2376/21 S 666

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL T 485756

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

Additional District Sub-Registrar BURDWAN

28 AUG 2021

# DEVELOPMENT/CONSTRUCTION AGREEMENT

THIS DEVELOPMENT/CONSTRUCTION AGREEMENT made on this the 23rd day of March, Two thousand Twenty One.

BETWEEN

Contd. next page

Sl. No. 3735 Date 23/3/2021

Name Ashis Rakshit & others

Address Burdwan

Value of Stamp 1000/-

Date of Purchase from 22/3/21

Burdwan Treasury-1

Stamp Vendor - JOYANTA DAS

Sadar Registry Office (Burdwan)

License No.- 6/2010-11

Signature Joyanta Das

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

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Rakshit

Ashesh Rakshit

S.B.D. MAA KAMAKHYA ENTERPRISES
PARTNER

*Index : 2*

**(1) MR. ASHIS RAKSHIT, PAN : AVMPR8637D**

Son of Late Panchanan Rakshit, Nationality- India, by faith - Hindu, by occupation - Business, residing at Chotonilpur Road, Near 'Nabin Sangha' Club, Burdwan Municipality Ward No. 15, P.O. Sripally, P.S. – Burdwan Sadar, District Burdwan ( Presently Purba Bardhaman ), PIN - 713103 (W.B.)

&

**(2) MR. ASHESH RAKSHIT, PAN : AVVPR3409A**

Son of Late Panchanan Rakshit, Nationality - India, by faith - Hindu, by occupation - Business, residing at Chotonilpur Road, Near 'Nabin Sangha' Club, Burdwan Municipality Ward No. 15, P.O. Sripally, P.S. – Burdwan Sadar, District Burdwan (Presently Purba Bardhaman), PIN - 713103 (W.B.), hereinafter called and referred to as the **"OWNERS"** (which terms and expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his/their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

**AND**

**"S.B.D. MAA KAMAKHYA ENTERPRISES"**

**PAN : ADRFS6772P**

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Ranjit
Ashesh Dasgupta

S.R.D.
MAHAMAYA ENTERPRISES
Nandlal Premchandani
Partner

*Index : 3*

A Promoting & Developing Partnership Firm, having its office at 26/1A , S.N. Roy Road, P.O. - Sahapur, P.S. - Behala, Kolkata - 700038 (W.B.) consisting of and the said partnership has been entered into amongst its only partners namely :

**(1) MR. NANDLAL PREMCHANDANI, PAN : ALIPP9596R**

Son of Late Jaisingmal Premchandani, Nationality - Indian, by faith - Hindu, by occupation - Business, residing at - 26/1A, S.N. Roy Road, P.O.- Sahapur, P.S. - Behala, Kolkata - 38, West Bengal

**(2) MRS. LILA PREMCHANDANI, PAN : DOQPP4420A**

Wife of Late Jaisingmal Premchandani, by Nationality Indian, by faith Hindu, by occupation - Business, residing at - 26/1A, S.N. Roy Road, P.O.- Sahapur, P.S. - Behala, Kolkata - 38, West Bengal

**(3) MRS. SATI PREMCHANDANI, PAN : AVEPP2237M**

Wife of Nandlal Premchandani, by Nationality- Indian, by faith - Hindu, by occupation - Business, residing at - 26/1A, S.N. Roy Road, P.O.- Sahapur, P.S. - Behala, Kolkata - 38, West Bengal

**And the said partnership firm represented herein for the purpose by its only Partner :**

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashi Rakshit
Ashesh Rakshit

S.B.D.
MAHAMAYA ENTERPRISES
Nandlal Premchandani
DIRECTOR

*Index : 4*

**MR. NANDLAL PREMCHANDANI, PAN : ALIPP9596R**

Son of Late Jaisingmal Premchandani, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at - 26/1A, S.N. Roy Road, P.O - Sahapur, P.S - Behala, Kolkata - 38, West Bengal, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and/ or assigns) of the **SECOND PART.**

**WHEREAS** the landed property (defined & demarcated) classified as **"Bastu"**, appertaining to **R.S. Plot No. 262, under R.S. Khatian No. 182,** corresponding to the **L.R. Plot No. 1072 under L.R. Khatian No. 201 & 171 measuring an area of 0.140 acre (more or less)** , of **Mouza – Balidanga** , J.L. No. 35, P.S. Burdwan Sadar, District Burdwan (Presently Purba Bardhaman), within the area of **Ward No. 15** of the Burdwan Municipality, also bearing Burdwan Municipality **Holding No. 02** of Chotobalidanga Mahalla, more particularly described under **Schedule "A"** herein below, in equal shares, is lawfully and exclusively owned and possessed by the OWNERS, Sri Ashis Rakshit & Sri Ashesh Rakshit herein, whose names too stand recorded in the present L.R.R.O.R. under **L.R. Khatian Nos. 171 & 201** respectively and also in the records of the Burdwan Municipality, in respect of the same.

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

*Index : 5*

**WHEREAS** the said landed property presently classified as "Bastu", appertaining to **C.S. Plot No. 262, R.S. Plot No. 262,** under **R.S. Khatian No. 182,** corresponding to the **L.R. Plot No. 1072, measuring an area of 0.110 acre (more or less)** , of **Mouza Balidanga** , J.L. No. 35, P.S. Burdwan Sadar, District Burdwan (Presently Purba Bardhaman), within the area of **Ward No. 15** of the Burdwan Municipality, was previously owned and possessed by one **Smt. Prativa Rani Rakshit** wife of Panchanan Rakshit, the mother of the present OWNERS herein. Said **Smt. Prativa Rani Rakshit,** lawfully acquired the said property vide four Registered Deeds of Sale, of them two executed on 07.05.1962 & registered before the District Sub Regigtrar, Burdwan, being Deed No. 4496 & 4497 respectively for the year 1962, another being executed on 25.06.1962 & registered before the District Sub Regigtrar, Burdwan, being Deed No. 5060 for the year 1962 and the fourth one being executed on 08.04.1963 & registered before the District Sub Regigtrar, Burdwan, being Deed No. 2730 for the year 1963.

**AND WHEREAS** Since the said purchase said **Smt. Prativa Rani Rakshit** as was in lawful ownership and possession of the aforesaid property; on inception of the L.R. Settlement by the authority of the State of West Bengal concern, her said purchased plot of land being as then numbered as **L.R. Plot No. 1072,** she also got her name recorded in respect of the same under **L.R.**

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Rakshit
Ashesh Rakshit

SEED
MANUFACTURING PROPRIETORS
Madhusudan Parasuraman
PARTNER

*Index : 6*

**Khatian No. 1314** and throughout her life owned and possessed the said plot of land without any hindrance & interruption of others whatsoever and thus also acquired there in a better title by way of adverse possession. Said **Smt. Prativa Rani Rakshit** also of her own fund constructed there on her said purchased property, a masonry two storied residential building & throughout her life lived there with all her family members. Thus while owning and possessing the said property as said **Smt. Prativa Rani Rakshit** died intestate on **04.08.1996** at Burdwan, her two sons aforesaid **Ashis Rakshit & Ashesh Rakshit** and her four married daughters namely **Anita Sain, Renuka Hazra, Benurani Tah & Sumita Dikpati ,** being her only legal heirs, as per Hindu Law of Succession, together in equal shares stepped into her shoes and became the owners and possessors ( each then inherited 1/6th share) of the said property left by said **Smt. Prativa Rani Rakshit.**

**AND WHEREAS** said **Renuka Hazra, Benurani Tah & Sumita Dikpati** the three daughters of said **Prativa Rani Rakshit** & the full blooded sisters of said **Ashis Rakshit** & **Ashesh Rakshit ( the OWNERS** herein) out of love and affection towards their said brothers, said **Ashis Rakshit** & **Ashesh Rakshit** ( the present Owners herein), transferred their undivided ½ (half) share in the said property to them Vide a Registered Deed Of Gift executed on **07.05.2013 ,** being **Deed No. 3632 for the year 2013** of A.D.S.R., Burdwan; the present OWNERS herein on acceptance of the said

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Rakshit
Ashesh Rakshit

S.R.D.
MAHAMAYA DEVELOPERS
PARTNER

*Index : 7*

gift, became the exclusive owners and possessors in respect of the said property thus gifted to them.

**AND WHEREAS** said **Anita Sain** the other daughter of said **Prativa Rani Rakshit** & the full blooded sisters of said **Ashis Rakshit** & **Ashesh Rakshit** (the **OWNERS** herein ), out of love and affection towards her said brothers, said **Ashis Rakshit** & **Ashesh Rakshit** ( the present Owners herein), also transferred her undivided 1/6th share in the said property to them Vide another Registered Deed Of Gift executed on **25.01.2019**, being **Deed No. 583 for the year 2019** of A.D.S.R., Burdwan; the present OWNERS herein on acceptance of the said gift too, became the exclusive owners and possessors in respect of the said property thus gifted to them.

**WHEREAS** the said landed property presently classified as "Bastu", appertaining to **C.S. Plot No. 262, R.S. Plot No. 262,** under **R.S. Khatian No. 182,** corresponding to the **L.R. Plot No. 1072, measuring an area of 0.03 acre (more or less)** , of **Mouza Balidanga** , J.L. No. 35, P.S. Burdwan Sadar, District Burdwan (Presently Purba Bardhaman), within the area of **Ward No. 15** of the Burdwan Municipality, was lawfully purchased by the OWNERS herein vide two Registered Deed Of Sale one being executed on 22.07.1963, Deed No. 5766 for the year 1963 of Burdwan D.S.R.O. & the other being executed on 09.09.1980 , being Deed No. 5326 for the year 1980 of Burdwan Joint S.R.O.

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

*Index : 8*

**AND WHEREAS** thus the **Owners** herein becoming the lawful & exclusive owners of the aforesaid properties i.e. the said plot of land & building (also more specifically described in the **Schedule** herein below), got their names lawfully mutated in the L.R.R.O.R. under **L.R. Khatian Nos. 171 & 201** respectively and even got their names mutated with the Burdwan Municipality in respect of the said Holding and also till date are discharging their all liabilities towards the State Of West Bengal & also towards the Burdwan Municipality by paying its rents towards the State of West Bengal & the Municipal tax towards the Burdwan Municipality. The Owners till date are in joint & exclusive possession of the said property as aforesaid and as also more specifically described in the **Schedule** below. The said Plot of land measuring an area about **0.140 acre** be a little more or less, under the jurisdiction of the Burdwan Municipality is free from all sorts of encumbrances whatsoever.

**AND WHEREAS** the owners decided to develop their under scheduled property. The owners herein desired to construct a multi-storied (G+V) building ( Residential / Residential cum Commercial) on the said land (even on demolishing the existing structures if any thereon) but due to paucity of fund and / or lack of experience in construction work have approached the Developer herein with a proposal to construct a multi-storied (G+V) building ( Residential / Residential cum Commercial) on the said land in accordance

*Contd. next page*

Additional District Sub Registrar
BURDWAN

23 MAR 2021

Ashis Bowmik
Ashesh Bakshi

Mandal Promoters

*Index : 9*

with the building plan to be sanctioned by the concern authority i.e. Burdwan Municipality consisting of several flats and other units and the Developer decided to develop the under "A" schedule property and the developer has accepted the proposal of the owner/s on some terms and conditions mentioned hereunder.

**WHEREAS** the developer will submit a scheme for construction of multistoried building consisting of several flats / unit / parking spaces/shop rooms etc. on the basis of sanctioned building plan, sanction in respect whereof is to be obtained from the Burdwan Municipal Authority on terms that the developer would make construction of the proposed building and with the authority and power to procure the value of Construction from the intending purchasers of flat / unit / parking space / shop rooms etc. comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the developer and would also realize the value of construction of the flat / unit / parking spaces and common parts form the intending purchaser/s directly for self and the value of proportionate share of interest in the land described in the Schedule mentioned hereunder and as would be proportionate to each such flat / unit / parking spaces and common parts for and on behalf of the owners and upon receipt of such payment from the intending purchasers the developer shall nominate the intending purchasers for purchase of the undivided, proportionate, impartiable and indivisible share or interest in the

*Contd. next page*

Additional District Sub Registrar
BURDWAN

23 MAR 2021

Ashis Rakshit
Ashesh Rakshit

Nandini Pandey
PARTNER

*Index : 10*

said land as would be proportionate to each such flat / unit / parking spaces/shop rooms etc. agreed to be acquired by the intending purchasers to the said owners who would execute proper sale deed / conveyance deed in respect of also the said undivided, impartiable and indivisible interest in the land.

**WHEREAS** the aforesaid owners have accepted the said proposal of the developer and hereby agree to appoint the developer irrevocably authorized for developing the property more fully described in the Schedule "A" hereunder written by making construction of the proposed multistoried building comprising several flats / units / parking spaces/shop rooms etc. which the developer would procure on its own and such intending purchaser/s shall pay consideration money to the developer for the undivided proportionate and impartible share of the land out of the land described in the Schedule "A" hereunder written save and except the land as would be proportionate to self contained.

**NOW THIS AGREEMENT WITHNESSTH and it is hereby agreed by and between the parties hereto as follows :**

**ARTICLE : I : DEFINITIONS**

**1.1. OWNER/S :**

**(1) MR. ASHIS RAKSHIT PAN : AVMPR8637D**

Son of Late Panchanan Rakshit, Nationality- India, by faith - Hindu, by occupation - Business, residing

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashesh Rakshit

S.B.D. MAA KAMAKHYA ENTERPRISES
PARTNER

Index : 11

at Chotonilpur Road, Near 'Nabin Sangha' Club, Burdwan Municipality Ward No. 15, P.O. Sripally, P.S. – Burdwan Sadar, District Burdwan ( Presently Purba Bardhaman ), PIN - 713103 (W.B.)

&

(2) **MR. ASHESH RAKSHIT, PAN : AVVPR3409A**

Son of Late Panchanan Rakshit, Nationality - India, by faith - Hindu, by occupation - Business, residing at Chotonilpur Road, Near 'Nabin Sangha' Club, Burdwan Municipality Ward No. 15, P.O. Sripally, P.S. – Burdwan Sadar, District Burdwan (Presently Purba Bardhaman), PIN - 713103 (W.B.).

**1.2. DEVELOPER : S.B.D. MAA KAMAKHYA ENTERPRISES**

**PAN : ADRFS6772P**

A Partnership Firm having its office at 26/1A, S.N. Roy Road, P.O.- Sahapur, P.S. - Behala, Kolkata - 700038, W.B. consisting of and the said partnership has been entered into amongst its only partners namely :

(1) **MR. NANDLAL PREMCHANDANI**

**PAN : ALIPP9596R**

Son of Late Jaisingmal Premchandani, by Nationality - Indian, by faith - Hindu, by occupation - Business,

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

*Index : 12*

residing at - 26/1A, S.N. Roy Road, P.O.- Sahapur, P.S. - Behala, Kolkata - 38, West Bengal

**(2) MRS. LILA PREMCHANDANI**

**PAN : DOQPP4420A**

Wife of Late Jaisingmal Premchandani, by Nationality Indian, by faith Hindu, by occupation - Business, residing at - 26/1A, S.N. Roy Road, P.O.- Sahapur, P.S. - Behala, Kolkata - 38, West Bengal

**(3) MRS. SATI PREMCHANDANI**

**PAN : AVEPP2237M**

Wife of Nandlal Premchandani, by Nationality- Indian, by faith - Hindu, by occupation - Business, residing at - 26/1A, S.N. Roy Road, P.O.- Sahapur, P.S. - Behala, Kolkata - 38, West Bengal

***And the said partnership firm represented herein for the purpose by its only Partner :-***

**MR. NANDLAL PREMCHANDANI**

**PAN : ALIPP9596R**

Son of Late Jaisingmal Premchandani, Nationality - Indian, by faith - Hindu, by occupation - Business, residing at - 26/1A, S.N. Roy Road, P.O.- Sahapur, P.S.- Behala, Kolkata - 700038, West Bengal

*Contd. next page*

23 MAR 2021

*Index : 13*

their legal heirs, legal representatives executors, administrator and assigns.

**1.3 PREMISES :**

Shall exclusively mean ALL THAT piece and parcel of **14 decimal**, 'Bastu' class of land at **Mouza - Balidanga**, J.L. No. 35, appertaining to R.S. Khatian No. 182, L.R. Kh. No. 201 & 171, **R.S. Plot No. - 262, L.R. Plot No. 1072**, within the local limits of Burdwan Municipality, Ward No.- 15, Holding No.-02, Mahalla - Choto Balidanga, P.S. -Burdwan, District - Purba Bardhaman, more fully and particularly described in the schedule "A" hereinafter written.

**1.4. BUILDING :**

Shall mean the multi-storied (G+V) building (Residential / Residential cum Commercial) to be constructed on the said property in accordance with the plan to be sanctioned by the Burdwan Municipality in respect of the land measuring more or less 14 Decimal, more fully described in the schedule "A" written herein below.

**1.5 BUILDING PLAN :**

Shall mean plan for the proposed construction of the multi-storied building (Residential / Residential cum Commercial) to be sanctioned by the Burdwan Municipality in the name of the owners of the premises hereof at the cost and expenses of the Developer.

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Rowlit
Ashesh Rowlit

Navdeep Promoters

*Index : 14*

**1.6 COMMON FACILITIES & AMINITIES :**

Shall mean corridors, all ways, stairways, passage, ways common lavatories, pump room, tube well, overhead tank, water pump and motor 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.

**1.7 SALEABLE SPACE :**

Shall mean the space in the said 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 include transfer by possession and by any other means adopting for effecting what is understood as a transfer of space in multi-storied G+5 building (Residential / Residential cum Commercial) the purchases whereof although the same may be not amount to be transfer in law.

**1.9 TRANSFEREE :**

Shall mean the person/s, limited company, association of person/s to whom any space in the building is subject to be transferred.

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Hebi Bakshi
Abdesh Bakshi

Advocate Howrah Municipal Corporation

*Index : 15*

**1.10 WORD IMPARTING :**

Singular shall include plural and vice-versa, masculine gender shall include femmine and neuter genders, likewise words, imparting famine genders shall include masculine and neuter genders and similar words imparting neuter gender shall include masculine and famine 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 Holding.

**1.12 CONSTRUCTED SPACE**

Shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities

**1.13 COVERED AREA**

shall mean the area of the said Unit / Shop / 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 Units / Flats / Parking Space then one - half of the area under which wall shall be included in each Unit / Flat.

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

*Index : 16*

**1.14 UNDIVIDED SHARE**

shall mean the undivided proportionate share in the land attributable to the each Flat / Unit / Parking Space comprised in the said Holding and the common portions held by and / or here in agreed to be sold to the respective Purchaser and also wherever the context permits.

**1.15 CO - OWNER**

shall according to its context mean and include all person who acquire or agree to acquire Unit / Flat / Shop / Parking Space in the Building including the Developer for the Units, Flats, Parking Spaces not alienated or agreed to be alienated.

**1.16 FLAT UNIT**

shall mean the flats and or other space or spaces intended to be built and or constructed and or covered area capable of being occupied.

**ARTICLE - II : COMMENCEMENT**

**2.1** This agreement shall deemed to be commenced on and from the date of execution of

this agreement.

**ARTICLE - III**

**OWNERS' RIGHT & REPRESENTATIONS**

**3.1** The OWNER/S hereto are absolutely seized and possessed of and / or well and sufficiently entitled to ALL THAT piece

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Keli Ranjit
Alokesh Ranjit

Bhaskar Ranjan Das

*Index : 17*

and parcel of 14 decimal, 'Bastu' class of land of Mouza - Balidanga, J.L. No. 35, appertaining to R.S. Khatian No. 182, L.R. Kh. No. 201, 171, R.S. Plot No. - 262, L.R. Plot No. 1072, within the local limits of Burdwan Municipality, Ward No.- 15, Holding No.-02, Mahalla - Choto Balidanga, P.S. - Burdwan, District - Purba Bardhaman more fully and particularly described in the schedule "A" hereinafter written.

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.

## ARTICLE - IV

## DEVELOPER'S RIGHT & REPRESENTATION

**4.1** 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.

**4.2** The OWNER/S hereby grant permission, subject to what have been hereunder provided, exclusive rights to the developer to built new multi storied ( G+V ) building (Residential / Residential cum Commercial) upon the said premises in accordance with the plan to be sanctioned by the Burdwan Municipality in the names of the owner/s with

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Neha Rakshit
Ashesh Rakshit

Nandini Pramanik

*Index : 18*

any amendment and / or modification thereto made or caused to be made by the parties thereto with the approval of the said authority.

**4.3** All applications, plans and other papers documents that may be required by the developer for the purpose of obtaining necessary sanction from the Burdwan Municipality shall be prepared and submitted by the Developer on behalf of the Owner/s and the Owner/s 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. Any agreement to sale in respect of Developer's Allocation will be signed by the Developer.

**4.4** That the Developer shall carry total construction work of the proposed G+V building (Residential / Residential cum Commercial) at his/its own costs and will take the sale proceeds of Developer's allocation exclusively.

**4.5** 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 and on behalf of the Owner as Power of Attorney Holder.

**4.6** 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

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Parikh
Ashesh Parikh

Nirmal Pawanchand

*Index : 19*

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 verse 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 are ready for giving possession to the intending purchasers, letters will be signed by the Developer as the representative and Power of Attorney holder of the Owner/s. The Developer on behalf of and as representatives and registered Power of Attorney Holder of the Owner/s will sign the Deed of Conveyance.

**4.9** All consideration costs will be borne by the Developer. No liability on account of construction cost will be charged from the Owner/s for the Owner's allocation.

## ARTICLE - V : APARTMENT CONSIDERATION

**5.1** The Developer has agreed to build the said proposed building at their own cost and expenses and the Owner/s shall not required to contribute any sums towards the consideration

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Hetal Borolit
Hitesh Borolit

Mandal Properties

*Index : 20*

and any other purpose of the said building or buildings on premises and into commercially exploit the said premises the Developer has agreed to provide the construction area in complete condition to the Owner/s' allocation.

**5.2** The Owner/s having agreed to grant exclusive right for developing the said premises in term of these presents the Developer has agreed, undertaking to build the said building at his/its own costs and expenses and the Owner/s shall not be required to contribute any sum towards construction of the said building and or development of the premises. It is hereby made clear that the Developer shall after completion of the construction of the said project in all respect deliver the possession of the Owner/s' allocation as provided herein at the aforesaid building.

**5.3** 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 Owner/s.

b) costs, charges and expenses incurred for consideration erection and completion of the said new building at the said premises.

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Parulit
Ajhesh Parulit

Manoj Kumar Chowdhury

*Index : 21*

c) costs, charges and expenses on account of preparing the plan or map for the purpose of obtaining sanction by the Burdwan Municipality.

d) cost, charges and expenses incurred for installation of engineers if any and also sewerage drainage and other connections.

e) fees payable to Architect and the engineers as also fees payable to the Burdwan Municipality 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 owner/s allocation of the said premises.

**ATRICLE : VI : OWNERS' ALLOCATION**

**6.1 The Owners jointly shall be entitled to get their Allocation and Consideration out of the proposed partly commercial cum residential G+V Storied building as stated hereunder :-**

i) One **2BHK Flat** to Each Owner each measuring an area of **900 Sq.Ft.** (Super Built Up Area) more or less, on the South

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Rakshit
Ashesh Rakshit

S B D
MAA KAMAKHYA ENTERPRISES
Nandini Ranendra
PARTNER

*Index : 22*

Eastern side of the proposed building on the **Third Floor** AND

ii) One **2BHK Flat** to Each Owner each measuring an area of **900 Sq.Ft.** (Super Built Up Area) more or less, on the North Eastern side of the proposed building on the **Fourth Floor** AND

iii) **2 Nos. Car Parking Space** (Stack parking/dependable parking) to each **Owner** each measuring **120 Sq.Ft**. (One Hundred twenty square feet) more or less in the Ground Floor of the said building **AND**

iv) An amount of **Rs.1,15,00,000/- (One Crore Fifteen Lakh)** only to be paid / has been paid by the **Developer** to the **Owners** as mentioned herein below:

a) the Developer has already paid an amount of **Rs.15,00,000/-** ( Fifteen lakh) only in the manner stated herein below;

i) Paid to **Mr. Ashis Rakshit** a sum of **Rs.2,50,000/-** (Rupees Two lakh fifty thousand) only vide Cheque No. 249054 dated 06.12.2019 of IDBI Bank, Burdwan Branch.

ii) Paid to **Mr. Ashrsh Rakshit** a sum of **Rs.2,50,000/-** (Rupees Two lakh fifty thousand)

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Rakshit
Ashesh Rakshit

S B D
MAHAMAYA ENTERPRISES
PARTNER

*Index : 23*

only vide Cheque No. 249055 dated 06.12.2019 of IDBI Bank, Burdwan Branch.

iii) Paid to **Mr. Ashis Rakshit** a sum of **Rs.2,50,000/-** (Rupees Two lakh fifty thousand) only vide Cheque No. 254065 dated 06.10.2020 of IDBI Bank, Burdwan Branch.

iv) Paid to **Mr. Ashesh Rakshit** a sum of **Rs.2,50,000/-** (Rupees Two lakh fifty thousand) only vide Cheque No. 254066 dated 06.10.2020 of IDBI Bank, Burdwan Branch.

v) Paid to **Mr. Ashis Rakshit** a sum of **Rs.2,50,000/-** (Rupees Two lakh fifty thousand) only vide Cheque No. 274675 dated 28.01.2021 of IDBI Bank, Burdwan Branch.

vi) Paid to **Mr. Ashesh Rakshit** a sum of **Rs.2,50,000/-** (Rupees Two lakh fifty thousand) only vide Cheque No. 274676 dated 28.01.2021 of IDBI Bank, Burdwan Branch.

b) The Developer shall pay a sum of **Rs.10,00,000/-** (Rupees Ten lakh) only, in equal shares to the Owners, after obtaining the Sanction of the Building Plan for the said project

and

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Rahi Poddar
Ashish Poddar

Manoharal Poddar
PARTNER

*Index : 24*

c) the Balance **i.e. Rs. 90,00,000/-** ( Thirty Ninety Lakh) only be paid by the Developer to the Owners in equal shares, as per terms to be mutually agreed upon by the Developer and the Owners, but only after two years from the date of commencement of work and the same shall be paid up within 4 (four) years of such commencement.

## ARTICLE - VII : DEVELOPER'S ALLOCATION

**7.1** The Developer herein shall be entitled to get the **entire portion of the said G+V storied Building subject to the Owners' Allocation as aforesaid** of the proposed multi-storied building (Residential / Residential cum Commercial). TOGETHER WITH undivided proportionate land beneath the building and common areas and facilities of the proposed multi-storied building, with the absolute right of the developer to enter into agreement for sale with intending purchaser/ purchasers by any of Transfer of property Act and /or Lease or let out, or in any other manner.

That in pursuance of this Agreement the Land Owner/s shall appoint the second part as their attorney for construction / development of the under mentioned schedule property & to that effect shall execute & register a 'General Power Of Attorney' subsequent to the registration of these presents.

*Contd. next page*

Additional District Sub Registrar
BURDWAN

23 MAR 2021

Asli Parbati
Ghosh Parbati

Bhaskar Ghosh

*Index : 25*

## ARTICLE VIII : PROCEDURE

**8.1** The Owners shall grant to the developer or execute a Registered Development Power of Attorney for construction of the building and also for pursuing and following up the matter with the Burdwan Municipality and other authorities and also for selling, transferring and conveying the Developer's allocation and handing over physical as well as legal and identical position of the developer's allocation to the intending purchaser/ purchasers.

## ARTICLE IX : SPACE ALLOCATION

**9.1** After completion of the building the Owner/s shall be entitled to obtain physical possession of the Owners' allocation as aforesaid. The entire constructed area and other portions of the said building shall belong to the Developer only.

**9.2** Subject as aforesaid and subject to Owners' allocation as aforesaid, the undivided proportionate right title and interest in common facilities and amenities and common portion of the said building and the open space shall exclusively belong to the developer contained herein.

**9.3** The Developer shall have full right to transfer or deliver of possession of their allocation to the proposed purchasers at their sole discretion and the owners shall not have any claim interest of the said building save and except Owners'

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Kalyani Roychoudhury
Ashish Raksit

Partner



allocation. The roof of the said subject multi-storied building will commonly be used by the flat owners but the right, title and interest of the roof of the said building will always remain in the possession of the Developer.

**9.4** The Developer herein may use the said roof for further construction of floor/floors if he/it can obtain necessary sanction/permission from the competent authority of the Burdwan Municipality and the use and occupation of the roof by the flat Owners will temporarily be ceased while the construction will be continued and after completion of the proposed floor the flat owners will use the roof of the newly constructed floor/ flats as before and in that event owner/s of the land will not raise any objection whatsoever in nature and that if and when the local authorities permits to extend any further floor over the existing G+IV/G+V storied building, the developer will get first preference by executing a separate Supplementary Agreement, the said newly constructed floors/ flats/Apartment/Unit(s) shall be shared as mutually agreed upon between both parties by way of a Supplementary Agreement.

**9.5** The Owner/s shall be entitled to transfer or to take advance as booking money or otherwise deal with the Owners' Allocation as aforesaid in the said building , only after obtaining the possession letter from the Developer on

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Rekha Poddar
Rajesh Poddar

S R D
REALTORS & ENTERPRISES
Sandeep Ramchandani
PARTNER



completion of the said building In that case the Owners' Allocation will be signed by the Developer in favour of the intending Buyers or his legal heirs and agents at their own cost only after the payment of any outstanding or financial dues to the Developer or any other tax or fees by the owners to the Developer.

## ARTICLE - X : BUILDING

**10.1** The Developer shall at the Developer's own costs 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 "B" hereunder written and as may be recommended by the Architect/ Engineer from time to time.

**10.2** Subject to aforesaid the decision of the Developer regarding the quality of the materials shall be final and binding on the parties hereto provided the Developer shall use the standard quality materials.

**10.3** The Developer shall erect in the said building at the Developer's own costs standard New Pump Set. Deep Tube well, overhead reservoir, electric wirings, and other facilities as are required to be provided in a residential building self contained apartment and constructed for sale of flats, shops,

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

garage and / car parking space herein on ownership basis and as mutually agreed by the decision of the Developer.

**10.4** The Developer shall be authorized in the name of the Owner/s in so far as it is necessary to apply for and obtain quotes, entitlements and other allocation of or for comment, all types of steels, bricks other building materials and accessories allocable to the owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, drainage, sewerage, electricity and / or other facilities by the Developer if and available to the new building and the imputes and facilities required for the construction or enjoyment of the building from cost for which purpose the Owners has to be executed a registered Development Power of Attorney in favour the Developer.

**10.5** The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner/s construct and complete the said proposed building and various units and/or apartments therein.

**10.6** 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.

*Contd. next page*

Seal of the Additional District Sub Registrar, Burdwan, District-Purba Bardhaman

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Prasad
Ashesh Prasad

Manoj Pramanik

*Index : 29*

**10.7** The charges for installation of transformer shall be borne by the Developer or intending buyers of Developer's Allocation and the charges of individual meters for Flats shall be borne by the intending buyers and the Owner/s for their respective Flats.

**10.8** That the Owner/s also agreed to execute and REGISTER A "DEVELOPMENT POWER OF ATTORNEY" OR "A GENERL POWER OF ATTORNEY AFTER THE REGISTERED DEVELOPMENT AGREEMENT" in favour of the Developer herein for the completion and running the construction work smoothly of the said proposed multi-storied building on this day of execution of this agreement.

## ARTICLE - XI : COMMON FACILITIES

**11.1** The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing the due and as and from the date of starting of the construction of the building.

**11.2** As soon as the building is completed, the Developer shall give written notice to the Owner/s requesting the Owner/s to take possession of the Owner/s Allocation as aforesaid. Then from the commencement of subsequent month from the date of service of such notice and at all times thereafter the Flat Owner/s shall be exclusively responsible for payment of proportionate Govt. and property taxes, rates,

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

duties, due and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the Owners' Allocation, the said rates to be prorate with reference to the saleable space in the building if any are levied on the building as a whole.

**11.3** The Owner/s 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 agreed upon between the Owner/s and the Developer and both the 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 case may be consequent upon a default by Owner/s or the Developer in this behalf.

**11.4** 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 said rates and service charges for the common facilities including any other Central and State taxes or charges as

*Contd. next page*

Seal of the Additional District Sub Registrar, Burdwan, Bardhaman

Additional District Sub-Registrar
BURDWAN
23 MAR 2021

Ashis Poddar
Ashesh Poddar

Kaushal Pancharia
PARTNER

*Index : 31*

applicable as it is done in case of apartment owners under Apartment Ownership Act.

**11.5** Both the Developer and the Owner/s herein shall enjoy their respective allocations/portions in the said building under their occupation forever with absolute right or alteration, transfer, sale, gift etc and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

**ARTICLE - XII : COMMON RESTRICTIONS**

**12.1** 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.

**12.2** Neither the Flat owners shall demolish or permit to 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 effecting the outer elevation and structural design of the said building.

**12.3** 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 an written

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Poddar
Ashesh Poddar

Nimmal Poddar

*Index : 32*

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 say all and whatsoever shall be payable in relation to the area in each of their respective possession.

**12.4** Both parties shall abide by all law, bye-laws, rules and regulations of the Government, statutory bodies and / or local bodies as the case may be and shall bound to answer and be responsible for any deviation and / or breach of any of the said laws, bye-laws and regulations. It is to be mentioned hereby barring the violation of sanctioned plan and safety of construction.

**12.5** 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.

**12.6** 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 the Flat

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashish Poddar
Ashish Poddar

Hrudaya Pancharadhan



owners / occupiers of the said building harmless and indemnified from the against the consequences of any breach.

**12.7** 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 cause in any manner in the free movement of users in the corridors and other places of common use in the building.

**12.8** 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.

**12.9** 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 / or 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.

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Rohatgi
Ashesh Rohatgi

S.B.C.
MAHAVIR ENTERPRISES
PARTNER

*Index : 34*

## ARTICLE - XIII : OWNERS' OBLIGATIONS

**13.1** The Owner/s 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 building at the said premises in favour of the intending buyers of flats / apartments/units in the said building, the owners further gives undertaking for and on behalf of his agents, servants representatives for similar act at their own liability and responsibility.

**13.2** The Owner/s do hereby agrees and covenant with the Developer not to let out grant lease mortgage and / or charge or part with possession of the said land or any portion thereof without the consent in writing of the Developer herein from the date of execution of this agreement and the Developer herein shall built up boundary wall surrounding the "A" schedule property at their own cost and both the parties herein shall make Settlement, Mutation and local authority mutation in the name of the Owner/s herein, if required at the Owner/s' Cost.

**13.3** It is mutually agreed between the Owner/s and the Developer that the completion period of construction of the proposed G+IV/G+V storied building shall be 48 (forty eight) months from the date of handing over the vacant and peaceful

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashish Parekh

Ashish Parekh

Advocate & Practicing Lawyer

*Index : 35*

possession of the said land for development purpose by the Owner/s to the Developer, or, execution of this Registered Agreement, whichever is later.

**13.4** The Owner/s shall handover the vacant possession of the said land for development purpose to the Developer and in view of that the Owner/s shall be bound to clear and vacate the said land by evicting the tenants or lawful/unlawful possessors, if any, from the property at their own risk and costs if any.

**13.5** The Owner/s for the purpose of this Development / Construction Agreement shall be duty bound to empower the Developer herein by executing a "Registered General Power of Attorney" in favour of the Developer soon after registration of these presents and the Owner/s 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 Developer's allocation is lawfully disposed off and handed over to the prospective transferees.

**13.6** No part of the said properties and / or premises is subject to any order of acquisition or requisitions have been served upon the owner/s.

The said properties and / or premises have not been subject to any notice of attachment under public demands recovery

*Contd. next page*

District Sub Registrar, Burdwan, Dhakuria-Pole Bardhaman

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashi Dalvadi
Ashish Dalvadi

Abhedra Promoters

*Index : 36*

act or for payment of Income Tax and and Govt. authority dues of any statutory dues whatsoever by or however.

**13.7** The Owner/s herein undertake 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.

**13.8** The said premises does not belong to any public work or for any private work and / or dues not belong to any temple, church, mosque or under any Trust Private or public or any endowment.

**13.9** The Owner/s 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 involvement on the part of the Owner/s hereto. The Owner/s henceforth for all times to come shall not raise any claim and/or press for any other consideration the 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 name and to appropriate the said proceeds of the flats/units/apartments, shops, garages, car parking space of the said building of

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashi Lakshit
Ashesh Lakshit

Niranjan Prem Chandani
PARTNER

*Index : 37*

their allocation at their sole discretion without having any attachment and/or share thereon of the Owner/s hereto.

**13.10** That the Owner/s or the intending buyers of Owners' Allocation herein agreed to pay necessary amount for installation of their necessary electric meters and connection in their allocated portion/flat.

**ARTICLE - XIV : DEVELOPER'S OBLIGATIONS**

**14.1** The Developer doth hereby agrees and covenants with the owners to complete the construction of the building within **04 (four) years** from the date of sanction of building plan.

**14.2** The Developer hereby agrees and covenants with the Owner/s not the violate or contravenes any of the provision of rules applicable in construction of the said building.

**14.3** The Developer hereby agrees and covenants with the Owner/s not to do any act deed or things whereby to prevent the Owner/s from enjoying selling, assigning and/or disposing of any of the Owner/s Allocation as aforesaid, subject the Owners fulfilling and paying any financial outstanding / liability in respect to the said Flat /unit/space.

**14.4** 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 "B" hereunder written as Owners' Allocation within **04 (four)**

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Rakshit
Ashesh Rakshit

Neel Cal Promoters

*Index : 38*

**years** from the date of sanction of the building plan of the proposed multistoried building in favour of the Owner/s herein.

## ARTICLE - XV : INDEMNITY

**15.1** The Developer hereby undertake to keep the Owner/s indemnified against third Party claiming and actions arising out of any sort of act of occupation of the developer in relation to the construction of the said building and the Owner/s also undertake to the same.

**15.2** The Developer hereby undertakes to keep the land Owner/s, 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 any defect therein with regard to the said construction therein.

**15.3** The Owner/s also indemnify against all claims right and keep the Developer indemnified arising out in respect of the title and possession.

## ARTICLE - XVI : FORCE MAJEURE

**16.1** 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

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

the force majeure and shall be suspended from the obligations during the duration of the force majeure.

**16.2** Force majeure shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, non-availability of labours and / or building materials and / or any other or further commission beyond the reasonable control of the developer.

## ARTICLE - XVII : ARBITRATION

**17.1** If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability at any of the parties under this agreement, the same shall be referred to the arbitration of a simple arbitrator, in case the parties agrees to the case otherwise to two arbitrators are to be appointed by such of the parties in dispute and the same shall be deemed to be a reference within the meaning of an arbitration Act. 1996 or any statutory modifications there under in force or effect.

## ARTICLE - XVIII : PENAL CLAUSE

**18.1** It is made clear that, in the event the Developer fails and/or neglect to start the construction work or fail to complete the proposed building within the time mentioned for such construction even after obtaining sanctioned building Plan from the concerned authority as well as receiving the vacant

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

possession of the land free from all encumbrances from the Owner's as per the terms of this Agreement, then, in that case, the Developer shall pay damages to the Owner/s in accordance with law.

**18.2** 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 Owner/s or any of the Owner/s and/ or agents, or any person claiming any right under the Owner/s, 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 Owner/s in the meantime along with the amount, if any, spent on account of the construction work of the building together with damages and interest and sue against the Owner/s.

**18.3** Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning construction or impart of this agreement of their respective rights and liabilities as per this agreement shall be adjudicated by reference to arbitration of the independent arbitrators, one to be appointed by each party they shall jointly appoint an umpire of the commencement of the reference and the Award of the Arbitrators or the Umpire in such eventually shall be final and conclusive on

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Prosad
Ashish Rakshit

Index : 41

the subject to between the parties and this clause shall be deemed to be a submission within the meaning of conciliation and Arbitration (Act XIV of 1996) at its statutory modifications and/or reenactment thereof in force from time to time.

**18.4** Notwithstanding the Arbitration clause as referred to herein above, the right to sue for specific performance of this contract by any party against the other as per the terms.

## ARTICLE - XIX

## PLANS & OTHERS

**19.1** That the Owner/s shall make out marketable title to the Schedule property mentioned hereunder free from all encumbrances upto the satisfaction of the developer or their/ its advocate.

**19.2** That the Owners shall hand over the Original of all relevant documents, settlement records, Municipal Tax Receipt (Current), Ground Rent Receipt and other relevant documents to the Developer at the time of execution of this agreement , with proper receipt.

**19.3** The Developer acting on behalf of and as Attorney of the Owner/s 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

*Contd. next page*

Additional District Sub Registrar
BURDWAN

23 MAR 2021

Ashis Rakshit
Ashesh Rakshit

S.B.D.
Mandal Properties
PARTNER

*Index : 42*

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

**19.4** 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 Owner/s are required for the said purpose the Owner/s shall sign the same and also shall Co-operate in all matters in respect of getting supplementary sanction of Building Plan.

## ARTICLE- XX

## OCCUPANT

**20.** All the areas to be vacated by the Owner/s in all respect and handed over to the Developer for the purpose of Construction.

## ARTICLE - XXI

## POSSESSION AND PAYMENT

**21.1** Within 15 days from the date of execution of this Agreement, the Owner/s shall put the Developers in the exclusive possession to the said Holding as agreed upon.

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Paudel
Ganesh Pandit

Residential Premises

*Index : 43*

**21.2** That the Developer shall be entitled to collect and realize consideration money for and on behalf of the Owner/s from the intending purchasers for flat / unit / parking spaces, price of the undivided, proportionate and impartiable share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common areas.

**21.3** The flats will not be considered as complete unless the Developer has given notice to this effect to the flat Owner/s or the Association that the building is complete and the said building shall be deemed to be completed in all regards.

## ARTICLE - XXII

## SPACE ALLOCATION

**22.1** The Developer and the Owner/s shall be entitled to deal with sell, transfer, grant leases and / or in anyway to dispose of their respective allotments and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required, provided both the parties have satisfactorily fulfilled any of their financial commitments/outstanding to the other party.

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Poddar
Ashesh Poddar

Abhishek Poddar

*Index : 44*

## ARTICLE - XXIII

## DELIVERY OF POSSESSION

**23.1** The Developer shall not incur any liability for any delay in the delivery of possession by reason of Civil commotion or for any Act of God or due to any injunction or Prohibitory. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 6 months from the date of withdrawal of restriction order

**23.2** That immediately after completion of the new building the Owner/s shall execute deed or Deeds of Conveyance in respect of the undivided share of interest on the land of such part or parts as shall be required by the Developer in favour of the Developer or its prospective Buyer/s as nominated by the Developer, if required.

## ARTICLE - XXIV

## ARCHITECTS, ENGINEERS ETC.

**24.1** That for the purpose of the development of the said Holding the Developer shall alone be responsible to appoint Architect for the said 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

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Pandit
Ajlesh Pandit

Manoj Kumar Chowdhury
PARTNER

*Index : 45*

completion of the building shall be final conclusive and binding on the parties.

**24.2** 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 - XXV

## INDEMNITY

**25.1** 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 Intending Purchaser/s or the Developer or its nominee or nominees.

**25.2** 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 Owner/s or the intending buyers of Owner's Allocation.

## ARTICLE - XXVI

## OBLIGATIONS OF THE OWNERS

**26.1** The Owner/s shall also execute separate Power of Attorney, to empower the Developer to sell their share and deliver possession thereof and the said Power of Attorney shall

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Parekh
Ashesh Parekh

Index : 46

remain in force or be effective so long the Developer has sold out / transferred by Registered Deeds, the entire Developer's Allocation in the said building to the prospective buyers/transferees.

**26.2** The Owner/s shall execute Supplementary Agreement with the Developer for any further amendments, alternations or modifications, which are not possible to state at present.

**26.3** The Owner/s 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.

## ARTICLE - XXVII

## MISCELLANEOUS

**27.1** The Owner/s and the Developer have entered into the agreement on the basis of Development/Construction agreement and under any circumstances this shall not be treated as partnership and/or associations of persons as between the Owner/s and the Developer.

**27.2** After possession of the premises, be given by the Owner/s and complied with other obligations liabilities and conditions as made before by the Owner/s, the Developer shall start construction of the said building of the said premises.

**27.3** The Owner/s shall not be liable for any income Tax Wealth Tax or any other taxes in respect of the Developer's allocation

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Rakshit
Ashesh Rakshit

Manoj Kumar Agarwal

*Index : 47*

and the Developer shall be liable to make payment the same and keep the Owner/s indemnified against all actions suits proceedings costs charges and expenses in respect thereof.

**27.4** 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 Owner/s if delivered by and or sent by prepaid registered post to the registered office of the Developer.

**27.5** The Developer shall frame scheme for the management and Administration of the said building and/or common parts thereof. The Owner/s 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 incharge 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 Owner/s of the respective flat shall maintain the said building after the hand over possession to the prospective buyers by the Developer.

**27.6 The name of the Building shall be " S.B.D. PRATIVA " .**

**27.7** The Developer shall mutate the names of the existing Flat Owner/s if necessary or to be mutated in the records of the

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Kovalit
Ashesh Kovalit

Authorised Signatory

*Index : 48*

Burdwan Municipality in respect of the said Holding at the cost of the Flat Owner/s for which the Flat Owner/s 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 Owner/s and or their transferee shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes payable in respect of their respective spaces.

**27.8** The proposed building to be constructed by the Developer shall be made in accordance with the specifications more fully and particularly mentioned and described in the Schedule - B hereunder written.

**27.9** It is made clear the at the top-most of the building including stair cover and proper walls to be constructed shall remain common for all the Flat Owner/s, but the right, title of the roof belongs to the Developer and the Owner/s

**27.10ADVOCATE** shall mean such person whom the Developer may appoint in due course of time.

**27.11**Possession of Owner/s share/allocation shall be given only after completion of the proposed building and only after the Owner/s has met up /fulfilled any financial outstanding / liability with respect to his share/Allocation i.e. payment of

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ankit Rakshit
Rakesh Rakshit

Manoj Pawanikar

*Index : 49*

any other taxes as applicable as per central or State Government norms excluding payment of GST which will be paid by the Developer.

All the Original Documents of the Land shall be handed back to the Land Owner/s 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.

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.

**27.12** The bill for the Common Electric meter shall be borne by the Owner/s and the Developer or the respective buyers of their Allocation as fixed by the Developer.

**27.13** All the disputes regarding existing tenants if any of the premises shall be solved by the Land Owners herein at his own cost and liabilities. In this regard the Developer shall have no liability.

**27.14** That however for the purpose, of the aforesaid total agreed amount of Rs.1,15,00,000/- (One Crore Fifteen Lakh) only,

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Ranjit
Ashesh Ranjit

Manoj Ranjan

*Index : 50*

as a token of consideration, on or before execution of these presents and as aforesaid, the Developer paid an amount of **Rs. 7,50,000/-( Seven Lakh Fifty thousand)** Only unto the each land Owner, in total Rs.15,00,000/- (fifteen lakh ) only to them by several Cheques, the receipts whereof the Owners too hereby acknowledge.

**27.15**(i) The present agreement will be in force till the completion of the project and during pendency of the project if any party die, his/her/their legal heirs/ successors/administrators will be bound to obey the terms and conditions of the present agreement and will be bound to execute supplementary agreement with the other party.

(ii) That the Developer can not lein and/or mortgage the said property of the Owners to any financial institution to avail any sorts of loan out of the said property of the owners.

(iii) That the Owner/s shall not cancel and/or revoke the said Power of Attorney until the Developer has sold and/or transferred its entire Allocation in the said Project/Building completely to the intending Buyer/s or Transferee/s.

(iv) That the Owner/s shall not be entitled to sell/ transfer/book/take advance from any intending

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Rakshit
Ajkesh Rakshit

Bandhan Housing Finance Limited

*Index : 51*

Buyer/s or Transferee/s towards their own Allocation, till the completion of the said project/ building and also until the Developer has handed over their respective possession of the Owners' Allocation and/or handed over the possession letter for the same.

**THE SCHEDULE "A" ABOVE REFERRED TO**

**ALL THAT PIECE AND PARCEL** of 'Bastu' class of land measuring an area of **14 (Fourteen) decimal**, of **Mouza - Balidanga**, J.L. No. 35, appertaining to R.S. Khatian No. 182, **L.R. Khatian No. 201 & 171**, R.S. Plot No. – 262 , corresponding to the ; **L.R. Plot No. 1072**, within the local limits of the Burdwan Municipality, Ward No.- 15, bearing Holding No.- 02, at Mahalla - Chotobalidanga, P.S. – Burdwan Sadar, District - Purba Bardhaman

**Which is butted and bounded by :**

| | | |
|---|---|---|
| **ON THE NORTH** | : | **by 10 ft. wide passage** |
| **ON THE SOUTH** | : | **by House of T. Dutta** |
| **ON THE EAST** | : | **by 28 ft. wide Chotonilpur Road** |
| **ON THE WEST** | : | **by Tank** |

**THE SCHEDULE "B" ABOVE REFERRED TO**

| | | |
|---|---|---|
| **FOUNDATION** | : | **R.C.C. Foundation** |
| **SUPER STRUCTURE** | : | **R.C.C. Framed structure** |

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Poddar
Ashesh Poddar

Manohar Pharmaceuticals

*Index : 52*

| | | |
|---|---|---|
| **WALLS** | : | 8" thick wall on external face and 5" and 3" Thick brick partition wall with cement mortar. |
| **FLOOR** | : | Marble (Maximum 2'-0" size). Skirting height not exceeding 4 inch. |
| **DOORS** | : | Salwood frame, commercial flush door for inside room and entrance door PVC door shall be provided in toilet. |
| **WINDOW** | : | Two track natural anodised aluminum sliding With glass paneling shall be provided in all the windows. Toilets to be provided with louvered glass aluminum window. Stair case windows shall be of M.S. Flat with glass panes and integrated grill. |
| **GRILLS** | : | Flat grills (integrated type) made of M.S. Flat Shall be provided to all windows (except toilets) As per the design/choice of the developer. |

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashlesh Parekh
Ashlesh Parekh

S.B.C.
MANUFACTURING ENTERPRISES
Mr. Ashlesh Parekh
PARTNER

*Index : 53*

**KITCHEN** : Green marble cooking platform, marble floor, green marble sink, two and half feet high glazed titles over cooking platform.

**TOILET** : Flooring marble with glazed, Title dado up to door height from floor level on all sides, one wash basin, One shower with arrangement for hot & cold water line, European type W.C. pan with low down flushing cistern will be provide in common/bigger bathroom. One European type W.C. pan with low down flushing cistern along with one tap point shall be provided in attach/smaller toilet.

**EXTERNAL PLUMBING** : All external soil vent and waste, sanitary fixtures, pipes of P.V.C. Rain water pipes of P.V.C. will be provided.

**WATER SUPPLY** : Separate water supply line for each flat connected to main Distribution line from overhead tank to filled up by Electric sub-mursible pump from underground.

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashwini Rakshit
Jyotsnaa Rakshit

S.B.R.
MAHAMAYA ENTERPRISES
Nirmal Prasad Rakshit
PARTNER

*Index : 54*

| | | |
|---|---|---|
| **ELECTRIFICATION** | : | Adequate numbers of light and fan points of Concealed copper wiring, switch board flush with walls with Acrylic/Bakelite cover. |

**Each residential flat will have the following electrical points :-**

| | | |
|---|---|---|
| **a) EACH BED ROOM** | : | One light points, one fan point, one plug point and one tube light point. One A.C. point in any one bed room. |
| **b) LIVING CUM DINING** | : | One light point, one tube light point, one freeze point (15 amp.) One Fan point, One T.V. point. |
| **c) KITCHEN** | : | One light point, one exhaust fan point and one plug point.(For Mixer/Micro Oven) |
| **d) TOILET** | : | one light point and one plug point.(For exhaust, one gedger point). |
| **INTERNAL WALL** | : | All internal wall and ceilings will be cement Plastered and with plaster of Paris finish. |
| **BALCONY** | : | One Light point. |

*Contd. next page*

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

Ashis Rakshit
Agnesh Rakshit

Manikal Pramanik

*Index : 55*

**WOODEN & STELL SURFACE :**

**EXTERNAL WALL : Weather coat paint.**

**PARKING AREA : The open parking area will be finished with P.C.C. and the Ceiling and walls of the parking space will be finished white lime work.**

**LIFT : As per Developer's choice.**

**THE SCHEDULE "C" ABOVE REFEERRED TO**

**(COMMON AREAS AND FACILITIES)**

**The Owner/s of the Land along with other Co-Owners occupiers, society or syndicate or association shall allow each other the following easement and quasi-easements right, privileges etc.**

**i) Land under the said building described in the Schedule "A".**

**ii) All paths, passages, drains ways in the said building.**

**iii) General lighting of the common portions and spaces and installations of common electric meter.**

**iv) Stair and Staircase landings.**

**v) Lobbies in each floor.**

**vi) Common septic Tank.**

**vii) Common water Pump.**

**viii) Common water Tank.**

*Contd. next page*

A(12)

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

*Index : 56*

ix) **Common Electric Line.**

x) **Water and sewerage evocation from the pipes of the every flat, units, Apartment to drain and sewerage common in the said building.**

**IN WITNESS WHEREOF the OWNERS and the DEVELOPER herein set and subscribed their respective hands & seals on the date, month & year as first above written.**

**WITNESS :**

1. Dibyendu Bhowmik
S/o Late Dilip Bhowmik
Tehatta, Bardhaman

Ashi Rakshit

Ashesh Rakshit

2. [illegible]

**SIGNATURE OF THE OWNERS / LAND OWNERS**

3. Sanjay Samar
S/o Late Sukanjeh Samar
Burdwan - 3

S B D
MAA KAMAKHYA ENTERPRISES
Manoklal Premchand
PARTNER

**SIGNATURE OF THE DEVELOPER**

*Drafted by me & typed in my office :*

(Samar Roy)
Advocate
District Judge's Court, Purba Bardhaman
Enrolment No. : WB/369 of 1998

*Computerised typed by :*

(Sandip Roy)
"Solutions", Court Compound (S), Purba Bardhaman

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

| | Little | Ring | Middle | Index | Thumb |
|---|---|---|---|---|---|
| Left Hand Impression | | | | | |

| | Thumb | Index | Middle | Ring | Little |
|---|---|---|---|---|---|
| Right Hand Impression | | | | | |

Ashis Rakshit
SIGNATURE

| | Little | Ring | Middle | Index | Thumb |
|---|---|---|---|---|---|
| Left Hand Impression | | | | | |

| | Thumb | Index | Middle | Ring | Little |
|---|---|---|---|---|---|
| Right Hand Impression | | | | | |

Ashesh Rakshit

Ashesh Rakshit
SIGNATURE

| | Little | Ring | Middle | Index | Thumb |
|---|---|---|---|---|---|
| Left Hand Impression | | | | | |

| | Thumb | Index | Middle | Ring | Little |
|---|---|---|---|---|---|
| Right Hand Impression | | | | | |

Nandlal Premchandani

Nandlal Premchandani
SIGNATURE

Additional District Sub-Registrar
BURDWAN

23 MAR 2021

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

**ADRFS6772P**

नाम / Name
**S B D MAA KAMAKHYA ENTERPRISES**

निगमन/गठन की तारीख
Date Of Incorporation/Formation
**04/06/2018**

Scanned with OKEN Scanner

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ASESH RAKSHIT

PANCHANAN RAKSHIT

03/09/1972

Permanent Account Number
AVVPR3409A

Signature

Asesh Rakshit

আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1058/20120/00619

To

অসেশ রক্ষিত

ASESH RAKSHIT

chottonipur

Burdwan

Sripalli

Burdwan - I Bardhaman

West Bengal 713103

16/09/2013

37302204

MN373022040FT

আপনার আধার সংখ্যা / Your Aadhaar No. :

**9988 5732 3838**

আধার – সাধারণ মানুষের অধিকার

ভারত সরকার

Government of India

অসেশ রক্ষিত

ASESH RAKSHIT

পিতা পঞ্চানন রক্ষিত

Father PANCHANAN RAKSHIT

জন্মতারিখ / DOB 11/06/1963

পুরুষ / Male

9988 5732 3838

আধার – সাধারণ মানুষের অধিকার

Asesh Rakshit

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

NANDLAL PREMCHANDANI
JAISINGH MAL PREMCHANDANI
12/11/1972

Permanent Account Number
ALIPP9596R

Signature

Nandlal Premchandani

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

নথিভুক্তির আই ডি / Enrolment No.

To

নন্দলাল প্রেমচান্দানী

Nandlal Premchandani

26/1A S N ROY ROAD

Bahapur S O

Bahapur Kolkata

West Bengal 700038

RN16211552205F

আপনার সংখ্যা / Your No.

7966 7559 7675

আমার অধিকার - সাধারণ মানুষের অধিকার

ভারত সরকার

GOVERNMENT OF INDIA

Nandlal Premchandani

Father: JAITANJI MAL PREMCHANDANI

Year of Birth: 1972

Male

7966 7559 7675

আমার অধিকার - সাধারণ মানুষের অধিকার

Nandlal Premchandani

भारत सरकार

Dibendu Bhunmali
DOB 20/04/1990
Male / MALE

6706 0426 2593

भारतीय विशिष्ट पहचान प्राधिकरण

Address:
S/O Dilip Bhunmali Kanchan
road bhudram para
Bardhaman (m) Bardhaman
West Bengal 713103

6706 0426 2593

AADHAAR

Dibyendu Bhunmali

## Major Information of the Deed

| | | | |
|---|---|---|---|
| ...no : | I-0203-06616/2021 | Date of Registration | 28/08/2021 |
| ...y No / Year | 0203-2000628262/2021 | Office where deed is registered | |
| ...ery Date | 22/03/2021 7:19:23 AM | 0203-2000628262/2021 | |
| ...pplicant Name, Address & Other Details | SAURAV ROY<br>DISTRICT JUDGES COURT, PURBA BARDHAMAN,Thana : Bardhaman , District : Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No : 9832166703, Status :Advocate | | |

| Transaction | Additional Transaction |
|---|---|
| [0110] Sale, Development Agreement or Construction agreement | [4311] Other than Immovable Property, Receipt [Rs : 1,15,00,000/-] |
| Set Forth value | Market Value |
| | Rs. 1,10,30,307/- |
| Stampduty Paid(SD) | Registration Fee Paid |
| Rs. 20,001/- (Article:48(g)) | Rs. 1,15,007/- (Article E, B) |
| Remarks | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip (Urban area) |

### Land Details :

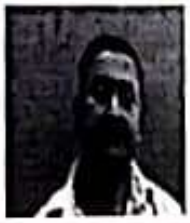
Distnct: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Chotonilpur Main Road, Mouza: Balidanga, , Ward No: 15, Holding No:2 Jl No: 35, , CHOTOBALIDANGA Pin Code : 713103

| Sch No | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---|---|---|---|---|---|---|---|---|
| L1 | LR-1072 (RS :- ) | LR-171 | Bastu | Bastu | 6.5 Dec | | 51,21,214/- | Width of Approach Road: 28 Ft., Adjacent to Metal Road, |

Distnct: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Chotonilpur Main Road, Mouza: Balidanga, , Ward No: 15, Holding No:02 Jl No: 35, , CHOTOBALIDANGA Pin Code : 713103

| Sch No | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---|---|---|---|---|---|---|---|---|
| L2 | LR-1072 (RS :- ) | LR-201 | Bastu | Bastu | 7.5 Dec | | 59,09,093/- | Width of Approach Road: 28 Ft., Adjacent to Metal Road, |
| | Grand Total : | | | | 14Dec | 0 /- | 110,30,307 /- | |

## Details :

| | Name,Address,Photo,Finger print and Signature | | | |
|---|---|---|---|---|
| | **Name** | **Photo** | **Finger Print** | **Signature** |
| | **Mr ASHIS RAKSHIT (Presentant )**<br>Son of Late PANCHANAN RAKSHIT<br>Executed by: Self, Date of Execution: 23/03/2021<br>, Admitted by: Self, Date of Admission: 23/03/2021 ,Place : Office |  <br>23/03/2021 |  <br>LTI 23/03/2021 | Ashis Rakshit<br>23/03/2021 |
| | CHOTONILPUR ROAD, NEAR NABIN SANGHA CLUB, City:- Burdwan, , P.O:- SRIPALLY, P.S:- Bardhaman<br>, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AVxxxxxx7D, Aadhaar No: 76xxxxxxxx7072, Status :Individual, Executed by: Self, Date of Execution: 23/03/2021<br>, Admitted by: Self, Date of Admission: 23/03/2021 ,Place : Office | | | |
| 2 | **Name** | **Photo** | **Finger Print** | **Signature** |
| | **Mr ASHESH RAKSHIT**<br>Son of Late PANCHANAN RAKSHIT<br>Executed by: Self, Date of Execution: 23/03/2021<br>, Admitted by: Self, Date of Admission: 23/03/2021 ,Place : Office |  <br>23/03/2021 | LTI 23/03/2021 | Ashesh Rakshit<br>23/03/2021 |
| | CHOTONILPUR ROAD, NEAR NABIN SANGHA CLUB, City:- Burdwan, , P.O:- SRIPALLY, P.S:- Bardhaman<br>, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AVxxxxxx9A, Aadhaar No: 99xxxxxxxx3838, Status :Individual, Executed by: Self, Date of Execution: 23/03/2021<br>, Admitted by: Self, Date of Admission: 23/03/2021 ,Place : Office | | | |

## Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|---|---|
| 1 | **S.B.D. MAA KAMAKHYA ENTERPRISES**<br>26/1A S N ROY ROAD, City :- , P O - SAHAPUR, P S -Behala, District -South 24-Parganas, West Bengal, India, PIN - 700038 , PAN No :: ADxxxxxx2P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

...tative Details :

...ame,Address,Photo,Finger print and Signature

| Name | Photo | Finger Print | Signature |
|---|---|---|---|
| Mr NANDLAL PREMCHANDANI<br>Son of Late JAISINGMAL PREMCHANDANI<br>Date of Execution - 23/03/2021, , Admitted by: Self, Date of Admission: 23/03/2021, Place of Admission of Execution: Office |  <br>Mar 23 2021 2:12PM |  <br>LTI 23/03/2021 | Nandlal Premchandani<br>23/03/2021 |

26/1A S N.ROY ROAD, City - , P.O.- SAHAPUR, P.S.-Behala, District -South 24-Parganas, West Bengal, India, PIN - 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx6R, Aadhaar No: 79xxxxxxxx7675 Status : Representative, Representative of : S.B.D. MAA KAMAKHYA ENTERPRISES (as PARTNER)

**Identifier Details :**

| Name | Photo | Finger Print | Signature |
|---|---|---|---|
| Mr DIBYENDU BHUIMALI<br>Son of Mr DILIP BHUIMALI<br>ICHHLABAD, City - Burdwan, , P.O.- SRIPALLY, P.S.-Bardhaman, District -Purba Bardhaman, West Bengal, India, PIN - 713103 |  |  | Dibyendu Bhuimali |
| | 23/03/2021 | 23/03/2021 | 23/03/2021 |

Identifier Of Mr ASHIS RAKSHIT, Mr ASHESH RAKSHIT, Mr NANDLAL PREMCHANDANI

**Transfer of property for L1**

| Sl.No | From | To. with area (Name-Area) |
|---|---|---|
| 1 | Mr ASHESH RAKSHIT | S.B.D. MAA KAMAKHYA ENTERPRISES-6.5 Dec |

**Transfer of property for L2**

| Sl.No | From | To. with area (Name-Area) |
|---|---|---|
| 1 | Mr ASHIS RAKSHIT | S.B.D. MAA KAMAKHYA ENTERPRISES-7.5 Dec |

## Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Chotonilpur Main Road, Mouza: Balidanga, , Ward No: 15, Holding No:2 Jl No: 35, , CHOTOBALIDANGA Pin Code : 713103

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|---|---|---|---|
| L1 | LR Plot No:- 1072, LR Khatian No - 171 | Owner:অশেষ রক্ষিত, Gurdian:পঞ্চানন , Address:ছোটনীলপুর , Classification:বাস্তু, Area:0.06500000 Acre, | Mr ASHESH RAKSHIT |

Bardhaman, P.S.- Barddhaman, Municipality: BURDWAN, Road: Chotonilpur Main Road, Mouza: Ward No: 15, Holding No 02 Jl No: 35, , CHOTOBALIDANGA Pin Code: 713103

| Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|---|---|---|
| LR Plot No - 1072, LR Khatian No - 201 | Owner: আশীষ রক্ষিত, Gurdian: পঞ্চানন রক্ষিত, Address: ছোটনীলপুর , Classification: বাস্তু, Area: 0.07500000 Acre, | Mr ASHIS RAKSHIT |

23-2021

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

Presented for registration at 13:17 hrs on 23-03-2021, at the Office of the A.D.S.R. Bardhaman by Mr ASHIS RAKSHIT , one of the Executants

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,10,30,307/-

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

Execution is admitted on 23/03/2021 by 1. Mr ASHIS RAKSHIT, Son of Late PANCHANAN RAKSHIT, CHOTONILPUR ROAD, NEAR NABIN SANGHA CLUB, P.O. SRIPALLY, Thana: Bardhaman
, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business, 2. Mr ASHESH RAKSHIT, Son of Late PANCHANAN RAKSHIT, CHOTONILPUR ROAD, NEAR NABIN SANGHA CLUB, P.O. SRIPALLY, Thana: Bardhaman
, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business

Indetified by Mr DIBYENDU BHUIMALI, , , Son of Mr DILIP BHUIMALI, ICHHLABAD, P.O: SRIPALLY, Thana: Bardhaman
, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Others

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

Execution is admitted on 23-03-2021 by Mr NANDLAL PREMCHANDANI, PARTNER, S B D. MAA KAMAKHYA ENTERPRISES (Partnership Firm), 26/1A S.N. ROY ROAD, City - , P.O - SAHAPUR, P.S -Behala, District -South 24-Parganas, West Bengal, India, PIN - 700038

Indetified by Mr DIBYENDU BHUIMALI, , , Son of Mr DILIP BHUIMALI, ICHHLABAD, P.O: SRIPALLY, Thana: Bardhaman
, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,15,007/- ( B = Rs 1,15,000/- ,E = Rs 7/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,15,007/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/03/2021 11:59AM with Govt. Ref. No: 192020210248688481 on 23-03-2021, Amount Rs: 1,15,007/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BAZIUL5 on 23-03-2021, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs: 20,001/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 19,001/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 3735, Amount: Rs.1,000/-, Date of Purchase: 23/03/2021, Vendor name: Jayanta Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/03/2021 11:59AM with Govt. Ref. No: 192020210248688481 on 23-03-2021, Amount Rs: 19,001/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BAZIUL5 on 23-03-2021, Head of Account 0030-02-103-003-02

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

2021

**...e of Admissibility(Rule 43,W.B. Registration Rules 1962)**

...ble under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 ...dian Stamp Act 1899

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2021, Page from 181510 to 181582

being No 020306616 for the year 2021.

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

Digitally signed by Sanjit Sardar
Date: 2021.09.03 15:41:03 +05:30
Reason: Digital Signing of Deed.

(Sanjit Sardar) 2021/09/03 03:41:03 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.

(This document is digitally signed.)