

পশ্চিমবঞ্জ पश्चिम बंगाल WEST BENGAL

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AGREEMENT FOR DEVELOPMENT

0 9 0 EC 2021

:: JAI GURUDEV ::

THIS AGREEMENT made at Purba Bardhaman on this 9th day of December' 2021 at Purba Bardhaman.

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Additional District Sub-Registras

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BY & BETWEEN

SRI SRIKANTA GANGULY son of Late Prafulia Ganguly (PAN: AJVPG6909L), by Caste - Hindu, by Occupation - Enjoyment of the usutructs of the property, resident of Jabui, P.O. - Jabui, P.S. - Memari, District - Purba Bardhaman, West Bengal, (herein after called the OWNERS (which express on shall unless excluded their and each of their respective heirs, executors, administrators, legal representative and assigns) of the FIRST PART.

AND

PRIVATE LIMITED (a company incorporated under Companies Act) having its Regd. Office at Plot No: TAAV-39(3rd Froor) Ulhas, P.O.: Joteram, P.S.: Saktigarh, Dist: Purba Bardhaman, Pin: 713104. (PAN: AADCB9877C) Represented its Director Smt. SIKTA GHAR wife of Sri Tarak Nath Ghar (PAN: AHGPG5525M), resident of G.N. Mitra Lane, P.O. & P.S. Burdwan, District — Purba Bardhaman — 713101, West Bengal, hereinafter referred to as the "DEVELOPERS/ CONFIRMING PARTIES" (which express on shall unless excluded his and his respective heirs, executors, administrators, legal representative and assigns) of the OTHER PART.

WHEREAS the OWNERS are absolutely seized and possessed of the property described in the "A" Schedule below and have acquired a good and absolute right title interest & possession over the "A" schedule property.

AND WHEREAS that 24.00 decimals land in R.S. & L.R. Plot No. 353 of Mouzi - Kanainatshal which is mentioned in Schedule "A" previously owned and possessed by Usha Rani Biswas and her name had been recorded in the L.R. Parcha being Khatian No. Kri - 61 of Mouza - Kanainatshal, P.S. - Burdwan. That while the said Usha Rani Biswas was in possession of the 4.00 decimals land in R.S. & L.R. Plot No. 353 of Mouza - Kanainatshal, she transferred 4928 sq. ft. land out of 24.00 decimals land in R.S. & L.R. Plot No. 353 of Mouza - Kanainatshal to Rabindranath Bhattacharya by virtue of a Regd. of Sale being No. 2189 in

the year 2001, Execution dated 03/03/2001 at A.D.S.R., Burdwan, where Rabindranath Bhattacharya as (Purchaser) AND Usha Rani Biswas as (Seller).

AND WHEREAS that as the owner and possessor of 4928 sq. ft. land in R.S. & L.R. Plot No. 353 of Mouza - Kanainatshal, said Rabindranath Bhattacharya again transferred 1512 sq. ft. land out of 4928 sq. ft. land in R.S. & L.R. Plot No. 353 of Mouza - Kanainatshal to Soumya Mondel by virtue of a Regd. of Sale being No. 4976 in the year 2002, Execution dated 12/08/2002 at A.D.S.R., Burdwan, where Soumya Mondal as (Purchaser) AND Rabindranath Bhattacharya as (Seller). That by another Regd. of Sale being No. 5667 in the year 2001, Execution dated 12/09/2001 at A.D.S.R., Burdwan, where Rabindranath Bhattacharya transferred another 2025 sq. ft. land R.S. & L.R. Plot No. 353

of Mouza - Kenainatshal to Mousumi Mondal.

AND WHEREAS that after purchased the above mentioned 1512 sq. ft. land in R.S. & L.R. Plot No. 353 of Mouza - Kanainatshal, said Soumya Mondi l again transferred the same i.e. 1512 sq. ft. land in R.S. & L.R. Plot No. 353 of Mouza - Kanainatshal to Srikanta Ganguly i.e. the Present Land Owner by virtue of a Regd. of Sale being No. 3180 in the year 2009, Fxecution dated 24/04/2009 at A.D.S.R., Burdwan, where Srikanta Ganguly as (Purchaser) AND Soumya Mondal as (Seller).

AND WHEREAS that after purchased the above mentioned, said Mousumi Mondal also transferred the same i.e. that after purchased the above mentioned to Srikunta Ganguly i.e. the Present Land Owner by virtue of a Regd. of Sale being No. 5847 in the year 2009, Execution dated 23/07/2009 at 1.D.S.R., Burdwan, where Srikanta Ganguly as (Purchaser) AND Mousumi Mondal as (Seller).

AND WHEREAS that as the present owner and possessor of 3537 sq ft. land ir R.S. & L.R. Plot No. 353 of Mouza - Kanainatshal which is specifically mentioned in Schedule "A", said Srikanta Ganguly acquired a right title interest thereon and he recorded his name in L.R.R.O.R. Parchabeing Khatian No. 2943 of Mouza-Kanainatshal by paying Govt. Revenue

to the Govt. c/ West Bengal and he also paid tax to Balkunthapur No. 2 Gram Panchayet.

AND WHEREAS the OWNER is in need of an firm/person/company, who will take up the project and start and complete the multi storied residential building project containing several self contained Flats/Parkings etc. by taking all sorts of steps for developing the said property and will start and complete the proposed multistoried building project by providing fund from his/their own source.

AND WHEREAS the DEVELOPER is engaged in civil construction and development of immovable properties. The OWNERS have approached the DEVELOPER to take up the project and complete the same by providing fund from his own source.

AND WHEREAS the DEVELOPER has agreed to take up the project for development of the said property and to provide funds for the said project thereupon.

AND VHEREAS the OWNERS and DEVELOPER after due discussion over the modus operandi and the terms and conditions of the development, hey have mutually agreed.

AND VHEREAS the DEVELOPER has agreed to enter this agreement on the representation of the OWNERS that they are the absolute owners and in possession of the said property and they are entitled to enter into this agreement.

and with the authority and power to procure intending purchasers to be secured building and would make as an agent for the intending purchasers to be secured building and would make as an agent for the intending purchasers to be secured by the DEVELOPER and would also realize the cost of construction of the flats/units/parking spaces and common parts from the

intending purchaser/purchasers directly for self and the cost of the proportionate chare of interest in the land described in the schedule "A" mentioned hereunder and as would be proportionate to each such flat/unit/parkins, space and common parts for and on behalf of the OWNERS and upon receipt of such payment from the intending purchasers the DEVELOPER shall nominate the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchaser/purchasers to the said OWNERS who would execute proper sale deed/conveyance deed in respect of the 'aid undivided, impartible and indivisible interest in the land together with f ats/units/parking spaces.

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AND WHEREAS the aforesaid OWNERS have accepted the said proposal of the DEVELOPER and they hereby agree to appoint the DEVELOPER for developing the property more fully described in the "A" schedule here under written by making construction of the proposed multi storied building comprising several flats/units/parking spaces whom the DEVELOPER would procure on his own and such intending purchaser/purchasers shall pay consideration money to the DEVELOPER for the Flats/Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the schedule hereunder writen, save and except the land which will be allotted in favour of the OWNERS after obtaining sanctioned plan from Baikunthapur 2 No. Gram Panchayet/PanchayetSamiti/ZilaParishad/BDA.

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

ARTICLE - I

Definitions Urless in these presents there is something in the subject of context inconsistent with.

1.1. PREMISES shall mean the premises situated at District - Purba Bardhaman, P.S. & A.D.S.R. - Burdwan, under Baikunthapur No. 2

Gram Penchayet, Mouza - Kanainatshal, J.L. No. 76, L.R. Khatian No. 294., R.S. & L.R. Plot No. 353, Class - Sali, Area of Land - 3537 sq. ft., in the State of West Bengal.

- 1.2 OWNEKS shall mean SRI SRIKANTA GANGULY son of Late Prafulla Ganguly (PAN: AJVPG6909L), by Caste Hindu, by Occupation Enjoyment of the usufructs of the property, resident of Jabui, P.O. Jabui, P.S. Memari, District Purba Bardhaman, West Bangal (which expression shall unless included by on repugnant to the context be deemed to mean and into his/her/their and each of his/her/their respective heirs, executors, administrators and legal representatives).
- DEVELOPER shall mean BARDDHAMAN INFRASTRUCTURE
 DEVELOPMENT PRIVATE LIMITED (a company incorporated under Companies Act) having its Regd. Office at Plot No. TAAV39(3rd Floor) Ulhas, P.O.: Joteram, P.S.: Saktigarh, Dist: Purba
 Bardhaman, Pin: 713104. (PAN: AADCB9877C) Represented its
 Director Smt. SIKTA GHAR wife of Sri Tarak NathGhar (PAN: AHGPG5525M), resident of G.N. Mitra Lane, P.O. & P.S.Burdwar, District PurbaBurdwan 713101, West Bengal, hereinafer referred to as the "DEVELOPERS/CONFIRMING PARTIES" (which express on shall unless excluded his and his respective heirs, executors, administrators, legal representative and assigns)
- 1.4 BUILDING shall mean proposed multi storied building to be constructed over the "A" schedule property with such necessary additional structures in accordance with the plan/plans to be sanctioned by competent authorities and other authorities for construction of flats/car parking spaces etc. over the "A" schedule property which shall also include parking spaces in the building.
- 1.5 ARCHITECT shall mean any technically experienced qualified person or persons of the firm or firms to be appointed by the Developer as LBS-I of the said building to be constructed over the "A" schedule.

- 1.6 BUILDING PLAN shall mean the plan/drawings of the proposed multi-storied building to be constructed over the "A" schedule property to be prepared by the LBS-I and submitted to the competent authorities for construction of the multi-storied building over the "A" schedule property with such variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned.
- 1.7 COMMON FACILITIES / PORTIONS shall include paths, passages, roofs, foundations, columns, beams, supports, main wall, stairs, stairways, fire-escapes, entrances & exits, tanks, motors, pump and such other spaces and facilities whatsoever required for the establishment, location, common enjoyment, provision, management and/or maintenance of the buildings as shall be determined by the Developer and the Owners of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Society is formed and take charge of the same.
- 1.8 <u>CONSTRUCTED SPACE</u> shall mean the space in the building available for independent use and the occupation including the space demarcated for common facilities.
- 1.9 OWNEIS' ALLOCATION shall mean and include 40% of the constructed area of the proposed multi storied building as per sanctioned building plan issued by Baikunthapur 2 No. Gram Panchayet / Panchayet Samiti / Zila Parishad / BDA over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with modern fittings & fixture, and remaining portion shall be adjusted either by money or by constructed portion and the same will be mutually determined by executing separate supplementary agreement. The said Flats and Car parking space will be specifically demarcated mutually after getting canction plan and by executing separate supplementary agreement.
- 1.10 DEVEL OPER'S ALLOCATION shall mean excepting the Owners' area, the remaining 60% constructed area out of the total area in the

proposed multi storied building to be constructed over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with modern fittings and fixtures subject to sanction of total F.A.R. TOGETHER WITH right over the roof for its maintenance and fixing up over head tank with water distribution line and other necessity of the building. The Flats & Car Parking's Space will be specifically demarc ited mutually after getting sanction plan and by executing separats supplementary agreement.

- 1.11 SALEABLE SPACE means, except the Owners' allocation, the space in the building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 COVERED AREA shall mean the plinth area of the said unit/flat/parking space including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share cithe Plinth area of the common portions PROVIDED THAT if any wall be common between two units/flats/parking space then one half of the area under such wall shall be included in each Unit/Flat.
- 1.13 UN-DIVIDED SHARE shall mean the undivided proportionate share in the land attributable to the each flat/unit/parking space comprised in the said property and the common portions held by and/or here in agreed to be sold to the respective purchaser/s and also wherever the context permits.
- 1.14 TRAN! FEREE shall mean the person, Firm, Limited Company,
 Association or person to whom any space in the building has been transferred or is proposed to be transferred.
- 1.15 TRANSFER with its grammatical, variations shall mean and include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi storied building to purchaser/s thereof and will include the meaning of the

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said tern's as defined in the Income Tax Act, 1961 and the Transfer of property Act.

- 1.16 CO OWNER shall according to its context mean and include all persons who acquire or agree to acquire Units/Flats/Parking Spaces in the Puilding, including the Developer and the Owner for the Units/Flats/Parking Spaces not alienated or agreed to be alienated.
- 1.17 FLAT/ (NIT shall mean the flats and/or other space or spaces intended to be built and or constructed and/or the covered area capable of being occupied.
- 1.18 COMMON EXPENSES shall include all expenses to be incurred by the co-owners for the maintenance, management and upkeep of the building over the schedule property for common purposes.
- 1.19 COMMON FACILITIES AND AMENITIES shall mean the Corridors, Ways Stairways, Stair Passage Ways, Drive Ways, Roof, Pump, Tube well Under ground and Overhead tank, Meter Room Space, S-ptic Tank, Boundary Wall and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment, maintenance and/or management of the Building in common.
- 1.20 COMMON PURPOSES shall mean the purpose of managing and maintal sing the building over the schedule property and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the co-owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.
- 1.21 UNIT/F. AT shall according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Unit/s/Flat/s in the Building's and shall also include the Developer herein and the owner herein in respect of such Unit/s/Flat/s which are retained and/or not alienated and/or not agreed to be alienated of the time being.

1.22 <u>DEVELOPER'S ADVOCATE</u> shall mean MR. Balaram Gupta of Burdwan District Judges' Court Burdwan, who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building's and the Unit's/Flat's therein, including the Deed of Conveyance's thereof.

AND

DEVEL PER'S DEED WRITER:- shall means MR. SUBHAS CHANDRA MALLICK the DEED WRITER at BURDWAN SADAR REGISTRY OFFICE, who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building's and the Unit's/Flat's therein, including the Deed of Conveyance's thereof.

- 1.23 MASCULINE GENDER Shall include the feminine and neuter gender and vice versa.
- 1.24 SINGULAR NUMBER Shall include the plural and vice versa.

ARTICLE - II

THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS:

- 2.1 That the Owners are the absolute owners of the said property and lawfully entitled to the same and no dispute or proceedings is pena ng in respect thereof any part or portion thereof.
- 2.2 That there is no arrear of taxes and/or other levies of impositions of the said property due and payable to any statutory authority.
- 2.3 That to proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.

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- 2.5 That no proceeding of Income Tax Act, Weather Tax Act or any other enactment or law in any way concerning or relating to the said , woperty or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.6 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale or the said property as contemplated in these present.
- 2.7 That the said property hereunder given for development does not in any way attract the mischief of the Urban Land (Ceiling and Regulation) Act. However, in case of necessity the Owners undertake to procure and produce proper permission or No-Obje tion from the competent authority under the said Act.
- 2.8 The Owners shall supply all original documentary evidences in respect of the property to the Developer at time of registration.
- 2.9 The Owners shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the said multi-storied buildings and pay all arrears of taxes and/or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
- 2.10 The Owners shall vacate the said property/premises on the date of execution of the present agreement.

ARTICLE - III

THE DEVELOPER ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS:

3.1 The Developer has vast experience, sufficient infrastructure, sufficient fund and enough competence to complete the building as per terms of this agreement within the stipulated period.

- 3.2 The Developer on good faith is satisfied with regard to the Owners' title over the schedule property according to the oral assurance and representations made by the Owners.
- 3.3 In case there is any damage to the building or unforeseen situation happens to any workmen, laborers in course of construction, the Developer will personally liable for the same and shall indemnify the Owners from all costs, consequences and damages arising thereof.
- 3.4 The Owners will not be liable for any act, deeds and things on the part of the Developer regarding construction & development of the property.
- 3.5 The Developer shall at his/their own costs and expenses apply and obtain all necessary permission certificates from all appropriate authority or authorities as may be required for the purpose of completion of the said building in the said premises.
- 3.6 The Developer shall at his own costs complete of proposed multi storied building over the schedule property.
- 3.7 The Developer acting on behalf of the Owners as Attorney and shall from time to time submit all further Plans and/or applications and other documents and papers with the consent of the IBS-I and do all further acts, deeds and things as may be required or otherwise relevant for the purpose and, or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the building expeditiously and without delay.
- 3.8 The applications, plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Own irs. All fees and other expenses incurred and/or to be incurred relating to the preparation of the plans by the LBS-1, Sanction fee charged or to be charged by the competent authority and supervision in the course of construction of the Building by the IBS-1 shall be borne and paid by the Developer. All other

3.9 That the Developer has every right to modify or alter the building plan and also have right to submit supplementary Building Plan for the purpose of completion of construction of the multi-storied building over the "A" schedule property mentioned hereunder and f in any case any consent in writing or signature of the Owners are required for the said purpose the Owners shall sign the same and also shall co-operate in all matters in respect of getting supplementary sanction of Building Plan.

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ARTICLE - IV OCCUPANT

4.1 All the areas to be vacated by the Owners in all respect to the Developer for the purpose of construction within 15 days from the date of execution of the agreement.

ARTICLE - V COST OF CONSTRUCTION / COMPLETION

- 5.1 The entire cost of construction of the building or whatsoever nature shall be born by the Developer and such costs shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the LBS-I and Engineers in respect of the construction costs for the purpose of obtaining all other permissions and approvals. The Owners shall not be required to contribute any amount in that regard.
- 5.2 The Developer shall commence construction as per sanctioned plan of the authority concerned. Except un-avoiding circumstances the Developer shall complete the construction within Thirty Six months from the date of sanction of building plan from the Baikunthapur 2 No.Gram Panchayet / PanchayetSamiti/ZilaParishad/BDA.

ARTICLE - VI

POSSESSION AND PAYMENT

- 6.1 Wittim 15 days from the date of execution of the present agreement the Owners shall put the Developer in the exclusive possession to the said property as agreed upon.
- 6.2 That the Developer shall be entitled to collect and realize consideration money for and on behalf of the Owners from the intending purchasers for flats/units/parking spaces, price of the unaivided proportionate and impartible share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common areas.
- 6.3 That the Developer shall be entitled to collect the price of the undivided proportionate and impartible share or interest in the said land and cost of construction so far it relates to his/their allocation.
- 6.4 The flats will not be considered as complete unless the Developer has given notice to this effect to the flat owners and the said building shall be deemed to be completed in all regards on receipt of possession by each owners of the flats/units/car parking spaces.

ARTICLE - VII

DEVELOPER'S OBLIGATION

7.1 The Developer shall complete the building within 36 (Thirty Six) months from the date of sanction of building plan for proposed multi-storied building from the Baikunthapur 2 No. Gram Panchayet / PanchayetSamiti / ZilaParishad / BDA, If the Developer fails to complete the proposed construction within the stipulated period, in that event the time may be extended for another twenty four(24) months, i.e. total completion period 60 (Sixty) months.

ARTICLE - VIII SPACE ALLOCATION

- 8.1 That the Owners will get 40% of the constructed area of the proposed multi storied building as per sancti med building plan issued by Baikunthapur 2 No. Gran Panchayet / PanchayetSamiti / ZilaParishad / BDAover the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts &facilities with modern fittings & fixtures and the rest constructed portion will be allotted in favour of the Developer. The Flats and Car park ng space will be specylically demarcated mutually after getting sanction plan and by executing a separate supplementary agreement.
- 8.2 The Cwners and the Developer shall be entitle I to deal with sale, transfer, grant lease and/or in any way dispose of their respective allotn ents and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.
- That if and when the local authority permits to extend any further floor over the Newly build up existing multi storied building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will only be entitled to get their thare either by Flat area of the extende I portion over the existing multi storied building or by the ther market value for their allocation by executing a separae supplementary Agreement.

ARTICLE - IX DELIVERY OF POSSESSION

9.1 The Developer hereby agrees to deliver possession of the Owners' Allocation after completing the building in all respect within 36 (Thirty Six) months from the date of sanction of building plan, If the Developer fails to complete the proposed construction within the stipulated period, in that event the time

Developer shall not incur any liability for any delay in the delivery of possession by reason of civil con motion or for any Act of God, non availability of good quality of material from open market or due to any injunction or Prahibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer s'all be entitled to corresponding extension of further time of t venty four months from the date of withdrawal of restriction or ter for delivery of the said Owners' Allocation or as the case may be.

9.2 That the Owners shall execute deed / deeds in respect of the undivided share of interest on the land of such part or parts as shall be required by the Developer in favour of the Developer or its prospective Buyer/s as nominated by the Developer, which shall stand reduced proportionately in the event of further floors being sanctioned by the Authority.

ARTICLE - X ARCHITECTS / ENGINEERS ETC.

- That for the purpose of the development of the schedule property, the Developer shall be alone responsible to appoint Civil Engineer/ LBS for the proposed building and the certificate given by the Civil Engineer/ LBS regarding the materials to be used for construction, erection and completion of the building and also specification for the purpose of construction as d'or workmanship and completion of the building shall be fined, conclusive and binding on the parties.
- The decision of the LBS-I | Engineer regarding the quality of the materials and also the specifications of the purpose of construction will be final, conclusive and binding on the parties.

ARTICLE-XI INDEMNITY

- 11.1 The Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owners' allocation will be borne by the Owners.
- 11.2 The present will be in force till the completion of the project and during pendency of the project if any party dies, his/her /their legal heirs/ successors/ administrators will be bound to obey the terms & conditions of the present agreement and will be bound to execute supplementary agreement with the other party.
- 11.3 The Owners shall not be liable to pay any Tax in respect of the Developer's Allocation and likewise the Developer shall not be liable to pay any Tax in respect of the Owners' Allocation.
- 11.4 The Owners agree and undertake not to cause any interference or hind ance in the work of construction of the building over the scheeule property and shall vacate the possession, free from all sorts of encumbrances and peacefully. If the Owners commit any breac's of terms & conditions of the agreement, the Owners shall be bound to pay compensation & interest as per banking rate.
- The Owners shall personally bear all costs relating to the ownership and to of their property and the owners are personally bear all cost for vacant the schedule mentioned property and if any dispute arises regarding their ownership of the property at that time the Owners will bear all costs of the suit/case/proceeding. If the Owners fail to conduct the said suit/case/proceeding at that time the Developer as Attorney Holder will conduct the same and the costs of the suit/case along Contd Page....

with related expenses will be deducted from the share of the Owners.

That the Owners will get 40% of the constructed area of the 11.6 proposed multi storied building as per sanctit ned building plan issued by Baikunthapur 2 No. Grant Panchayet / PancirayetSamiti / ZilaParishad / BDAover the "A" schedule property TOGETHER WITH undivided propertionate share in land and common parts & facilities with viodern fittings & fixtures and the rest constructed portion of the proposed multistoried building over the "A" schedule property will remain for the Developer. The Flats and Car parking space will be spec fically demarcated mutually after getting sanction plan and by executing a separate supplementary agreement. That if and when the local authority permits to extend any further floor over the existing multi storied building, the ratio of the allocation of the Owners and the Developer will be same cs on this day and the Owners will only be entitled to get their slare either by Flat arec of the extended portion over the existing multi-storied building or by thethen market value for their allocation by executing a separate supplementary Agreement

ARTICLE-XII MAINTENANCE

- 12.1 The Developer shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property from the date of handing over possession by the Owners till the Owners' Allocation is handed over after completing the building in all respect.
- 12.2 The Owners and the Developer from the dote of delivery of possession of the Owners' Allocation, maintain their portion at their own costs in good repair and habitable condition and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which

may be against law or which will cause obstruction or interference to the user of such common areas.

- 12.3 That after the said building is completed and the Owners' Allocation is delivered, the Developer will form an Association with the Owners and Occupants of the various flats and form such Rules and Regulations as the Developer shall think fit and proper for the maintenance of the said building and the Owners shall be liable to make payment of proportionate share of the maintenance charges payable in respect thereof.
- 12.4 That until such Association is formed, the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the occupants making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof.

ARTICLE - XIII OBLIGATIONS OF THE OWNERS

The Owners shall grant a Power of Attorney in favour of the 13.1 Developer for applying to the competent authority for grant of permission to develop the said property and to construct proposed building in its place as per sanctioned p'an and to make & sign all necessary applications & papers before any competent authority regarding development & amalga nation of the property, sanction of building plan, permission for water supply, electricity supply, laying down drainage and for other amenities before the Baikunthapur 2 No.Gram Panchayet / PanchayetSamiti / ZilaParishad / BDAand all other statutory authorities and to appoint Engineers / EBS-I, Contractors, Structural Engineers, Surveyors, Advocate, Agest or any other professionals as may be required for proposed the project and to enter into, make, sign, seal, execute, deliver acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary.

- Developer to negotiate for sale of the proposed flats/units/car parking space and other units at the best price available allotted in favour of the Developer and to enter into an agreement for sale with the intending purchasers in the prescribed form and to execute the sale deed except the Owners' allocation in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.
- The Owners shall also execute Power of Attorney to empower the Devcloper to get a co-operative housing society/Association of the flat purchasers in the said new building registered under the Co-operative Societies Act or Societies Registration Act or any other acts and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other prem ses and to file the same with the Registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate and to engage any advocate or solicitor for the purpose of taking advice and for preparation and execution of documents required to be executed and to pay their fees
- 13.5 That the Owners shall sign all papers and execute necessary documents for the purpose of completion of the proposed project.

- 13.6 The Owners shall execute Supplementary Agreement with the Developer for any further amendments, alternations or modifications, which are not possible to be stated at present.
- 13.7 The Cwners hereby agree and undertake not to let out, grant lease, part with possession, mortgage and/or charge the said property or any portion thereof at any time he eafter during the continuance of this agreement without the writ en consent of the Developer.
- 13.8 The Owners hereby further agree and undertal e not do any act, deed, thing whereby the Developer may be prevented from constructing the proposed building and complet ag the same.
- 13.9 The Owners hereby further agree and undertak, not to cause any interference or hindrance in the work of construction of the building over the schedule property and hall vacate the possession, free from all sorts of encumbrances. If the Owners commit any breach, the Owners shall be bound to pay compensation & interest as per banking rate.
- 13.10 That if and when the local authority permits to extend any further floor over the existing multi storied building the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will only be entitled to get their share either by Flat area of the extended portion over the existing multi storied building or by thethen market value for their allocation by executing a separate supplementary Agreement.
- 13.11 The Owners will personally bear all costs relating to the ownership of their property and if any disputes arise relating their ownership regarding the schedule proper v at that time the Owners will bear all costs of the suit/case.

ARTICLE - XIV

BREACH AND CONSEQUENCE

14.1 In the event of either party to this agreement committing breach of any of their obligations under this Agreem in the aggrieved

party shall be entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the other hand if the Owners fail to remove the encumbrances regarding the schedule property, the Owners will solve be responsible & liable for all financial loss & injury of the Developer.

14.2 The Developer shall complete the building within 36 (Thirty Six) months from the date of sanction of building plan for proposed multi-storied building from the Baikunthapur 2 No. Gram Panchayet / PanchayetSamiti / ZilaParishad / BDA, If the Developer fails to complete the proposed construction within the stipulated period, in that event the time may be extended for another twenty four(24) months, i.e. total completion period 60 (Sixty) months.

ARTICLE-XV JURISDICTION

15.1 Court at Burdwan shall have the jurisdiction to try and entertain all actions, suits and proceedings arising out of this Agreement.

THE "A" SCHEDULE ABOVE REFERRED TO

ALL THAT viece and parcel of the land situated at District — Purba Bardhaman, P.S. & A.D.S.R. - Burdwan, under Baiku thapur No. 2 Gram Panchayet, Mouza - Kanainatshal, J.L. No. 76, L.R. Khahan No. 2943, R.S. & L.R. Plot No. 353, Class - Sali, Area of Land — 3537 sq. ft. in the State of West Bengal.

The aid property is situated at the side of 12 Ft. Adjacent to Metal Road.

That the stamp duty of Rs. 5000/- (Rupees Five Triousand Only) is paid and the deficit stamp duty and Regd fees have beer paid through epayment.

The pho.os, finger prints, signatures of the parties are annexed herewith in separate sheets, which will be treated as the part of this deed.

IN WITNESS WHERE OF the parties have put their respective hands on the 9 th day of December 2021.

Mareb Hohan IM. Reddonger, Barber 01. Sudasta Mallick The 14ms alid Broken

2 He f. Deliver a world Ver Bala strike Barthaman.

Drafted by me & Typed in my office Snillanda Gaman of Signature of OWNER

FORBARDDHAMAN INFRASTRUC TURE DEVELOPMENT PAIL LTD.

Sixta Whis

Signature of DEVELOPE ?

Subhas Chandra Mallick

Deed Writer

Subhas Chandra Mallick

Contact- 9434177824/7908099574 mail Id-mallicksubhas1961@gamil.com Licence No. DSR 34 Burdwan Dist Registry Office

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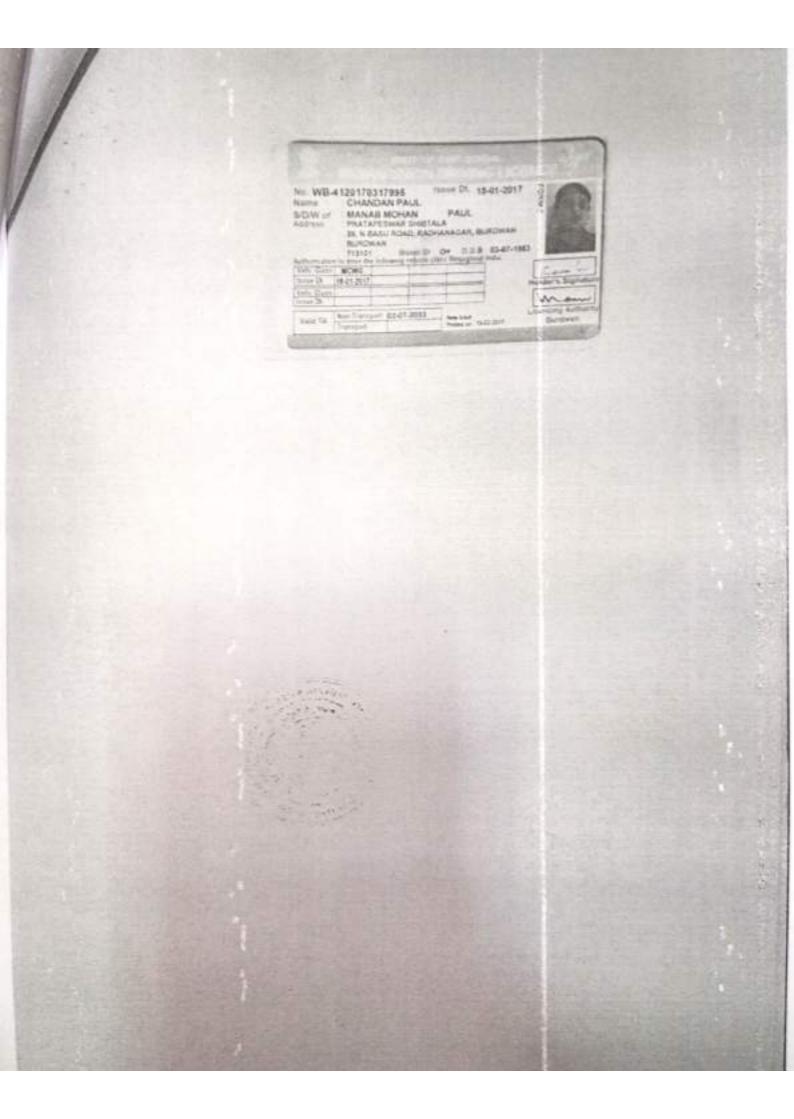
SEAL & SIGNATURE :

Snikanta Ganguly

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SEAL & SIGNATURE: FOR BANDDRAMAN INFRASTRUCTURE
DEVELOPMENT PALLID.
STATE CHAP - Director

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TAX DEFAKTMENT



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Sirkanta Garajulii Date of Birth-OCH 04/01/1960. Male: MALE



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

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BRN:

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Gateway Ref ID:

865012243

Payment Status:

Successful

Payment Mode:

Bank/Gateway:

BRN Date:

Method:

Payment Ref. No:

Online Payment (SBI Epay)

SBlePay Payment Gateway

09/12/2021 12:12:37

Axis Bank-Retail NB

2002401554/2/2021

[Query Nort/Query Year]

Depositor Details

Depositor's Name:

SCMALLICK

Address:

BURDWAN 9382017229

Mobile: Depositor Status:

Deed Writer

Query No:

2002401554

Applicant's Name:

Mr SUBHAS CHANDRA MALLICK

Identification No:

2002401554/2/2021

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

Payment Details		Hend of A/C	Head of A/C	Amount (₹)	
SL No.	Payment ID	Description Property Registration- Stamp duty	0030-02-103-003-02	5020	
	2002401554/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	21	
2	2002401554/2/2021	Property to-a	Total	5041	

FIVE THOUSAND FORTY ONE ONLY. IN WORDS:

Major Information of the Deed

need No :	1-0203-10293/2021	Date of Registration	08:12/2021	
pusty No / Year	0203-2002401554/2021	Office where deed is re	gistered	
pery Date 21/11/2021 8:07:42 PM		0293-2002401504 2021		
applicant Name, Address Other Details	SUBHAS CHANDRA MALLICK DHOKRASAHID Thana Bardhar District Purba Bardhaman, WE Status Deed Writer		ooile No 9382017725	
rensaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than I immovable Property. Declaration [No of Declaration : 1]. [4308] Oth than Immovable Property, Agreement [No of Agreement : 1]		
		Agreement 1]		
Set Forth value		Agreement 1] Market Value		
Set Forth value		Market Value Rs. 65.87.451/-		
		Agreement 1] Market Value Rs 65 87 451/- Registration Fee Paid	·,	
Set Forth value Stanipouty Paid(SD) Rs. 10,020/- (Article 48(g))		Market Value Rs. 65.87.451/-	·,	

Land Details:

District Purba Bardhaman, P.S.-Barddhaman, Gram Panchayat, BAIKUNTHAPUR-II, Mcuza: Kanainatanai, Ji No. 76, Pin Code: 713103

uron i	Pode 11976	3			F1 4	Cathartia	Market	Other Details
Sch	Plot Number	Khatian	The second second	ROR	Area of Land	Value (In Rs.)	Value (In Rs.)	
	Number LR-353 (RS :-353)			Bastu	3537 Sq Ft	and the same of th	65,87,451/-	Width of Approach Road, 12 Ft., Adjacent to Met # Road
					8,1056Dec	0/-	65,87,451 /-	
	Grand	Total:			0,100000		44,41,11111	1000

Land Lord Details:

0	Name, Address, Photo, Finger	print and orginals		
_	Name	Photo	Finger Print	Signature
	Shri Srikanta Ganguly (Presentant) Son of Late Prafulla Ganguly Executed by: Self, Date of Execution: 09/12/2021 Adminted by: Self, Date of Admission: 09/12/2021 ,Plans Office	Late Prafulla ly od by: Self, Date of on: 09/12/2021 led by: Self, Date of on: 09/12/2021 ,Plans		Snikarta Campy
		(m12252)	INTERNAL LIST	8-41A3021

iabul, City:- Burdwan, P.O.- Jabul, P.S.-Bardhaman

District: -Purba Bardhaman, West Bengal, India, PIN:- 713146 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AJXXXXXX9L, Aadhaar No Not Provided by UIDAL Status : Individual, Executed by: Self, Date of Execution: 09/12/2021

Admitted by: Self, Date of Admission: 09/12/2021 Place : Office

Developer Details :

Name, Address, Photo, Finger print and Signature 51 No

Barddhaman Infrastructure Development Private Limited

District:-Purba Bardhama i, West Bengal, India, PIN - 713104 , PAN No.:: AAxxxxxx7C, Aadhaar No Not Provided Taav-39 3rd Ulhas, City - P.O.-Joteram, P.S.-Bardhaman by UIDAL Status: Organization, Executed by Representative

Representative Details:

SI Name, Address, Photo, Finger print and Signature No

Signature Finger Print Photo Name Smt Sikta Ghar Wife of Shri Tarak Nath Grian State achor Date of Execution -09/12/2021, , Admitted by: Self, Date of Admission: 09/12/2021, Place of Admission of Execution: Office

G. N. Mitra Lane, City - Burdwan, P.O.- Burdwan, P.S.-Bardhaman District -Purba Bardhaman, West Bengal, India, PIN: 713101, Sex Fernale, By Caste Hindu, Occupation Business, Citizen of India , PAN No. AHxxxxxx5M.Aadhaar No Not Provided by UIDAI Status Representative, Representative of Barddhaman Infrastructure Development Private Limited (as Director)

Identifier Details:

Identifier Deterror	Photo	Finger Print	Signature
Name	Filoto	- Victor	
Mr Chandan Paul Son of Mr Manab Mohan Paul Rachanagar City Burdwan P.O Burdwan P.S. Bardhaman Diatrict Purba Bardhaman, West Bengal India, PIN 713101			Charles Park
Provident Money (1997)	09/12/2021	09/12/2021	09/12/2021

icentifier Of Shri Shkanta Ganguly, Smt Sikta Gha

Transfer of property for L1

SI.No From Shiri Srikanta Ganguly

To, with area (Name-Area)

Barddhaman Infrastructure Development Private Limited-8 10564 Dec

nd Details as per Land Record

Purba Bardhaman, P.S.- Barddhaman, Gram Panchayat, BAIKUNTHAPUR-II, Mouza, Kanainatshal, Ji No. 76.

Sch	Plot & Khatian	Details Of Land	Owner name in English	
No	Number		as selected by Applican	
LT	LR Plot No - 353 LR Khatian No - 2943	Owner হীকার গার্থী, Gurdian সমূর , Address নিজ , Classification গাণি,		

on 09-12-2021

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A. Article number 48. (g) of Indian Stamp Act 1895

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1952)

Presented for registration at 14.00 hrs on 09-12-2021, at the Office of the A.D.S.R. Bardhaman by Shri Srikanta Ganguly 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 65 87 451/-

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

Execution is admitted on 09/12/2021 by Shri Srikanta Ganguly, Son of Late Prafulla Ganguly, Jabur, P.O. Jabur. Thana: Bardhaman

City/Town. BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713146, by caste Hindu, by Profession

Indetified by Mr Chandan Paul, ... Son of Mr Manab Mohan Paul, Redhanagar, P.O. Burdwan, Thana. Bardhaman City/Town BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession

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

Execution is admitted on 09--2-2021 by Smt Sikta Ghar Director, Barddhaman Infrastructure Development Private Limited (Private Limited Company), Taav-39 3rd Ulhas, City--, P.O.- Joteram, P.S.-Bardhaman

District -Purba Bardhaman, West Bengal, India, PIN:- 713104

Indebted by Mr Chandan Paul, ... Son of Mr Manab Mohan Paul, Radhanagar, P.O. Burdwan, Thana: Bardhaman City/Town BURDWAN, Furba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees

Description of Online Paymen: using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2021 12:40FM with Govt. Ref. No. 192021220131817818 on 09-12-2021, Amount Rs. 21/-, Bank. S8/ EPay (SBiePay). Ref. No. 4608651254113 on 09-12-2021, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/-. by online = Rs 5,020/-

Description of Stamp 1. Stamp Type Impressed, Senal no 6419, Amount, Rs.5.000/-, Date of Purchase: 09/12/2021, Vendor name, R.S. Description of Stamp

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB Description of Unine Payment Unine Payment Govt. Ref. No. 192021220131817818 on 09-12-2021, Amount Rs. 5,020/-, Bankii Online on 09/12/2021 12:40PM with Govt. Ref. No. 192021220131817818 on 09-12-2021, Amount Rs. 5,020/-, Bankii Online on 09/12/2021 SBI EPay (SBiePay), Ref. No. 4608651254113 on 09-12-2021, Head of Account 003C-02-103-003-02

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

Registered in Book - I
Volume number 0203-2021, Page from 287999 to 288035
being No 020310293 for the year 2021.



Digitally signed by Sanjit Sardiir Date: 2021 12 15 13 49:52 +05:30 Reason: Digital Signing of Deed.

(Sanjit Sardar) 2021/12/15 01:49:52 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman West Bengal.

(This document is digitally signed.)