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District Sub-Registrar-II
Purba Bardhaman

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DEVICLOPMENT AGREEMENT

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this the 14th day of September in the year Christ

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BETWEEN

- 1. SUBHAS DUTTA, PAN NO ADTPD1962C, S/O Late Umesh Chandra Dutta, by Faith Hindu, by Nationality Indian, by Occupation-Business, residing at 2 No Shanakari Pukur Road Shree Pally Burdwan, Bardhaman, P.O.- Sripally, P.S.-Bardhaman, Dist.-Purba Bardhaman, Pin 713103.
- SANJOY KUMAR DUTTA, PAN NO ACTPD8157G, S/O Late Umesh Chandra Dutta, by Faith Hindu, by Nationality- Indian, Occupation - Business, residing at Parbirhata, Sadar Gaht Road, Bardhaman, P.O.-Sripally P.S. - Bardhaman, Dist. - Purba Bardhaman, Pin-713103.
- 3. SWAPAN KUMAR DUTTA @SWAPAN DUTTA, PAN NO-ACQPD5318J, S/O Late Umesh Chandra Dutta, by Faith Hindu, by Nationality- Indian, Occupation Business, residing at Parbirhata ,Sadar Gaht Road, Bardhaman, P.O.- Sripally P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103.
- 4. SAIKAT DUTTA, PAN NO-AUBPD4382R, S/O Late Gouranga Chandra Dutta, by Faith Hindu, by Nationality- Indian, , Occupation Business ,residing at Parbirhata ,Sadar Gaht Road, Bardhaman, P.O.-Sripally P.S. Bardhaman, Dist.- Purba Bardhaman, Pin-713103.

Hereinafter called the LAND OWNERS (which expression unless excluded by or repugnant to the context shall include their respective legal heirs, executors, administrators, successors, legal representatives and assigns) of the <u>ONE PART</u>.

AND

"BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED" (PAN-AALCB5831C), having its Regd. Office at 7, Yasin Cont...

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Purba Bardhaman

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road. Parkas Road, P.O. & P.S.- Burdwan, Dist - Purba Bardhaman, Pin-713101, West Bengal, represented by Directors 1. Md. Yeas Arun Mondal, (PAN-AKZPM4620R), S/o- Lt. Joyanal Mondal, by Nationality Indian, by caste Muslim, occupation Business, resident of Chaugharia, Khalishpur P.S.-Memari, Dist- Purba Bardhaman, Pin-713422, West Bengal, 2. FARIDA PARVEEN, (PAN-ALXPP9335K), W/O - Sufi Md. Abdul Monem, by Nationality Indian, by caste Muslim, occupation - Business, resident of Md. Yasin Road, P.O. & P.S.- Burdwan, Dist - Purba Bardhaman, Pin- 713101, West Bengal, 3. TANJIM HOQUE, (PAN-BGLPH4903B), S/o Nazmul Haque, by Nationality Indian, by caste Muslim, occupation Business, resident of Paraj, P.O. - Paraj, P.S. -- Galsi, Dist. - Purba Bardhaman, Pin - 713403, West Bengal, hereinafter shall be called and referred to as the 'DEVELOPER / BUILDER' (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include executors, successors/ successors-in-office, administrators, legal representatives, nominees, and/or assigns) as the party of the OTHER PART.

WHEREAS the Bindu Sasini Devi wife of Aswani Kumar Bhattyacharya owned all the piece & parcel of the land comprising to R.S Khatian no 217, R.S plot no 59,60/602, L.R. Khatian No. 284,969,1045,1063, L.R. Plot No. 121 at Mouja Sankharipukur, Class Bastu, J.L No. 38, P.S. - Bardhaman, Dist. Purba Bardhaman, area 8 decimal little more or less (hereinafter referred to as the said Property) from Gopal Chandra Mallick by way of indenture of permanent, Heritable & registered before the District Sub Registrar Burdwan, which are more fully stated here under as Schedule, and as such lawfully seized and possessed the property and has been enjoying the same peacefully without any



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District Sub-Registrar-II Purba Bardhaman

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interruption or litigation and fully enjoying the property with free from all encumbrances by recording her name in the record of right and paying all the taxes regularly before the concerned authority from time to time within the local limits of Burdwan Municipality, ward No. 35, Mohalla – Par Birhata, Holding No. 83.

AND WHEREAS while enjoying the said land, Bindu Basani Devi executed a Deed of sale being No. 4047 for the year 1979 register before the D.S.R. Burdwan, in favour of 1. Subhas Dutta, 2. Sanjoy Kumar Dutta, 3. Swapan Kumar Dutta @ Swapan Dutta, 4. Gouranga Chandra Dutta, transferring all that piece & parcel of the land comprising to R.S Khatian no 217, R.S plot no 59,60/602, L.R. Khatian No. 284,969,1045,1063, L.R. Bardhaman, Dist. Purba Bardhaman, area 8 decimal little more or less, which are more fully stated here under as Schedule, and as such lawfully peacefully without any interruption or litigation and fully enjoying the record of right and paying all the taxes regularly before the concerned Municipality, ward No. 35, Mohalla – Par Birhata, Holding No. 83.

AND WHEREAS while enjoying the same the said Gouranga Chandra Dutta died intestate leaving behind his two daughters namely Sumana Dutta, Sonali Talukdar and one son Saikat Dutta, as his legal heirs as per Hindu Succession Act.

AND WHEREAS while enjoying the said property jointly Sumona Dutta and Sonali Taludar executed a Deed of gift in favour of Saikat Dutta being Deed No. 6335 for the year 2023 register before the A.D.S.R. Cont...

Burdwan transferring their share of all that piece and percel of land comprising R.S Khatian no 217, R.S plot no 59, 60/602, L.R. Khatian No. 284, 969, 1045, 1063, L.R. Plot No. 121 at Mouja Sankharipukur, Class Bastu, J.L No. 38, P.S. - Bardhaman, Dist. Purba Bardhaman.

AND WHEREAS by this way the One Part/Land Owners herein are jointly lawfully seized and possessed of all that piece and parcel of land comprising to R.S Khatian no 217, R.S plot no 59, 60/602, L.R. Khatian No. 284, 969, 1045, 1063, L.R. Plot No. 121 at Mouja Sankharipukur, Class Bastu, Area – 8 Decimal, J.L No. 38, P.S. - Bardhaman, Dist. - Purba Bardhaman, which are more fully stated here under as Schedule, and as such lawfully seized and possessed the property and has been enjoying the same peacefully without any interruption or litigation and fully enjoying the property with free from all encumbrances by recording their name in the record of right and paying all the taxes regularly before the concerned authority from time to time within the local limits of Burdwan Municipality, ward No. 35, Mohalla – Par Birhata, Holding No. 83.

AND WHEREAS the owners herein are desirous to construct a multistoried building on the said land but due to paucity of fund and / or lack of experience in construction work have approached the Developer herein with a proposal for construction work and have approached the Developer herein with a proposal to construct a multi-storied building on the said land in accordance with the sanctioned plan to be sanctioned by the appropriate authority consisting of several flats and other commercial units.

AND WHEREAS the party of the other part agreed to develop and/or Construct building upon the schedule property below and the parties agreed to bind themselves on some terms and conditions to avoid further difficulties and complications.

AND WHEREAS with view to develop the same, by erecting a Multistoreyed building, 1. SUBHAS DUTTA, S/O Late Umesh Chandra Dutta, by Faith Hindu, by Nationality-Indian, by Occupation-Business, residing at 2 No Shanakari Pukur Road Shree Pally Burdwan, Bardhaman, P.O. -Sripally, P.S.- Bardhaman, Dist. - Purba Bardhaman, Pin - 713103, West Bengal, 2. SANJOY KUMAR DUTTA, S/O Law Umesh Chandra Dutta, by Faith Hindu, by Nationality- Indian, Occupation - Business, residing at Parbirhata ,Sadar Gaht Road, Bardhaman, P.O.- Sripally P.S. - Bardhaman, Dist.-Purba Bardhaman, Pin-713103, West Bengal, 3. SWAPAN KUMAR DUTTA @ SWAPAN DUTTA, S/O Late Umesh Chandra Dutta, by Faith Hindu, by Nationality-Indian, Occupation - Business, residing at Parbirhata ,Sadar Gaht Road, Bardhaman, P.O.- Sripally P.S. - Bardhaman, Dist.-Purba Bardhaman, Pin-713103, West Bengal, 4. SAIKAT DUTTA, S/O Late Gouranga Chandra Dutta, by Faith - Hindu, by Nationality- Indian, Occupation - Business ,residing at Parbirhata ,Sadar Gaht Road, Bardhaman, P.O.- Sripally P.S. - Bardhaman, Dist.- Purba Bardhaman, Pin-713103, West Bengal, (Land Owners) entered into a memorandum of understanding the "BURDHAMAN CONSTRUCTION PRIVATE LIMITED" (PAN-AALCB5831C), having its Regd. Office at 7, Yasin road. Parkas Road, P.O. & P.S.-Burdwan, Dist - Purba Bardhaman, Pin-713101, West Bengal, a Pvt. Ltd. Company Developer herein under Certain terms and condition mentioned therein.

AND WHEREAS having come to learn about the said intention of the land owner herein, the DEVELOPER herein, Burdhaman Dream House Construction Pvt. Ltd. being interested person to develop the said property approached the land owner, and after several discussions held with the Land Owner and the DEVELOPER, has proposed to undertake the Project under certain Terms & Conditions.

AND WHEREAS being satisfied about the offer so made by the DEVELOPER herein and also about its credential, the LAND OWNERS have agreed to develop the said property through the present DEVELOPER herein and has accepted the proposal of the DEVELOPER under certain Terms and Conditions.

AND WHEREAS the aforesaid LAND OWNERS have agreed to appoint and authorize the DEVELOPER for developing the property more fully described in the Schedule, hereunder written by making construction of the proposed multi-storeyed building comprising several Commercial units / flats / parking spaces etc.

NOW THIS AGREEMENT WITNESSTH and it is hereby agreed by and between the parties hereto as follows;

ARTICLE: I

DEFEINITION

1.1. OWNERS: OWNERS shall mean

- SUBHAS DUTTA, S/O Late Umesh Chandra Dutta, by Faith Hindu, by Nationality-Indian, by Occupation-Business, residing at 2 No Shanakari Pukur Road Shree Pally Burdwan, Bardhaman, P.O. - Sripally, P.S.-Bardhaman, Dist. - Purba Bardhaman, Pin - 713103, West Bengal,
- SANJOY KUMAR DUTTA, S/O Late Umesh Chandra Dutta, by Faith Hindu, by Nationality- Indian, Occupation - Business, residing at Parbirhata ,Sadar Gaht Road, Bardhaman, P.O.- Sripally P.S. -Bardhaman, Dist.- Purba Bardhaman, Pin-713103, West Bengal,



- SWAPAN KUMAR DUTTA @SWAPAN DUTTA, S/O Late Umesh Chandra Dutta, by Faith Hinder, by Nationality- Indian, Occupation -Business, residing at Parbirhata, Sadar Gaht Road, Bardhaman, P.O.-Sripally P.S. - Bardhaman, Dist.- Purba Bardhaman, Pin-713103, West Bengal,
- SAIKAT DUTTA, S/O Late Gouranga Chandra Dutta, by Faith Hindu, by Nationality- Indian, Occupation - Business ,residing at Parbirhata, Sadar Gaht Road, Bardhaman, P.O. - Sripally P.S. - Bardhaman, Dist.-Purba Bardhaman, Pin-713103, West Bengal,

1.2. DEVELOPER: DEVELOPERS shall mean

"BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED" (PAN-AALCB5831C), having its Regd. Office at 7, Yasin road. Parkas Road, P.O. & P.S.- Burdwan, Dist - Purba Bardhaman, Pin-713101, West Bengal, represented by Directors 1. Md. Yeas Arun Mondal, (PAN-AKZPM4620R), S/O- Lt. Joyanal Mondal, by Nationality Indian, by caste Muslim, occupation Business, resident of Chaugharia, Khalishpur P.S.-Memari, Dist- Purba Bardhaman, Pin-713422, West Bengal, 2. FARIDA PARVIN, (PAN-ALXPP9335K), W/O – Sufi Md. Abdul Monem, by Nationality Indian, by caste Muslim, occupation - Business, resident of Md. Yasin Road, P.O. & P.S.- Burdwan, Dist - Purba Bardhaman, Pin-713101, West Bengal, 3. TANJIM HOQUE, (PAN-BGLPH4903B), S/o Nazmul Haque, by Nationality Indian, by caste Muslim, occupation Business, resident of Paraj, P.O.- Paraj, P.S.- Galsi, Dist-Purba Bardhaman, Pin-713403, West Bengal,



1.3. PREMISES

ALL THAT piece and parcel of land comprising to R.S Khatian no 217, R.S plot no 59, 60/602, L.R. Khatian No. 284, 969, 1045, 1063, L.R. Plot No. 121 at Mouja Sankharipukur, Class Bastu, Area - 8 Decimal, J.L No. 38, P.S. - Bardhaman, Dist. - Purba Bardhaman, within the local limits of Burdwan Municipality, ward No. 35, Mohalla - Par Birhata, Holding No. 83, within the jurisdiction of the Office of D.S.R. - II, Burdwan, pin 713101, W.B. butted and bounded as follows: -

ON THE NORTH : RS plot No.60/602

ON THE EAST : Sadarghat Road

ON THE SOUTH : RS Plot No.58

ON THE WEST : RS plot No.63

1.4. BUILDING:

Shall mean the proposed multi-storied building to be sanctioned by the Concerned Municipality constructed at the said premises with necessary additional structures in accordance with the plan/ plans to be sanctioned by the Burdwan Municipality and other Appropriate Authority or Authorities for construction of residential flats, apartments, Commercial units, parking space etc. 1.5. BUILDING PLAN:

Shall mean duly sanctioned plan/drawing of the proposed multi-storied building to be constructed on the said Premises to be prepared by the Architect and after being verified and accepted by the OWNERS to be submitted before the Municipality and/or any other Authority as may be



required under the law for its/ their approval and/or sanction for the purpose of making construction on the said premises in accordance with such Plan and for with such alterations, modifications, addition etc. thereof as may be mutually agreed by the OWNER and the DEVELOPER and approved/ sanctioned by the concerned Authority.

1.6. COMMON FACILITIES & AMENITIES:

Shall mean corridors, all ways, stairways, lift, passage, ways, pump room, tube well, overhead tank, other water reservoir, water pump and motor, water distribution line and other spaces and/or and other facilities provided by the DEVELOPER which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and /or management of the proposed building in Common.

1.7. SALEABLE SPACE:

Shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and the spaces required thereof. 1.8. TRANSFER:

With its grammatical variations shall mean and include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi-storeyed building to the purchasers and will include the meaning thereof under the extant Laws. 1.9. TRANSFEREE:

Shall mean the persons, limited company, association of persons to whom any space in the building has been transferred.

1.10. WORD IMPARTING:

Cont...



Singular number shall include plural and vice versa, masculine gender shall include feminine and neutral genders, likewise words imparting feminine genders shall include masculine and neutral genders and similar words imparting neutral gender shall include masculine and feminine gender. 1.11. ARCHITECT:

Shall mean any technically experienced qualified person or persons of Firm or Firms to be appointed by the DEVELOPER as Architect of the said Building to be constructed on the said Premises. 1.12. CONSTRUCTED SPACE:

Shall mean the space in the Building available for independent use and occupation including the space demarcated for common facilities. 1.13. COVERED AREA:

Shall mean the area of the said Commercial Unit/ Flat/ Parking Space including the Bathrooms and Balconies and also thickness of the Walls and Pillars which includes proportionate share of the Land area of the common portions PROVIDED THAT if any wall be common between two Commercial Units / Flats/ Parking Space then one half of the area under such wall shall be included in each Commercial Unit / Flat. 1.14. UNDEVIDED SHARE:

Shall mean the undivided proportionate share in the land attributable to each Flat/ Commercial Unit/ Parking Space comprised in the said Holding and the common portion held by and for here in agreed to be sold to the respective purchaser and also wherever the context permits. 1.15. FLAT/COMMERCIAL UNIT:

Shall mean the flats and or space or space intended to be built and or constructed and or covered area capable of being occupied



ARTICLE II: COMMENCEMENT

That this agreement shall be commenced on and from the date of execution of this agreement. ARTICLE III

OWNER'S RIGHT & REPRESENTATION

- 3.01. The OWNERS hereto are absolutely seized and possessed of and / or well and sufficiently entitled to ALL THAT piece and parcel of land comprising to R.S Khatian no. - 217, R.S plot no 59, 60/602, L.R. Khatian No. 284, 969, 1045, 1063, L.R. Plot No. 121 at Mouja - Sankharipukur, Class - Bastu, Area - 8 Decimal, J.L No. 38, P.S. - Bardhaman, Dist. - Purba Bardhaman, within the local limits of Burdwan Municipality, ward No. 35, Mohalla - Par Birhata, Holding No. 83, within the jurisdiction of the Office of D.S.R. - II, Burdwan, pin 713101, W.B.
- 3.02. The said premises is free from all encumbrances, charges, lien, independence, attachment, trust, acquisition requisition whatsoever or howsoever subject to what have been stated herein before and hereinafter.
- 3.03. No part of the said premises is subject to any order of acquisition or requisitions. The said properties and/or premises have not been subject to any notice of attachment under Public Demands Recovery Act due to nonpayment of Income Tax and Govt. authority dues or any statutory dues whatsoever by or however.
- 3.04. The said premises does not belong to any public work or for any private work and/ or does not belong to any temple, church, mosque or under any Trust, Private or Public or any endowment.



3.05 That there is no outstanding liability and no civil suit pending and also no injunction order against the land owner in respect of the said Premises and if found any in future, that shall be met up by the OWNERS and for that reason if construction work has been stopped then for said stopping of construction work owner will prove all losses.

3.06 The OWNERS shall be entitled to transfer or otherwise deal with the owner's allocation in the building without any claim whatsoever of the DEVELOPER, after delivery of possession to the owner by the developer. ARTICLE IV

DEVELOPER'S RIGHT & REPRESENTATION

The developer shall have authority to deal with the premises in terms and agreement or negotiate with any person or persons or enter into any contract or agreement take any advance only against their allocation.

- 4.1 The owners hereby grant permission, subject to what have been hereunder provided, exclusive rights to the developer to build new building upon the said premises in accordance with the plan sanctioned by Burdwan Municipality or appropriate authority in the name of the owners with any amendment and / or modification thereto made or caused to be made by the parties thereto with the approval of the said authority.
- 4.2 All applications, plans and other papers documents that may be required by the developer for the purpose of obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the Developer on behalf of the owners and the owners shall sign all such plans, Application, other papers and documents as and when necessary and all costs expenses including plan sanction costs will be borne by the Developer, but the cost of mutation, conversion, municipal mutation, separation, arrear municipal tax if any and khajna will be bourn by the land owners.

- 4.3 That the Developer shall carry total construction work of the proposed building at his own costs and will take the sale proceeds of Developer's allocation exclusively.
- 4.4 Booking from intending purchasers for Developer's allocation will be taken by the Developer and the agreement with the intending purchaser will be signed in his own names on behalf of the Owner as Power of Attorney Holder.
- 4.5 The selling rate of the Developer allocation will be fixed by the Developer without any permission or consultation with the Owners. The profit and loss earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Owner's allocation on accounts of loss or vice versa on account profit from Developer's allocation.
- 4.7 Developer is empowered to collect consideration money from the sale of Developer's allocation from the intending purchasers and issue money receipt in their own names and more over take advance and full and final consideration from the intending purchasers for Developer's allocation only.
- 4.8 On completion of the proposed building when the flats/Commercial Units are ready for giving possession to the intending purchasers letters will be signed by the Developer as the representatives and Power of Attorney holder of the Owners also will sign as confirming party, if needed. The Attorney Holder of the Owners will sign the Deed of Conveyance.
- 4.9 All Construction costs will be borne by the Developer. No liability on account of construction cost will be charged from Owner's allocation.



ARTICLE-V: OWNER'S OBLIGATION

5.1. That the One part/land owner shall provide all valid and updated documents in original to the company and company will give receipt but

be return back after completion of project related with the title of the aforementioned land to the Developer/ Other part and shall handover the physical possession of the schedule property including entry exit road / Passage below to the Developer immediately within ten days from execution of this agreement hereof who shall take all measures to undertake constructions works of the proposed multi storied building structure as per land of the One part/land Owner including entry and exit way and passage road of below as per Building sanctioned plan to be obtained from the concerned Municipality by the developer.

5.02 The LAND OWNERS, doth hereby covenant with the DEVELOPER not to do any act deed or thing whereby the DEVELOPER may be prevented from selling assigning and or disposing of any of the DEVELOPER'S allocated portion in the proposed building at the said premises in favour of the intending buyers of flats / apartments/Commercial units in the said building.

The LAND OWNERS further give undertaking for and on behalf of their agents, servant's representatives for similar act at their own liability and terms, conditions and their responsibilities and obligations by the DEVELOPER as mentioned in this agreement.

5.03 The LAND OWNERS do hereby agree and covenant with the DEVELOPER not to sell, let out, grant, lease, mortgage and / or charge or



part with possession of the said Premises or any portion thereof without the consent in writing of the DEVELOPER herein from the date of registration of this agreement.

- 5.04. The DEVELOPER herein shall built up boundary wall surrounding the "A" schedule of property with their own cost and both the parties herein shall make Settlement, Mutation and local authority mutation in the name of the Owners herein, if required, at the Owner's Cost.
- 5.05. It is mutually agreed between the OWNERS and the DEVELOPER that the completion period of construction of the proposed Building (as to be appropriate) shall be 36 (thirty six) months from the date of approved plan/drawing for residential units of the said premises by the OWNERS to necessary, due to force majeure in residential unit.
- 5.6. The land Owner shall sign the necessary documents to enable the Developer to obtain all necessary permissions and sanctions as may be required to develop the building at the property.
- 5.7. The land Owners agree to execute, sign and deliver the document which might be required for conveying developers' allocation of the said property in favour of the intending purchaser or nominee of Developer as a Developer and owner's allocation has been completed by the It is hereby specifically mentioned and agreed that the Owner shall not claim any remuneration for execution of the aforesaid documents and all the expenses whatsoever for the transfer of the developer's allocation of the said property shall be borne and paid by the Developer/ his nominee(s) intending purchaser(s).



5.8 That the land owners shall execute power of attorney(s) in favour of the Developer, within three working days from the date of execution of this development agreement, for submitting the applications, requisitions to the various authorities for obtaining permission, approvals, sanctions, allotment of building or other materials and concerning other matters required statutorily to be done and required in connection with the construction and completion of the said garage, shops, dwelling units/ floors on the said property. However, the Developer undertakes not to cause to be done any act deed or thing which may in any way misuse, contravene any rule, law or regulation or to misuse the powers which may be conferred upon the Developer by the Owner to construct super structure as stated herein above on the land beneath the said building as per agreement.

5.09 The OWNERS for the purpose of this Development Agreement shall be duty bound to empower the DEVELOPER herein for running and smooth completion of the construction by executing a "Registered Power of Attorney" in favour of the DEVELOPER soon after registration of these presents and the OWNERS shall also be under obligation not to cancel or revoke the said "Power of Attorney" and this "Registered Agreement" unless the entire project is completed and/or the agreed DEVELOPERS allocation is lawfully disposed of and handed over to the prospective transferees. The clause will be applicable subject to fulfilment of all terms, conditions and the responsibilities and obligations by the DEVELOPER as mentioned in this agreement.

5.10 The OWNERS shall include clauses in the said Power of Attorney, to empower the DEVELOPER to sell the DEVELOPER'S share and deliver possession thereof and at the same time handing over the allocation of the OWNERS by the DEVELOPER. This power of Attorney also shall continue to be in force till the DEVELOPER disposes of its entire allocations. The

clause will be applicable subject to fulfilment of all terms, conditions and their responsibilities and obligations by the DEVELOPER as mentioned in this agreement.

- 5.11. The OWNERS herein undertakes not to take any private loan or bank loan and not to create any kind of charges or mortgages including that of equitable mortgage by depositing the Title Deeds of the said premises/ land or any portion thereof at any time during the subsistence of this agreement and vice-versa.
- 5.12. The OWNERS hereto agree that as the DEVELOPER shall make the construction of the said proposed building exclusively at their own costs, arrangement and without having any financial participation and/or for all times to come shall not raise any claim and/or press for any other consideration other than that specified Owner's allocation herein either from the DEVELOPER or from its Partners, and the DEVELOPER shall be at liberty to receive any amount from any purchaser/purchasers in their own apartments, shops, garages, car parking space of the said building of the attachment and/or share thereon of the OWNERS hereto.
- 5.13. That the OWNERS or the intending buyers of Owner's Allocation herein agreed to pay necessary amount for installation of their necessary electric meters and connection in their allocated portion/ flat/Commercial Units in the said proposed multi-storied building, along with the proportionate share of cost for other facilities for each Flat
- 5.14. The OWNERS hereby agree and undertake not to cause any interference or hindrance in the work of construction of the building on the said property by the DEVELOPER.

- 5.15. That the land Owner gives license and permission to the Developer to enter upon the said Schedule A property with full right and authority to commence, carry on and complete development thereof, in accordance with the permission & terms herein mentioned. The developer will employ his workers, associates and other persons for smooth completion of the building. The land owners will fully co-operate with the developer in default power of attorney and the land owners consented to that.
- 5.16. That except as herein before provided, the Owners shall not interfere with or obstruct in any manner with the construction work for the said project. However, the Owners or their nominee or nominees shall have free hand and unfettered access to the construction site at all reasonable time and they shall be free to point out any defect to the Developer or their agents or administrations and consult with the engineer for rectification of such defective construction, workmanship or use of inferior materials.
- 5.17. The original development agreement and development power of attorney will remain with the developer company and certified copy of the same will be delivered to the land owners.
- 5.18. Any expenditure which should be bourn by the land owners but has been paid by the developer company shall be refunded by the land owners on production of voucher along with security money such as outstanding Municipal Tax, Ground rent, Electricity Bill, etc.
- 5.19 If the Project failed due to any reason or fault on the part of the ONE PART/LAND OWNER, in that event the total money receipt by the ONE interest @ 4% P.A. Land owners consented to that.

5.20 That the ONE PART/ LAND OWNER shall vacate the bellow schedule land on or before 31/12/2023 and will handover vacant peaceful possession to the DEVELOPER as demolition of the present old building will be started on 02/01/2024.

ARTICLE VI: DEVELOPER'S OBLIGATIONS

- 6.1. That the Other part/ Developer shall undertake construction work of building structure as per maximum sanctioned plan by the Municipality as to be sanctioned with their own costs and expenses upon the land of the One part / land Owner below and if further building plan is permissible over the said construction, then further construction will be continued as per share ratio of Owner and Developer.
- 6.02. The DEVELOPER has agreed to build the said proposed building at their own cost and expenses and the OWNERS shall not be required to contribute any sums towards the construction cost and for any other purpose of the said building or buildings to be constructed on the said premises except lift, generator, common water reservoir on the roof, tiles on the common passage and other necessary expenditure for better improvement of the complex which will be borne proportionately by the individual flat owners. If the common water reservoir on the roof is provided made of p.v.c. tank then no cost will be charged by the company/developer.
- 6.03. The DEVELOPER doth hereby agrees and covenants with the OWNERS to completion period of construction of the proposed multi storied building shall be 36 (thirty six) months from the date of approved plan / drawing for residential units of the said premises by the OWNERS to the DEVELOPER. This period shall be extended by 6 (Six) months, if necessary.

- 6.04. The DEVELOPER hereby agrees and covenants with the OWNERS not to violate or contravene any of the provision of extant law, bye-laws, and rules of the Central or State Government or Local Authorities including the law and rules regarding Structural Safety, Fire Safety, Soil Stability, Electrical Installation, Ground Coverage, Civil Engineering and other scientific parameters accepted and established under law for construction of the said building.
- 6.05. The DEVELOPER covenants that the DEVELOPER shall be liable to ensure construction by using quality materials and employing duly qualified and experienced Architects and Engineers and employing trained workmen. In the event of any defect or deficiency in the construction or the used materials, the DEVELOPER will be responsible to cure and correct the Same in consultation with the engineers and if there arises any liability, the DEVELOPER shall solely bound to meet the same.
- 6.05(a). That the Other part/ DEVELOPER shall use first class and good quality of raw materials for the purpose of new proposed construction which will be available in the market.
- 6.06. The DEVELOPER hereby agrees and covenants with the OWNERS not to do any act deed or things whereby to prevent the OWNERS from enjoying selling, assigning and/or disposing of any of the OWNERS from Allocation in the building of the said premises, after delivery of possession to the owner by the developer.
- 6.07. The DEVELOPER doth hereby agrees and covenants that he will hand over the peaceful possession of complete residential flat as per the specification mentioned in the Schedule hereunder written as Owner's Allocation within 42 (Forty Two) months, from the date of sanctioned plan

of the said project, or after issuance of completion certificate, which one is

- 6.08. That the entire cost of construction of the new building including cost of material, labour and the charges for time extension for construction from the concerned Authority on above said plot and expenses for clearance from the competent authority and fee of the architect and others charges shall be borne and paid by the Developer.
- 6.09. That the Developer shall start construction work within 3 (Three) months from the date of sanction of building plan and complete the entire construction work within a stipulated time for residential unit. Otherwise this Development agreement shall be cancelled in accordance with law and owners will take step according to law or after mutual understanding, and the developer will forth with return the document so provided.
- 6.10. That the building shall be completed and finished in all respects residential unit within 36 month from the date of sanction of building plan and the One part's allocation /share will be handed over to them within 3 months from the date of issuance of completion certificate of the said building or within 42 (Forty Two) months, which one is earlier and during the said 36 months the Developer shall not stop the said construction work more than consecutively 41 days at a time, except for reasons beyond Other part's control such as strikes, war, riots and natural calamities and due to any unforeseen circumstances like drastic changes in laws and hindrance caused by concerned authorities or any civil suit, injunction order against the party/ property.
- 6.11. If the Developer fails to complete building and fails to deliver the possession of the complete building to the owners within stipulated period of 3 months from the date of completion certificate then this Development

agreement shall deemed to be cancelled and the Owners are free to transfer or handover to the third party their proportionate share only for any purpose.

- 6.12. That the DEVELOPER shall have no right to create any encumbrance over the said Premises. The Developer cannot lien and/or mortgage or otherwise encumber the said property of the newly constructed building for the purpose of raising fund for construction of building or meeting any expense to be met by the DEVELOPER under this agreement or for any other purpose at any stage of the construction.
- 6.13. All construction costs including the cost of destruction of existing structures on the said Premise and removal of trees will be borne by the DEVELOPER. The debris after excavating/demolition shall be disposed of by the DEVELOPER at its own cost. The proceeds, if any, upon disposal of debris, shall be taken by the DEVELOPER. No liability on account of construction cost will be charged from the OWNERS or from the OWNERS' allocation. It is made clear that any expenditure before commencing construction work except sanction of site plan and building plan and which is specifically said in this Development Agreement, will be borne by the owners of the Land.
- 6.14. That the Developer hereby agrees that they shall keep the parties of the First Part/ owners. indemnify and harmless against all third party claims or actions arising out of any actor commission on the part to the party of the Second Part/ Developer, its agents, men, or labours during the construction of the proposed building.
- 6.15. That the Developer shall not affect the right of the owners of the said Schedule A property and shall also keep the property free from all sorts of encumbrances till the completion and handover of the owner's allocation.



ARTICLE-VII:APARTMENT CONSIDERATION

7.01. The OWNERS having agreed to grant exclusive right for developing the said premises in term of these presents the DEVELOPER has agreed, undertaken to build the said building at his own costs and expenses and the OWNERS shall not be required to contribute any sum towards construction of the said building and or development of the premises at any stage. It is hereby made clear that the DEVELOPER shall after completion of the construction of the said project in all respect including obtainment of Occupancy Certificate from the competent authority as may be needed under the law, deliver the possession of the OWNERS' allocation as provided herein at the aforesaid building.

7.02 The DEVELOPER has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purposes of development of the said premises and/ or this development agreement and such consideration which are as follows:

- a) Space allocation to the OWNERS.
- b) Costs, charges and expenses incurred for destruction of old structure, removal of debris, construction, erection and completion of the said new building at the said premises.
- c) Costs, charges and expenses account of causing the plan or map prepared for the purpose of obtaining sanction by the Municipality.
- d) Cost, charges and expenses incurred for installation of engines, machines if any and also sewerage, drainage and other connections.
- e) Fees payable to Architect and the Engineers as also fees payable to the panchayat for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water Connection.

- f) Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the said premises.
- g) Cost of supervision of construction including the OWNERS allocation

ARTICLE - VIII: OWNERS ALLOCATION

8.01 The OWNERS herein shall be entitled to get 50% of ground floor including garage and shops, in respect of flats 47% of the newly constructed area as per sanctioned plan by the Municipal Authority, which will be devolved among the land owners proportionately as per their area of land in the multi storied building proposed to be constructed as per building plan sanctioned by the Burdwan Municipality TOGETHER WITH undivided proportionate share in the land comprised in the said premises and the common areas and facilities of the proposed multi-storied building and its appurtenances. Each land owners is entitled to get his allocation of flat constructed on his land only. In the event of sanction of plan for multi building. Sanjoy Kumar Dutta will get Shop Room No. 4 (Front Position), Swapan Kumar Dutta @Swapan Dutta will get Shop Room No. 3 (Front Position), Subhas Dutta will get Shop Room No. 7 (Back Position), Saikat Dutta will get Shop Room No. 8 (Back Position). Flat will be allotted in the following manner 1) First Floor, Flat B (2BHK) will get Saikat Dutta 2) Second Floor Flat B(2BHK) will get Subhas Dutta, 3) Third Floor Flat C (3BHK) will get Swapan Kumar Dutta @Swapan Dutta 4) 4th floor Flat B(2BHK) will get Sanjay Dutta. Total area will be adjusted with the owner's allocation. It is made clear as agreed between the parties, that 50% of the garage being owner's allocation will remain with the developer company



and the ONE PART / LAND OWNER will be paid price for it @ the then market price of the garage/ parking.

The parameters of calculating such percentage shall be same for both the OWNERS and Developers.

ARTICLE IX: DEVELOPER'S ALLOCATION

9.01 The DEVELOPER herein shall be entitled to get 50% of the ground floor including garage and shops, in respect of flats 53% of the newly constructed area as per sanctioned plan by the Municipal Authority, Developer will get Shop Room No. 1,2 (Front Position), 5, 6 (Back position), in the multi storied building proposed to be constructed on the said Premises according to the building sanctioned plan of Burdwan Municipality, or appropriate authority TOGETHER WITH undivided proportionate share in the land comprised in the said Premises and the common areas and facilities of the proposed multi-storied building and its appurtenances and the DEVELOPER after providing the OWNERS' allocation shall enjoy absolute right over the DEVELOPER'S ALLOCATION including the right to enter into agreement for sale with intending purchaser/ purchasers and [or Lease or let out, or transfer in any other manner in accordance with law. In the event of sanction of plan for building, Developer's Allocation flat/Commercial Units area will be determined after issue of building plan from Burdwan Municipality or appropriate authority after excluding owner's allocation in that floor, along with proportionate common areas, facilities and land. It is made clear as agreed between the parties, that 50% of the garage being owner's allocation will remain with the developer company and the ONE PART / LAND OWNER will be paid price for it @ the then market price of the garage/ parking.

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The parameters of calculating such percentage shall be same for both the OWNERS and DEVELOPERS.

ARTICLE-X: SPACE ALLOCATION

10.01 After completion of the building the Owner shall be entitled to obtain physical possession of the Owner's allocation including right to use the common space. The balance constructed area of the said building shall belong to the Developer.

10.02 Subject as aforesaid and subject to Owner's allocation including undivided proportionate right title and interest in Common facilities and amenities and common portion of the said building and the open space, remainder shall exclusively belong to the DEVELOPER herein. The roof of the said subject multi-storied building will commonly used by the flat OWNERS.

ARTICLE-XI: BUILDING

11.01 The DEVELOPER shall at the DEVELOPER's own cost construct erect and complete the building at the said premises in accordance with the sanctioned plan it may be modified and altered time to time as per sanctioned plan, with such materials and with such specifications as are mentioned in the Schedule hereunder written and as may be recommended by the Architect/ Engineer from time to time. DEVELOPER shall always use the standard quality materials.

11.02 The DEVELOPER shall erect the said building DEVELOPER'S own costs and shall also install standard New Pump Set, or deep tube well overhead reservoir, electric wirings, and all other equipment's, facilities as are required to be provided in a residential building and self-contained apartment constructed for sale as flats, shops,

garage and / car parking space herein on ownership basis and as mutually

11.03 The DEVELOPER shall be authorized in the name of the OWNERS in so far as it is necessary to apply for and obtain temporary and permanent connection of water, drainage, sewerage, electricity and/ or other facilities if and as available to the new building and the imputes and facilities required for the construction or enjoyment of the building from cost of the DEVELOPER for which purpose necessary clauses to be incorporated in the OWNERS has to register Development Power of Attorney in favour the DEVELOPER as stated in 5.06 and 5.07 above.

11.04 The DEVELOPER shall at its own costs and expenses and without creating any financial or other liability to the OWNERS, construct and complete the said proposed building and various units and/or apartments therein.

11.05 All costs, charges and expenses including architect's fees shall be discharged and paid by the DEVELOPER and the OWNERS will have no responsibility in this context to the Architect.

11.06 The charges for installation of transformer shall be borne by the DEVELOPER or intending buyers and the charges of individual meters for Flats shall be borne by the intending buyers for their respective Flats.

ARTICLE XII: COMMON FACILITIES

12.01 The DEVELOPER shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing the due and from the date of starting of the construction of the building. All tax, Electricity Bill and rents falling due in respect of the demised premise up to the date of delivery of possession shall be paid by the OWNERS.

12.02 As soon as the building is completed, the DEVELOPER shall give written notice to the OWNERS requesting the OWNERS to take possession of the OWNERS Allocation in the building. Then from the commencement of subsequent month from the date of service of such notice and at all times thereafter the OWNERS shall be exclusively responsible for payment of proportionate Govt. and property taxes, rates, duties, due and other. Public the said rates) payable in respect of the OWNERS Allocation. The said rates to be on prorate basis with reference to the saleable space in the building if

12.03 The OWNERS and the DEVELOPER or their intending buyers shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually parties shall keep each other indemnified against all claims, actions demands cost, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffer by or paid by other of them as the in this behalf.

12.04 Any transfer of any part of the OWNERS Allocation including any other Central and State taxes or charges as applicable for the new building shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the Central and State taxes or charges as applicable.

12.05 Both the DEVELOPER and the OWNERS herein shall enjoy their respective allocations/portions in the said building under their occupation

forever with absolute right of alteration, transfer, sale, gift etc. and such rights of the parties in no way could be taken off or infringed by either of

12.06 The Owner will not take any step so that the construction work is delayed or hampered without consent of the Developer, except as mentioned in clause no. 5.16, 6.05.

12.07. The company will maintain the entire complex for one year after hand over of physical possession of flats, on receiving maintenance charge from the individual flat owners. Thereafter the board or committee will take over the charge.

ARTICLE-XIII: COMMON RESTRICTIONS

13.01 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activities nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

13.02 Neither the Flat OWNERS shall demolish or permit for demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration but they can renovate their respective flat in inner side without affecting the outer elevation and structural design of the said building.

13.03 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless such party shall have observed and performed by a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of this presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in each of their respective possession.

13.04 The respective allottees shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the flat owners and / or the occupiers of the building indemnified from and against the consequence of any breach.

13.05 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep flat owners/ occupiers of the said building harmless and indemnified from the consequences of any breach.

13.06 No goods or other items shall be kept by the other party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

13.07 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about 'the building or in the compounds corridors or any other portion or portions of the building after completion of the said building.

13.08 Either of the parties shall permit others agent party and/or association and/ or any other party for maintaining the building with or without workmen and others at all reasonable time to enter into and upon the each party's allocation and each party thereof for the purpose of maintenance or repairing any part of the building and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and/ or the purpose of pulling down

maintaining repairing and testing drains, gas and water pipes, and electrical wires and for any similar purpose.

13.09. After completion of the project neither of the parties will be entitled to make construction further on the terrace.

ARTICLE-XIV: FORCE MAJEURE

14.01 The DEVELOPER shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

14.02 Force majeure shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, civil suit and injunction order passed against the property/ party, and/ or any other or further commission beyond the reasonable control of the DEVELOPER.

ARTICLE-XV: PENAL CLAUSE

15.01 It is made clear that, in the event the DEVELOPER fails and/or neglect to start the construction work within 4 (four) months from the date of getting possession and/or from the date of getting of approved plan/ drawing of the said Premises, which one is latter, and/or fail to complete the proposed building within the time mentioned for such construction even after receiving the vacant possession of the land on an from the date of approved plan/ drawing and also free from all encumbrances from the Owner's as per the terms of this Agreement, then in those cases, the OWNER may terminate this Agreement as per law with effect from the date of expiry of 6 months after the stipulated period of completion of the project, and the DEVELOPER shall have liability to compensate the OWNERS, in

15.02. It is also made clear that in the event the DEVELOPER is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the LAND OWNERS or any of the OWNERS and/ or agents, or any person claiming any right under the LAND OWNERS, then and in that case the DEVELOPER shall have the right to rescind and / or cancel this agreement also to claim refund of all sums already paid by the DEVELOPER to the land OWNERS in the meantime along with the amount, if any, spent on account of the construction work of the building together with damages and interest determined by the DEVELOPER and sue against the OWNERS.

15.03. In any event as contemplated in the clauses 15.01 and 15.02 DEVELOPER shall deliver the possession back to the OWNERS in as is where position is. Obviously, the Power of Attorney/ Attorneys shall also stand terminated. The OWNERS shall be entitled to initiate and/or complete the Project through separate agency and the DEVELOPER shall be entitled to refund of actual costs of construction.

ARTICLE-XVI: PLANS & OTHERS

16.01 That the OWNERS shall make out marketable title to the Schedule property mentioned hereunder free from all encumbrances up to the satisfaction of the DEVELOPER or their advocate.

16.02 That the Owner shall hand over the copies of all relevant original documents, settlement records, Municipal Tax Receipt (Current), Ground Rent Receipt and other relevant documents, deeds to the DEVELOPER at the time of execution of this agreement, the developer will issue receipt of the said document to the land owner. The developer shall be bound to produce the ORIGINALS of all Deeds, Documents as and when may be

necessary before any concerned authority as may be required by the Developer or the land owner for the purpose of fulfilling the DEVELOPER'S rights and obligations under this agreement.

16.03 The DEVELOPER acting on behalf of and as Attorney of the OWNERS shall from time to time submit all further Plans and/ or applications and other documents and papers with the consent of the Architect and do all further acts, deeds and things as may be required or otherwise, relevant for the purpose and, or otherwise to obtain all such clearance, sanctions, permissions and / or authorities as shall be necessary for the construction of the building on the said Holding expeditiously and without delay, with intimation to the owner.

16.04 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 multistoried building Over the Schedule property mentioned hereunder and if in any case any consent in writing or signature of the OWNERS are required for the said purpose the OWNERS shall sign the same and also shall Co-operate in all matters in respect of getting supplementary sanction of Building Plan and also additional building plan for further construction. ARTICLE-XVII: PAYMENT

17.1. That the Developer agrees to pay the land Owners a sum of Rs. 20,00,000/- (Rupees Twenty Lakh) Only as security, which is refundable on completion of the project at the time delivery of Possession of the Owner's allocation to the Land Owner. Payment is made in the following manner: 1. Out of which Rs. 4,52,034 (Four Lakh Fifty Two Thousand Thirty Four) by cheque (NEFT) No. 705707 Dated 14/09/2023 and post dated cheque No.

705710 Dated 31/12/2023 of Rs. 47,966 (Forty-seven thousand nine hundred sixty-six) to Sanjoy Kumar Dutta. 2. Out of which Rs. 3,39,025 (Three Lakh Thirty-Nine Thousand Twenty Five) by cheque (NEFT) No.705113 Dated 14/09/2023 and post-dated cheque No. 705714 Dated 31/12/2023 of Rs. 1,60,975 (One lakh sixty thousand nine hundred seventy-five) to Swapan Kumar Dutta @Swapan Dutta. 3. Out of which Rs. 3,39,025 (Three Lakh Thirty Nine Thousand Twenty Five) by cheque (NEFT) No.705709 Dated 14/09/2023 and post-dated cheque No. 705717 Dated 31/12/2023 of Rs. 1,60,975 (One lakh sixty thousand nine hundred Seventy-Five) to Saikat Dutta. 4. Out of which Rs. 2,26,016 (Two Lakh Twenty six Thousand Sixteen) by cheque (NEFT) No.705707 Dated 14/09/2023 and post dated cheque No. 705708 Dated 31/12/2023 of Rs. 2,73,984 (Two lakh Seventy Three thousand nine hundred Eighty Four) to Subhas Dutta, drawn on Indian Bank. Sanjay Dutta has been paid Rs.1,00,000/- (one lakh) only by post dated cheque being No. 705715 Dated 01/01/2024 drawn on Indian Bank and Swapan Dutta has been paid Rs.1,00,000/- (one lakh) only by post-dated cheque being No. 705716 Dated 01/01/2024 drawn on Indian Bank as compensation which will be paid each year on and from 01/01/2024 (nonrefundable), till the handover of shop or one year whichever is earlier, for the below Schedule property.

17.3. That the Owners are agreed to refund the entire security money Rs. 20,00,000/- (Twenty Lakh) Only to the developer without any excuse, what so ever, at the time of delivery of possession of the Owners allocation, to the Land Owners, and if the Owners fail to refund the said security money in that event The Developer will be entitled One 2 BHK Flat, from the allocation of land owners and Land Owners consented to that.

ARTICLE-XVIII: ARCHITECTS, ENGINEERS ETC.

18.01 That for the purpose of the development of the said Premises the DEVELOPER shall alone be responsible to appoint Architect for the said

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Building and the Certificate given by the Architect regarding the materials to be used for 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 except as mention it clause 6.05.

18.02 The decision of the Architect regarding the quality of the materials and also the specifications of the purpose of construction will be final, conclusive and binding on the parties.

ARTICLE-XIX: INDEMNITY

19.01 The Stamp Duty, Registration Charges and 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.

19.02 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 the intending buyers of Owner's Allocation.

19.03 The DEVELOPER hereby undertakes to keep the OWNERS indemnified against third Party claims and actions arising out of any sort of act or omission of the DEVELOPER in relation to the construction of the said building.

19.04 The DEVELOPER hereby undertakes to keep the land OWNERS, indemnified against all actions, suits, costs, proceedings and claims that may arise out of the DEVELOPER'S action with regard to the development of the said premises and/or for allegation of any defect or deficiency therein with regard to the said construction therein.

19.05 The OWNERS also indemnify against all claims right and keep the DEVELOPER indemnified arising out of or in respect of the title and possession.

ARTICLE-XX MISCELLANEOUS

20.01 The OWNERS and the DEVELOPER have entered into this agreement only for the purpose of development of the said premise by the Developer at the cost of DEVELOPER against certain terms and conditions as mentioned herein. Under any circumstances this shall not be treated as joint venture agreement and/or partnership and/or associations of persons as

20.02 After getting possession of the premises, to be delivered by the OWNERS and compliance of other obligations liabilities and conditions as contained in this agreement by the OWNERS, the DEVELOPER shall start construction of the said building on the said premises.

20.03 The OWNERS shall not be liable for any income Tax, Wealth Tax or any other taxes in respect of the DEVELOPER's allocation and the DEVELOPER shall be liable to make payment the same and keep the OWNERS indemnified against all actions suits proceedings costs charges and expenses in respect thereof.

20.04 Any notice required to be given by the DEVELOPER shall without prejudice to any other mode of service available be deemed to have been served on the OWNERS if delivered by hand and duly acknowledgement due and shall likewise be deemed to have been served on the DEVELOPER by the OWNERS if delivered by and or sent by prepaid registered post to the registered office of the DEVELOPER.

20.05 The DEVELOPER shall frame scheme for the management and Administration of the said building and/or common parts thereof. The OWNERS hereby agree to abide by all the rules and regulations to be framed by any society / association/ holding organization and/or any other organization who will be in charge of such management of the affairs of the building on the complex and/or common parts thereof and hereby give their consent to abide by such rules and regulation. It is made clear that the handover possession to the prospective buyers by the DEVELOPER.

20.06 The name of the building shall be determined after passing the

20.07 The DEVELOPER shall mutate the names of the existing Flat OWNERS if necessary or to be mutated in the records of the Municipality in respect of the said Holding at the cost of the Flat owners for which the Flat owners shall also render all assistance and shall pay all Taxes of the Holding either to the DEVELOPER or to the Competent Authority, As and from the date of completion of the building or the complex the DEVELOPER and/or its transferees and the OWNERS and or their account of ground rent and wealth taxes and other taxes payable in respect of their respective spaces.

20.08 The proposed building to be constructed by the DEVELOPER shall be made in accordance with the specifications more fully and particularly written.

20.09 Possession of LAND OWNERS share/allocation shall be given only after completion of the proposed building and only after the OWNERS has

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met up [fulfilled any financial outstanding liability with respect to his share/ Allocation i.e. payment of any other taxes as applicable as per central or State Government norms excluding payment of GST which will be paid by the DEVELOPER.

- 20.10 All the Original Documents of the Land is taken by DEVELOPER, shall be handed back to the OWNERS or the newly formed Association of the proposed building by the DEVELOPER only after the DEVELOPER has completely sold out his share/allocation in the proposed new building.
- 20.11. It is made clear that so long the Flat owners Association is not formed the flat OWNERS shall pay the proportionate maintenance charge as fixed by the DEVELOPER. As soon as the Association is in existence the said system will be automatically discontinued and new charges to be fixed by the newly formed Association.
- 20.12 The bill for the Common Electric meter shall be borne by the OWNERS and the DEVELOPER or the respective buyers of their Allocation as fixed by the DEVELOPER proportionately.
- 20.13 The present agreement will be in force till the completion of the project and during pendency of the project if any party died, his/her/their legal heirs/ successors/ administrators/ legal representatives will be bound to execute supplementary agreement with the other party.
- 20.14 After the signing of this Development agreement the OWNERS of the property would not be entitled to enter into development agreement with any other Person (S), firm, private limited company or promoter in which the present development is signed (in case further extension is allowed by Authority).

20.15. It is also agreed that the delivery of possession of the landowners' allocation will be made within three months after obtaining Completion Certificate (C.C.) at its/his/her/their own cost expenses and Xerox copy of newly constructed building.

20.16. That this agreement shall not to be deemed to constitute a partnership between the Owner and the Developer or an agreement for sale of the plot or mortgage to any financial institution by the landowner to the Developer and shall not be deemed to bind the parties hereto except specifically recorded herein. The Developer shall solely be liable and responsible for land beneath the said building. The land Owner and the Developer shall be such as water charges, property tax, electric bills in respect of respective portions as mentioned aforesaid.

20.17. In case there is any accident or death in the aforesaid construction project of any labour, employee the Developer shall be fully responsible for all the consequences of the same under the Workmen Compensation Act or any other acts in force. If the Owner is ordered to attend a court or is requested or his presence is required by any other authority in this connection, he will empower the Developers to attend the court/ authority fully in case an adverse order is passed or any compensation is ordered to be paid by the Owner by any court, judicial authority or any other competent authority.

20.18. That all costs of stamping, engrossing and registration of this agreement and any other paper relating to this agreement shall be borne by

If any of the Land Owners breathed his last, or any incident occurs and as per Law, Development Agreement or the Development Power of Attorney required to be amended, substituted or Supplementary Development Agreement to be executed, site plan or building plan to be revised, or again to be submitted then all the cost will be borne by the Land Owners, but all these works will be done exclusively by the developer company.

- 20.19. That during the course of construction all building materials and equipment used or to be used shall remain at the Developer's risk and the Developer shall not be entitled to any compensation from the one part for any damages, loss or destruction of such works or material or equipment arising from the any cause whatsoever.
- 20.20. If until the completion of building any case damage or Schedule & property, harm occurs to the Schedule B adjoining properties, neighbours, the Developer shall be fully responsible for all the consequences.
- 20.21. That the developer don't have any pending litigation, what so ever or have any unimplemented order/award/directions in connection with constructions of building/development of lands.
- 20.22. That the Owner has declared and assured the Developer that property is free from all sorts of encumbrances, i.e., mortgage, charges, gifts, wills, exchanges, attachments, civil suit, injunction notice prior, agreement to sell collaboration agreement and shall also keep the property free from all sorts of encumbrances till the completion of the building, sharing of the respective portions in the new building and registration of their respective portions. Whatsoever if it will be ever proved otherwise, one part shall be liable and responsible for making good all losses, which may be suffered incurred, undergone and sustained all by the Developer as a result thereof.

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20.23. That no change modification or alterations to this agreement shall be done without the written consent of the Owner. The parties hereto undertake not to contravene any of the terms of this agreement.

20.24. That the Developer shall be responsible for any eventuality or consequences arising out of the structural defects. Appropriate remedial measures to rectify such defects or remove such irregularities at the earliest shall be taken. The Developer shall also apply and obtain electricity, water fire NOC and sever connections, etc., from the competent authority/

20.25. That as and when house tax gets assessed the Developer undertakes to pay for his share at the rates applicable.

20.26. A supplementary development agreement will be made between the parties specifying the flats of owner's allocation and developer's allocation. Total number of flats allotted or specified for the owner's allocation, containing area exceeds the percentage of owner's allocation then the land owner will pay for that more space as per market rate to the developer and if it is less than the percentage of the owner's allocation then the developer will pay to the land owners for the less space to the land owner's as per market rate.

20.27. As per several deeds, the title of the schedule land lying with the One Part/Land Owner measuring 8 Decimal and recorded area of the land in question in the L.R. record of Right is 8 Decimal and as such both the parties herein the One Part and Other Part are agreed that the development agreement will cover the entire land as terms and conditions will be binding upon the parties.

distr.

20.28. If any disputes or difference of opinion arise between the parties that will be sorted out by several meetings between the parties, if necessary, in presence of the advocates of both the parties and the decision of both the advocates will be binding upon the parties.

20.29. If the physical measurement of the land is more than the measurement/area of the land recorded in the record of rights and the excess land required to be recorded in the L.R. record of rights then necessary assistance and expenditure will be afforded by the One Part/ Land Owner.

20.30. The developer company will amalgamate this plot of land with the other plots which is being constructed by the company, for this purpose, the all expenditure of deed of amalgamation and expenses in Burdwan Municipality office will be afforded by the One Part/ Land Owner.

20.31. That all disputes and differences between the parties hereto in any way relating to this agreement and / or arising out of any provisions hereof shall be referred before any competent court of law or Tribunal or Commission.

20.32. That this agreement is made at the free consent of the respective Parties.

It is further noted here that the finger prints & photographs of the Representative of First Part and Other Part have been taken in a separate sheet have been annexed hereto and the same will be considered as part and parcel of this Development Agreement.

SCHEDULE -A

ALL THAT piece and parcel of land comprising to R.S Khatian no 217, R.S plot no 59, 60/602, L.R. Khatian No. 284, 969, 1045, 1063, L.R. Plot No. 121 at Mouja Sankharipukur, Class Bastu, Area – 8 Decimal, J.L No. 38, P.S. - Bardhaman, Dist. - Purba Bardhaman, within the local limits of Burdwan Municipality, ward No. 35, Mohalla – Par Birhata, Holding No. 83, within the jurisdiction of the Office of D.S.R. - II, Burdwan, pin 713101, W.B. butted and bounded as follows: -

ON THE NORTH : RS plot No.60/602

ON THE EAST : Sadarghat Road

ON THE SOUTH : RS Plot No.58

ON THE WEST : RS plot No.63

More fully shown in red colour in the plan annexed here to which is a part and parcel of this development agreement.

SCHEDULE -B

BUILDING R.C.C. Formwork.

WALLS

200 mm (8") thick for outer, 125mm (5") for common walls and 75 mm (3") thick for internal partition wall with

WINDOW

Aluminium sliding window with grill including grill work of Stair case & verandah up to I metre.

Cont...

DOOR

All door frames shall be Malaysian Sal wood except toilet/w.c. Main entrance door shall be Solid brand single bolt six lever lock shall be provided for safety and other doors shall be Commercial Flush door thoroughly painted fitted with hatch bolt & tower bolt and handle. Doors & PLASTER

Commercial Flush door thoroughly painted frames for toilets and W.c will be PVC make.

PLASTER Cement plastered wall and ceiling primed with plaster of Paris, cement plaster outside with weather coat.

FLOOR

Good quality Glossy 600mm x 600mm size Vitrified tile flooring with 100mm (4") skirting & Dados of Toilets / w.c. shall be provided with colour matching ceramic tile up to door height and dado of kitchen counter up to 600 mm (2'-0") height.

STAIR The fencing of the stair will be provided with good quality

BATHROOM WAY:

BATHROOM White porcelain E.W.C in each toilet and w.c. One porcelain basin (HINDWARF, brand) shall be provided in KITCHEN

Black

KITCHEN

Black stone cooking counter shall be provided along
With a stainless-steel sink, one basin in the dining cum
hall room.

BALCONY Balcony railing will be provided of steel pipe.

ELECTRIC

Concealed wiring with Finolex / Havells wires with two light points, one fan point, one 5 Amp Power point for every room plus one 15 Amp Power point in living cum dining room, Kitchen and Toilet, one light point and 5amp power point at veranda.

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

SCHEDULE -C

(COMMON AREAS & AMENITIES)

The common areas and amenities mentioned in this Agreement shall

- 1. The foundations, columns, girders, beams, supports, main walls, corridors, lobbies, lift, stair, stair ways, entrance to and exit from the building constructed on the said land and intended for common use.
- 2. Installation of common services such as water, sewerage line, septic
- 3. Pump, motor, pipes, ducts and all appurtenances and installations in the said building for common uses.
- 4. Electric meter box adjacent to the stairs in the ground floor of the building, electrical wiring and fixtures etc. meant for common use.
- 5. Underground water reservoir and the overhead water tank.
- 6. The ultimate Roof.

- 7. Boundary walls and main gates.
- 8. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or around the said building as are necessary for passage user and occupation of the flat/s in common as are specified by the vendor expressly to be the common part, except the covered spaces and car parking spaces.

SCHEDULE-D

(PERIODICAL COMMON EXPENDITURES)

Cost expenses, outgoings and obligations for which all the Flat/ Space owner are to contribute proportionately;-

The expenses of maintaining, repairing, redecorating and renewing the main structures and in particular the drainage system, sewerage, rain water discharge arrangements, water supply system, system of electricity to all common areas mentioned in the D Schedule hereto. The expenses of repairing, maintaining, painting, white washing or colour washing the main structures of the building including the exterior of the said building and also the common area of the building described in the Fourth Schedule above written.

The periodical expenditure for sweeping and cleaning of the common areas like lobbies, stairs, landings, car parking areas, pavements, roof, stair head room, together with maintenance and upkeep of main gates, payment of electrical bills for consumption of electricity for illumination or lighting systems fixed in common areas, salaries, wages, fees and remunerations of security personnel, sweepers, plumbers, electricians, care takers or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

Insurance premium of the building [if any]

IN WITNESS WHEREOF, the parties hereto have set their respective hands on these presents on the date, month and year hereinabove first mentioned. In the presence of the following witnesses:



SIGNED, SEALED AND DELIVERED IN PRESENCE OF THE

SIGNATURE OF THE ONE PART/ OWNERS

WITNESS

Burdhaman Dream House Construction Private Limited

1. Santu Ghosh Slo-Rashbehaighesh Jaggarbay. Donieh Kula P.S-Budwan. Diet. Pumber Bridhow,

Tanzim Slague.

2. Amy & Banengee Fariola Pourvee
PS-Buntwan SIGNATURE OF THE
PART/DEVELOPER

Farida Porveen

SIGNATURE OF THE OTHER

Drafted by me & typed in my office:

Satriful Islam Hallick

SARIFUL ISLAM MALLICK

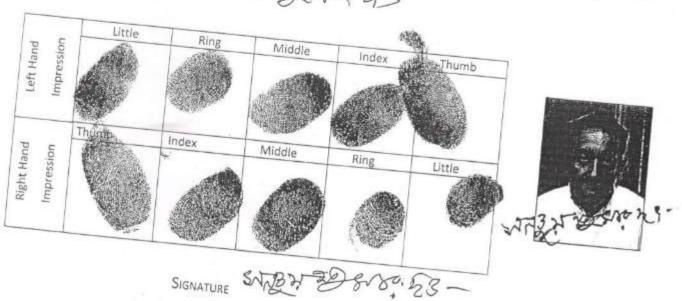
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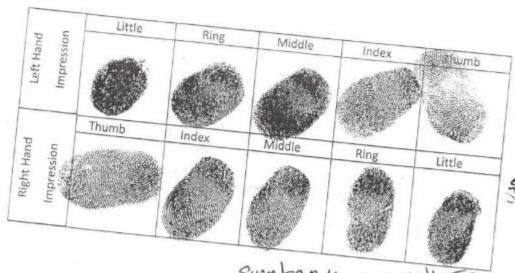
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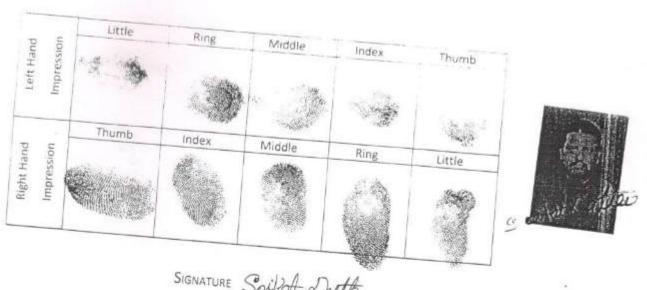
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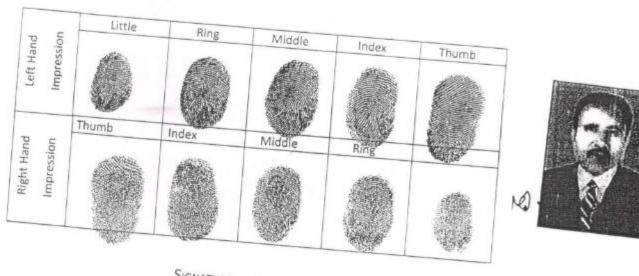




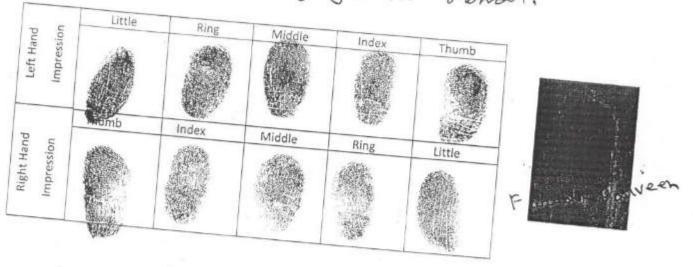
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SIGNATURE



Government of West Bengal Directorate of Registration & Stamp Revenue

FORM-1564

Miscellaneous Receipt

	miocenani	sous Receipt					
Visit Commission Case No / Year	0202000520/2023	Date of Application	14/09/2023				
Query No / Year	02022002335501/2023						
Transaction	[0110] Sale, Development	Agreement or Construction a	greement				
Applicant Name of QueryNo		Mr SARIFUL ISLAM MALLICK					
Stampduty Payable	Rs.13,011/-						
Registration Fees Payable	Rs.22,014/-						
Applicant Name of the Visit Commission	Mr S Mallick						
Applicant Address	burdwan						
Place of Commission	burdwan						
Expected Date and Time of Commission	14/09/2023 6:00 PM						
ee Details	J1: 250/-, J2: 300/-, PTA-J	(2): 0/-, Total Fees Paid: 550/-					
Remarks		(-) 1 1 000 1 000 1 ald. 550/-					



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - II Purba Bardhaman, District Name: Purba Bardhaman
Signature / LTI Sheet of Query No/Year 02022002335501/2023

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	SUBHAS DUTTA 2NO SHANAKARI PUKUR ROAD, SHREE PALLY, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	Land Lord			25/10/8c
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with
2	SANJOY KUMAR DUTTA PARBIRHATA, SADAR GHAT ROAD, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	Land Lord			(4.9.2023

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with
3	SWAPAN DUTTA PARBIRHATA, SADAR GHAT ROAD, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	Land Lord			Swapan Kinnar Lulle
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with
4	SAIKAT DUTTA PARBIRHATA, SADAR GHAT ROAD, City:- Burdwan, P.O:- BARDHAMAN, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	Land Lord			Sofiet Duto
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
	P.O:- KHALISHPUR, P.S:-Memari, District:- Purba Bardhaman, West Bengal, India, PIN:- 713422	Represent ative of Developer [BURDHA MAN DREAM HOUSE CONSTR UCTION PRIVATE LIMITED]			Meligen Am Mondet.

SI No.	Name of the Executar	t Category	Photo	Finger Prin	t Signature with date
6	FARIDA PARVEEN M YASIN ROAD, City:- Burdwan, P.O:- BARDHAMAN, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101	D Represent ative of Developer [BURDHA MAN DREAM HOUSE CONSTR UCTION PRIVATE LIMITED]			Foride Posiveen 14.09,23
SI No.	Name of the Executar	nt Category	Photo	Finger Prin	t Signature with date
7	TANJIM HAQUE Village:- PARAJ, P.O:- PARAJ, P.S:-Galsi, District:-Purba Bardhaman, West Bengal, India, PIN:- 713403	Represent ative of Developer [BURDHA MAN DREAM HOUSE CONSTR UCTION PRIVATE LIMITED]			Conzion Hague.
SI No.	Name and Address of identifier	Identifie	rof	Photo Finger	Print Signature with date
1	Son of RASHBIHARI KI GHOSH D Village:- YI	UBHAS DUTTA, UMAR DUTTA, S' UTTA, SAIKAT D EAS ARUN MONE ARVEEN, TANJIN	WAPAN UTTA, M^ DAL, FAF		3 onthe arhosh

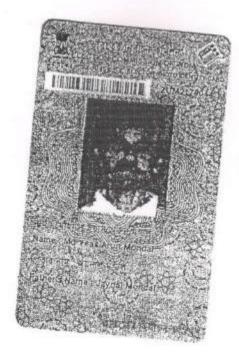
(Amitava Dutta) DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. -II Purba Bardhaman Purba Bardhaman, West Bengal





Hd. Jean Am Mondel





Hed. Year Am Mondel



EPIC No. : ZZE2136570

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Assembly Constituency No. and Hame : 274-Gatsi (SC)

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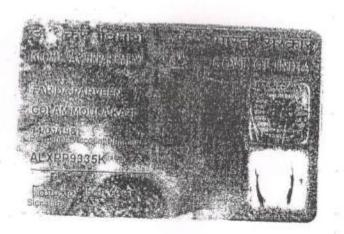
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নিৰ্বাচ্চকৰ দায়

Elector's Name : Fonda Paccent

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Address:

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260 - সর্বাহে বর্তিন জিবজৈর ক্ষোত্তক জিবজৈ জিবজে মানিকানিকের স্থাপনের কর্মুক্তি

Facsimile Signature of the Electoral

Registration Officer for

260 - Burdwan Dakshin Constituency

টকাল বাহিলার মান করন উক্তান কেন্টার নিয়ে কর বেলা ও একট বস্থান করি বাহিলার বার্থান করা বিশিয় করে এই বাহিলারের বার্থানী বিক্রা করন।

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पीरंगी एकशायर.

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Joint Commissioner of Income-tax(Systems & Technical),

Chawringhee Squarr,

Calcutta- 700 069.



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COMMISSIONER OF INCOME-TAX, W.B. . XI

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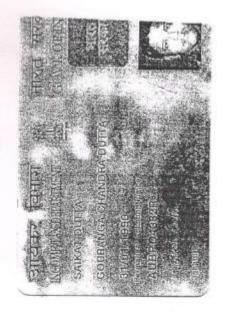
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Date: 30/12/2019

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260 - Burdwan Dakshin Constituency

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य स्थान

Seller.

Facsimile Signature Electoral Registration Officer নিৰ্ভাচক সিবশ্ব আদি কাত্তিক

For 271-BURDWAN (8) ২৭১-বর্থমান দকিব বিধানসভা নিবচিন কেত্র Assembly Constituency

Place: BURDWAN ं वर्भान

ভারিব : ২৬/০২/৯৫ Date : 26/02/95

Swatonkumas abully 13.3550 d.d नश्रम : eg

Elector's Name :SWAPAN DUTTA

PA MARY:

निर्दाष्ट्रक ३ नाम Father/Mother/ Husband's Name STING HEAMU:

শিত (মাত (স্বামীর নাম: উদেশ ধর Sex : M Age as on 1.1.1995: 34 h. S.A.



IDENTITY CARD WB/39/271/559026 ELECTION COMMISSION OF INDL

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SWAPAN KUMAR DUTTA ACQPD5318J

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টকার: ক্রাটাপুত্র মন্ত্রিকশাস্থা, বর্গনান, ক্রানা (সমর), পূর্ব কর্গনান, 713103

Address: Tapharipubur Maliippera, Barddhaman, BURDWAHIBADAR), PURBA BARDHAMAN, 713103

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Land Lord Details:

St. Name Address Photo Ingerprince to Spinking SUBHAS DUTTA (Presentant) Son of Late UMESH CHANDRA DUTTA 2NO SHANAKARI PUKUR ROAD, SHREE PALLY, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx2C, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/09/2023 , Admitted by: Self, Date of Admission: 14/09/2023 ,Place: Pvt. Residence, Executed by: Self, Date of Execution: 14/09/2023 , Admitted by: Seif, Date of Admission: 14/09/2023 ,Place: Pvt. Residence SANJOY KUMAR DUTTA Son of Late UMESH CHANDRA DUTTA PARBIRHATA, SADAR GHAT ROAD, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx7G, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/09/2023 . Admitted by: Self, Date of Admission: 14/09/2023 ,Place: Pvt. Residence, Executed by: Self, Date of Execution: 14/09/2023 , Admitted by: Self, Date of Admission: 14/09/2023 ,Place: Pvt. Residence SWAPAN KUMAR DUTTA, (Alias: SWAPAN DUTTA) Son of Late UMESH CHANDRA DUTTA PARBIRHATA, SADAR GHAT ROAD, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx8J, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/09/2023 , Admitted by: Self, Date of Admission: 14/09/2023 ,Place: Pvt. Residence, Executed by: Self, Date of Execution: 14/09/2023 , Admitted by: Self, Date of Admission: 14/09/2023 ,Place : Pvt. Residence SAIKAT DUTTA Son of Late GOURANGA CHANDRA DUTTA PARBIRHATA, SADAR GHAT ROAD, City:- Burdwan, P.O:-SRIPALLY, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AUxxxxxx2R, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/09/2023 , Admitted by: Self, Date of Admission: 14/09/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/09/2023 , Admitted by: Self, Date of Admission: 14/09/2023 ,Place: Pvt. Residence

Developer Details :

Name: Address, Photo: Finger print and Signature

BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED
7 YASIN ROAD, PARKAS ROAD, City:- Burdwan, P.O:- BARDHAMAN, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, PAN No.: aaxxxxxx1c, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

Nome Agains surprise Finger print and Signature

1 MD YEAS ARUN MONDAL

Son of Late JOYANAL MONDAL CHAUGHARIA, City:-, P.O:- KHALISHPUR, P.S:-Memari, District:-Purba Bardhaman, West Bengal, India, PIN:- 713422, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AKXXXXXX0R, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)

2 FARIDA PARVEEN

Wife of SUFI MD ABDUL MONEM MD YASIN ROAD, City:- Burdwan, P.O:- BARDHAMAN, P.S:- Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ALXXXXXX5K, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)

3 TANJIM HOQUE

Son of NAZMUL HAQUE Village:- PARAJ, P.O:- PARAJ, P.S:-Galsi, District:-Purba Bardhaman, West Bengal, India, PIN:- 713403, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: BGxxxxxx3B, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)

Identifier Details:

SANTU GHOSH Son of RASHBIHARI GHOSH Viliage:- JAGADABAD, P.O:- PANCHKUL, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713102	
Identifier Of SUBHAS DUTTA, SANJO ARUN MONDAL, FARIDA PARVEEN,	KUMAR DUTTA, SWAPAN KUMAR DUTTA, SAIKAT DUTTA, MD YEAS

SI.No	From	To. with area (Name-Area)
1	SUBHAS DUTTA	BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED & D
Trans	fer of property for E2	DOMESTIC OF THE PROPERTY OF TH
	From	To. with area (Name-Area)
1	SANJOY KUMAR DUTTA	BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED-2 Dec
Trans	fer of property for L3	
	From	To. with area (Name-Area)
1	SWAPAN KUMAR DUTTA	BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED-2 Dec
Transi	fer of property for L4	
	From	To. with area (Name-Area)
1	SAIKAT DUTTA	BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED-2 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W35, Mouza: Sankharipukur, JI No: 38, Pin Code: 713101

Sch No	गिल ६ शिक्सकार रिक्कानम	Defails Of Land	Owier matie in English हर इबल्बल by Applican
L1	LR Plot No:- 121, LR Khatlan No:- 1063	Owner:দূভাৰ দক, Gurdian:উমেদ , Address:দানবীলোটা , Classification:ৰাজ, Area:0.02000000 Acre,	SUBHAS DUTTA
L2	LR Plot No:- 121, LR Khatlan No:- 969	Owner:দঙ্গর দর, Gurdian:উদেশ , Address:দানবীরফটা , Classification:দার, Area:0.02000000 Acre,	SANJOY KUMAR DUTTA
L3	LR Plot No:- 121, LR Khatian No:- 1045	Owner:খণৰ দত, Gurdian:উমেশ , Address:পারবীরহাটা , Classification:ৰাজ, Area:0.02000000 Acre,	SWAPAN KUMAR DUTTA
L4	LR Plot No:- 121, LR Khatian No:- 284	Owner:জীরাস মত, Gurdian:উমেন . Address:পারবীর্যটো , Classification:মত, Area:0.02000000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number: 1 - 020207368 / 2023

On 32 10 - 20 Z

Presentation (Under Section by A Ratio 224(3) 48(1) 2015. Registration Ridge (982)

Presented for registration at 20:20 hrs on 14-09-2023, at the Private residence by SUBHAS DUTTA, one of the Executants.

Certificate of Markot Value (WEPDV) rates of 2000).

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 48,00.004/-

Admission of Exception (Union Section 5): W.B. Registerion Rules (1952)

Execution is admitted on 14/09/2023 by 1. SUBHAS DUTTA, Son of Late UMESH CHANDRA DUTTA, 2NO SHANAKARI PUKUR ROAD, SHREE PALLY, P.O: SRIPALLY, Thana; Bardhaman

, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business, 2. SANJOY KUMAR DUTTA, Son of Late UMESH CHANDRA DUTTA, PARBIRHATA, SADAR GHAT ROAD, P.O: SRIPALLY, Thana: Bardhaman

., City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business, 3. SWAPAN KUMAR DUTTA, Alias SWAPAN DUTTA, Son of Late UMESH CHANDRA DUTTA, PARBIRHATA, SADAR GHAT ROAD, P.O: SRIPALLY, Thana: Bardhaman

, . City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business, 4. SAIKAT DUTTA, Son of Late GOURANGA CHANDRA DUTTA, PARBIRHATA, SADAR GHAT ROAD, P.O: SRIPALLY, Thana: Bardhaman

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

Indetified by SANTU GHOSH, , , Son of RASHBIHARI GHOSH, P.O: PANCHKUL, Thana: Bardhaman , , Purba Bardhaman, WEST BENGAL, India, PIN - 713102, by caste Hindu, by profession Others

Admitsion of Execution (Junior Section 68, W.E. Registration Rules 1962); (Representative)

Execution is admitted on 14-09-2023 by MD YEAS ARUN MONDAL, DIRECTOR, BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED (Private Limited Company), 7 YASIN ROAD, PARKAS ROAD, City:- Burdwan, P.O:- BARDHAMAN, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by SANTU GHOSH, , , Son of RASHBIHARI GHOSH, P.O: PANCHKUL, Thana: Bardhaman , , Purba Bardhaman, WEST BENGAL, India, PIN - 713102, by caste Hindu, by profession Others

Execution is admitted on 14-09-2023 by FARIDA PARVEEN, DIRECTOR, BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED (Private Limited Company), 7 YASIN ROAD, PARKAS ROAD, City:- Burdwan, P.O:- BARDHAMAN, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by SANTU GHOSH, , , Son of RASHBIHARI GHOSH, P.O: PANCHKUL, Thana: Bardhaman , , Purba Bardhaman , WEST BENGAL, India, PIN - 713102, by caste Hindu, by profession Others

Execution is admitted on 14-09-2023 by TANJIM HOQUE, DIRECTOR, BURDHAMAN DREAM HOUSE CONSTRUCTION PRIVATE LIMITED (Private Limited Company), 7 YASIN ROAD, PARKAS ROAD, City:- Burdwan, P.O:- BARDHAMAN, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by SANTU GHOSH, , , Son of RASHBIHARI GHOSH, P.O: PANCHKUL, Thana: Bardhaman , , Purba Bardhaman, WEST BENGAL, India, PIN - 713102, by caste Hindu, by profession Others

Par.

Amitava Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II Purba Bardhaman
Purba Bardhaman, West Bengal

Unit 5:09/2020

Certified that required Registration Fees payable for this document is Rs 22,046.00/- (A(1) = Rs 2,000.00/-,B = Rs 20,000.00/-,E = Rs 14.00/-,H = Rs 28.00/-,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 22,014/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/09/2023 12:25PM with Govt. Ref. No: 192023240220248041 on 14-09-2023, Amount Rs: 22,014/-,Bank: State Bank of India (SB|N0000001), Ref. No. CKX9845993 on 14-09-2023, Head of Account 0030-03-104-001-16

Payment of Stemp Duty

Certified that required Stamp Duty payable for this document is Rs. 13,011/- and Stamp Duty paid by by online = Rs 8,011/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/09/2023 12:25PM with Govt. Ref. No: 192023240220248041 on 14-09-2023, Amount Rs: 8,011/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKX9845993 on 14-09-2023, Head of Account 0030-02-103-003-02

Pater.

Amitava Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II Purba Bardhaman

Purba Bardhaman, West Bengal

On 1800-2026 Conflicto of Admissibility (Rujo48, W.B. Registratión Rujos 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.

Peyment of Fees

Certified that required Registration Fees payable for this document is Rs 22,046.00/- (A(1) = Rs 2,000.00/- ,B = Rs 20,000.00/- ,E = Rs 14.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 13,011/- and Stamp Duty paid by Stamp Rs 5,000.00/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

 Stamp: Type: Impressed, Serial no 27086, Amount: Rs.5,000,00/-, Date of Purchase: 18/09/2023, Vendor name: S Acharya



Amitava Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II Purba Bardhaman
Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0202-2023, Page from 185170 to 185250 being No 020207368 for the year 2023.





Digitally signed by Amitava Dutta Date: 2023.10.05 15:19:51 +05:30 Reason: Digital Signing of Deed.

(Amitava Dutta) 05/10/2023 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - II Purba Bardhaman West Bengal.