwan, P.O BURDWAN, P.SBardhaman  District-Purba Bardhaman, West Bengal, India, PIN: - 713101, PAN No.:: AAxxxxxx7A, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

## Representative Details:

No	Name,Address,Photo,Finger	print and Signatu	re		
1	Name	Photo	Finger Print	Signature	
	Mr SUSANTA GHOSH Son of Mr RAMPADA GHOSH Date of Execution - 10/08/2022, Admitted by: Self, Date of Admission: 10/08/2022, Place of Admission of Execution: Office			Swarlin Glass	
		Aug 10 2022 12:20PM	LTI 16/06/2022	16/08/2022	
	KALI BAZAR, City:- Burdwan, , District:-Purba Bardhaman, \ Occupation: Business, Citizer Status Representative, Repr (as DIRECTOR)	Nest Bengal, Ind of: India, , PAN	ia, PIN:- 713101, 3 No.:: AGxxxxxx3B	n Sex: Male, By Caste: Hindu, i,Aadhaar No Not Provided by UIDAI CONSTRUCTION PRIVATE LIMITED	

## Identifier Details :

∤!ame	Photo	Finger Print	Signature
Mr PIJUS DUTTA Son of Mr. UDAY DUTTA KORUI, City:-, P.OSADDYA, P.S Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713407	6		Prisins Dulto
	10/08/2022	10/08/2022	10/08/2022

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Mr DEB KUMAR DAN	BARDHAMAN S S CONSTRUCTION PRIVATE LIMITED-11 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Mr DEB KUMAR DAN	BARDHAMAN S S CONSTRUCTION PRIVATE LIMITED-8 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	Mr DEB KUMAR DAN	BARDHAMAN S S CONSTRUCTION PRIVATE LIMITED-7 Dec

#### Endorsement For Deed Number: 1 - 020308459 / 2022

#### on 10-08-2022

## Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

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

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

Presented for registration at 11:25 hrs on 10-08-2022, at the Office of the A.D.S.R. Bardhaman by Mr. DEB KUMAR DAN, Executant

### 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 2,97,81,811/-

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

Execution is admitted on 10/08/2022 by Mr DEB KUMAR DAN, Son of Late PRAN KRISNA DAN, SANKARIPUKUR SADARGHAT ROAD, P.O. SRIPALLY, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713103, by caste Hindu, by Profession Business

Indetified by Mr PIJUS DUTTA, , , Son of Mr UDAY DUTTA, KORUI, P.O. SADDYA, Thana: Bardhaman , Purba Bardhaman, WEST BENGAL, India, PIN - 713407, by caste Hindu, by profession Business

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

Execution is admitted on 10-08-2022 by Mr SUSANTA GHOSH, DIRECTOR, BARDHAMAN S S CONSTRUCTION PRIVATE LIMITED (Others), KALI BAZAR, City.- Burdwan, P.O.- BURDWAN, P.S.-Bardhaman, District.-Purba Bardhaman, West Bengal, India, PIN.- 713101

Indetified by Mr PIJUS DUTTA, . , Son of Mr UDAY DUTTA, KORUI, P.O. SADDYA, Thana: Bardhaman , Purba Bardhaman, WEST BENGAL, India, PIN - 713407, by caste Hindu, by profession Business

#### 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 09/08/2022 9:24AM with Govt. Ref. No. 192022230094356571 on 09-08-2022, Amount Rs. 14/-, Bank. AXIS Bank (UTIB0000005), Ref. No. 324568172 on 09-08-2022, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,010/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 35,010/-

Description of Stamp

 Stamp Type Impressed, Serial no 1730, Amount: Rs.5,000/-, Date of Purchase: 08/08/2022, Vendor name: B Hazra-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/08/2022 9:24AM with Govt. Ref. No: 192022230094356571 on 09-08-2022, Amount Rs: 35,010/-, Bank AXIS Bank (UTIB00000005), Ref. No. 324568172 on 09-08-2022, Head of Account 0030-02-103-003-02

Syn

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2022, Page from 212452 to 212520 being No 020308459 for the year 2022.



Digitally signed by Sanjit Sardar Date: 2022.08.18 17:03:44 +05:30 Reason: Digital Signing of Deed.

Son.

(Sanjit Sardar) 2022/08/18 05:03:44 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman West Bengal.

(This document is digitally signed.)