

Deed No-9427 Year-2022

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL



Copy No. 1857 4 RS - 2/-
 dt. 22/08/22 10/-
 165/-
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 A. Hakim
 22/08/22

Dist. Sub-Registrar
 Paschim Medinipur
 22/08/22

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Verifying that the Endorsement
Sheet, Stamps and Signature Sheet
Should attached to this Document
are part of the Document itself.

Add. Dist. Sub-Registrar
Bolpur, Birbhum
29 JUL 2022

Kalpna Dalal

JHINUK INFRA
PROPRIETOR

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 29(Twenty nine)th day of July, 2022 (Two Thousand Twenty Two)

BETWEEN

MRS KALPANA DALAL (PAN- ADAPD2764R, AADHAAR - 2598 6318 8027), wife of Mr Shyamal Dalal, by religion- Hindu (Indian Citizen), by occupation - House Wife, resident of Village Raipur, P.O. Raipur, P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, presently residing at Prabhat Sarani, Bandhgora, Near SDO's Office, Bolpur, P.O. Bolpur, P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, herein called and referred to as the LAND OWNER (Which expression shall unless excluded by or repugnant to the context be deemed to include her respective heirs, executors, administrators, representatives and assigns) of the ONE PART.

Ctd.p/2

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18628 ज. 22/7/2022

M/s. The Milk Infra.

Boatpur.

Agreement का 500/-

मूल्य - बीरभूम जिला
दि. 22/7/2022
बीरभूम, नीरभूम



Sub-Registrar
Boatpur, Birbhum
22 July 2022

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AND

Kalpna Dalal

Shyamal Dalal

M/S JHINUK INFRA, a sole proprietorship firm having its office at Flat No. FF - 01, First Floor, Block- B, Alapan Apartments, Bandhgora, 39/39/1/F-01, Sriniketan Road North, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, represented by its SOLE proprietor MR DWAIPAYAN GHOSH (PAN- BROP0298J, AADHAAR- 7833 4275 3580), son of Mr Biswa Bijoy Ghosh, by religion- Hindu (Indian Citizen), by Occupation- Business, residing at Kalmohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, Pin Code 731204, West Bengal, herein called and referred to as the DEVELOPER (Which expression shall unless excluded by or repugnant to the context be deemed to include its/his heirs, successors in office and assigns) of the OTHER PART.

WHEREAS Kalpana Dalal, wife of Shyamal Dalal, the land owner acquired the entire land mentioned in the schedule below by way of the following sale deeds:

1) Deed No. 1993/2005, dated. 30-03-2005, entered in Book No. 1, Volume No. 25, Pages from 357 to 362, Being No. 1993 for the year 2005, R. S. Khatian No. 819, R. S. Dag No. 254, L.R. Khatian No. 3553 & 3581, L.R. Plot No. 455, Classification Shali, Area. 11.40 Satak or 06 cottahs 18 Gondas or 4968 sq. ft. of Mouza Bandhgora, J. L. No. 100, P.S. Bolpur, Dist. Birbhum in the office of the Addl. Dist. Sub Registrar, Bolpur, Birbhum.

2) Deed No. 6415/2008, dated. 03-10-2008, entered in Book No. 1, CD Volume No. 17, Pages from 5436 to 5454, Being No. 6415 for the year 2008, R. S. Dag No. 254, L.R. Khatian No. 3653, 3581 & 6238, L.R. Plot No. 455, Classification Shali, Area. 0.71 Satak or 312 sq. ft. AND R. S. Dag No. 253, L.R. Khatian No. 3653, 3581 & 6238, L.R. Plot No. 456, Classification Shali, Area. 3.22 Satak or 1401 sq. ft. of Mouza Bandhgora, J. L. No. 100, P.S. Bolpur, Dist. Birbhum in the office of the Addl. Dist. Sub Registrar, Bolpur, Birbhum.

AND WHEREAS after purchase said Kalpana Dalal in L. R. Dag No. 455 & 456 has duly been recorded her name in L. R. Khatian No. 6240 of Mouza Bandhgora, J. L. No. 100, P.S. Bolpur, Dist. Birbhum in the office of the Block Land & Land Reforms Officer, Bolpur, Birbhum.

AND WHEREAS after purchase said Kalpana Dalal in L. R. Dag No. 455 & 456 has duly been recorded her name in Holding No. 212, Sukantapally (Gurupally), Ward No. 06(05) of Bolpur Municipality and enjoying the same by paying municipal tax relating to the property as described in the first schedule as an assessee of the Holding.

AND WHEREAS the Owner herein has effected Conversion regarding the said land in L. R. Dag No. 455 & 456 from "Sale" into "Homestead" vide Conversion Case No. 152/Bolpur/2012, Renumbered Case No. 100/DL&LRO, Birbhum/2012 in the Office of the D.L. & L.R.O. Birbhum.

AND WHEREAS the said Kalpana Dalal has enjoyed the property and she is the absolute owner of the said land and entitled to dispose or develop the same.

AND HEREAS the owner has unanimously decided to develop her said property through the DEVELOPER and after discussion with the DEVELOPER herein the Owner has confirmed the Developer to do the necessary arrangements for construction of the building thereon on Joint Venture Basis on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH by and between the parties hereto bind themselves on the following terms and conditions. Ctd.p/3

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ARTICLE - I
DEFINITIONS

Kalpana Dalal

JHINUK INFRA
Dwaipayan Ghosh
PROPRIETOR

In this agreement unless it be contrary or repugnant to the context.

1.1 OWNER shall mean MRS KALPANA DALAL (PAN- ADAPD2764R, AADHAAR- 2598 6318 8027), wife of Mr Shyamal Dalal, by religion- Hindu (Indian Citizen), by occupation - House Wife, resident of Village Raipur, P.O. Raipur, P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, presently residing at Prabhat Sarani, Near SDO's Office, Bolpur, P.O. Bolpur, P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, (Including her heirs, executors, administrators, legal representatives and assigns as the case may be).

1.2 DEVELOPER shall mean M/S JHINUK INFRA, a sole proprietorship firm having its office at Flat No. FF - 01, First Floor, Block - B, Alapan Apartments, Bandhgora, 39/39/1/F-01, Sriniketan Road North, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, represented by its SOLE proprietor MR DWAIPAYAN GHOSH (PAN- BROPG0296J, AADHAAR - 7833 4275 3580), son of Mr Biswa Bijoy Ghosh, by religion - Hindu (Indian Citizen), by Occupation - Business, residing at Kalimohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, Pin Code 731204, West Bengal, (Including its/his/her/their heirs, administrators, representatives and assigns as the case may be).

1.3 LAND shall mean the land measuring 15.33 Decimal more or less lying in Dist. Birbhum, P.S. Bolpur, Mouza Bandhgora, J. L. No. 100, L. R. Khatian No. 6240, R.S. Dag No. 254 & 253, L. R. Dag No. 455 & 456.

1.4 BUILDINGS shall mean Ground plus Four or more storied building (Provided Bolpur Municipality Sanctions the same) to be constructed by Jhinuk Infra at its/his own costs and/or with the money of the intending purchaser/s or any other sources, according to FAR (Floor Area Ratio) to be available as per sanctioned building plan by the Bolpur Municipality or on any other authority of the said land and shall mean completed in all respect.

1.5 COMMON AREAS and FACILITIES shall mean all the common areas including corridors, staircase, stairways, passage ways, spaces for electric meters, overhead reservoir, water pump/s and motor/s and other facilities which are intended or expressed for common use and enjoyment of the apartment/flat Owners required for the establishment, location, enjoyment maintenance and/or management of the building.

1.6 OWNERS ALLOCATION means the Owner shall be entitled to get 35% of the built up/Suer built up area or proportionate equivalent amount of sale of flat/flats in the building which include 35% area of PARKING space and/or Shops. The Expense/cost for installation of electric transformer/s of the building charged by the concerned authority (in this case WBSEDCL) shall be borne both by the Developer and Owner proportionately i.e. in the proportion of 65% and 35% respectively. A 3BHK flat which consist of one living-dining, one/two verandah, one kitchen, two/three toilets and three bedrooms at the south-west corner of second floor of the proposed building will be retained by the owner, the area of the unit will be deducted from owner's allocation of 35% as her proportionate share.

1.7 DEVELOPERS ALLOCATION The Developer shall be entitled to get the remaining 65% of the flats and Parking Spaces and Shpos at the said Ground plus Four or more storied building to be constructed according to the sanctioned building plan at the cost of the Developer as its/his share and it/he is entitled to keep or dispose of its/his share at its/his own discretion or as its/he deem fit. The developer shall be entitled to enter into agreement for sale of flats and other areas with purchaser transfer/sale the flats/parking space of the building to the Purchaser/Purchasers. The Owner shall give Development

Ctd.p/4

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K.affirm Deed

SHINUK INFRA
BANGALORE

Power of Attorney after Registered Development Agreement to the Developer to enter into agreement and execute deed of conveyance for 100% share of the building (both flats and parking spaces and Shops) excluding a 3BHK flat which consist of one living-dining, one/two verandah, one kitchen, two/three toilets and three bedrooms at the south-west corner of second floor of the proposed building.

1.8 BUILDING PLAN shall mean and include the plans, drawings and specifications of the new building prepared by the architect/architects to be sanctioned by the concerned authority i.e. Bolpur Municipality or any other authority as may be required, for construction of the ground plus four or more storied building on the said land and shall include all sanction/sanctions and modifications and alterations that the architect may decide with the approval of the Bolpur Municipality or from any other appropriate authority if it is necessary to complete the project.

1.9 ROOF shall mean the roof of the Ground plus four or more storied building and to be constructed in the said land according to the sanctioned building Plan and the same shall be common between the Owner and the other flats/apartments holders etc.

1.10 TRANSFEREE shall mean the persons, the firm, Limited Company, Associations of Persons, Society, Trust who will acquire any self contained flat/apartment/parking space of the said building to be constructed on the said premises according to FAR (Floor Area Ratio) available as per sanctioned building plan.

1.11 BUILT UP AREA includes carpet area, walls of the particular apartment, half of the area of common wall between the adjoining flats.

ARTICLE - II OWNERS' TITLE

2.1 The owner hereby declare that she is absolute owner and fully seized and possessed of the said land free from all encumbrances, charges, liens, liabilities, mortgages etc. and she has a good and marketable title to the said property.

2.2 The owner has provided the developer with certified copies of title deeds and relevant documents in respect of the said land and undertake to produce the originals thereof as and when required by the developer without any objection and after completion of the project the original copies of the title deeds and relevant documents will remain in the custody of the Developer.

2.3 The owner declares and undertakes that she will not in any way encumber the said property or otherwise deal with or dispose of the said property or any portion thereof in the manner other than as expressly herein provided.

ARTICLE- III DEVELOPER'S RIGHT, OBLIGATIONS AND DUTIES

3.1 The developer shall have the right for rectification & modification of building plan from the Bolpur Municipality or from any other appropriate authority and construct new building in accordance with the sanction plan.

3.2 The materials to be used for construction of the building by the Developer shall be of good quality. The owner shall have no right to reject materials during construction on the ground of quality and decision of the structural engineer/architects shall be final in this regard.

3.3 The Developer shall try its/his best to construct the building/flats in conformity to the annexed specification in the Third Schedule hereunder written. Ctd.p/5

Kaftan Dada

JHINUK INFRA
Proprietor

3.13 The developer shall bear and suffer all tax liabilities for such construction of the building/project and the Owner will not be liable to pay any tax liabilities in respect of the construction of the building/project. However liabilities arises due to sale proceeds of Owner's share will be borne by the Owner.

3.14 The Developer has paid a sum of Rs. 1,00,000/- (Rupees one lac, Cheque Number 093520, dated. 29-07-2022, State Bank of India, Santiniketan Branch) in cheque at or before signing of the AGREEMENT. The entire amount will be interest free and will be adjusted with on completion and handing over the sale price of flats and parking spaces or shops from Owner's Allocation.

**ARTICLE - IV
RIGHT, DUTIES AND OBLIGATION OF THE OWNER**

4.1 The owner will not in any way interfere and obstruct in construction of the said building on the first schedule property hereunder mentioned in the first schedule. The owner will pay damages to the developer due to interference and obstruction in the construction of the said building. The Owner will be responsible for defect in the title of the said property and/or if any action is taken by any other persons due to defect in title of the property or any other reason. The owner will indemnify the developer against any loss as may be suffered by the developer due to claim of the Third Party in respect of the title of the said land.

4.2 The owner will pay all Rates and Taxes in respect of the First Schedule property till date of getting sanctioned plan and thereafter shall pay proportionate share of Rates and Taxes in respect of Second Schedule property hereunder written is apportioned and/or separately assessed in the record of the Bolpur Municipality/BL&LRO Office in the name of the Owner.

4.3 The owner will execute registered Development Power of Attorney after Registered Development Agreement in favour of the developer appointing, nominating and authorising it/him to construct the said ground plus four or more storied building according to availability of the FAR (Floor Area Ratio) as per sanctioned building plan and to sell the developer's as well as owner's allocation, enter into agreement for sale of property to appoint architects, engineers, contractors and to represent the owner before the Bolpur Municipality, Police Authority, Fire Brigade or any other Authority or Authorities as may be required and to sign any application or other writings on her behalf and appear before the authority or authorities and to undertake the construction of the building. The Development Power of Attorney after Registered Development Agreement to be granted by the owner will remain operative till fulfillment of this agreement and the same shall be binding on both parties

**ARTICLE - V
CONSIDERATION AND SPACE FOR ALLOCATION**

5.1 In consideration for permission to construct the building on the said land particularly described in the first schedule hereunder written, the developer shall, upon completion of the said building, allot, deliver and hand over the sale price to the owner according to owner's allocation of 35 % including a 3BHK flat which consist of one living-dining, one/two verandah, one kitchen, two/three toilets and three bedrooms at the south-west corner of second floor of the proposed building together with undivided proportionate share in the land together with right to use the common areas and facilities and common amenities. However the 3BHK flat above mentioned shall be within the 35% of owners allocation.

5.2 The developer will be entitled to the remaining portion of the said ground plus four or more storied building to be constructed on the first schedule property hereunder written according to the sanctioned building plan at the said land save and except the owner's share and allocation particularly mentioned in the second schedule hereunder written.

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JHINUK INFRA
Proprietor

5.3 The roof of the building shall be common between the owner and holders/owners of the other flats/apartments/parking space of the said building for the developer.

5.4 The developer shall be entitled to enter into agreements or sale and transfer or in any way deal with the developer's as well as owner's allocation with right of use of common areas and facilities of the said building and without any right claim demand interest whatsoever and howsoever of the owner or any person or persons lawfully claiming through owner.

**ARTICLE - VI
COMMON FACILITIES**

6.1 The service (maintenance) charges for common facilities shall include insurance premium of the building, water, generator, fire fighting equipments, scavenging charges, trade and taxes, lights for common areas, sanction fees, operation, repairs, renewals, salary of guards if any, management of the common facilities, renovations, replacements, repairs and maintenance charge and expenses for the building and of all common wiring, pipes, electrical and mechanical equipments, switchgear, transformers, if any pumps, motors and other electrical and mechanical installations, appliance and equipments, stairways, corridors, passage way, and other common facilities whatsoever after completion of building shall be borne and paid proportionately by the new owners for their respective flats/parking spaces in proportion to their individual flats/parking spaces area in respect to the whole building.

6.2 It is agreed between both parties that they will bear proportionate cost of transformer for their own shares. Such cost may be recovered from the customer at the time of sale or at the time of entering into agreement for sale with intending purchaser/purchasers.

**ARTICLE - VII
PROCEDURE**

7.1 That the land owner shall execute and register one Development Power of Attorney in favour of M/S JHINUK INFRA, a proprietorship firm having its office at Flat No. FF- 01, First Floor, Block- B, Alapan Apartments, Bandhgora, 39/39/1/F-01, Sriniketan Road North, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, represented by its SOLE proprietor MR DWAIPAYAN GHOSH (PAN- BROP0298J, AADHAAR - 7833 4275 3580), son of Mr Biswa Bijoy Ghosh, by religion - Hindu (Indian Citizen), by Occupation - Business, residing at- Kailmohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, Pin Code 731204, West Bengal, appointing it/him as her true and lawful attorney conferring all powers and all necessary permission and approvals from the different authorities in connection with construction of the proposed building and electricity and water supply connections and all other connections including drainage and sewerage connection from the local Municipal Authority and other authorities and dealing with all authorities in respect of execution of the projects on behalf of the land owner to apply for and obtain quotas, entitlement and other allocation for cement, steel, bricks and other building materials allocable to the land owner for the construction of the schedule mentioned property encumbered in the first schedule herein below and apply to obtain temporary and/or permanent connection of water, electricity and permanent drainage and sewerage connection of the new building and other inputs and facilities required for the construction and enjoyment of the building including the power to sale, gift, mortgage, lease and any kind of transfer of schedule mentioned property in favour of the buyer(s)/Purchaser(s), company/firm whether private or Govt. etc.

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7.2 The developer may sell and transfer the undivided proportionate share in the land comprised in the said premises as would be proportionate for the super built-up areas in the building as per nomination and requirement of the developer in favour of the persons nominated by the developer.

7.3 All costs and expenses for preparation, engrossing and registration of such deeds shall be borne and paid by the purchasers for its/his/her/their respective units. Ctd.p/6

Kalpana Dabhi

JHILUKA INFRA
PROJECTS
PVT. LTD.
PROJECTS

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7.4 The developer shall at its/his own costs and expenses and without creating any financial and other liabilities upon the land owner will construct and complete the said newly proposed building and various units and/or apartments therein in accordance with the sanction building plan from the Bolpur Municipality and any amendment thereto or modifications thereof made or caused to be made by the developer.

7.5 All costs, charges and expenses including Architects fees shall be discharged by the developer and the owner shall bear no responsibility in this context.

**ARTICLE - VIII
POSSESSION & CONSTRUCTION**

8.1 It has been agreed by and between the land owner and the developer to construct, erect and complete the proposed building in the said premises and that the developer shall have the entire responsibility of construction of the said proposed building and the land owner shall have no responsibility regarding construction of the building and the developer hereby undertake that (s/he shall use the construction materials class-I, good quality and inside the flat of owner's allocated area also maintain same material as the developer use the material for the entire newly proposed building.

8.2 The developer agreed to commence foundation work of the newly proposed buildings within 60 days from the date of sanctioning the building plan by the appropriate authority.

8.3 The developer agrees to complete the construction of the newly proposed buildings and property finish the same within a period of 24 months (Excluding court order injunction, any unavoidable delay, acts of God and/or any effects of Force Majeure) from the date of commencement of the construction work.

**ARTICLE - IX
COMMON RESPONSIBILITIES**

9.1 As soon as the newly proposed building on the schedule mentioned property enumerated in the first schedule is completed and made fully habitable for residential/commercial purpose, upon obtaining necessary certificate(s) for completion from Bolpur Municipality according to the Rules and Regulations written there under. The developer or the person(s) and the land owner claiming through them shall punctually and regularly pay for their respective allocation, such rates and taxes and other statutory out going on the schedule herein below proportionately to the Local Authority or Authorities having statutory jurisdiction to levy the taxes or impositions.

9.2 Till all the saleable units within developer's as well as owner's allocation are sold away, the developer shall frame the rules or modes for the users and enjoyment of the residential units and other units of accommodation and shops if any and parking space in the said building, it will be the responsibility of the developer to arrange for maintenance of the common areas or the common utilities of the newly proposed building and therefore the developer will be entitled to realise the cost proportionately from the occupiers of the several units of the schedule mentioned property enumerated in the First Schedule herein below. All owners form the Apartment Owners' Association under Apartment Ownership Act, 1972.

**ARTICLE - X
COMMON RESTRICTIONS**

It has been agreed by and between the parties hereto that the newly proposed building shall be subject to the same restrictions on transfer and use as would be applicable to the developer's allocation in the newly proposed building intended for the common benefits of all occupiers of the entire completed buildings which shall be included as follows:-

Ctd. p/9

Kauffman, Deborah

Theresa A. Hollingsworth

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1. The land owner and the developer or the nominees of the land owner and the developer shall not use or permit to use their respective portions in the newly proposed building or any portions thereof for carrying on any obnoxious illegal and immoral trade or activity nor use the same for any purpose/purposes which may cause any nuisance, obstruction or hazard to other occupiers of the newly proposed building.

2. No party shall demolish or permit to demolish any wall or other structure in their respective portion or any part thereof or make any structural alteration therein without the consent of all other co-owners and without obtaining necessary permission from the concerned statutory authorities.

3. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or local bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.

4. The respective allottee/s or purchaser/s shall keep the interior walls, sewers, drains, pipes and other fitting and fixtures, floor and ceiling etc. in good conditions and repair the same so as not to cause any damage to the newly proposed building or any other space or accommodation therein, and shall keep the other indemnified from and against the consequences of any breach.

5. No party or person(s) claiming through any of the parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by co-owner or co-owners.

6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit them to be thrown or accumulate on or around the newly proposed building or in the compound, corridors or any other portion of the common areas in the newly proposed building and the premises.

7. In the event of any transfer, the above conditions shall be made applicable to and binding upon the transferee(s).

8. No Party shall alter any portion, elevation or colour scheme of the building and balconies and this condition shall be made applicable to and binding upon the transferee/s.

9. No Party shall keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the units and this condition shall be made applicable to and binding upon the transferee/s.

10. No Party shall affix or draw any wires, cables, pipes, from and to or through any common portion or outside walls of the building or other units and this condition shall be made applicable to and binding upon the transferee/s.

11. No Party shall keep any heavy articles or things which are likely to damage the floor or operate any machine other the usual home appliances and this condition shall be made applicable to and binding upon the transferee/s.

12. No Party shall decorate or paint or otherwise alter the colour scheme of the exterior of the said unit of the building of the common portions/including balconies or that portion of the individual apartment which can be seen or observed from outside and this condition shall be made applicable to and binding upon the transferee/s.

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JHINUK INFRA
DEVELOPER
PROPRIETOR

13. No Party shall carry on or to cause any obnoxious, injurious, dangerous, illegal or immoral activity in or through the unit or in the common portions and this condition shall be made applicable to and binding upon the transferee/s.

14. No Party shall do any acts or deeds which are forbidden by the rules and/or regulations framed from time to time by the Association/Service Organisation for the common purpose and for quite peaceful and beneficial enjoyment of the building and this condition shall be made applicable to and binding upon the transferee/s.

ARTICLE - XI
LAND OWNERS' OBLIGATION

1. The land owner hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the newly proposed building with permitted alterations, modifications and/or reversions.

2. The land owner shall not hold the developer liable in case there be any unavoidable delay in completion owing to reasons not attributable to willful latches and negligence on the part of the developer and/or due to acts of God and force majeure.

ARTICLE - XII
DEVELOPER'S OBLIGATION

1. The developer hereby agrees and covenants with the land owner to start construction of the newly proposed building in accordance with the sanctioned building plan approved by the Bolpur Municipality as hereinabove mentioned within two months from full vacant khas possession of the premises and the sanctioned building plan are received, and to complete the construction within 24 months from the date of commencement of the construction work.

2. The developer hereby agrees and covenants with the land owner not to violate or contravene any of the statutory provisions or rules or regulations applicable for construction of the said newly proposed building and agree to keep the land owner indemnified against all consequences of deviation etc. if made by the developer.

ARTICLE - XIII
MISCELLANEOUS

1. The land owner and the developer have entered into these agreement for development purely as contract and nothing herein contained shall be construed as partnership between the land owner and the developer and the parties hereto shall not constitute as an association of persons.

2. Any notice required to be given by the developer shall without prejudice to other mode of service available, be deemed to have been served on the land owner if delivered by and duly acknowledged or sent by registered post with acknowledgement due shall likewise be deemed to have been served on the developer by the land owner if delivered by hand or sent by registered post with acknowledgement due to the office of the developer.

3. The developer shall frame scheme under the existing statutory rules, regulations and provisions for management and administration of the said building and the common parts and the common utilities therein, which shall have to be abided by the parties whereas also by their respective transferees in case of transfer to purchasers by way of suitable covenants incorporated in the deed(s) of conveyance.

4. All the GST/Service Tax or any other Govt. taxes shall be collected and paid by the owner and the developer for their respective allocations.

Ctd.p/11

1-11-2022

JHINUK INFRA
PROPERTY DEVELOPER

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5. The Land Owner/s does not have and will not have any objection in providing or constructing the common facilities now or in future and it is agreed herein between the Land Owner/s and the Developer/s, in such a case common facilities of the complex like approach roads, pathway, drive way, drain, sewerage, water pump/s, water tank/s, electrical installation, including in transformer/s, electrical wiring, accessories for lighting the common areas, septic tank/s, main gate and other gates to the premises, deep tube well, common toilet/s, community hall (if any), office of the complex (if any), boundary wall etc. Generator will be included in the common facilities and will be enjoyed by all residents/owners of flats and commercial space owners (if any), tenants etc of the entire complex

**ARTICLE - XIV
FORCE MAJEURE**

1. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, strike, lock out, any legal disturbances and/or any other acts or commission beyond the control of parties, delay in installation of transformer/s by WBSSEDCL.

2. The parties hereto shall be considered to be liable for any obligations hereabove to the extent that the performance of the relative obligations prevented by the existence of the force majeure shall be suspended from the obligations during the period of this force majeure.

**ARTICLE - XV
ARBITRATION**

In case of any dispute or difference which may arise between the parties with regard to the construction, meaning and effect or interpretation of any of the terms and conditions or any part thereof herein confined or touching these presents or determination of any liability, the same shall be referred to arbitration and the decision of a SOLE ARBITRATOR if the party in dispute so agree, otherwise two arbitrators, one to be nominated by each party in case of difference of opinion between them, by the umpire selected by them at the commence of the reference shall be binding upon the parties and this clause shall be deemed to be a submission within the meaning of the ARBITRATION and CONCILIATION ACT, 1996 including its statutory modifications and re-enactment.

**ARTICLE - XVI
JURISDICTION**

The Learned Court/Courts having territorial jurisdiction over the said property shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Dist Birbhum, P. S. Bolpur, Mouza Bandhgora, J. L. No. 100, L. R. Khatian No. 8240, R.S. Dag No. 254, L. R. Dag No. 455, Classification Bastu, measuring about 12.11 decimal i.e. 0.1211 Acre AND R.S. Dag No. 253, L. R. Dag No. 458, Classification Bastu, measuring about 3.22 decimal i.e. 0.0322 Acre, Near Municipality Road, butted and bounded as follows:

AP

- On the North : Existing 16'-0" Wide Road.
- On the South : Land of R.S. Dag No. 254 & 253 i.e. L.R. Dag No. 455 & 458.
- On the East : Land of R.S. Dag No. 252.
- On the West : Existing 16'-0" Wide Road.

Ctd.p/12

Kedhanu Doh

JHINUK INFRA
Proprietor

-12-

SECOND SCHEDULE ABOVE REFERRED TO

(A) OWNERS' ALLOCATION

ALL THAT piece and parcel of 35% built up/Super built up area or proportionate - equivalent amount of sale of flat in each floor, 35% area or proportionate sale value of car parking space and Shops at the ground floor of the proposed ground plus four or more storied building as per sanction by the Bolpur Municipality in lieu of respective areas of land of the owners' herein together with common areas and facilities of the said Holding mentioned in first schedule above. A 3BHK flat which consist of one living-dining, one/two verandah, one kitchen, two/three toilets and three bedrooms at the south-west corner of second floor of the proposed building will be retained by the owner together with undivided proportionate share in the land together with right to use the common areas and facilities and common amenities. The area of the 3BHK flat will be deducted from owner's allocation of 35% as her proportionate share.

(B) DEVELOPER'S ALLOCATION

ALL THAT piece and parcel of 65% built up/Super built up area or proportionate equivalent amount of sale of flat in each floor, 65% area or proportionate sale value of car parking space and Shops at the ground floor of the proposed ground plus four or more storied building as per sanction by the Bolpur Municipality in lieu of respective areas of land of the developer's herein together with common areas and facilities of the said Holding mentioned in first schedule above.

**THIRD SCHEDULE ABOVE REFERRED TO
SPECIFICATION OF MATERIAL**

THE STRUCTURE

RCC framed structure
200 mm thick peripheral brick wall
125 mm thick internal partition wall

FLOORING

Vitrified Tiles in Drawing, Dining and Bed Rooms
Marble/Antiskid ceramic tiles in Toilets with glazed ceramic tiles dado upto 7 feet high.
Marble/Antiskid Ceramic Tiles in Kitchen with granite counter, ceramic tiles dado upto 2 feet high.

DOORS & HARDWARES

Decorative flush door at entrance and Flush doors in the toilets in all other rooms
Hardware fittings of reputed brands

WINDOWS & BALCONIES

Coloured anodised aluminium sliding windows with Glass
MS fabrication work as per design in the balconies and windows or UPVC

INTERNAL FINISH

Wall Putty

EXTERNAL FINISH

Mix of water-proof cum weather-proof paint for external wall

SANITARY WARE & FITTINGS

Basins and water closets of reputed brands of white colour
CP fittings of reputed brands
Hot and Cold water lines in toilets

Ctd.p/13

Kalpana Dada

JHINUK INFRA
Proprietor

-13-

ELECTRICAL

- AC point in Bed Rooms
- Geyser point in toilets
- Adequate Number of light, fan and socket point
- Chimney and water purifier line in kitchen
- Washing Machine point
- Safety equipment such as circuit breaker and more

PLUMBING AND WATER LINE

For entire soil plumbing and for water line, waste water line and Rain Water line for which HDPE pipe may be used.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hand and seal on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Land Owner:
In the Presence of:

- Atadul Hossain
Bolgpur, Birbhum
- Rupak Mondal
Bolgpur, Birbhum
- Shyamal Datta Bolgpur Birbhum

Kalpana Dada

SIGNATURE OF THE LAND OWNER

SIGNED, SEALED AND DELIVERED

by the Developer:
In the Presence of:

- Atadul Hossain
Bolgpur, Birbhum
- Rupak Mondal
Bolgpur, Birbhum
- Shyamal Datta Bolgpur Birbhum
Land Owner

JHINUK INFRA
Proprietor

SIGNATURE OF THE DEVELOPER



Kalpana Dada

Kalpana Dada

Ctd.p/14

Handwritten mark

Developer



JHINUK INFRA
Signature
PROPRIETOR

Kulsum Dahi

-14-



Left Hand



Right Hand

JHINUK INFRA
Signature
PROPRIETOR

JHINUK INFRA
Signature
PROPRIETOR

Drafted, Prepared & Printed by:

Abdul Hakim
Abdul Hakim
Advocate, Bolpur Court,
Registration No. WB/554/2011.

PERMANENT CERTIFICATE OF ENLISTMENT

West Bengal Municipal Act, 1993

[See Section 118]

(Duplicate to be filled up)

Bolpur Municipality

Bolpur, Birbhum

The Board of Councillors of Bolpur Municipality hereby grant unto Dwalpayan Ghosh, the proprietor of JHINUK INFRA, residing and / or carrying on or intending to carry on business at holding Premises No. 39/39/1/FF-01/FL-01/BLK-B, 39/39/1/FF-01/FL-01/BLK-B, BANDHGORAPALLY NORTH BOLPUR BIRBHUM, bolpur, bolpur, Pincode- 731204 in Ward No. 6 and exercising or intending to exercise the Profession, Trade or Callings of **Other Enterprises(Category), Builder(Nature of Business)** this Permanent Certificate of Enlistment under Section 118 of the West Bengal Municipal Act, 1993 and acknowledge to have received in consideration thereof, a total fee of ₹ 6360/- (Rupees : Six Thousand Three Hundred Sixty) only.

This Certificate of Enlistment will be in force until the 29th day of May, 2025 and to be produced at the time of renewal.

Date of Issuance : 30-05-2022



Bolpur Municipality|Builder|0917P78922195866|30-05-2022|29-05-2025

(Scan QR Code with QR Reader)

Disclaimer : This document is auto-generated through Computer system as per data submitted by the applicant himself in online procedure. Respective Department / Authority/ Institution/ Office may verify the documents / credentials from the CE holder , if so deem fit.



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

I-9427/22

GRN Details

GRN: 192022230085698841 Payment Mode: Online Payment
GRN Date: 29/07/2022 10:52:13 Bank/Gateway: State Bank of India
BRN: IK0BUVMJP7 BRN Date: 29/07/2022 10:53:18
Payment Status: Successful Payment Ref. No: 2002308376/3/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Dwaipayan Ghosh
Address: Bolpur Birbhum
Mobile: 7699551553
Depositor Status: Buyer/Claimants
Query No: 2002308376
Applicant's Name: Mr Abdul Hakim
Identification No: 2002308376/3/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002308376/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	2020
2	2002308376/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	2041

IN WORDS: TWO THOUSAND FORTY ONE ONLY.

Major Information of the Deed



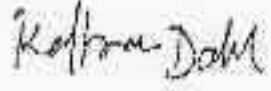
Deed No :	I-0303-09427/2022	Date of Registration	29/07/2022
Query No / Year	0303-2002308376/2022	Office where deed is registered	
Query Date	28/07/2022 5:09:49 PM	A.D.S.R. BOLPUR, District: Birbhum	
Applicant Name, Address & Other Details	Abdul Hakim FA - 04, Netaji Market, Bolpur, Thana : Bolpur, District : Birbhum, WEST BENGAL, PIN - 731204, Mobile No. : 9232396890, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
	Rs. 44,84,025/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip.(Urban area)		

Land Details :

District: Birbhum, P.S:- Bolpur, Municipality: BOLPUR, Road: Bolpur municipality road, Mouza: Bandhgoda, JI No: 100, Pin Code : 731235

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-455 (RS :-254)	LR-6240	Bastu	Bastu	12.11 Dec		35,42,175/-	Width of Approach Road: 16 Ft.,
L2	LR-456 (RS :-253)	LR-6240	Bastu	Bastu	3.22 Dec		9,41,850/-	Width of Approach Road: 16 Ft.,
TOTAL :					15.33Dec	0 /-	44,84,025 /-	
Grand Total :					15.33Dec	0 /-	44,84,025 /-	



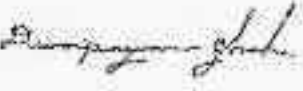
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs KALPANA DALAL (Presentant) Wife of Mr SHYAMAL DALAL Executed by: Self, Date of Execution: 29/07/2022 , Admitted by: Self, Date of Admission: 29/07/2022 , Place : Office	 <small>29/07/2022</small>	 <small>LTI 29/07/2022</small>	 <small>29/07/2022</small>
PRABHAT SARANI, BANDHGORA, NEAR SDO OFFICE, BOLPUR, City:- Bolpur, P.O:- BOLPUR, P.S:- Bolpur, District:-Birbhum, West Bengal, India, PIN:- 731204 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: ADxxxxxx4R, Aadhaar No: 25xxxxxxxx8027, Status :Individual, Executed by: Self, Date of Execution: 29/07/2022 , Admitted by: Self, Date of Admission: 29/07/2022 ,Place : Office				



Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	JHINUK INFRA FLAT NO: FF-01, FIRST FLOOR, BLOCK-B, ALAPAN APARTMENTS, BANDHGORA, 39/39/1/F-01 SRINIKETAN ROAD NORTH, BOLPUR, City:- Bolpur, P.O:- BOLPUR, P.S:-Bolpur, District:-Birbhum, West Bengal, India, PIN:- 731204 , PAN No.: BRxxxxxx8J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr DWAIPAYAN GHOSH Son of Mr BISWA BIJOY GHOSH Date of Execution - 29/07/2022 , Admitted by: Self, Date of Admission: 29/07/2022, Place of Admission of Execution: Office	 <small>JUL 29 2022 5:09PM</small>	 <small>LTI 29/07/2022</small>	 <small>29/07/2022</small>
KALIMOHAN PALLY, BOLPUR, City:- Bolpur, P.O:- BOLPUR, P.S:-Bolpur, District:-Birbhum, West Bengal, India, PIN:- 731204, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BRxxxxxx8J, Aadhaar No: 78xxxxxxxx3580 Status : Representative, Representative of : JHINUK INFRA (as SOLE PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ABDUL HAKIM Son of Late: MD RUSTAM FA 04 NETAJI MARKET, BOLPUR, City:- Bolpur, P.O:- BOLPUR, P.S:-Bolpur, District:-Birbhum, West Bengal, India, PIN:- 731204			<i>Abdul Hakim</i>
	29/07/2022	29/07/2022	29/07/2022

Identifier Of Mrs KALPANA DALAL , Mr DWAIPAYAN GHOSH

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs KALPANA DALAL	JHINUK INFRA-12.11 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mrs KALPANA DALAL	JHINUK INFRA-3.22 Dec

Land Details as per Land Record

District: Birbhum, P.S:- Bolpur, Municipality: BOLPUR, Road: Bolpur municipality road, Mouza: Bandhgoda, JI No: 100, Pin Code : 731235

Sch No	Plot & Khatian Number	Details Of Land	Owner name In English as selected by Applicant
L1	LR Plot No:- 455, LR Khatian No:- 6240	Owner:করনা দালাল, Gurdian:শ্যামল , Address:রাইপুর,বোলপুর , Classification:শালি, Area:0.12110000 Acre,	Mrs KALPANA DALAL
L2	LR Plot No:- 456, LR Khatian No:- 6240	Owner:করনা দালাল, Gurdian:শ্যামল , Address:রাইপুর,বোলপুর , Classification:শালি, Area:0.03220000 Acre,	Mrs KALPANA DALAL

On 29-07-2022

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

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

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

Presented for registration at 12:12 hrs on 29-07-2022, at the Office of the A.D.S.R. BOLPUR by Mrs KALPANA DALAL ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 44,84,025/-

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

Execution is admitted on 29/07/2022 by Mrs KALPANA DALAL , Wife of Mr SHYAMAL DALAL , PRABHAT SARANI, BANDHGORA, NEAR SDO OFFICE, BOLPUR, P.O: BOLPUR, Thana: Bolpur, , City/Town: BOLPUR, Birbhum, WEST BENGAL, India, PIN - 731204, by caste Hindu, by Profession House wife

Indetified by Mr ABDUL HAKIM , , Son of Late MD RUSTAM , FA 04 NETAJI MARKET, BOLPUR, P.O: BOLPUR, Thana: Bolpur, , City/Town: BOLPUR, Birbhum, WEST BENGAL, India, PIN - 731204, by caste Muslim, by profession Advocate

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

Execution is admitted on 29-07-2022 by Mr DWAIPAYAN GHOSH , SOLE PROPRIETOR, JHINUK INFRA (Sole Proprietorship), FLAT NO. FF-01, FIRST FLOOR, BLOCK-B, ALAPAN APARTMENTS, BANDHGORA, 39/39/1/F-01 SRINIKETAN ROAD NORTH, BOLPUR, City:- Bolpur, P.O:- BOLPUR, P.S:-Bolpur, District:-Birbhum, West Bengal, India, PIN:- 731204

Indetified by Mr ABDUL HAKIM , , Son of Late MD RUSTAM , FA 04 NETAJI MARKET, BOLPUR, P.O: BOLPUR, Thana: Bolpur, , City/Town: BOLPUR, Birbhum, WEST BENGAL, India, PIN - 731204, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs.21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/07/2022 10:53AM with Govt. Ref. No: 192022230085698841 on 29-07-2022, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BUVMJP7 on 29-07-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 2,020/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-
2. Stamp: Type: Impressed, Serial no 18628, Amount: Rs.5,000/-, Date of Purchase: 22/07/2022, Vendor name: M B Basu

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/07/2022 10:53AM with Govt. Ref. No: 192022230085698841 on 29-07-2022, Amount Rs: 2,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BUVMJP7 on 29-07-2022, Head of Account 0030-02-103-003-02

Has

TANMOY KOLEY
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BOLPUR
Birbhum, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0303-2022, Page from 208102 to 208123

being No 030309427 for the year 2022.



Digitally signed by TANMOY KOLEY
Date: 2022.08.05 12:34:33 +05:30
Reason: Digital Signing of Deed.

Seal →

(TANMOY KOLEY) 2022/08/05 12:34:33 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BOLPUR
West Bengal.

✓ Certified to the same copy
of the instrument
Transcribe / J-manuscript

Copy Cheked by
[Signature]
22/08/22

[Signature]
A.D.G. Dist. Sub-Registrar
Bolpur, Birbhum
22/08/22

(This document is digitally signed.)

Dated No-10/10 Year-2021



जन्मस्थान: पश्चिम बंगाल WEST BENGAL;

72AB 133036

Copy No. 1845
dt.- 22/08/22

10/-	2/-
E (H) Rs	2/-
G (H) Rs	90/-
G (H) Rs	10/-
C. Fee Rs	10/-
Stamp Rs	10/-
...	...



Total Rs 114/-
 Copy No 1845 dt. 22/08/22
 Paid to Off. A. Haxm
 22/08/22

[Signature]
 Addl. Dist. Sub-Registrar
 Bolpur, Birbhum
 22/08/22