

**DEVELOPMENT AGREEMENT** 

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**THIS DEVELOPMENT AGREEMENT** is made at Burdwan on this the 28<sup>th</sup> day of May 2024.

### BETWEEN

1) BANI MUKHERJEE, PAN-AEJPM7666P, wife of Late Sanat Kumar Mukherjee, by caste- Hindu, by occupation-Retired Person, by nationality-Indian, residing at C/1, 25 Sabji Bagan Lane, Alipore, Kolkata-700027, 2) DIBYENDU HAZRA, PAN-AAQPH5334Q, son of Late Radha Gobinda Hazra, by caste- Hindu, by occupation-Ex-serviceman, by nationality-Indian, residing at 2A "PROTICHI", Officer's Colony, P.O.-Sripally, P.S.- Burdwan, Dist.- Purba Bardhaman, PIN-713103, 3) KRISHNENDU HAZRA, PAN-AAXPH5803P, son of Late Radha Gobinda Hazra, by caste- Hindu, by occupation-Service, by nationality-Indian, residing at 1/DE, Greenwood Park Extension, Action Area-1B, Newtown, Kolkata, North 24 Parganas, PIN-700156 and 4) KALYAN HAZRA, PAN-ABYPH5970R, son of Late Harinarayan Hazra, by caste-Hindu, by occupation-Service, by nationality-Indian, residing at S.N. Banerjee Road, A-zone, Durgapur (Municipal Corporation), P.S.- Dist.-Paschim Bardhaman, PIN-713204, herein after referred to and called as the "OWNERS" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, successors, legal representatives, administrators, executors and assigns) of the FIRST PART;

#### AND

R.D. CONSTRUCTION, an association of person, (PAN No.-AASFR8781K), having its office address Radhaprasanna Bhawan, Indrakanan, P.O.- Sripally, Dist. Purba Bardhaman, PIN-713103, represented by its partners namely 1) SRI UTTAM KUMAR ROY, PAN-AIAPR9017L, son of Late Radhaprasanna Ray, by caste- Hindu, by occupation- Business, resident of Radhaprasanna Bhawan, Indrakanan, P.O.- Sripally, Dist. PurbaBardhaman, PIN-713103, and 2)

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SRI PARTHA DAS, PAN- ADUPD9422C, Son of Late Dulal Das, by caste-Hindu, by occupation- Business, resident of NetajiSubhas Nagar (North), P.O.- Ghola Bazar, Dist. North 24 Parganas, PIN-743165, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their successors, legal representatives, transferees and/or assigns) of the **OTHER PART** 

WHEREAS the land properties mentioned in serial nos.1 and 2 of the schedule below previously belonged to Anushri Dan and her name was duly recorded in LRROR

AND WHEREAS during her title and possession over the said land said Anushri Dan sold the Land Property mentioned in serial no.1 of the schedule below unto and in favour of Partha Narayan Hazra, free from all encumbrances, absolutely and forever by virtue of Deed of Sale executed on 23/06/1988 and registered in the office of A.D.S.R., Burdwan, as Deed No.4727 for the year 1988.

AND WHEREAS Partha Narayan Hazra was actually a Benamdar in respect of said property and so he executed a Deed of Release on 14/08/1991 in favour of the real owners Dibyendu Hazra and Krishnendu Hazra and got the same registered in the office of A.D.S.R., Burdwan, as Deed No. 4829 for the year 1991

AND WHEREAS subsequently said Dibyendu Hazra and Krishnendu Hazra during their ownership and possession, sold the same to Bani Mukherjee by virtue of the Sale Deed executed on11/05/1992 and registered in the office of DSR, Burdwan as Deed No. 3879 for the year 1992

AND WHEREAS on becoming owner and possessor of said 2150 sq.ft. land, mentioned in serial no.1 of the schedule below, said Bani Mukherjee, being the above referred OWNER No.1, got her name

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mutated in LRROR under L.R.Khatian No.3277 and obtained permission for conversion to convert the said land from "Sali" to "Bastu" vide Case No.174/15 of B.L.&.L.R.O. Burdwan-II

AND WHEREAS on the other hand during her title and possession over the said land said Anushri Dan sold the Land Property mentioned in serial no.2 of the schedule below unto and in favour of Dibyendu Hazra and Krishnendu Hazra, free from all encumbrances, absolutely and forever by virtue of Deed of Sale executed on 20/06/1988 and registered in the office of A.D.S.R., Burdwan, as Deed No.4595 for the year 1988.

AND WHEREAS on becoming owners and possessors of said 2150 sq.ft. land, mentioned in serial no.2 of the schedule below, said Dibendu Hazra and Krishnendu Hazra, being the above referred OWNER Nos.2 and 3 respectively, got their name mutated in LRROR under L.R. Khatian No. 3139 and 3140 and obtained permission for conversion to convert the said land from "Sali" to "Bastu" vide Case No.169/15 of B.L.&.L.R.O. Burdwan-II

AND WHEREAS the land properties mentioned in serial nos.3 and 4 of the schedule below along with 513 sq.ft. strip of land gifted to Burdwan Municipality vide Deed No, 532 of 2024 of ADSR, Burdwan, previously belonged to Sabita Dutta and her name was duly recorded in LRROR

AND WHEREAS during her title and possession over the said land said Sabita Dutta sold the said Land unto and in favour of Hari Narayan Hazra and Deb Narayan Hazra, free from all encumbrances, absolutely and forever by virtue of Deed of Sale executed on 23/06/1988 and registered in the office of A.D.S.R., Burdwan, as Deed No.4725 for the year 1988.

AND WHEREAS during his title and possession over the said land said Deb Narayan Hazra sold his undivided ½ share of said land properties, unto and in favour of Kalyan Hazra, free from all encumbrances,

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absolutely and forever through his constituted attorney Ramchadra Hazra by virtue of Deed of Sale executed on 30/03/2000 and registered in the office of A.D.S.R., Burdwan, as Deed No.2131 for the year 2000.

AND WHEREAS thereafter said Kalyan Hazra, being the above referred OWNER No.4, got his name mutated in LRROR in respect of plot no.99 and 103 and obtained permission to convert the said land from "Sali" to "Bastu" vide Case No.183/15 and Case No.201/16 of B.L.&.L.R.O. Burdwan-II.

AND WHEREAS on the other hand said Hari Narayan Hazra, got his name mutated in LRROR in respect of his share in plot no.99 and 103 and obtained permission to convert the said land from "Sali" to "Bastu" vide Case No.184/15 and Case No.200/16 of B.L.&.L.R.O. Burdwan-II.

AND WHEREAS during his title and possession over the said land properties mentioned, said Hari Narayan Hazra died intestate leaving behind his wife- ALO HAZRA, son- KALYAN HAZRA and daughter-PARAMITA DAS

AND WHEREAS thus ALO HAZRA, KALYAN HAZRA and PAROMITA DAS inherited Hari Narayan Hazra's share of said land properties, in equal share having 1/3<sup>rd</sup> share each.

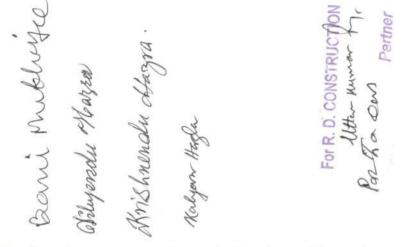
AND WHEREAS subsequently said Alo Hazra and Paromita Das transferred their undivided inherited 2/3<sup>rd</sup> share in said land in favour Kalyan Hazra, by virtue of Deed of Gift executed on 19/10/2021 and registered in the office of A.D.S.R., Burdwan, as Deed No.020308494 for the year 2021.

AND WHEREAS in the aforesaid Deed No.020308494 for the year 2021 there were certain mistake in the boundary length, so Alo Hazra and Paromita Das executed a Deed of Declaration on 12/04/2022 in favour Kalyan Hazra and thereby declared the correct boundary length and

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said Deed of Declaration was registered in the office of A.D.S.R., Burdwan, as Deed No.IV-020300055 for the year 2022.

AND WHEREAS thus the abovenamed Kalyan Hazra became sole owner and possessor of land properties mentioned in serial nos. 3 and 4 of the schedule below along with 513 sq.ft. strip of land gifted to Burdwan Municipality vide Deed No, 532 of 2024 of ADSR, Burdwan

AND WHEREAS the above referred OWNER Nos. 1 to 4 with the intension to Develop the said properties clubbed and amalgamated their above mentioned respective areas in a single holding being no.352 of Ward No.12 of Burdwan Municipality, having total area of 6480 sq.ft.

AND WHEREAS the above referred OWNER Nos. 1 to 4 gifted more or less 513 sq.ft. area of strip of land (comprised of 426.681 sq.ft. from plot no.99 and 86.327 sq.ft. from plot no.103) from the above mentioned 6480 sq.ft. land having holding no.352 in favour of Burdwan Municipality by executing a Deed of Gift on 24th January 2024 and got the same registered in the office of ADSR, Burdwan as Deed No, 532 of 2024 for the purpose of widening the width of the Municipal Road adjacent to said property and to get the benefit of erecting additional floor of proposed building and subsequently they jointly applied for sanctioned plan before Burdwan Municipalty.

AND WHEREAS building plan was sanctioned and permit, bearing Building Permit No. SWS- OBPAS/1201/2024/0418 dated 16/05/2024 have been issued from Burdwan Municipality for construction of G+4 Storied Building and as according to Rule-49 and 50 of W.B.Municipal (Building) Rules,2007 the area of land gifted to Municipality shall be considered for FAR and Ground Coverage as applicable, the total area of land, shown in the sanctioned plan was inclusive of gifted area, but said gifted area was kept vacant for road in the sanctioned plan.

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AND WHEREAS at present aforesaid BANI MUKHERJEE is the owner of land property mentioned in serial no.1 of the schedule below, aforesaid DIBYENDU HAZRA and KRISHNENDU HAZRA are the owners of land property mentioned in serial no.2 of the schedule below, and aforesaid KALYAN HAZRA is the owner of land property mentioned in serial nos.3 and 4 of the schedule below and they have been possessing the same and exercising their right, title, interest by clubbing and amalgamating the said properties under a single holding being no.352 of Ward No.12 of Burdwan Municipality by paying Municipal rates and taxes and also by paying rent to the Government as owners without any disturbance from others and said property is in vacant condition at present.

AND WHEREAS the OWNERS herein considering their lack of experience for making construction as well as due to paucity of fund, decided to make development of the property fully mentioned in schedule-Aconstructing multi-storeyed building, by appointing one suitable DEVELOPER with sufficient knowledge, experience & financial capability of making construction, subject to condition that the DEVELOPER shall give and handover the 45% constructed area, proposed to be constructed on the property fully mentioned in schedule-A and the remaining 55% constructed area shall be kept by the DEVELOPER.

AND WHEREAS the DEVELOPER herein coming to know the intention of the Owners herein, made approach for making development of the property fully mentioned in schedule-A with certain terms and conditions and the Owners herein considering the bonafide approach and also considering the fame & goodwill of the DEVELOPER herein, agreed to appoint the DEVELOPER for constructing the proposed multistoried building and also conveyed some terms and conditions to the DEVELOPER herein and the DEVELOPER considering the bonafide terms, also agreed to accept the same

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AND WHEREAS the parties herein considering each of their proposal have now agreed to accept the same and the parties herein for avoiding all legal complications, future disputes and for maintaining good relation do hereby agree on the following terms and conditions:

**NOW THIS AGREEMENT WITHNESSETH** and it is hereby agreeing upon by and between the parties hereto on the following terms and conditions.

### ARTICLE - I - DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with:

1. OWNERS: shall mean the aforesaid 1) BANI MUKHERJEE, PAN-AEJPM7666P, wife of Late Sanat Kumar Mukherjee, by caste-Hindu, by occupation-Retired Person, by nationality-Indian, residing at C/1, 25 Sabji Bagan Lane, Alipore, Kolkata-700027, 2) DIBYENDU HAZRA, PAN-AAQPH5334Q, son of Late Radha Gobinda Hazra, by caste- Hindu, by occupation-Ex-serviceman, by nationality-Indian, residing at 2A "PROTICHI", Officer's Colony, P.O.-Sripally, P.S.- Burdwan, Dist.- Purba Bardhaman, PIN-713103, 3) KRISHNENDU HAZRA, PAN-AAXPH5803P, son of Late Radha Gobinda Hazra, by caste- Hindu, by occupation-Service, by nationality-Indian, residing at 1/DE, Greenwood Park Extension, Action Area-1B, Newtown, Kolkata, North 24 Parganas, PIN-700156 and 4) KALYAN HAZRA, PAN-ABYPH5970R, son of Late Harinarayan Hazra, by caste- Hindu, by occupation-Service, by nationality-Indian, residing at S.N. Banerjee Road, A-zone, Durgapur (Municipal Corporation), P.S.- Dist.- Paschim Bardhaman, PIN-713204 (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, successors, legal representatives, administrators, executors and assigns)

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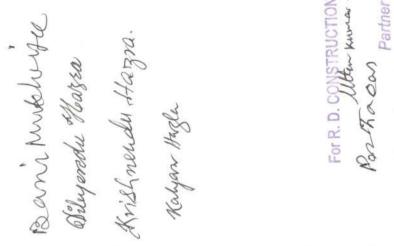


- 2. DEVELOPER: shall mean and include the R.D. CONSTRUCTION, an association of person, (PAN No.- AASFR8781K), having its office address Radhaprasanna Bhawan, Indrakanan, P.O.- Sripally, Dist. PurbaBardhaman, PIN-713103, represented by its partners namely 1) SRI UTTAM KUMAR ROY, PAN-AIAPR9017L, son of Late Radhaprasanna Ray, by caste- Hindu, by occupation- Business, resident of Radhaprasanna Bhawan, Indrakanan, P.O.- Sripally, Dist. PurbaBardhaman, PIN-713103, and 2) SRI PARTHA DAS, PAN-ADUPD9422C, Son of Late Dulal Das, by caste- Hindu, by occupation- Business, resident of NetajiSubhas Nagar (North), P.O.- Ghola Bazar, Dist. North 24 Parganas, PIN-743165, (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their successors, legal representatives, transferees and/or assigns)
- 3. **TITLE DEEDS:** shall mean all the documents of title relating to the said land, which shall be handed over and/or handed over in original to the Developer at the time of execution of the agreement.
- **4. PROPERTY:** shall mean **ALL THAT** piece and parcel of land as described in the schedule-A of this deed described herein below, hereinafter referred to as "said property"
- 5. BUILDING PLAN: shall mean such plan to be prepared by the Architect/ Engineer/L.B.S. for the construction of the building and to be sanctioned by the concerned Municipality. Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.
- 6. BUILDING / PROPOSED BUILDING: shall mean the Multistoried Building (G+4) which is to be constructed over the property, mentioned in Schedule-A hereunder, as per plan bearing Building Permit No. SWS- OBPAS/1201/2024/0418 dated 16/05/2024 sanctioned by the Burdwan Municipality and same will be named as "KAMALA VILLA"

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- 7. CONSTRUCTED AREA: CONSTRUCTED AREA shall mean the space in the Building available for independent use and the occupation including the space demarcated for common areas and facilities.
- 8. APARTMENT / FLAT: shall mean the covered space consisting of bed rooms, dining room, drawing room, toilet, kitchen, balcony etc. and all fittings and fixtures and common parts and spaces therein together with undivided impartible proportionate share or interest in the land comprising in the "New Building" together with common rights, facilities and amenities.
- 9. PARKING SPACE: PARKING SPACE means a place within the project enclosed and covered, having a roof, sufficient in size to park vehicles with a driveway connecting the parking space with a street or alley and permitting ingress and egress of vehicle but does not include an unenclosed or uncovered parking space such as open parking areas
- 10. COMMON AREA, FACILITIES AND AMENITIES: shall mean and include, corridors stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoyment as per Real Estate (Regulation and Development) Act, 2016 or as will be mutually agreed by and between the owners and the Developer.
- 11. SALEABLE SPACE: shall mean the flat/parking space in the building available for independent use and occupation of the selfcontained flat after making due provision for common amenities and facilities for better enjoyment against consideration.
- 12. CARPET AREA: Carpet area means the net usable area of an apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace are, but includes the area covered by internal partition walls of the apartment or as will be defined under RERA Act, 2016
- 13. COVERED AREA: COVERED AREA shall mean in case of a flat, the total area of the flat only i.e. wall to wall measurement including the Bathrooms and Balconies and also thickness of the walls and

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pillars, PROVIDED THAT if any wall be common between Two Flats then one - half of the area under such wall shall be included in each Flat. In case of parking space covered area means plinth area of said parking space.

- 14. BUILT UP AREA: BUILT UP AREA shall mean the plinth area of the said flat including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions in the floor PROVIDED THAT if any wall be common between two flats then one half of the area under such wall shall be included in each Flat.
- OWNERS' ALLOCATION OWNERS' ALLOCATION IN THE 15. BUILDING shall mean the 45% of the G+4 storied proposed building i.e., 45% of the total constructed area of 1st to 4th Floor of the proposed building and 45% of parking space of ground floor of the proposed building. Against the 45% of the total constructed area of 1st to 4th Floor of the proposed building, owner will take seven selfcontained habitable flats i.e., Two Flats- being Flat nos. B1 and D1, located at FIRST FLOOR, Three Flats-being Flat nos. B1, C1 and D1 located at SECOND FLOOR, One Flat -being Flat no.B1 located at THIRD FLOOR and One Flat -being Flat no.C1 located at FOURTH FLOOR (as shown in aforesaid sanctioned plan under Building Permit No.SWS-OBPAS/1201/2024/0418 16/05/2024) together with undivided proportionate share of land and common areas, facilities and amenities as available to the proposed new G+4 storied Building; and against the 45% of parking space of the ground floor of the proposed building owners will jointly take four parking space being nos.- 2, 8, 9 and 10 as shown in aforesaid sanctioned plan (under Building Permit No.SWS-OBPAS/1201/2024/0418 dated 16/05/2024). Beyond the above the owner shall have no other claim in the property. Be it mentioned that among the aforesaid seven flats and four parking space,
  - Flat nos. B1 and D1 of First Floor and Parking Space No.8 of Ground Floor are allocated to Owner No.4 Mr.Kalyan Hazra,

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- Flat no. D1 of Second Floor and Flat No. B1 of the Third Floor and Parking Space No.2 of Ground Floor are allocated to Owner No.1 Mrs.Bani Mukherjee,
- Flat no. B1 of Second Floor and Parking Space No.9 of Ground Floor are allocated to Owner No.3 Mr.Krishnendu Hazra
- Flat no. C1 of Second Floor and Parking Space No.10 of Ground Floor are allocated to Owner No.2 Mr. Dibyendu Hazra
- Flat No. C1 of Forth Floor is allocated to all the above named owners jointly.
- DEVLOPERS' ALLOCTION- DEVELOPER'S ALLOCATION IN THE BUILDING shall mean the 55% of the G+4 storied proposed building i.e., 55% of the total constructed area of 1st to 4th Floor of the proposed building and 55% of parking space of Ground floor of the proposed building. Against the 55% of the total constructed area of 1st to 4th Floor of the proposed building, Developer will take Nine selfcontained habitable flats i.e., Two Flats, being Flat nos. A1 and C1located at FIRST FLOOR, One Flat being Flat nos. A1- located at SECOND FLOOR, Three Flats -being Flat no.A1, C1 and D1 located at THIRD FLOOR and Three Flats -being Flat no.A1, B1 and D1 located at FOURTH FLOOR (as shown in aforesaid sanctioned plan under Building Permit No.SWS-OBPAS/1201/2024/0418 dated 16/05/2024) of the Proposed Building together with undivided proportionate share of land and common areas, facilities and amenities available to the proposed new G+4 storied Building; and against the 55% of parking space of the ground floor of the proposed building Developer will take seven parking space being nos.-1,3,4,5,6, 7 and 11 as shown in aforesaid sanctioned plan (under Permit No. SWS- OBPAS/1201/2024/0418 dated Building 16/05/2024) and said Nine flats and Seven parking space are allocated exclusively to the above named Developer.
- 17. TRANSFER: shall mean and included transfer by delivery of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchaser(s) / Allottee(s) thereof against valuable consideration.

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## ARTICLE - II : COMMEENCEMENT & DURATION

1. This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the flat/ parking space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat owners' Association, if required, this Development Agreement will be coming to an end.

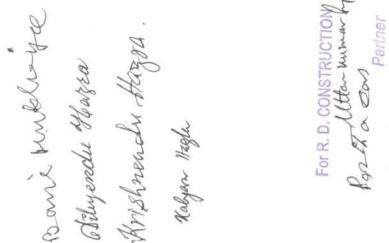
# ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

- 1. The OWNERS hereby declare that they are the joint and absolute owners of the scheduled property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owners have good and marketable title over the said land.
- 2. That the OWNERS hereby agree that they will not grant lease, mortgage, charge or encumber the scheduled property in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of the DEVELOPER and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.
- 3. That the OWNERS hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land and betterment of project and also for the betterment of title over the Schedule property and the OWNERS also agreed to pay all the costs and expenses of the documents in up-to-

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date condition and for betterment of Title of the property of the OWNERS herein.

- 4. That the OWNERS shall be liable and responsible for litigation, if any arose due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the DEVELOPER will be entitled to get cost of litigation from the OWNERS, which will be incurred by the DEVELOPER during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the OWNERS' ALLOCATION shall not be considered the delay on the part of the DEVELOPER.
- 5. That the OWNERS hereby undertake(s) to deliver and/or handover all the Photostat copy and/or Original of all the Deeds and documents to the DEVELOPER at the time of execution of this Agreement and if the Original documents is not delivered in favour of the DEVELOPER, then produce all the Original documents, whenever called for production of the same by the DEVELOPER.
- 6. That the OWNERS hereby giving exclusive license to the DEVELOPER to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the DEVELOPER to enter into agreement for sale, lease, transfer, mortgage and to dispose of the DEVELOPER'S ALLOCATION together with right to assignment of all the rights title interest of this agreement to any third party and the OWNERS will give necessary consent for betterment of this project without raising any objection to that effect save and expect the OWNERS' ALLOCATION as mentioned. For that purpose the OWNERS hereby agree to execute a Registered Development Power of Attorney in favour of the DEVELOPER or its nominated person/s in respect of the DEVELOPER'S ALLOCATION and also for the purpose of addition, alteration, revision of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the

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same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if require by the Developer, the owners will put their signature on the Agreement for Sale and Deed of conveyance of Developer's allocation portion and other related documents. It is also further agreed that for the purpose of betterment of the intending purchaser(s) / Allottee(s), if required, the OWNERS herein will join in the Deed of Conveyance as owners for Transfer the Flat to the intending purchaser(s) / Allottee(s).

- 7. The OWNERS hereby undertakenot to do any act, deeds or things by which the DEVELOPER may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers / Allottee(s) of the DEVELOPER'S ALLOCATION. If the DEVELOPER fails to deliver possession of the owners' Allocation within the stipulated period, then the OWNERS will be entitled to get compensation/damages from the DEVELOPER as deemed fit by the DEVELOPER. Be it mentioned here that the Time will be essence of the contract.
- 8. That the OWNERS hereto without being influenced or provoked by anybody do hereby categorically declared that the DEVELOPER shall continue to construct the building exclusively in the name of the Developer/Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the OWNERS shall have no financial participation and or involvement. The DEVELOPER shall handover the complete habitable peaceful vacant possession of the OWNERS' ALLOCATION within 36 (thirty six) months from the date of execution of this agreement and the time is the essence of this Contract and such time shall be enhanced and/or extended for another 6 (Six) months for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the DEVELOPER and if the DEVELOPER fails or neglects to handover the possession of Owners' Allocation within the said stipulated period, then in that case the OWNERS shall have every right to take legal steps with due process of law.

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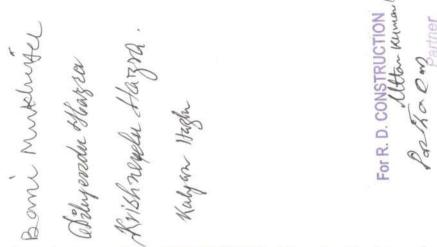
## DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION

- 1. The DEVELOPER hereby agreed to complete the G+4 storied building over the property as per plan as sanctioned by the concerned Municipal Authority with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G+4-storied Building will be submitted for sanction before the concerned Municipality
- 2. The DEVELOPER hereby declares to take care of the local hazards or accident during the continuation of construction after passing of sanctioned building plan and the owners shall have no liability to that effect.
- 3. All applications plans papers and documents as may be required by the DEVELOPER for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the DEVELOPER with due signature of the OWNERS or on behalf of the OWNERS as may be required and all costs expenses and charges be paid by the DEVELOPER and also for construction of the building thereon and the DEVELOPER will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.
- 4. The DEVELOPER hereby agreed to deliver possession of the OWNERS' ALLOCATION in the proposed new building within aforesaid stipulated time period. If require for the benefit of the parties hereto, the Developer and owners can jointly execute necessary supplementary Agreement before or after completion of the proposed building. Be it pertinent to mention here that the DEVELOPER will obtain Completion Certificate (C.C.) at its own costs/ expenses, when provided by the Municipality and Xerox copy of the same will be given to all the flat owner(s)/parking space owner(s)/occupier(s) of the newly constructed building.
- 5. That the notice for delivery of possession of the OWNERS' ALLOCATION shall be delivered by the DEVELOPER in writing or

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Additional District Sub-Registres



though the Advocate of the DEVELOPER either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the OWNERS are bound to take possession within 15 (fifteen) days from the date of service of this letter. If the OWNERS fail(s) to take delivery of possession or neglected to do so, then it will be deemed that the owner's allocation already delivered and the DEVELOPER shall be entitled to transfer the Developer's Allocation without any further notice.

- **6.** That the owners shall have to clear all the dues if any due is caused due to extra work other than the specification of flat as mentioned in the schedule-B as mentioned below.
- **7.** That the DEVELOPER shall have every responsibility for the incidents occurred during the course of construction and the OWNERS shall have no responsibility for the same.
- **8.** That after completion of the building and handover the same to the OWNERS and Intending Purchaser(s) / Allottee(s), the DEVELOPER shall have no liability for any incident occurred in the said Building.

## ARTICLE - V. CONSIDERATION & PROCEDURE

- In consideration of the construction of the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the DEVELOPER is/are entitled to get Developer's allocation as defined hereunder.
- 2. That if the DEVELOPER fails to complete the construction work in respect of the owner's allocation within the stipulated period as stated above, and then the OWNERS shall have liberty to rescind this Agreement on re-payment of the cost and expenses as well as the consideration money paid by the DEVELOPER as per mutual calculation of the parties. Be it mentioned here that time will be essence of the contract.

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Additional District Sub-Registra

28 MAY 2024

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Ruyan Haga.
For R. D. CONSTRUCTION (

# ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING

- 1. The DEVELOPER shall on completion of the building put the OWNERS in undisputed possession in respect of the owners' allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the flat/ parking space etc.
- 2. The DEVELOPER being the party of the other part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/ parking space together with right to proportionate share of land provided under the Developer's Allocation in the property to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the DEVELOPER shall think fit and proper.
- 3. The DEVELOPER shall at its own costs, construct and complete the building at the said property strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time.
- 4. That the DEVELOPER shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of flats/ parking space on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the OWNERS to the DEVELOPER for their respective meters in the individual name(s) of the OWNERS. It is also mentioned that the DEVELOPER will fix the sale rate for flat/parking space etc. for Developer's allocation without consultation of the OWNERS.

### ARTICLE - VII. COMMON FACILITIES

 The DEVELOPER shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and

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Additional District Sub-Registra

28 MAY 2024



from the date of execution of the agreement or before and after handing over the possession of the flats all the flats OWNERS will pay due according to his/her/their shares.

- 2. As soon as the respective self-contained flat is completed the DEVELOPER shall give written notice to the OWNERS requiring the OWNERS to take possession of the owner's allocation in the newly constructed building and after15 (fifteen) days from the date of service of such notice and at all times, thereafter the OWNERS shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as whole.
- 3. The OWNERS and DEVELOPER shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and other taxes) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the OWNERS and the DEVELOPER. The OWNERS hereby agreed that he/she/they shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the OWNERS for the same the DEVELOPER will be entitled to get damages.
- 4. The OWNERS or his/her/their agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the DEVELOPER shall be prevented from construction and completing of the said building or to sale out the flat/parking space to the intending purchaser/purchasers / Allottee(s). If the DEVELOPER is prevented by the OWNERS without any reasonable and/or justified reason, then the OWNERS or his/her/ their legal representative(s) shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

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Additional District Sub-Registres

28 MAY 2024



ARTICLE - VIII. COMMON RESTRICTIONS

THE OWNERS' ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS:

- 1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupies of the building.
- 2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from municipality concern in this behalf.
- 3. Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.
- 4. The respective allotee or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.
- 5. No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.

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Additional District Sub-Registres



- 6. Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about be building or in the compounds corridors or any other portion or portions of the building.
- 7. Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

### ARTICLE - IX. OWNER'S DUTY & INDEMNITY

- 1. The OWNERS doth hereby agree and covenants with the DEVELOPER not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said property and if any such interference or hindrance is caused by the OWNERS or their heirs, agents, servants, representatives causing hindrance or impediments to such construction the OWNERS will be liable to repay entire amount invested by the DEVELOPER amount will be settled by the parties amicably. It is also further agreed that if the DEVELOPER is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contagious landowner, then OWNERS will be liable to pay cost of litigation to the DEVELOPER, which will be incurred by the DEVELOPER.
- 2. The OWNERS or their legal representative(s) herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the

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Additional District Sub-Registres



building as well as till the date of disposal of all the flats/ parking space of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the OWNERS shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

- 3. It is agreed that the OWNERS will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from the DEVELOPER.
- 4. That the OWNERS and their legal heirs hereby declare and undertake that upon the demise of the owner/one of the owners, the legal heir(s) of the said owner/owners will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the DEVELOPER and also for the betterment of the project on the same terms and conditions mentioned herein.

### ARTICLE - X. DEVELOPER'S DUTY

- 1. That the DEVELOPER hereby agree(s) and covenants with the OWNERS not to do any act, deed or things whereby the OWNERS /is/ are prevented from enjoying selling disposing of the owners' allocation in the building at the said property after delivery of Repossession thereof to the OWNERS
- 2. The DEVELOPER hereby undertake/s to keep the OWNERS indemnified against all third party claims and actions arising out of any sort of act or omissions of the DEVELOPER in relating to the making of construction of the said building. The DEVELOPER shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of the owners' allocation.

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### ARTICLE - XI. MISCELLANEOUS

- 1. The OWNERS and DEVELOPER hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.
- 2. As and from the date of getting possession of the building according to Owners' Allocation and Developer's Allocation the DEVELOPER and/or its transferees and the OWNERS and/or his/her/their transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern along with the proportionate cost towards regular maintenance charges.
- The building to be constructed by the DEVELOPER shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule-B below which will be treated part of the agreement.
- 4. If during the DEVELOPER obtains any further permission of construction of floor(s) for G+5 storied / more higher storied building from Competent Authority by way of Sanctioned Plan, then the DEVELOPER may raise said additional floor(s) over the said roof of G+4 storied building which is to be constructed in accordance with the said Plan and that will be allotted among the OWNERS and DEVELOPER in 45:55 ratio. If any situation arises in future so that it is required to rectify or amend or alter this Development Agreement then on the basis of mutual discussion the parties to this Development Agreement shall executed supplementary Development Agreement and other necessary deeds / agreements.
- 5. That Developer's Advocate will prepare a general format of Agreement for sale and Deed of Conveyance and both owners and developer will transfer their respective allocation maintaining said general format. Legal Fees and GST and other taxes will be borne by the OWNERS and DEVELOPER for their respective allocations.



Additional District Sub-Registrate



### ARTICLE - XII. FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

### ARTICLE - XIII. ARBITRATION CLAUSE

1. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance hereto and/or otherwise shall be referred for arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable.

In case of this agreement unless it is contrary or repugnant to the context-

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

# SCHEDULE -A (Said Property)

 All That piece and parcel of Sali class (convertible to Bastu class) of defined and demarcated land measuring about more or less 2150

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sq.ft., lying and situated in R.S. Plot No.99, corresponding to current L.R. Plot No. 99, recorded under L.R. Khatian No. 3277 at Mouza-Kanainatsal, J.L. No.-76, under Police Station- Bardhaman, in the District of Purba Bardhaman, PIN-713103, under the jurisdiction of Burdwan Municipality, Ward No. 12 under Mahalla/Street - Kanainatsal North, butted and bounded as follows:

On the North: LR Plot No.102 (Part)

On the South: 12ft wide Road

On the East: Property of Third party

On the West: L.R. Plot No.99(Part) - Property of Dibyendu Hazra and

others

2. All That piece and parcel of Sali class (convertible to Bastu class) of defined and demarcated land measuring about more or less 2150 sq.ft., lying and situated in R.S. Plot No.99, corresponding to current L.R. Plot No. 99, recorded under L.R. Khatian No. 3139 & 3140 at Mouza-Kanainatsal, J.L. No.-76, under Police Station-Bardhaman, in the District of Purba Bardhaman, PIN-713103, under the jurisdiction of Burdwan Municipality, Ward No. 12 under Mahalla/Street - Kanainatsal North, butted and bounded as follows:

On the North: LR Plot No.102 (Part)

On the South: 12ft wide Road (Indrakanan Main Road)

On the East: LR Plot No.99 (Part) - Property of Bani Mukherjee

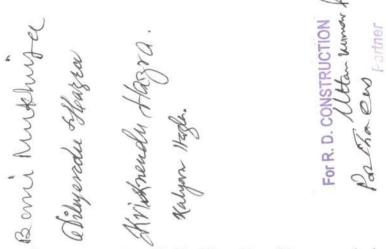
On the West: LR Plot No.99(Part) - Property of Kalyan Hazra

3. All That piece and parcel of Sali class (convertible to Bastu class) of land, measuring about more or less 1705 sq.ft. out of it defined and demarcated more or less 1278 sq.ft., lying and situated in R.S. Plot

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No.99, corresponding to current L.R. Plot No. 99, recorded under L.R. Khatian No. 1546 at Mouza-Kanainatsal, J.L. No.-76, under Police Station- Bardhaman, in the District of Purba Bardhaman, PIN-713103, under the jurisdiction of Burdwan Municipality, Ward No. 12 under Mahalla/Street - Kanainatsal North, butted and bounded as follows:

On the North: LR Plot No.103 (Part)

On the South: 12ft wide Road

On the East: L.R. Plot No.99(Part) - Property of Dibyendu and

others

On the West: More or less 28ft wide Road (Indrakanan Main Road)

4. All That piece and parcel of Sali class (convertible to Bastu class) of land, measuring about more or less 475 sq.ft. out of it defined and demarcated more or less 389 sq.ft., lying and situated in R.S. Plot No.103, corresponding to current L.R. Plot No. 103, recorded under L.R. Khatian No. 1546 at Mouza-Kanainatsal, J.L. No.-76, under Police Station- Bardhaman, in the District of Purba Bardhaman, PIN-713103, under the jurisdiction of Burdwan Municipality, Ward No. 12 under Mahalla/Street - Kanainatsal North, butted and bounded as follows:

On the North: LR Plot No.103 (Part)

On the South: LR Plot No.99(Part)

On the East: L.R. Plot No.102(Part)

On the West: More or less 28 ft wide Road (Indrakanan Main Road)

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Additional District Sub-Registrate & U.S.D. W.A.M.



Total Land Area= 2150 sq.ft. + 2150 sq.ft. + 1278 sq.ft. + 389 sq.ft. = 5967 sq.ft. = 0.137 acre (more or less)

And aforesaid total property is part of holding being no.352 of Ward No.12, Locality- Kanainatsal North of Burdwan Municipality.

# THE SCHEDULE-B (ABOVE REFEREED TO) (SPECIFICATIONS)

BUILDING

CEMENT-

Reinforced Cement Concrete (2:3:6),

STRUCTURE:-

Birla Samrat or Equivalent cement will be used in the

construction.

TMT

Only Jai Balaji TMT or equivalent TMT will be used

MAIN WALLS & PARTITION

WALLS:-

200 MM/250 MM Thick Cement BrickWork (1:4) for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and

Partition Walls inside the respectively,

FLOOR:-

At bed Room, lobby, dining cum drawing and balcony

- 2'0" x 2'0" vitrified tiles with white base. At bath room - Floor- Anti Screed tiles

wall - Tiles upto 6ft

At Kitchen- Floor -vitrified Tiles

Wall- Tiles

Table- Marble / Granite

SKIRTING AND

DADO:-

Cut Piece Marble, the height not to be exceeded 160 MMHigh and the Dado Not Exceeding 100 MM High

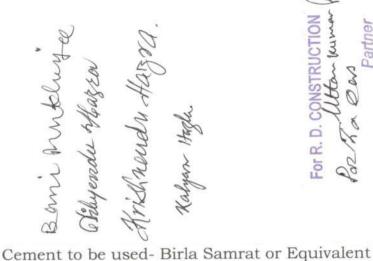
PLASTERING:-

Plastering to external walls will be of 20 mm thick in 1:5 Cement, Sand and Mortar, Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 6 mm thick in 1:4 Cement, Sand and Mortar.

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Additional District Sub-Registres





WOODWORK AND 4" x 2.5" Malayasian Sal Wood or equivalent section for Door frame, 32 mm, Thick solid core Flush door, Thickness of the shutter will be 32 mm. Main Door shutter for the OWNER will be made of quality Flush door.

M, S, GRILL WORKS:-

TOINERY:-

All windows will be aluminium framed sliding along with grill and necessaryhardware fittings. The grill works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:-

All the internal wall surfaces and the ceiling will befinished with 2 coatwall putty. The external wall surfaces will be finished with weather shield paint. All the wooden surfaces and the steel surfaces will be finished withenamel paint after necessary priming coat

PARKING AREA:-

The Parking areas will be finished withneat cement finish,

**HARDWARE** FITTINGS AND FIXTURES:-

All the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat Door stoppers will be fixed in every door.

ELECTRICAL WORKS:-

All the electrical lines will be concealed with copperwires, with PVC conduit (ISI BRAND). Each flat will have the following electrical points.

Each Bed Room -Two light points, One Plug point, OneFan Point, one 15KVA A.C. Point in one bed room, Drawing cum Dinning Space -Two light Points, One



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Additional District Sub-Registres

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Fan Point, One Plug Point, one Freeze point.

Kitchen One light Point, One Power Point, One Exhaust fan point.

Exhaust Fan points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet

WATER SUPPLY & DRAINAGE:-

Overhead water reservoir will be provided. Submersible pump will be installed to delever water in the overhead water reservoir.

There will be one PVC main line (2") for overhead for each flat will connected through that line itself with fittings with proper and necessary valves.

For external drainage P.V.C. pipes will be used.

The drainage line will be connected to the existing sewer line through the Master trap.

TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, oneAnglo Indian (/European commode in attached W.C.). Necessary taps will be provided in the toilets. One basin with tap will be installed at Dining Hall.

KITCHEN SPACE:-

Each Kitchen space will be provided with one cookingplatform finished with one still sink with required water connections.

OVER HEAD TANK:- RCC

LIFT -

Normal quality having capacity to carry upto 350 kg

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

At page - 25, serial No. 2, line No-10, the words "Indukanan Marin Road) is deleted by black pen. Kalyan Hagla

Surajus Besu 5/0 Late N. R. Basu 10 Deverora Grose Rd Cal-25

1. Kali leminhora Mallice Boni Mulehungel

Stoll Dayarmoy Mallice Chlyendu Marin

Dist Judge court, Bundwar Krishnendu Hazza.

P. o + P.S. Berstwar Rahamae Nahyon Hal.

2.

SIGNATURE OF THE OWNERS

SIGNATURE OF THE DEVELOPER

Drafted by me as per Instructions of the Parties hereto Read over and Explained by me and Prepared in my office: -

Ayan Prosad Konar

Advocate Dist. Judges' Court Burdwan Enrolment No. WB/681/2006

Page | 30





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SIGNATURE: Krishnendu Harzra

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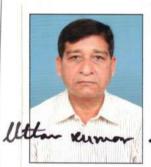
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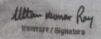


स्थायी लेखा संख्या कार्ड Permanent Account Number Card AIAPR9017L



furt at HIM/ Pather's Name RADHAPRASANNA RAY

जन्म की नारीख/ Date of Birth 14/01/1966



भारत सरकार GOVT. OF INDIA



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In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTHISL
Plot No. 3, Sector 11, CBD Belaptu;
Navi Mumbai - 400 614,
इस कार्ड के स्कोने/वाने पर पूर्णपर स्थित करें/लीडाएँ :
आयकर पैन सेवा ब्नीट, UTHISL
एसाट वं: ३, सेक्टर १९, सी.बी.बी.बेलापुर,
वर्षी मुंबई-४०० ६२४.

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आयकर विभाग INCOME TAX DEPARTMENT



मारत सरकार GOVT. OF INDIA

R D CONSTRUCTION

16/06/2015 Permanent Account Number AASFR8781K

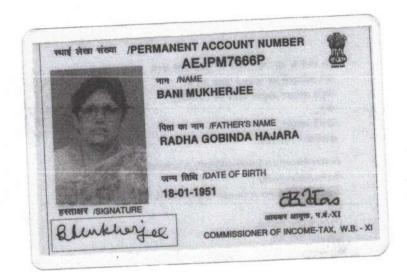
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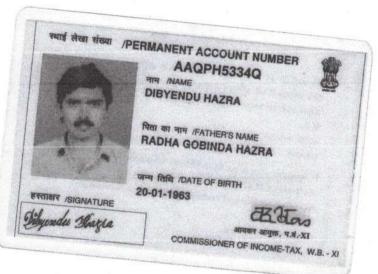
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Krishnendu Hazoa.



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





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GRN:

BRN:

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**GRN Date:** 

27/05/2024 23:09:53

Gateway Ref ID:

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**GRIPS Payment ID: Payment Status:** 

Successful

Payment Mode:

Bank/Gateway:

SBI Epay

SBIePay Payment Gateway

**BRN Date:** 

Method: Payment Init. Date:

Payment Ref. No:

27/05/2024 23:10:32

State Bank of India NB

27/05/2024 23:09:53

2001181590/3/2024

[Query No/\*/Query Year]

### **Depositor Details**

Depositor's Name:

Mr Ayan Prosad Konar

Address:

Rani Sayar East Burdwan

Mobile:

9474638172

Period From (dd/mm/yyyy): Period To (dd/mm/yyyy):

27/05/2024

Payment Ref ID:

27/05/2024 2001181590/3/2024

Dept Ref ID/DRN:

2001181590/3/2024

**Payment Details** 

Sl. No.	Payment Ref No 2001181590/3/2024	Head of A/C Description Property Registration- Stamp duty	Head of A/C 0030-02-103-003-02	Amount (₹)
2	2001181590/3/2024	Property Registration- Registration Fees	0030-02-103-003-02	9020 21
			Total	9041

IN WORDS: NINE THOUSAND FORTY ONE ONLY.



### ELECTION COMMISSION OF INDIA ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB/40/280/537262

পরি চয় পত্র



Elector's Name

KALIKRISHNA MALLICK

নির্বাচ কের নাম

:কালীকৃষ্ণ মল্লিক

Father/Mother/

Husband's Name

: DAYAMAY MALLICK

পিত 1/মাত 1/ম্বামীর নাম

:দয়াময় মল্লিক

লিংগ

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Age as on 1.1.1995

: 21

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Address KALSA KATWA

BURDWAN

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ক লসা

কাটে য়ো

ব ধ মান

Facsimile Signature

Electoral Registration Officer নির্বাচক নিবন্ধ ন আধি কারি ক

For 280-KATWA Assembly Constituency

২৮০-কাটোয়া বিধানসভা নিৰ্বাচন ক্ষেত্ৰ

Place

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KATWA

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Date

: কাটোয়া

19/05/95

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## Major Information of the Deed

	1-0203-03341/2024	Date of Registration	28/05/2024		
Deed No :		Office where deed is registered			
Query No / Year	0203-2001181590/2024	A.D.S.R. Bardhaman, District: Purba Bardhaman			
Query Date	12/05/2024 8:30:57 AM	A.D.S.R. Bardhaman, D	istrict. I drad Dar all		
Applicant Name, Address & Other Details	Ayan Prosad Konar Rani Sayar East,Thana : Bardhar , District : Purba Bardhaman, WE :Advocate	EST BENGAL, Mobile No 94	74638172, Status		
Transaction		Additional Transaction			
	Agreement or Construction	[4305] Other than Immo Declaration [No of Decl than Immovable Proper Agreement : 1]	aration: 1], [4308] Other		
		Market Value			
Set Forth value		Rs. 82,04,642/-			
Rs. 5,40,000/-		Registration Fee Paid			
Stampduty Paid(SD)		Rs. 21/- (Article:E, E, I	Ξ)		
Rs. 10,020/- (Article:48(g))		11.5. 217 (Vittole: 1)	the assement slip.(Urba		
Remarks	Received Rs. 50/- (FIFTY only area)	) from the applicant for issuing	g the assemble out (1.15)		

### Land Details:

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Indrakanan Road, Mouza: Kanainatshal, , Ward No: 12 Jl No: 76, Pin Code: 713103

Sch		Khatian	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
No L1	Number LR-99 (RS :-)	Number LR-3277	Bastu	Bastu	2150 Sq Ft		29,56,256/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
L2	LR-99 (RS :-)	LR-3139	Bastu	Bastu	1075 Sq Ft	1,00,000/-	14,78,128/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
L3	LR-99 (RS :-)	LR-3140	Bastu	Bastu	1075 Sq Ft	1,00,000/-	14,78,128/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
L4	LR-99 (RS :-)	LR-1546	Bastu	Bastu	1278 Sq F1	1,00,000/-	17,57,254/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
L5	LR-103 (RS :-)	LR-1546	Bastu	Bastu	389 Sq F	t 40,000/-	5,34,876/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
_		TOTAL			13.6744Dec	5,40,000 /	82,04,642 /	-
	Grand				13.6744Dec		82,04,642 /	-

0	Name,Address,Photo,Finger pr	int arra organization		Signatura
0	Name	Photo	Finger Print	Signature
1	Mrs Bani Mukherjee (Presentant) Daughter of Late Sanat Kumar Mukherjee Executed by: Self, Date of Execution: 28/05/2024 , Admitted by: Self, Date of Admission: 28/05/2024 , Place		Captured	Bani ambehusjee
	: Office	28/05/2024	LTI 28/05/2024	28/05/2024
	C/1, 25 Sabji Bagan Lane, Ci West Bengal, India, PIN:- 70 IndiaDate of Birth:XX-XX-1X: :Individual, Executed by: Sel , Admitted by: Self, Date of	X1 , PAN No.:: f, Date of Exe Admission: 28	AExxxxxx6P,Aad	-Alipore, District:-South 24-Parganas, Hindu, Occupation: Business, Citizen of: Ihaar No Not Provided by UIDAI, Status 24 Office Signature
2	Name	Photo	Finger Print	O.G.
	Mr Dibyendu Hazra Son of Late Radha Gobinda Hazra Executed by: Self, Date of Execution: 28/05/2024 , Admitted by: Self, Date of Admission: 28/05/2024 ,Place	3	Captured	Dilyende Hogra
	: Office	28/05/2024	LTI 28/05/2024	28/05/2024
	2A Protichee, Officers Colony, District:-Purba Bardhaman Occupation: Retired Person, AAxxxxxx4Q,Aadhaar No No Execution: 28/05/2024, Admitted by: Self, Date of	Citizen of: Inc t Provided by Admission: 28	diaDate of Birth:X UIDAI, Status :In 8/05/2024 ,Place	X-XX-1XX3 , PAN No.:: dividual, Executed by: Self, Date of
3	Name	Photo	Finger Print	Signature
	Mr Krishnendu Hazra Son of Late Radha Gobinda Hazra Executed by: Self, Date of Execution: 28/05/2024 , Admistion: 28/05/2024 ,Place		Captured	Krishnendu Haggra.
	: Office	28/05/2024	LTI 28/05/2024	28/05/2024
		Citizen of In	diaDate of Rirth:	P.O:- Newtown, P.S:-New Town, 0156 Sex: Male, By Caste: Hindu, XX-XX-1XX5, PAN No.:: ndividual, Executed by: Self, Date of

Signature **Finger Print** Photo Name 4 Mr Kalyan Hazra Son of Late Harinarayan Hazra Executed by: Self, Date of Execution: 28/05/2024 , Admitted by: Self, Date of Admission: 28/05/2024 ,Place : Office 28/05/2024 LTI 28/05/2024

S.N.Banerjee Road, A Zone, City: - Durgapur, P.O: - Durgapur, P.S: - Durgapur, District: - Paschim Bardhaman, West Bengal, India, PIN:- 713204 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: ABxxxxxx0R, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/05/2024 , Admitted by: Self, Date of Admission: 28/05/2024 ,Place: Office

Developer Details:

Name, Address, Photo, Finger print and Signature No Radhaprasanna Bhawan, Indrakanan, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman 1 District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Date of Incorporation:XX-XX-2XX4 , PAN No.:: AAxxxxxx1K, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative

Representative Details:

No	Name,Address,Photo,Finger			Signature
1	Name	Photo	Finger Print	Signature
	Mr UTTAM KUMAR ROY Son of Late Radhaprasanna Ray Date of Execution - 28/05/2024, , Admitted by: Self, Date of Admission: 28/05/2024, Place of Admission of Execution: Office	Bio.	Captured	were were lang
		May 28 2024 1:57PM	LTI 28/05/2024	28/05/2024
	Radhaprasanna Bhawan, Indi	akanan, City:- B	urdwan, P.O:- Srip	ally, P.S:-Bardnaman
	Radhaprasanna Bhawan, Indi , District:-Purba Bardhaman, \ Occupation: Business, Citizen Representative of : R D Cons	Vest Bengal, India, ,Aadh truction (as Partr	naar No Not Provid	ed by UIDAI Status : Representative,
2	, District:-Purba Bardhaman, N Occupation: Business, Citizen Representative of : R D Cons	Vest Bengal, Ind of: India, ,Aadh	naar No Not Provid	
2	, District:-Purba Bardhaman, Noccupation: Business, Citizen Representative of : R D Consider Repres	Vest Bengal, India, ,Aadh truction (as Partr	naar No Not Provid	ed by UIDAI Status : Representative,
2	, District:-Purba Bardhaman, Noccupation: Business, Citizen Representative of: R D Constant Representative of: Name  Mr PARTHA DAS Son of Late Dulal Das Date of Execution - 28/05/2024, Admitted by: Self, Date of Admission:	Vest Bengal, India, ,Aadh truction (as Partr	naar No Not Providencer)  Finger Print	ed by UIDAI Status : Representative, Signature

City:- , P.O:- Ghola Bazar, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 743165, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX4, PAN No.:: ADxxxxxx2C, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : R D Construction (as Partner)

Photo	Finger Print	Signature
A	Captured	ical icristina mall an
28/05/2024	28/05/2024	28/05/2024 A DAS, Mr Dibyendu Hazra, Mr Krishnendu
	8	Captured

Hazra, Mr Kalyan Hazra

Transf	er of property for L1	THE RESERVE OF THE PARTY OF THE
SI.No		To. with area (Name-Area)
	Mrs Bani Mukherjee	R D Construction-4.92709 Dec
	er of property for L2	
	From	To. with area (Name-Area)
1	Mr Dibyendu Hazra	R D Construction-2.46355 Dec
Transf	fer of property for L3	
	From	To. with area (Name-Area)
1	Mr Krishnendu Hazra	R D Construction-2.46355 Dec
Trans	fer of property for L4	
	From	To. with area (Name-Area)
1	Mr Kalyan Hazra	R D Construction-2.92875 Dec
Trans	fer of property for L5	
	From	To. with area (Name-Area)
1	Mr Kalyan Hazra	R D Construction-0.89146 Dec

# Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Indrakanan Road, Mouza: Kanainatshal, , Ward No: 12 Jl No: 76, Pin Code: 713103

Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
No L1	LR Plot No:- 99, LR Khatian No:-	Owner:বালী মুখালী, Gurdian:সমত কুমার, Address:লিজ , Classification:শালি, Area:0.04900000 Acre,	Mrs Bani Mukherjee

L2	LR Plot No:- 99, LR Khatian No:- 3139	Owner:দিবোন্দু হাজরা, Gurdian:রাধাগোবিন্দ হাজরা, Address:আডুই,রায়না, বর্ধমান , Classification:শালি, Area:0.02500000 Acre,	Mr Dibyendu Hazra
L3	LR Plot No:- 99, LR Khatian No:- 3140	Owner:ক্ষেন্দু যাজরা, Gurdian:রাধাগোবিন্দু যাজরা, Address:আড়ুই,রায়না, বর্ধমান , Classification:শালি, Area:0.02500000 Acre,	Mr Krishnendu Hazra
L4	LR Plot No:- 99, LR Khatian No:- 1546	Owner:क्लान शकता, Gurdian:श्रीनातासन , Address:आड्ये तासना वर्धमान, Classification:भानि, Area:0.04000000 Acre,	Mr Kalyan Hazra
L5	LR Plot No:- 103, LR Khatian No:- 1546	Owner:কল্যান হাজরা, Gurdian:ছরিনারায়ন , Address:আঙুই রায়না বর্ধমান, Classification:শালি, Area:0.01000000 Acre,	Mr Kalyan Hazra

### Endorsement For Deed Number: I - 020303341 / 2024

### On 28-05-2024

### 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 13:15 hrs on 28-05-2024, at the Office of the A.D.S.R. Bardhaman by Mrs Bani Mukherjee , 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 82,04,642/-

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

Execution is admitted on 28/05/2024 by 1. Mrs Bani Mukherjee, Daughter of Late Sanat Kumar Mukherjee, C/1, 25 Sabji Bagan Lane, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business, 2. Mr Dibyendu Hazra, Son of Late Radha Gobinda Hazra, 2A Protichee, Officers Colony, P.O: Sripally, Thana: Bardhaman

, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Retired Person, 3. Mr Krishnendu Hazra, Son of Late Radha Gobinda Hazra, 1/DE, Greenwood Park Extension, Action Area-1B, P.O: Newtown, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by Profession Retired Person, 4. Mr Kalyan Hazra, Son of Late Harinarayan Hazra, S.N.Banerjee Road, A Zone, P.O: Durgapur, Thana: Durgapur, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713204, by caste Hindu, by Profession Service

Indetified by Mr Kali Krishna Mallick, , , Son of Mr Dayamay Mallick, District Judge Court 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 28-05-2024 by Mr UTTAM KUMAR ROY, Partner, R D Construction (Association of persons / Body of Individuals), Radhaprasanna Bhawan, Indrakanan, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr Kali Krishna Mallick, , , Son of Mr Dayamay Mallick, District Judge Court Burdwan, P.O: Burdwan, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Execution is admitted on 28-05-2024 by Mr PARTHA DAS, Partner, R D Construction (Association of persons / Body of Individuals), Radhaprasanna Bhawan, Indrakanan, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr Kali Krishna Mallick, , , Son of Mr Dayamay Mallick, District Judge Court 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 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/05/2024 11:10PM with Govt. Ref. No: 192024250059565348 on 27-05-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 9574695222026 on 27-05-2024, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 9,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3000, Amount: Rs.1,000.00/-, Date of Purchase: 28/05/2024, Vendor name: Joyanta Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/05/2024 11:10PM with Govt. Ref. No: 192024250059565348 on 27-05-2024, Amount Rs: 9,020/-, Bank: SBI EPay ( SBIePay), Ref. No. 9574695222026 on 27-05-2024, Head of Account 0030-02-103-003-02

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

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Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0203-2024, Page from 83867 to 83916
being No 020303341 for the year 2024.



Some

Digitally signed by SANJIT SARDAR Date: 2024.05.30 13:35:54 +05:30 Reason: Digital Signing of Deed

(Sanjit Sardar) 30/05/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.