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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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11-55 for
 1308808/21
 09/08/21

Certified that the Endorsement
 Sheet and the Signature Sheet
 attached to this document
 are part of the Document,

Sudipa Chakraborty
 Debanjali Chakraborty

Additional District Sub-Registrar
 BURDWAN

09 AUG 2021

M/S. SUSANTA GHOSH
 Susanta Ghosh
 Proprietor

DEVELOPMENT AGREEMENT

DEED OF DEVELOPMENT AGREEMENT FOR
 DEVELOPMENT AS WELL AS CONSTRUCTION OF
 MULTI STORIED RESIDENTIAL FLAT BUILDING
 AT MOUZA - RADHANAGAR, J.L NO. 39 UNDER
 BURDWAN MUNICIPALITY, P.S. BURDWAN SADAR
 AND DISTRICT - PURBA BARDHAMAN

THIS DEVELOPMENT AGREEMENT MADE ON THIS
 THE 9TH DAY OF AUGUST, 2021,

BETWEEN

Shirajul Islam

1216 30/07/2021

নাম: *Sudipa Chakraborty Sathers*
ঠিকানা: *Nudampally Purbha Bardhaman*

স্বাক্ষর: *[Signature]*
তারিখ: *08 JUL 2021*
সি.এস.ডি. নং: *0037 01213*



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09 AUG 2021

- (1) **SUDIPI CHAKRABORTY, PAN - ADKPC4255C, Aadhar No. 261382094699** wife of Late Shankar Prasad Chakraborty, daughter of Ram Priti Lahiri, Indian by Nationality, Hindu by Religion, Household Affairs by Occupation, resident of PUNASCHA Nutanpally, P.O Burdwan, P.S Burdwan Sadar, Dist Purba Bardhaman, Pin 713101 and
- (2) **DEBANJALI CHAKRABORTY (PAUL), PAN-AJVPC7152P, Aadhar No. 328763104343**, wife of Arindam Paul, daughter of Late Shankar Prasad Chakraborty, Indian by Nationality, Hindu by Religion, Household Affairs by Occupation, presently residing at 59 G.T Road (East), Boronilpur More, P.O Sreepally, P.S Burdwan, Dist Purba Bardhaman, Pin 713103, permanently resident of PUNASCHA Nutanpally, P.O Burdwan, P.S Burdwan Sadar, Dist Purba Bardhaman, Pin 713101 hereinafter referred to as the **LAND OWNERS** (which terms or expression shall unless excluded by or made repugnant to the context be deemed to mean and include their legal heirs, successors, successor-in-interest and assignees) of the **FIRST PART**.

AND

M/s. SUSANTA GHOSH, PAN - AGMPG3013B, represented by its proprietor **MR. SUSANTA GHOSH**, son of Rampada Ghosh, Indian by Nationality, Hindu by Religion,

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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

Page No. : 3

Business by Occupation, resident of Kalibazar West, P.O. & P.S. Burdwan sadar, District - Purba Bardhaman, Pin 713101, hereinafter called as **DEVELOPER / BUILDER** (which term or expression shall unless excluded by or made repugnant to the context be deemed to mean and include his respective heir, successor, executor, administrator, representative, director, transferee, assign) of the **OTHER PART**.

WHEREAS the party of the FIRST PART herein are the absolute owners and possessor of ALL THAT the piece and parcel of land situated at Mouza- Radhanagar, J.L No. 39, appertaining to (i) R.S Khatian No. 244, under R.S Plot No. 7322, corresponding to L.R Plot No. 7302, under Previous L.R Khatian No. 5043 (Sankar Prasad Chakraborty), Present L.R Khatian Nos. 9266 (Sudipa Chakraborty) and 9267 (Debanjali Chakraborty), classification as Bastu, total measuring an area 0.11 acre or 11 decimals in 16 annas share, within Ward No.- 08, Mahalla - Kalibazar, Holding No. 137, under Burdwan Municipality, P.S.- Burdwan Sadar & District - Purba Bardhaman, which is more fully described in the schedule herein below and defined, delineated and marked in the sketch map attached to these presents.

AND WHEREAS the schedule mentioned property of Mouza Radhanagar, J.L No. 39, total measuring an area 0.11 acre or 11 decimals in 16 annas share of landed property was originally belonged to Binoy Bhusan Chakraborty in his absolute right,

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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

Page No. : 4

title, interest and possession over the above mentioned property, and he got the property by way of registered Sale deed Vide deed No. 823 for the year 1955, which was registered in the office of Sub Registry, Burdwan and thereafter he was the then actual owner and possessor of the above mentioned property continuously for over twelve years adversely by way of adverse possession and his name was recorded in the concerned record of rights and the Govt. tax and other taxes were paid by him and he had exercise his respective rights of absolute ownership in respect there of by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

AND WHEREAS said Binoy Bhusan Chakraborty, while he owning and possessing the said above mentioned landed property and discharging his liabilities to the knowledge of total exclusion of all others ultimately died intestate on 1967 as per the recital of Deed no. 216 for the year 1977, leaving behind his widow wife namely Sabitri Chakraborty, and four daughters namely Sunetra Chakraborty, Smt. Bharati Ganguly wife of Nipendra Ganguly, Smt. Suchitra Banerjee wife of Ajit Banerjee and Smt. Sumitra Chattopadhyay wife of Bhupatinath Chattopadhyay and one son namely Shankar Prasad Chakraborty as his only legal heirs and representatives, by way of inheritance or by of Hindu law of inheritance as per Hindu Succession Act,

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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

Page No. : 5

1955 and they jointly become sole owners and possessor of the schedule mentioned property of Mouza Radhanagar, J.L No. 39, total measuring an area 0.11 acre or 11 decimals in 16 annas share, left by Binoy Bhusan Chakraborty.

AND WHEREAS said Sabitri Chakraborty wife of Late Binoy Bhusan Chakraborty, Sunetra Chakraborty daughter of Late Binoy Bhusan Chakraborty, Smt. Bharati Ganguly wife of Nipendra Ganguly, Smt. Suchitra Banerjee wife of Ajit Banerjee and Smt. Sumitra Chattopadhyay wife of Bhupatinath Chattopadhyay, while they jointly owning and possessing their 5/6th share the above mentioned property in their absolute right title interest and possession and discharging their liabilities to the knowledge of total exclusion of all others and acquired a better and independant title and they jointly transfered their 5/6th share in the abovementioned property of Mouza Radhanagar, J.L No. 39 in favour of Shankar Prasad Chakraborty son of Late Binoy Bhusan Chakraborty by virtue of registered deed of Gift vide deed No. 216 dated 14/01/1977, registered in Book No. I, Volume No. 6, Pages from 262 to 265, being No. 216 for the year 1977 which was registered in the office of DSR Burdwan and thereafter said Shankar Prasad Chakraborty son of Late Binoy Bhusan Chakraborty became the sole owner and possessor of the Schedule mentioned property of Mouza Radhanagar, J.L No. 39, total measuring an area 0.11 acre or 11 decimals in 16 annas

Contd.....Next Page

Shankar Prasad Chakraborty
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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

Page No. : 6

share and his name was duly been recorded in the concerned L.R record of rights, vide L.R Khatian No. 5043, L.R Plot No. 7302, classification as Bastu, measuring an area 0.11 acre or 11 decimals in 16 annas share and the Govt. tax and other taxes were paid by him and he had exercise his respective rights of absolute ownership in respect there of by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

AND WHEREAS unfortunately said Shankar Prasad Chakraborty son of Late Binoy Bhusan Chakrabort, while he owning and possessing the said schedule mentioned property of Mouza Radhanagar, J.L No. 39, L.R Khatian No. 5043, L.R Plot No. 7302, classification as Bastu, measuring an area 0.11 acre or 11 decimals in 16 annas share, and discharging his liabilities to the knowledge of total exclusion of all others ultimately died intestate on 20/02/2012 and leaving behind his widow wife namely Sudipa Chakraborty and one married daughter namely Debanjali Chakraborty (Paul) wife of Arindam Paul as his only legal heirs and representatives, by way of inheritance or by of Hindu law of inheritance as per Hindu Succession Act, 1955 and they jointly become sole owners and possessor of the schedule mentioned property of Mouza Radhanagar, J.L No. 39, total measuring an area 0.11 acre or 11 decimals in 16 annas share, left by Shankar Prasad Chakraborty.



Contd.....Next Page



Additional District Sub-Registrar
BURDWAN

09 AUG 2021

And thus said Sudipa Chakraborty wife of Late Shankar Prasad Chakraborty and Debanjali Chakraborty (Paul) wife of Arindam Paul became the sole owners and possessors of the schedule mentioned property of Mouza Radhanagar, J.L No. 39, total measuring an area 0.11 acre or 11 decimals in 16 annas share and their names were duly been recorded in the concerned L.R record of rights, vide L.R Khatian No. 9266 (Sudipa Chakraborty) and 9267 (Debanjali Chakraborty), L.R Plot No. 7302, classification as Bastu, total measuring an area 0.11 acre or 11 decimals and the Govt. tax and other taxes, were paid by them and they had exercise their respective rights of absolute ownership in respect there of by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

AND WHEREAS said Sudipa Chakraborty wife of Late Shankar Prasad Chakraborty and Debanjali Chakraborty (Paul) wife of Arindam Paul became the absolute owners and possessors of the schedule mentioned property, herein after PARTY TO THE FIRST PART herein being the absolute owners and acquired a better an independant right, title, interest and possessor over the piece or parcel of demarcated butted and bounded portion of land measuring an area more or less 0.11 acre more or less in L.R Khatian No. 9266 (Sudipa Chakraborty) and 9267 (Debanjali Chakraborty), L.R Plot No. 7302, classification as Bastu, total





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**Additional District Sub-Registrar
BURDWAN**

09 AUG 2021

Page No. : 8

measuring an area 0.11 acre or 11 decimals in 16 annas share, which are free from all encumbrances. The land within the jurisdiction of the Burdwan Municipality at Purba Bardhaman more fully described in the schedule of this development agreement written and hereinafter referred to as the said property. And said above mentioned land owners herein who are agreed to develop their property with the developer herein to this development agreement and full consent for develop and as well as construction over the schedule mentioned property at the cost of the developer.

AND WHEREAS the party to the FIRST PART as owners are now in absolute Khas possession of the land in the schedule mentioned hereunder by exercising their right, title by paying land Revenue to the State of West Bengal and mutated their names in the present L.R. Record of rights before the Ld. B.L & L.R.O., Burdwan-I at Purba Bardhaman and also in the assessment records of Burdwan Municipality and paid upto date Municipal Taxes to the Burdwan Municipality.

AND WHEREAS the Developer, the party of the other Part, having knowledge of its, approached the Land owners, i.e THE PARTY TO THE FIRST PART herein, and offered to accept on deferred payment basis with desire to right of developing the aforesaid premises by constructing a multi storied building containing several self contained flats or Apartment Ownership

Signature
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Contd.....Next Page



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**Additional District Sub-Registrar
BURDWAN**

09 AUG 2021

Page No. : 9

Building over the schedule mentioned property in accordance with the building plan sanctioned by the Burdwan Municipality on the said plot of land referred in the Schedule hereunder written at the costs and expenses of the Developer. But necessary experience and adequate funds, the owner is unable to proceed with such a huge project.

AND WHEREAS the Developer after obtaining sanction of **Multi storied Residential building plan** from the Burdwan Municipality consisting contained flats, several car parking spaces and has taken up the construction of the building and in accordance with the sanctioned building plan and in terms of the agreement made between the land Owners i.e Party to the First Part and Developer i.e Party to the OTHER PART.

AND WHEREAS the owners are lacking of an well equipped organisation to take up the project and to start and complete the proposed construction and by taking all sorts of steps for developing the said property by providing funds from his own sources.

AND WHEREAS the Developer, the party of the OTHER PART having knowledge and skill in the matter and is engaged in the civil construction and development of immovable property of its kind, the owners have approached the developer i.e party to the Other part to take up the new project and complete the same and the party to the Other part have agreed to raise construction

Contd.....Next Page





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**Additional District Sub-Registrar
BURDWAN**

09 AUG 2021

upon the land of owners i.e Party to the First Part in accordance with sanctioned building plan in the name of owners but at the cost & expenses of Developer out of their own funds and in pursuance to the said development agreement, the developer and the owners have to sell their own allocation shares in respect of the flats and the Parking space to different intending purchasers with the consent of the developer as confirming party to the said deed/s and undertake to raise construction upon the land and on completion of Apartment with right to sell in favour of intending purchaser(s) by the Developer and the Owners.

AND WHEREAS the owners and developer after details discussion over modus operandi and all the terms and conditions in regard to the said construction as well as development of the said property and the owners having agreed to handover the possession of the schedule land along with structure if any to the Developer for development of the property under the terms & conditions.

AND WHEREAS the Developer has agreed to entered into this agreement on the representation of the owners that they are the absolute owners and possession of the said property and this entitle to entered into this agreement for development of the property and to raise new construction over the schedule mentioned property at the cost & expenses of Developer out of his own funds after demolishing the old construction and on





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**Additional District Sub-Registrar
BURDWAN**

09 AUG 2021

completion of Apartment with right to sell in favour of intending purchaser(s) by the Developer. Further more the owner has also agreed to vacate the schedule mentioned property from the respective tenant if any by the developer and working as a representative of the Land Owners in all respect at his own cost.

AND WHEREAS the aforesaid owners have accepted the said proposal of the developer and hereby agreed to appoint the developer for developing the property described in the schedule hereunder written by making construction of the proposed multi storied building comprising several Flats/ Units/Car parking Spaces on deferred payment basis and the Developer shall further be entitled to sell and to dispose off only developer's allocation shares of the flat(s) / apartment(s) to be constructed on the said land, car parking space/s and other spaces etc. together with undivided share in land in the common facilities and amenities to any intending purchaser/s as it think fit and proper and the sale proceeds thereof that shall solely be received by the Developer/Builder to which owners shall have no right to claim the developer's allocation share thereto mentioned herein below from the developer.

AND WHEREAS the developer have agreed to enter into this development agreement on the representation of the owners that they are the absolute owners-in-possession of the said property and is entitled to enter into this agreement.

Signature
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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

AND WHEREAS the developer has submitted a scheme for construction of a multi-storied building consisting of several Flats / units / car parking spaces on the basis of sanctioned building-plan which is approved by the Burdwan Municipality Authority on terms that the developer would make construction of the proposed building and with the authority and power to procure the cost of construction from intending purchasers of Flats / units / car parking spaces of the proposed building and would make as an agent or agents for the intending purchasers to be secured by the Developer and would also realise the cost of construction of the flats / units / car parking spaces and common parts from the intending purchasers directly for self and the cost of proportionate share of interest in the land described in the schedule mentioned hereunder and would be proportionate to each such Flat / Unit / Car Parking Spaces and common parts for and on behalf of the owner and upon receipt of such payment from the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest share or interest in the said land as would be proportionate to each such flat/unit/Car parking spaces agreed to be acquired by the intending purchasers to the said owners who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land.

AND WHEREAS the aforesaid owners have accepted the


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**Additional District Sub-Registrar
BURDWAN**

09 AUG 2021

said proposal of the Developer and hereby agreed to appoint the Developer herein for developing the property morefully described in the schedule hereunder written by making construction of the proposed multi-storied building comprising several Flats / Units/ Car Parking Spaces.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS :-

ARTICLE-1

DEFINITIONS

Unless in these presents there is something in the subject of context inconsisting with.

- 1.1 **HOLDING** shall mean the premises at Holding No. 137, P.S. Burdwan & District - Purba Bardhaman, Ward No. 08, Mahallah Kalibazar, under Burdwan Municipality, District - Purba Bardhaman and situated in Mouza - Radhanagar, J.L No. 37, appertaining to (i) R.S Khatian No. 244, under R.S Plot No. 7322, corresponding to L.R Plot No. 7302, under under Previous L.R Khatian No. 5043 (Sankar Prasad Chakraborty), Present L.R Khatian Nos. 9266 (Sudipa Chakraborty) and 9267 (Debanjali Chakraborty), classification as Bastu, total measuring an area 0.11 acre or 11 decimals in 16 annas share of landed property morefully described in the schedule hereunder.



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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

- 1.2 **OWNER** shall mean the said **(1) Sudipa Chakraborty**, wife of Late Shankar Prasad Chakraborty, daughter of Ram Priti Lahiri, resident of PUNASCHA Nutanpally, P.O Burdwan, P.S Burdwan Sadar, Dist Purba Bardhaman, Pin 713101 and **(2) Debanjali Chakraborty (Paul)**, wife of Arindam Paul, daughter of Late Shankar Prasad Chakraborty, presently residing at 59 G.T Road (East), Boronilpur More, P.O Sreepally, P.S Burdwan, Dist Purba Bardhaman, Pin 713103, permanantly resident of PUNASCHA Nutanpally, P.O Burdwan, P.S Burdwan Sadar, Dist Purba Bardhaman, Pin 713101(which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs executors, successor, administrator, legal representative and assignee.)
- 1.3. **DEVELOPER** shall mean **Sri Susanta Ghosh**, son of Rampada Ghosh, resident of Kalibazar West, P.O. & P.S. Burdwan sadar, District - Purba Bardhaman, Pin 713101, hereinafter called as DEVELOPER and his legal representative, heir, executor, administrator and assignee.
- 1.4 **BUILDING** shall mean proposed Multi Storied Building to be constructed at the said Holding with necessary additional structures in accordance with the plan / plans to be sanctioned by the Burdwan Municipality and other appropriate Authorities for construction of residential Flats





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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

/ Floors on the said holding which shall include parking spaces in the building if sanctioned.

- 1.5. **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.
- 1.6. **BUILDING PLAN** shall mean the plan /drawings of the proposed multistoried building to be constructed on the said Municipal Holding to be prepared by the Architect and submitted to the Burdwan Municipality for construction of the New Multi Stotied building on the said holding with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned.
- 1.7. **COMMON FACILITIES/ PORTIONS** shall include paths, passages, staircases, pumps, stairhall and other spaces and facilities whatsoever required for the establishment, location, common use for enjoyment, provision, management and/or maintenance of the building as shall be determined by the developers and the owners of the building or otherwise required and the developer shall continue to manage and control all affairs untill an Association or management committee is formed and take charge of the said building.
- 1.8. **CONSTRUCTED SPACE** shall mean the space in the

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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

Building available for independent use and the occupation including the space demarcated for common facilities.

- 1.9. **OWNER'S ALLOCATION :-** The Owners' allocation shall mean and include 43% (forty three percent) of the flat area and/or floor area out of the portion of the total building (as sanctioned by the Burdwan Municipality) and such proportionate 43% (forty three percent) of the ground floor including the parking spaces out of the portion of the total proposed building TOGETHER WITH proportionate undivided impartible share and/ or interests of the Land and common areas and facilities in the proposed building which falls and/or would lie and situate in the said property of the owner which may be more specifically described, defined and delineated in due course of time with the progress of the work upon obtaining the sanction of the proposed building plan by executing a supplementary agreement by and between the parties hereto in terms of and in pursuance of this agreement and which will be treated as a part and parcel of this agreement.

For every first advance booking amount collected from the intending purchaser/s of each units/flats in the said proposed buildings, the developer shall be entitled to collect the entire advance money of the same at the time of execution of the relevant agreements for sale. The owner





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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

shall be entitled to get only 43% of the flat area shall, be paid or accepted subject to on condition of their adjustment with the final allocation and or consideration amount which may be due and payable to the owner.

1.10. DEVELOPER'S ALLOCATION The Developer's allocation shall mean and include 57% (Fifty Seven percent) of the flat area and/ or floor area out of the portion of the total Multi storied Building to be constructed on the said Holding (as sanctioned by the Burdwan Municipality) and such proportionate 57% (Fifty Seven percent) of the ground floor out of the portion of the total proposed building TOGETHER WITH proportionate undivided impartible share and/ or interests of the Land and right, title, interest in the land of common facilities and Amenities including the right to use thereof in the proposed building which falls and/ or would lie and situate in the said property of the owner which may be more specifically described, defined and delineated in due course of time with the progress of the work upon obtaining the sanction of the proposed building plan by executing a supplementary agreement by and between the parties hereto in terms of and in pursuance of this agreement and which will be treated as a part and parcel of this agreement. The developer shall also get the legal right over the roof for its maintenance and fixing up over head





Additional District Sub-Registrar
BURDWAN

09 AUG 2021

tank with water distribution pipe line and other necessity of the building upon construction of the said building and the same will be mentioned and distributed in the supplementary agreement to be made by both the party after obtaining the sanctioned plan from the Burdwan Municipality.

- 1.11. SALEABLE SPACE** means the space in the Building which will be available for independent use and occupation after making the provision for common facilities and space required including car parking space.
- 1.12. COVERED AREA** shall mean the plinth area of the said unit/shop/flat/parking space including the bathroom and balconies and also thickness of the wall and pillars which include proportionate share of the plinth area of the common portions provide that if any wall be common between two units/flats/parking space then one-half of the area under which will shall be included in each unit/flat.
- 1.13. UNDIVIDED SHARE** shall mean the undivided proportionate share in the land attributable to each flat/unit/parking space comprised in the said Holding and the common portion held by and / or herein agreed to be sold to the respective purchasers and also wherever the context permits.
- 1.14. TRANSFER** with its gramatical variations shall mean and





Additional District Sub-Registrar
BURDWAN

09 AUG 2021

include transfer by possession and by other means adopted for affecting what is understood as a transfer of space in multistoried building to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 and the Transfer of Property Act.

- 1.15. TRANSFEREE** shall mean the person, firm, Limited Co., Association or person to whom may space in the building to be transferred.
- 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.
- 1.17. COMMON EXPENSES** shall include all expenses to be incurred by the co-owners for the maintenance, management and upkeeping of the Building in the said Holding- for common purposes.
- 1.18. COMMON FACILITIES AND AMMENITIES** shall mean the Hall, corridors, ways, stairways, stair passages, driving ways and the water -pump, (motor) Tubewell Under-ground tank, overhead Tank (if any), Meter Room, Septic Tank, Boundary walls and other facilities which may be mutually agreed upon between the parties and required for the establishment location, enjoyment, maintenance and/or management of the building.





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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

1.19. ADVOCATE shall mean such person whom the Developers or the owners may appoint to look after the legal affairs relating to the flat Building Complex.

1.20. POWER OF ATTORNEY: With the execution of this agreement the owners shall, if required, or may cause to execute, a "Developer Power of Attorney" in favour of the Developer herein, or any nominated person/persons of the Developer in accordance with law, so that the Developer can proceed smoothly in pursuance with this agreement and to sell of his developer's Allocation share as well as Owner's allocation share to the intending purchaser/s.

1.21. FORCE MAJEURE: Means and includes natural calamities, floods, and earthquakes and any other untoward event or events beyond the control of the Developer.

ARTICLE- II

COMMENCEMENT

2.1 That in pursuance of the said Development Agreement and subject to mutual obligations as are hereinafter stated between the parties hereto and the owner hereby appoint the Developer for the purpose of commencement of the Development work on the said Holding of the schedule mentioned premises.

And accordingly this agreement shall be deemed to





Additional District Sub-Registrar
BURDWAN

09 AUG 2021

have commenced on and with effect from the date of execution of this development Agreement.

ARTICLE- III

PLANS AND OTHERS

- 3.1 That the owner shall make out marketable title to the schedule property mentioned hereunder free from all encumbrances upto the satisfaction of the Developer or his appointed Advocate.
- 3.2 That the owner shall hand over the original of all the relevant deeds and documents, settlement records, Municipal tax Receipts (current), Land Revenue Receipts (current) and other relevant documents to the Developer within 7(seven) days from the execution and registration of this development Agreement.
- 3.3 The Developer shall mutate the name of the existing owner if necessary or to be mutated in the records of Burdwan Municipality in respect of the said holding at the cost of the owners if necessary.
- 3.4 The Developer shall at his own costs prepare a Map or plan to be sanctioned by the Burdwan Municipality in the name of the owner or his nominee for the purpose of construction, erection and completion of the Multi storied Building on the said Holding or if any sanctioned by the Burdwan Municipal authority.

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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

- 3.5 The application, plans and other papers and documents referred to herein above shall be admitted by or in the names of the owner. All fees and other expenses incurred and/or to be incurred relating to the preparation of the Sanction plan by the Architect, Sanction Fees to be charged by the Municipality and supervision charges in the course of the construction of the multi storied building by the Architect and all other charges be relating to construction shall be borne and paid by the Developer.
- 3.6 That the developer has mutually right to modify or alter the building plan and also has right to submit supplementary Building Plan for the Purpose of the completing the construction of the multi storied Buildings over the schedule property subject to terms and conditions as agreed by and between the developers and the owner. If any consent or signature of the owner is required in respect of above matter, the owner shall have to sign the same and shall have to co-operate in all matters in respect of getting supplementary sanction of Building Plan.

ARTICLE - IV

OCCUPANT

- 4.1 All the areas to be vacated from the respective tenant if any by the Developer with the instruction of the owner and the developer working as a representative of the land owner in





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**Additional District Sub-Registrar
BURDWAN**

09 AUG 2021

all respect and if requires legal or any other administrative steps in official corresponding, the land owner in all respect will signed on it and handed over to the Developer for the purpose of new Construction over the schedule mentioned plot.

ARTICLE - V

COST OF CONSTRUCTION/COMPLETION

- 5.1 The entire cost of construction of the said proposed Building or whatsoever nature shall be borne by the Developer, such costs shall include the cost of all service amenities, fittings and fixtures, price rising in the cost of materials used for construction, fees payable to the Architect and Engineers in respect of the Construction, costs for the purpose of obtaining all other permission and approvals. The owners shall not be required to contribute any amount on that behalf. Provided that save and except the cost of the extra work if any of the owner's allocation out of this specification mentioned in Schedule "B" herein below will be provided by the Land Owner to the Developer seperately.
- 5.2 The Developer shall submit and obtain plan for sanction to Burdwan Municipality after complition of all the papers and documents relating to the said schedule mentione property after execution of this agreement and shall commence construction of the said new building after obtaining sanction from the appropriate authorities concerned.

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**Additional District Sub-Registrar
BURDWAN**

09 AUG 2021

- 5.3 **COMPLETION TIME:** With regard to time of completion of the project, it has been agreed in between the parties that subject to circumstances of Force Majeure, the developer shall try to complete the entire process of development of the said property and construct, erect and complete the new building within the period of 42 months from the date of execution of the sanction of building plan .

ARTICLE - VI

POSSESSION AND PAYMENT

- 6.1 Within 15 days from the date of the plan being sanctioned by the Burdwan Municipality the owner shall put the developer in the exclusive possession to the said Holding as agreed upon.
- 6.2. That the Developer shall be entitled to collect the price of the residential Flat/s with undivided proportionate of land and impartiable share or interest in the said land and cost of construction so far it relates to the intending purchaser/s which mentioned in the schedule mentioned hereunder and the land owner shall not interfere or not to collect money from the intending purchaser/s except mode of payment schedule herein below decided by the owner from the developer.
- 6.3. That the Developer shall be entitled to collect and realise





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BURDWAN

09 AUG 2021

consideration money for and on behalf of the owner from the intending purchasers for flats/units/parking spaces price.

- 6.4. The flats will not be considered as complete unless the Developer has given notice to this effect to the Flat Owner or the Association that the building has been completed.

ARTICLE -VII

POWER OF ATTORNEY

- 7.1. The owner shall sign, execute and Register one General/ Development Power of Attorney in favour of the Developer and /or its nominee/s for (a) compliances of the obligations on the part of the developer to be observed fulfilled and performed hereunder (b) the proper and uninterrupted exercise of implementing the rights and authorities granted or intended to be granted to the developer hereunder (including those relating to sale conveyance or other wise transfer of the developer share in the said premises and the developer's allocation) and (c) effectuating all or any of the terms and conditions hereof.
- 7.2. It is further understood that to facilitate the construction of the new building by the developer various deeds, matters and things not herein specified may need the authority of the owner and various applications and other documents



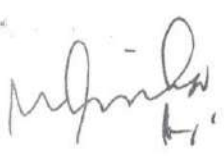


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BURDWAN

09 AUG 2021

may be required to be required to be signed or made by the owner from time to time relatin to which specific provisions may not have been mentioned herein and the Owner hereby agree to do at the costs and expense of the developer all such acts, deeds, matters and things and executed such application papers and expense of the developer all such acts, deeds, matters and things and executed such application papers and such further/ additional power of attorney and/ or authorization as may be required by the developer/land owners.

- 7.3. By virtue of the powers and authorities, grated by the Owner in pursuance hereof time to time, the developer shall not do any such acts, deeds matters and things whereby the rights of the Owner hereunder or otherwise are affected and / or which go against the spirit of this agreement, it is expressly agreed that owner shall not be absolved of any their obligations hereunder not withstanding the power or authority being granted by him to the developer orKits nominee in that regard.
- 7.4. The owner agrees not to revoke the power of attorney granted by the Owner, for the purpose and as herein contained during the subsistence of this Development Agreement and the Developer shall not be entitled to raise any loan or mortgage for the said schedule premises. But if





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BURDWAN**

09 AUG 2021

the Developer violates the terms and conditions of this agreements and Power of Attorney, then the land owner shall have right to revoke the Power of Attorney.

ARTICLE VIII

ALLOCATIONS

- 8.1 **DEVELOPER'S ALLOCATION** - The Developer's allocation shall mean and include 57% (Fifty Seven percent) of the flat area and/ or floor area out of the portion of the total Multi storied Building to be constructed on the said Holding (as sanctioned by the Burdwan Municipality) and such proportionate 57% (Fifty Seven percent) of the ground floor out of the portion of the total proposed building **TOGETHER WITH** proportionate undivided impartible share and/ or interests of the Land and right, title, interest in the land of common facilities and Amenities including the right to use thereof in the proposed building which falls and/ or would lie and situate in the said property of the owner which may be more specifically described, defined and delineated in due course of time with the progress of the work upon obtaining the sanction of the proposed building plan by executing a supplementary agreement by and between the parties hereto in terms of and in pursuance of this agreement and which will be treated as a part and parcel of this agreement. The developer shall also get the legal right

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BURDWAN**

09 AUG 2021

over the roof for its maintenance and fixing up over head tank with water distribution pipe line and other necessity of the building upon construction of the said building and the same will be mentioned and distributed in the supplementary agreement to be made by both the party after obtaining the sanctioned plan.

- 8.2 **OWNER'S ALLOCATION** The Owner's allocation shall mean and include 43% (forty three percent) of the flat area and/ or floor area out of the portion of the total building (as sanctioned by the Burdwan Municipality) and such proportionate 43% (forty three percent) of the ground floor including the parking spaces out of the portion of the total proposed building TOGETHER WITH proportionate undivided impartible share and/ or interests of the Land and common areas and facilities in the proposed building which falls and/or would lie and situate in the said property of the owner which may be more specifically described, defined and delineated in due course of time with the progress of the work upon obtaining the sanction of the proposed building plan by executing a supplementary agreement by and between the parties hereto in terms of and in pursuance of this agreement and which will be treated as a part and parcel of this agreement.


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ARTICLE - IX

DEVELOPER'S OBLIGATION

- 9.1 The developer shall construct the Apartment strictly in accordance with plan sanctioned by Municipality and shall complete the same at his own cost, risk and responsibility without making liable to the owners for deviations if any thereof and for which the Developers shall solely be responsible to face all sorts of consequences thereby.

The Developer shall pay and bear all Rates and Municipal Taxes for the property from the date of taking handover possession thereof for commencement of the project works till the date of final allocation to the respective flat owners.

- 9.2. The Developer shall not make any deviation of sanction plan of the construction of the said building on the said Holding without the consent of the owner in writing.
- 9.3. That before execution of the sale deed, the draft of the same should be approved by the owner. And the Owner should be made party to convey the proportionate land of the respective flats and also agrees to sell only the developer's allocation shares on the basis of the development Power of Attorney.
- 9.4. That the Developer, SECOND PARTY shall providing a

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rental house in another suitable area during construction period on condition to that effect that the negotiable rent will be provided by the developer.

ARTICLE - X

SPACE ALLOCATION

- 10.1.** According to the completion of the building the owner shall be entitled to obtain physical possession of only 43% share value of the above mentioned Floor area of that specified flat and car parking spaces and rest 57% share value of the sale proceed of the said specified area deducted for the project cost by the developer accordingly and the balanced constructed area being other portions of the said building if any shall belong to developer and the owner as per their allocation and in case of extension of building the same allocation of the owner shall continue.
- 10.2.** Subject as aforesaid and subject to the Owner's allocation and undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and open space exclusively belong to the owner and the intending purchasers and the developers and the developer contained herein as to be decided and embodied in the provisions of the supplementary Agreement to be made by both the parties after obtaining the sanctioned plan.





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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

10.3 The developer shall be entitled to deal with sale, transfer, grant leases and/or in any way to dispose of his respective allotments and to receive, realise and collect all sale-proceeds, rents, issues and profits arising therefrom and for which no further consent of the owner shall be required.

ARTICLE - XI

DELIVERY OF POSSESSION

11.1. That immediately after completion of the new building the owner shall execute deeds of conveyance in respect of undivided share of interest on the land of such part/parts as shall be required by the Developer in favour of the Developer or its prospective buyers as mention by the Developer. Subject to compliance of the terms and conditions of this agreement.

ARTICLE - XII

ARCHITECTS, ENGINEERS ETC.

12.1. That for the purpose of the developement 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 of construction, erection and completion of the new building and also specification for the purpose of construction an/ or workmanship and completion of the building shall be

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BURDWAN

09 AUG 2021

final ,conclusive and binding on the parties.

- 12.2. The decisions of the Architect regarding the quality of the materials and also specification of the purpose of construction will be final, conclusive and binding on the parties.

ARTICLE - XIII

IDENTITY

- 13.1. The Developer shall be fully responsible for any deviation or any unauthorised construction or any accident or mishap while making any construction and in no event the owner shall incur any liability in respect thereof.
- 13.2. The stamp duty, registration charges and expenses in connection with the preparation and execution of this deed of Agreement and Developer Power of Attorney shall be entirely borne by the developer or its nominees.
- 13.3. The Owner shall not be liable for any consideration received from the prospective purchasers in respect of the developer's Allocation after the development and handed over of the said premises by the developer.

ARTICLE - XIV

MAINTENANCE

- 14.1 The Developer from the date of delivery of possession to


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BURDWAN

09 AUG 2021

the prospective purchasers and thereafter the said purchaser/s maintain their portion at their own costs in good repair and tenantable condition.

- 14.2 That after the said building/flat is completed, the respective flat owner shall form an Association with the other occupants of the various flats of their shares in the said building with such rules and regulations as the developer shall think fit for proper maintenance of the said new Building. One of the flat owner/s without form of registered Association into the said building complex can not individually make any type of application regarding any disputes relating to the said complex to the developer or the owner.
- 14.3 That untill such proper Association is formed, the Developer shall continue to remain responsible for the maintenance of the new Building.

ARTICLE - XV

OBLIGATION OF THE OWNER

- 15.1 **OWNER OBLIGATIONS** - That during continuance of this agreement the Owner undertake to provide all sorts of help and need in favour of the Developer in smooth construction of Apartment and Owner under the obligations shall sign

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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

on all requisite papers and/or document according to the Developer requirement.

- 15.2. The owner in pursuance to the said undertaking hereby execute and register one separate sets of Developer Power of Attorney in favour of Developer, for obtaining building plan sanctioned as also for other amenities from Burdwan Municipality and empowering the Developer to fulfill the project works and on its completion to sell the Developer's Allocation to the intending purchasers and to receive sale proceeds thereof by the Developer.
- 15.3. The owner shall grant a Registered Power of Attorney in favour of the Developer or that nominee to enable him to proceed with obtaining of the license, Sanction of plans, sanctions in respect of the Building to be constructed on the said Holding and authorising the Developer to represent the owner before the Burdwan Municipality and all other statutory authorities. The said Power of Attorney shall continue to be in force so long as this agreement subsists and till the completion and handed over the flat/s to the intending purchaser/s of this project.
- 15.4 The owner shall sign and execute necessary application papers, documents and do all acts, deeds and things as may be required in order to legally and effectively vest on the Developer or its nominees in the said Holding. The





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BURDWAN**

09 AUG 2021

owner shall execute Registered Power of Attorney to empower the developer to sell its allocation and deliver possession thereof.

- 15.5 The owner hereby further agree and undertake not to do any act deed or things whereby the Developer may be prevented from construction the proposed Building and completing the same subject to the provision of clauses mentioned therein.
- 15.6 The owner hereby agree and undertake not to cause any interference or hindrances in the work of construction of the Building on the said Holding by the Developer.
- 15.7 **No Obstruction in Dealing with Developer's Function :**
The Owner covenants not to do any act, deed or thing whereby the developer may be prevented from discharging its function under this agreement.
- 15.8 **No Obstruction in construction:** The Owner covenants not to cause any interference or hindrance in the construction of the new building.
- 15.9 **No Dealing with Said Property:** The Owner covenants not to let out, grant lease, mortgage and /or change the Said Property or any portion thereof save in the manner envisaged by this Agreement.

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BURDWAN**

09 AUG 2021

ARTICLE - XVI

BORROWINGS / LOANS

- 16.1. That the Developer shall be at liberty to take financial assistance from any Nationalised Bank or any Pvt. Bank or any other financial institution or person at his discretion, risk and liabilities and if required the owners shall put their signatures as a token consent but not as a Mortgagor or as a guarantor on the relevant project over the schedule mentioned property issued by the Banks or any other financial institutions if any of the said property.

ARTICLE - XVII

BREACH AND CONSEQUENCES

- 17.1. In the event of either party of this Development Agreement committing breach of any their obligations under this Agreement, the aggrieved party shall be entitled to specific performance and also to recover damages or compensations to make good the loss sustained by the aggrieved party on account of such breach from the party committing the Breach lawfully.
- 17.2 **Essence of Contract** : In addition to time, the Owner and the developer expressly agreed that the mutual covenants and promises contained in this Agreement shall be the Essence of Contract.


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BURDWAN

09 AUG 2021

ARTICLE - XVIII

FORCE MAJEURE

- 18.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of their relative obligations was/ were prevented by any force majeure, and this contract shall remain suspended during the subsistence of such force majeure, if any.
19. **EXPLOITATION RIGHT** - The Owner give permission to the Developer to build up Ownership Residential Apartments upon the said plot of land referred to in the schedule hereunder consisting of several self contained flats including car parking space and covered spaces to be constructed in accordance with building plan sanctioned by Burdwan Municipality and in consideration thereof and after vacating the shop rooms of the schedule mentioned property from the respective tenant at the cost of the owner.
20. **BUILDING-**
- (a) The developer is hereby entrusted to vacate the schedule mentioned 'Bastu' land from the respective tenant/s if any at his own cost and the owner shall handed over the complete vacant possession of the land and building to the Developer.





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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

- (b) The Developer are hereby given full liberty to take measurements of the said plot of land for getting sanction building plan for the Apartment thereon on the actual measurement of the land and shall get its signed by the Owner for submitting the same before the Municipal Authority at Burdwan and its sanctioning at the cost of the Developer.
- (c) The Owner give permission to the Developer so that Developer may take up immediate construction works of the project and for the Developers are authorized to apply for necessary cement quotas, steel, bricks etc and other building materials for smooth and rapid construction works upon the said land. The Owner however have agreed to execute and Register one Developer Power of Attorney in favour of the Developer appointing thereby Developer as his lawful & constituted Attorney on his behalf to do all such acts and things in regard to the construction works of the Apartment /Building and secondly for selling of flats and car parking spaces and other spaces with undivided proportionate share of the land.
- (d) The Developer is hereby given full liberty to cause modification and/or amendment as and when necessary be required for the Apartment/building





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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

construction at the cost and expenses of the developers as on behalf of the owners but the owner is not liable for any cost or damages for the same and the Developer out of his own accord shall bear fees and Municipal charges etc. and expenses for sanction of building plan with modification thereof as and when necessary and requirement of the project but only to vacate the schedule mentioned land and buliding from the respective tenants at the cost of the developer.

- (e) The Developer shall be entitled to enter into contractual agreement with other building contractor(s), architects and other for carrying out the agreed development works at its own risk and cost and the owners shall have no connection or concern with that of the agreement or contract with others.
- (f) The development of the said property constructing dwelling units/ownership apartment in accordance with sanctioned plan and specifications thereof maintaining the rules and regulations applicable thereto under the total supervision, cost and risk of the Developer.
- (g) The Developer shall dismental the structure if any upon the land at his own cost and shall be the

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BURDWAN

09 AUG 2021

custodian of all goods and materials thereof and shall be at liberty to dispose off all the goods according to his sweet will to which owner shall have no right to make any interference into the matter not the owner shall have any claim as regards cost of the dismantling goods.

- (h) The Developer shall be entitled to make advertisement(s) in his own name about project and proposed sale of flats to be constructed and affix the hoarding on the schedule mentioned property.

The Owner hereby undertakes that the Developer shall have full right to construct and to erect Apartment without any impediment dispute or disturbances from the owners end provided that Developers shall maintain and fulfill the terms and conditions contained herein in its true spirit.

21. **DEVELOPERS RIGHT** - The Developer shall be entitled to construct the entire project in accordance with plan sanctioned by the Municipality and the said project to which Developer shall have further right to the undivided proportionate share in land and common areas and attributable there to . The Developer shall further be entitled to sell and to dispose off all the owner's allocation shares as well as developer's allocation shares of the flat(s), and car parking spaces along with super built up area and the

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BURDWAN**

09 AUG 2021

remaining portion of the building / apartment to be constructed on the said land, car parking space/s and other spaces etc. together with undivided share in land in the common facilities and amenities and to any intending purchaser/s as it think fit and proper and the sale proceeds thereof that shall solely be received by Developer to which owners shall have no right to claim any share thereto only to deferred payment from the developer as hereunder written.

22. The developer shall be exclusively entitled to in the building or apartment with exclusive right to transfer all otherwise sell with or dispose of the same without any right claim or interest therein whatsoever of the others and the owners after getting full payment as per allocation ratio shall not any way interfere with or disturb the quit and peaceful possession of the developer.
23. **PAPERS AND DOCUMENTS** The owner shall hand over the xerox copy of all the documents, settlement records, chain of title deeds regarding the plot of land, upto date Municipal tax receipts, land revenue receipts and other relevent documents as required, to the developer at the time of execution of this agreement, the owner shall handed over the original documents relating to the said schedule mentioned plot of land upon obtaining proper receipts.





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BURDWAN**

09 AUG 2021

24. **COMMON FACILITIES** - The Developer under the obligation shall provided proportionately common facilities to the flat owners subject to receive expenses and maintenance charges from the individual flat owners.

ARTICLE - XXV

COMMON LIABILITIES AND FACILITIES

- 25.1 The Developer shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings and impositions whatsoever in respect of the said property which are accruing due as and from the date of execution of these presents and handing over of vacant and peaceful possession of the said property to the Developer till the date of actual transfer of the same to the transferees AND if there be any dues of such rate/s which have accrued before the date of execution of these presents and/or handing over of the said property to the Developer, that would be borne by the Owner exclusively.
- 25.2. If any such above rates, taxes, and/ or fees are paid by either of the parties without actually and/ or properly ascertaining their mutual liabilities and obligations as determined hereinabove, they shall be reimbursed by either of the parties as the case may be.



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BURDWAN**

09 AUG 2021

- 25.3. The Owner shall not do any act, deed or thing whereby the Developer is prevented from doing construction of the proposed buildings and successful completion of the said project.
26. **RESTRICTIONS :-** The Developer and Owner both under the terms of agreement shall maintain the conditions strictly provided for building rules in particular the Developer during construction works shall abide by all the rules, by-laws etc, prescribed by the competent authority to that effect and shall be answerable to the deviations if there be any hereafter, further, that none of the parties to the agreement shall have right to terminate, cancel to the agreement unilaterally,
27. **BUILDING MATERIALS :-** The developer shall be authorised in the name of the owner to apply for and obtain quotas entitlements and other allocations for cement, steel, bricks and other buildings materials and inputs and facilities allocable to the owners and required for the construction of the new building but the owners shall not be responsible for the quality of the building materials.
28. **TEMPORARY CONNECTIONS :-** The developer shall be authorised in the name of the owner to apply for and obtain temporary connection of water, electricity, drainage, sewerage at their own cost and liability. It is however clarified

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BURDWAN**

09 AUG 2021

that the developer shall be entitled to use the existing electricity and water connection if any at the said property upon payment of all usages or charges.

29. **COOPERATION BY OWNER :-** The owner shall not include in any activities which may be detrimental to the development of the said property and/or which may affect the mutual interest of the party. The owner shall provide all cooperation that may be necessary for successful completion of the project.
30. **VACATING BY OWNER :-** Simultaneously herewith, the owner has handed over khas, vacant, peaceful and physical possession entirely of the said property to the developer for the purpose of the execution of the project.

ARTICLE - XXXI

BREACH AND CONSEQUENCES

- 31.1 **POWER OF ATTORNEY :-** The owner shall grant to the developer and/or its nominees a registered power of attorney for the purpose of getting the building plan sanction/revalidated/modified/alterd by the planning authorities and obtaining all necessary permission from different authorities in connection with the new construction and also development, maintainance, and received advanced money from the intending purchaser/s.

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BURDWAN**

09 AUG 2021

- 31.2 The owner shall also grant to the developer and/or its nominees a Power of Attorney for constructions of the New building and booking and to sell of the newly constructed multi storied building to the intending purchasers.
- 31.3. **FURTHER ACTS :-** Notwithstanding grant of the aforesaid Power of Attorney, the owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plan for enabling the developers to perform obligation under this act.

ARTICLE - XXXII

OWNER'S INDEMNITY

- 32.1 The owner hereby undertake that the developer shall be entitled to construct the said proposed buildings and shall commercially exploit the same in terms hereto without any interference and/ or disturbance by the owner.

ARTICLE - XXXIII

DEVELOPERS' INDEMNITY

- 33.1 The developer hereby undertake to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the developer or in relation to the construction of the said new buildings strictly in terms of the plan sanctioned by the competent authority.





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BURDWAN

09 AUG 2021

ARTICLE - XXXIV

JOINT OBLIGATION

- 34.1 The Developer shall develop and construct multi-storied buildings on the said property after utilizing the available Floor Area Ratio as per the existent rules and regulations under the law of the land.
- 34.2. The Owner shall lend their names and signatures in all papers, plans, documents and deeds (if required) which may come in the way of the development and for successful implementation and/ or execution of the project since the project will be that of the developer's in the name of the owner.
- 35. MISCELLANEOUS :-** That both parties under the agreement have undertaken to make indemnified in favour of each other as aforementioned and besides above it is specifically mentioned that in smooth construction of the building for which no specific terms has been mentioned and which may require to be done in that event the owners undertakes to execute all such additional power(s) or other authorizations as may be required by the Developer for the purpose. That after completion of building works the Owner at the request of Developer shall execute and register appropriate sale deeds/conveyances etc. in favour of the purchaser(s) in respect of all the flats together with

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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

undivided proportionate share in land and the developer shall be entitled and shall have right to execute and register the said sale deed on behalf of Owner on the strength of Power of Attorney granted in favour of Developer.

ARTICLE - XXXVII

JURISDICTION

37.1. Burdwan District Judges Courts at Burdwan shall have the jurisdiction to try and entertain all actions, suits and proceedings arising out of this agreement.

: THE SCHEDULE "A" ABOVE REFERRED TO :

Debanjali Chakraborty
All that piece and parcel of the land situated at Holding No. 137, P.S. Burdwan & District - Purba Bardhaman, Ward No. 08, Mahallah Kalibazar, under Burdwan Municipality, District - Purba Bardhaman and situated in Mouza - Radhanagar, J.L No. 37, appertaining to (i) R.S Khatian No. 244, under R.S Plot No. 7322, corresponding to L.R Plot No. 7302, under under Previous L.R Khatian No. 5043 (Sankar Prasad Chakraborty), Present L.R Khatian Nos. 9266 (Sudipa Chakraborty) and 9267 (Debanjali Chakraborty), classification as Bastu, total measuring an area 0.11 acre or 11 decimals in 16 annas share, rightful owner and possessor by **(1) Sudipa Chakraborty**, wife of Late Shankar Prasad Chakraborty, resident of Nutanpally, P.O Burdwan, P.S Burdwan Sadar, Dist Purba Bardhaman, Pin 713101 and **(2)**

Debanjali Chakraborty
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BURDWAN**

09 AUG 2021

Debanjali Chakraborty (Paul), wife of Arindam Paul, daughter of Late Shankar Prasad Chakraborty, resident of 59 G.T Road (East), Boronilpur More, P.O Sreepally, P.S Burdwan, Dist Purba Bardhaman, Pin 713103, which is butted and bounded as under:-

- ON THE NORTH :** 10 Feet wide Concrete Passage
ON THE SOUTH : Sankalan Apartment
ON THE EAST : Paribartan Apartment
ON THE WEST : 25 feet wide Nutan Pally Road

: THE SCHEDULE "B" ABOVE REFERRED TO :

- (1) Foundation : R.C.C. Foundation, Flat 2Ft. from Plinth Level.
(2) Floor : Marble.
(3) Walls : Outside wall 10" Flat to Flat Partition, Partition 5". Room and other wall not less than 5" stair Case wall 5".
(4) Doors : All doors will be Flash doors.
(5) Kitchen : Black Stone Cooking Salve.
2' Ft. Height Glaze Tiles above Black Stone with 1 Taps, 1(one) Sink (Black Stone) one Exhaust Fan Hole.
(6) Toilet : Grey Cement Marble Flooring, Glazed tiles upto 5', 2 Taps, One Shower.

Debanjali Chakraborty
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Additional District Sub-Registrar
BURDWAN

09 AUG 2021

Page No. : 49

- (7) Window : Alluminium Channel Glass fitting Window.
- (8) Plumbing : Outside Pipe P.V.C., Conceal Pipe P.V.C (Water connection pipe), P.V.C. Shower (Bathroom), Deep Tube well connected to Overhead water tank (for water supply to each flat) S.W. Line with P.V.C. main hole, septic tank R.C.C easting.
- (9) Sanitary : 1 Pan in each toilet.
- (10) Electricity : Total Conceal wiring P.V.C Electricity Board with Switch D.P Box (one PVC Main with indicators) Ground one iron main switch. And all the intending purchasers of the flat project will also pay the cost of installation charges of transformer by WBSEDCL for separate Electric Meter.
- (11) Interior Wall : Wall Putty
- (12) Balcony : Vitrify Tiles.
- (13) Electricity Point : Electric point in each Flat.
- (14) External Boundary
Wall with Gate : Outer Boundary wall.

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**Additional District Sub-Registrar
BURDWAN**

09 AUG 2021

Page No. : 50

- (15) Road Inside the
Complex : Net Cement.
- (16) Stair : Marble.

IN WITNESS WHEREOF the Parties hereunto have set an subscribed their respective photo and puts their respective ten finger prints and signature in the separate demi paper on the day, month and year First above written in full possession of their sense and in good state of health and mind and without provocation from others.

SIGNED, SEALED & DELIVERED AT BURDWAN

IN PRESENCE OF WITNESS :

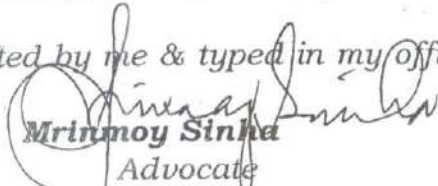
1. Ashok Kr. Ghosh
S/o Late Shankar Pr. Ghosh
Law Clerk
Burdwan Court Burdwan

Sudipa Chakraborty
Debarjali Chakraborty

2. Arindam Paul
S/o Ajit Kumar Paul
A-26 Atabagan, Garia
Kolkata - 700084

SIGNATURE OF THE OWNER

Drafted by me & typed in my office :-


Mrinmoy Sinha
Advocate

M/S. SUSANTA GHOSH
Susanta Ghosh
Proprietor

Burdwan District Judges Court, Burdwan
Enrolment No. WB/144 of 1997

SIGNATURE OF THE DEVELOPER











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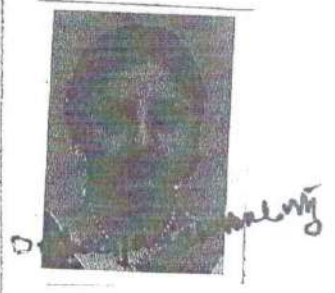
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SIGNATURE: *Sudipa Chakraborty*

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SIGNATURE: *Debanjali Chakraborty*

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SIGNATURE: *Susanta Ghosh*



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Additional District Sub-Registrar
BURDWAN

09 AUG 2021



ভারত সরকার

Government of India

নাম: Susanta Ghosh

Susanta Ghosh

জন্মতারিখ / DOB: 19/11/1978

পুরুষ / Male



9073 7012 8559

- সাধারণ মানুষের অধিকার

ভারত সরকার
Unique Identification Authority of India

ঠিকানা:

S/O: রামপদ ঘোষ, গৃহাদি
নির্মাল বিন্দু: 113 রত্নালয়, রাস্তা
/রাজপথ /গলি: কাশীবাজার
পশ্চিম, পঞ্চনির্দেশক চিহ্ন: বর্ধমান,
গ্রাম/উপনগর/নগর: বর্ধমান
(এম), জেলা: বর্ধমান, পোস্ট
অফিস: বর্ধমান, রাজ্য: পশ্চিম
বঙ্গ, পিনকোড: 713101

Address:

S/O: Rampada Ghosh.
House/Bldg./Apt.: 113
RATNALAYA, Street/Road/Lane:
KALIBAZAR WEST, Landmark:
BURDWAN, Village/Town/City:
Barddhaman (m), District:
Barddhaman, P.O.: Burdwan,
State: West Bengal, PinCode:
713101

9073 7012 8559

1947
1600 300 1947

help@uidai.gov.in

www.uidai.gov.in

Susanta Ghosh

उसय कर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SUSANTA GHOSH
RAM PADA GHOSH

19/11/1978
Permanent Account Number

AGMPG3013B

Signature



Susanta Ghosh



ভারত সরকার

Government of India

লিডারশিপ আই ডি / Enrollment No.: 1058/20131/00263

To
সুদীপা চক্রবর্তী
SUDIPA CHAKRABORTY
W/O: Shankar Prasad Chakraborty
PUNASCHA NATUN PALLY
BARDDHAMAN
Burdwan
Burdwan
Burdwan - I Bardhaman
West Bengal 713101
9232726482

12/09/2013
44018092



MN440190927FT



সংখ্যা / Your No. :

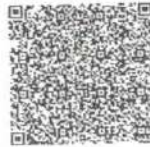
2613 8209 4699

- সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

সুদীপা চক্রবর্তী
SUDIPA CHAKRABORTY
জন্মতারিখ / DOB : 02/02/1958
মহিলা / Female



2613 8209 4699

- সাধারণ মানুষের অধিকার

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



ঠিকানা:
W/O: শঙ্কর প্রসাদ চক্রবর্তী,
পুনস্চ, নতুন পল্লী, বর্ধমান,
বর্ধমান, বর্ধমান, পশ্চিমবঙ্গ,
713101

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

Address:
W/O: Shankar Prasad
Chakraborty, PUNASCHA,
NATUN PALLY, BARDDHAMAN,
Burdwan, Burdwan, Bardhaman,
West Bengal, 713101

2613 8209 4699

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

Sudiipa Chakraborty

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ADKPC4255C



नाम /NAME

SUDIPA CHAKRABORTY

पिता का नाम /FATHER'S NAME

RAM PRITI LAHIRI

जन्म तिथि /DATE OF BIRTH

02-02-1958

हस्ताक्षर /SIGNATURE

Sudipa Chakraborty

Stahin

आयकर आयुक्त, (कम्प्यू. अपा.), कोल.

COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

Sudipa Chakraborty



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

GRN Details

GRN: 192021220046827091 Payment Mode: Online Payment
GRN Date: 08/08/2021 20:47:36 Bank/Gateway: AXIS Bank
BRN : 319385779 BRN Date: 08/08/2021 20:08:17
Payment Status: Successful Payment Ref. No: 2001308808/4/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: MRINMOY SINHA
Address: BURDWAN
Mobile: 8637322575
Depositor Status: Advocate
Query No: 2001308808
Applicant's Name: Mr Srimanta Chandra
Identification No: 2001308808/4/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001308808/4/2021	Property Registration- Stamp duty	0030-02-103-003-02	5010
2	2001308808/4/2021	Property Registration- Registration Fees	0030-03-104-001-16	14
			Total	5024

IN WORDS: FIVE THOUSAND TWENTY FOUR ONLY.

Major Information of the Deed

Deed No :	I-0203-05814/2021	Date of Registration	09/08/2021
Query No / Year	0203-2001308808/2021	Office where deed is registered	
Query Date	29/07/2021 6:27:04 PM	0203-2001308808/2021	
Applicant Name, Address & Other Details	Srimanta Chandra Buriwan District Judges Court, Thana : Bardhaman , District : Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No. : 9735199321, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 10,00,000/-	Rs. 75,59,996/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Natun Pally Road, Mouza: Radhanagar, , Ward No: 8 JI No: 39, Pin Code : 713101

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-7322	RS-244	Bastu	Bastu	0.11 Acre	10,00,000/-	75,59,996/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
Grand Total :					11Dec	10,00,000 /-	75,59,996 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Sudipa Chakraborty Wife of Late Shankar Prasad Chakraborty Executed by: Self, Date of Execution: 09/08/2021 , Admitted by: Self, Date of Admission: 09/08/2021 ,Place : Office			
		09/08/2021	LTI 09/08/2021	09/08/2021



Nutanpally, City:- Burdwan, , P.O:- Burdwan, P.S:-Bardhaman
 , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Female, By Caste: Hindu,
 Occupation: House wife, Citizen of: India, PAN No.:: ADxxxxxx5C, Aadhaar No: 26xxxxxxxx4699,
 Status :Individual, Executed by: Self, Date of Execution: 09/08/2021
 , Admitted by: Self, Date of Admission: 09/08/2021 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Mrs Debanjali Chakraborty Paul (Presentant) Wife of Mr Arindam Paul Executed by: Self, Date of Execution: 09/08/2021 , Admitted by: Self, Date of Admission: 09/08/2021 ,Place : Office			<i>Debanjali Chakraborty</i>
	09/08/2021	LTI 09/08/2021	09/08/2021	
59 G.T Road, Boronilpur More, City:- Burdwan, , P.O:- Sreepally, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AJxxxxxx2P, Aadhaar No: 32xxxxxxxx4343, Status :Individual, Executed by: Self, Date of Execution: 09/08/2021 , Admitted by: Self, Date of Admission: 09/08/2021 ,Place : Office				



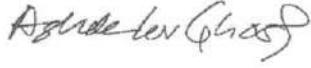
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MS SUSANTA GHOSH Kalibazar West, City:- Burdwan, , P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 , PAN No.:: AGxxxxxx3B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Susanta Ghosh Son of Rampada Ghosh Date of Execution - 09/08/2021, , Admitted by: Self, Date of Admission: 09/08/2021, Place of Admission of Execution: Office			<i>Susanta Ghosh</i>
	Aug 9 2021 12:55PM	LTI 09/08/2021	09/08/2021	
Kalibazar West, City:- Burdwan, , P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx3B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : MS SUSANTA GHOSH (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Ashok Kumar Ghosh Son of Late Sankar Prasad Ghosh Burdwan, City:- Burdwan, , P.O:- Burdwan, P.S:-Bardhaman , D:strict:-Purba Bardhaman, West Bengal, India, PIN:- 713101			
	09/08/2021	09/08/2021	09/08/2021
Identifier Of Mrs Sudipa Chakraborty, Mrs Debanjali Chakraborty Paul, Mr Susanta Ghosh			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mrs Sudipa Chakraborty	MS SUSANTA GHOSH-5.5 Dec
2	Mrs Debanjali Chakraborty Paul	MS SUSANTA GHOSH-5.5 Dec

On 09-08-2021

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

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

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

Presented for registration at 11:55 hrs on 09-08-2021, at the Office of the A.D.S.R. Bardhaman by Mrs Debanjali Chakraborty Paul , 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 75,59,996/-

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

Execution is admitted on 09/08/2021 by 1. Mrs Sudipa Chakraborty, Wife of Late Shankar Prasad Chakraborty, Nutanpally, P.O: Burdwan, Thana: Bardhaman
, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession House wife, 2. Mrs Debanjali Chakraborty Paul, Wife of Mr Arindam Paul, 59 G.T Road, Boronilpur More, P.O: Sreepally, Thana: Bardhaman
, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession House wife

Indetified by Mr Ashok Kumar Ghosh, , Son of Late Sankar Prasad Ghosh, Burdwan, P.O: Burdwan, Thana: Bardhaman
, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 09-08-2021 by Mr Susanta Ghosh, Proprietor, MS SUSANTA GHOSH (Sole Proprietoship), Kalibazar West, City:- Burdwan, , P.O:- Burdwan, P.S:-Bardhaman
, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by Mr Ashok Kumar Ghosh, , Son of Late Sankar Prasad Ghosh, Burdwan, P.O: Burdwan, Thana: Bardhaman
, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/08/2021 8:49PM with Govt. Ref. No: 192021220046827091 on 08-08-2021, Amount Rs: 14/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 319385779 on 08-08-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,010/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,010/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 1216, Amount: Rs.5,000/-, Date of Purchase: 30/07/2021, Vendor name: K Banerjee
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/08/2021 8:49PM with Govt. Ref. No: 192021220046827091 on 08-08-2021, Amount Rs: 5,010/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 319385779 on 08-08-2021, 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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2021, Page from 158434 to 158497
being No 020305814 for the year 2021.



Digitally signed by Sanjit Sardar
Date: 2021.08.09 15:47:48 +05:30
Reason: Digital Signing of Deed.

San.

(Sanjit Sardar) 2021/08/09 03:47:48 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.

(This document is digitally signed.)