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B-3247/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 741832

certified that the Document
is Admitted to Registration the
Signature Sheet and the Endr-
sements Attached with the
Documents are the Part of the
Document.

A.D.S.R. Bureau
Burdwan

12 APR 2023

DEVELOPMENT AGREEMENT

Dist.- Paschim Bardhaman, P.S.-New Township,

Mouza- Kaliganj (कालीगंज), J.L. No.110,

R.S. Plot No.1464, corresponding L.R. Plot No.1837,

Area of land - 7 Decimal more or less 4.24 Katha,

Under the Area of Jemua Gram Panchayat

SI No. 2912 Date 24/03/2023
Sold to Dharmik Properties
Address Durgapur-12
Value of Stamp 5000
Date of Purchase of the stamp
Registrar



02 MAR 2023

Name of the transferee from
Durgapur
Chatterjee
Somnath Chatterjee
Sriya Mondal
A.D.S.R. Office, Durgapur-18
Licence No. 1/2015/17



Handwritten signature and illegible text

**Add. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman**

11 APR 2023

This Development Agreement is made on this the 29th day of March, 2023.

B E T W E E N

MR. HIRA KUMAR RAM [PAN No.AGYPR3866M] [Aadhar No. 241019087395] S/o Mr. Ram Padarath Ram, by faith-Hindu, by occupation-Business, Indian Citizen, resident of - 10, Maxmuller Path, City Centre, P.O.-City Centre, P.S.-Durgapur, Dist.- Paschim Bardhaman, W.B., Pin-713206.

Hereinafter referred to & called as the "**Landowner**" (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean & include his/her/their legal heirs, successors, executors, legal representatives and assignees) on the First Part.

A N D

"DHARMIK PROPERTIES", [PAN No:AAUFD0714E], a partnership firm, having it's office at B 10/16, Asha Villa, Arrah, Kaliganj, P.O.-Arrah, P.S.-Kanksa, Dist.-Paschim Bardhaman, W.B., Pin-713212,

(represented by one of its' Partner; **SRI AVIJIT MAJI** [PAN No. BVQPM0775A], [Aadhar No. 481445094020] s/o Sri Nema Maji, by faith-Hindu, by occupation-Business, Indian Citizen, residing at 2B/2, Street No.2, Vivekananda Park, Tetikhola, P.O.-Arrah, P.S.-New Township, Dist.- Paschim Bardhaman, W.B., Pin-713212)

Hereinafter referred to & called as "**DEVELOPER**" (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean and include his/her/its' successors-in-office, legal representatives, legal heirs, administrators, executors, and assigns) on the Second Part.

WHEREAS the Landowner is seized, owned and possessed of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring an area of land 7(Seven) Decimal more or less 4.24(Four point Two Four) Katha, in the Dist.-Paschim Bardhaman, under P.S.-New Township, within Mouza-Kaliganj, J.L. No.110, Khatian No.413, L.R. Khatian No.2618, R.S. Plot No.1464 corresponding L.R. Plot No.1837, which is hereinafter more fully mentioned in the "First Schedule", and hereinafter called as "said property".

AND WHEREAS the "First Schedule" mentioned property, previously belong to Smt. Shanta Bala Dasi w/o Fani Chandra Karmakar, and during her ownership & possession had transferred the property towards Bijoy Kumar Chowdhury, by executing Regd. Sale Deed vide No.I-2851/1990 of A.D.S.R. Durgapur, and to that effect, said Bijoy Kumar Chowdhury became the owner & possessor in respect of the "First Schedule" mentioned land, and his name has duly been recorded in the L.R. Khatian No.611 of Mouza-Kaliganj, and during his ownership & possession, he died intestate leaving behind his wife; Arati Chowdhury, sons; Sri Pranoy Kumar Chowdhury, Sri Moloy Kumar Chowdhury, & daughter; Bandana Chowdhury, and the Legal heirs of Bijoy Kumar Chowdhury, by virtue of inheritance, has also transferred the property in favour of the First Party/Landowner herein, by executing Regd. Sale Deed vide No.I-230605428/2021 of A.D.S.R. Durgapur, and to that effect, the First Party/Landowner herein became the rightful owner & possessor in respect of the "First Schedule" mentioned land, and his name has duly been recorded in the L.R.R.O.R. vide Khatian No.2618 of Mouza-Kaliganj.

AND WHEREAS the Landowner desires to develop the "Said Property", by construction of multi-storied building/s up maximum limit of floor/s,

consisting of as many as flats, units, garages etc., subject to approval & permission of the Jemua Gram Panchayat, and/or any other concern Authority/ Authorities, and due to his paucity of funds and lack of sufficient time & experience, and as he is not able to take necessary steps in everywhere for the said development construction works, as such the Landowner has approached the developer herein, to do the said development construction work at the developers' cost & expenses, with the permissions & approvals of the Jemua Gram Panchayat, and/or any other concerned Authority/ Authorities, and the Developer herein after prolonged discussion with the Landowner, has agreed to do the development construction work, over the schedule mentioned property, and to avoid any future disputes & litigation, both the parties AGREED to prepare and execute this written agreement on terms & conditions having been settled by & between the parties after mutual discussion.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED & AGREED BY THE PARTIES AS FOLLOWS:-

1) That this agreement shall be deemed to have commenced on and with effect from the date, month and the year first above written.

2) GENERAL MEANING OF THE TERMS:-

i) BUILDING: shall mean the proposed multistoried building/s up maximum limit of floors consisting of as many as flats/units, garages etc., to be construct by the Developer herein, according to the permissions & approvals of the Jemua Gram Panchayat and/or any other concern Authority/Authorities, on the 'said property' more-fully and specifically described in the "First Schedule" written hereunder, and

the said multistoried building is hereinafter referred to as the "SAID BUILDING".

ii) PREMISES as well as SAID PROPERTY: shall mean ALL THAT piece and parcel of land measuring an area of land 7(Seven) Decimal more or less 4.24(Four point Two Four) Katha, in the Dist.-Paschim Bardhaman, under P.S.-New Township, within Mouza-Kaliganj, J.L. No.110, Khatian No.413, L.R. Khatian No.2618, R.S. Plot No.1464 corresponding L.R. Plot No.1837, more-fully and particularly mentioned, described, explained, enumerated and provided in the 'First Schedule' hereunder written and/or given, and the premises hereinafter referred to as the "SAID PREMISES as well as SAID PROPERTY".

iii) PLAN: shall mean the Approved Building Plan for construction of the 'said building' on the 'said premises, which will approve and/or permit by the Jemua Gram Panchayat &/or by the concerned Authorities, and shall also include variations/modifications, alterations therein, that may be made by the Developer herein, if any, as well as all revisions, renewals and extension thereof, made or caused by the Developer and/or the Landowner with mutual consent.

iv) DEVELOPMENT AGREEMENT: shall mean this Agreement Between the Landowner and the Developer herein relating to the development, promotion, construction, erection of building/s at and upon the 'said premises, and shall also include all amendments, modifications, alterations, and changes, if any, made therein and all extensions, if any, thereof from time to time.

v) THE UNIT/FLAT: shall mean any Unit/Flat/apartment or any other covered space in the said Building/s, which is capable of being

exclusively owned, used and/or enjoyed, and the Unit/Flat in the said Building/s lying/erected at and upon the said premises, and the right of common use of the common portion to the concerned Unit/Flat, and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat.

vi) PARKING SPACE: shall mean the covered space at the Ground Floor of the said Building/s and also surrounding the said proposed multistoried Building/s, if any that may be earmarked by the Developer herein.

vii) ARCHITECT(S): shall mean such Architect(s), whom the Developer may from time to time, appoint for execution of the development of the schedule mentioned land.

viii) PROJECT: shall mean the proposed multistoried building/s up to maximum limit of floors, consisting of as many as flats/units/garages etc. i.e. the construction work of development, undertake and to be done by the Developer herein, over the "said premises" in pursuance of the Development Agreement and/or any modification or extension thereof, till the completion of such development, erect, promotion, construction of the multistoried building/s at and upon the said premises.

ix) LANDOWNER:- shall mean **MR. HIRA KUMAR RAM** s/o Mr. Ram Padarath Ram, and his legal heirs, successors, executors, legal representatives and assignees.

x) DEVELOPER: shall mean **DHARMIK PROPERTIES**, a partnership firm (Represented by one of its' partners; **Sri Avijit Maji** & its' successors-in-office, legal representatives, legal heirs, administrators, executors, and assignees).

- xi) FORCE MAJEURE: shall mean & include natural calamities, act of god, fire, civil commotion, riot, war, strike, lockout, notice or prohibitory order from any authority, shortage of essential commodities, Labour unrest, Local problem and/or local disturbance, and/or any other act or commission or circumstance beyond the control of the Developer.
- xii) EFFECTIVENESS:- This agreement shall become effective from the date of execution of this agreement.
- xiii) COMMENCEMENT OF CONSTRUCTION WORK: shall mean the "DATE" on which the Developer will start excavation of earth at the "said premises" to do the development construction work/construction of the said Building/s, after receive approved building plan & all the permissions & approvals for the same, and/or RERA registration, from the concerned authority/authorities. Be it mentioned the Developer herein shall intimate the "Date" by writing to the Landowner herein.
- xiv) WORDS COMMONLY USED TO REFER THE MASCULINE GENDER: Shall include the feminine and neuter gender and vice versa.
- xv) SINGULAR NUMBER: Shall include the plural and vice-versa unless the context states otherwise.

3) LANDOWNER'S CONSIDERATION:-

That it has been agreed between the parties that the Landowner shall receive the amount of **Rs.85,00,000/- (Rupees Eighty Five Lakh) only**, from the Developer herein, as mentioned in the "Second Schedule" hereunder, in connection with the proposed project at the "First Schedule" hereunder.

Duties & Liabilities of the Landowner, and it is hereby undertake & agreed by the Landowner as follows:-

- i) That the Landowner are now absolutely seize and possess of or otherwise well and sufficiently entitled to the 'said premises' as the absolute owners, free from all encumbrance having marketable title thereof, and without receiving any notice for acquisition and requisition from any authority, having been beyond the ceiling limit under the Urban Land (Ceiling and Regulation Act, 1976), and being not attached with any suit, decree or order of any court of law or due Income Tax or Revenue or any public demand whatsoever, in spite of that, if there is an dispute in respect of the title of said property, then the Landowner shall be fully responsible and shall be solve the same at his own costs and expenses as early as possible from the date of raising out of the said dispute.
- ii) That the Landowner in pursuance of this agreement, will hand-over the peaceful physical vacant possession of the 'said premises' as mentioned in the "First Schedule" hereunder, to the Developer herein, for the proposed development project/construction of multistoried building/s, simultaneously within 7(seven) days from the execution of this agreement, or within 7(seven) days from the demand of the Developer for vacant possession of the same, and the same shall remain under the possession of the Developer, till the completion of the said proposed development project/construction of building/s, and till handover of the possession of all flats/units/apartments thereof, with registered deed of conveyance(s)/sale by each of unique intended owner/s thereof.
- iii) That the Landowner shall pay all taxes, fees, outgoings and etc. including arrears of the Government/Jemua Gram Panchayat and/or any other

authority/authorities before the concerned authority/ authorities in respect of said premises, till the date of signing of these presents.

iv) That if any dispute arises regarding the title and ownership & possession in respect of the said premises of the Landowner herein, from any person/s or any other, then the Landowner at his own costs and expenses shall clear the "said property" having establishing of right and marketable title in their name, free from all encumbrance, though the Landowner admits that no suits and /or proceedings and /or litigations are filed/pending before any court of law, in connection with the said property or any part thereof, and if any dispute arise in future in respect of the said property & against the development works thereon, & for which if the Developer became unable to continue the said project thereon, then the Landowner shall always be present to assist the developer to solve the dispute/problem in respect of the "First Schedule" hereunder, and the time, which will be/may be lapsed to settle the dispute/problem, that time, shall be added/extended to the total time period for the completion of construction work, in accordance with this agreement.

v) That the Landowner shall not claim any manner save & except that written in the Clause-3 & "Second Schedule" herein below in respect of their allocation in respect of the "said Building/s"

vi) That the Landowner during the continuance of the development work, of the project shall not cause any impediment, hindrance or obstruction in whatsoever nature and/or manner in the construction of the proposed building and/or project caused by the developer.

- vii)** That the Landowner shall not sell, lease, mortgage, let-out and /or charge the said premises and/or any part thereof, towards any third party on and from the date of execution of this Agreement, till the date of completion of the project including subsisting of this Agreement, and, also the Landowner shall not, do any acts, deeds or things, whereby the Developer may be prevented from selling, assigning and/or disposing of any portion fallen under the Developer's allocation in the said proposed building. It is further declared by the Landowner that they did not sign and/or execute any agreement in any manner with any third party in respect of the "First Schedule" property, and subsequently, if any sort of agreement/s is/are found, then the same will be treated as cancelled.
- viii)** That the Landowner shall have no right or power to terminate these presents, till the completion of the aforesaid development project, including sell/transfer the Developer's allocated portion, written in the Clause-3 & "Second Schedule" herein, towards the intending purchaser/s, subject to the terms & conditions & time limit of these presents.
- ix)** That the Landowner shall handover to the Developer the original title Deeds, Parcha/land records of rights/Tax Receipts & other relevant documents/papers, what they possess in respect of the First Schedule hereunder, simultaneously with the signing of these presents.
- x)** That after execution of this agreement, the Landowner shall always be present to put their signatures in every document, forms, applications, etc., in favour of the Developer herein, which are necessary for the development construction works at the "First Schedule" hereunder.

xi) That after execution of this agreement, the Landowner shall execute a Registered Development Power of Attorney in favour of the Developer herein, only in respect of Developer's allocation, within 7(seven) days from its demand, and the said Power of Attorney will be valid till validity of this agreement.

4) Rights, Duties & Liabilities of the Developer, and it is hereby undertake & agreed by the Developer as follows:-

i) That the Developer by these presents, shall have every right and power to start all kinds of development works of the proposed project on and from the date of signing of this agreement, including obtaining plan & permission from the Jemua Gram Panchayat and/or by the concerned authority, including modified plan for development works at the "First Schedule", and to submit the same to the Jemua Gram Panchayat and/or by the concerned authority for obtaining approval of the same, and to enter upon the said property, either as on or along with others, to look after and to control all the affairs of the proposed development works, and to erect new building/s and structure/s by virtue of the sanctioned building plan, and to supervise the development works in respect of the new construction through contractors, sub-contractors, architects and surveyor's as may be required by the said developer for construction of the proposed building/s and structures at the said property, in accordance with the plan and specifications sanctioned by the Jemua Gram Panchayat and/or by the concerned authority.

ii) That the Developer shall give intimation to the Landowner, in every occasion, about the progress of his steps/initiatives, to get approved Building Plan, and it's allied permissions & approvals, and registration,

from the concerned authority/ies, and if the Developer, without any reasonable cause, willfully neglects or delays to get the said permissions & approvals, in that case, the Landowner shall have right to terminate this agreement.

iii) That the Developer by these presents, shall have every right and power to collect and receive earnest money and/or advance or part payment of full consideration from any prospective buyer/s or purchaser for booking and sell/transfer of such flat/s, and parking space/s, and also to receive and collect or demand the consideration amount for the same, and for that act/s or purpose/s to make sign and execute and/or give proper and lawful discharge for the same, in respect of allocation of the Developer.

iv) That the Developer by these presents, shall have every right and power to sell, transfer, assign and dispose of any unit/s or flat/s, and parking space at the said proposed multistoried building/s or project at the said premises, in respect of Developer's allocated portion, on ownership basis towards any intending purchaser/s or buyer/s, and/or in any other manner as may be deem fit and proper, and accept final consideration money in regards to the unit/flat/apartment/portion with common facilities at the said proposed project at the "First Schedule" herein, as deem fit & proper, after receive Regd. Development Power of Attorney from the Landowner herein.

v) That the Developer by these presents, shall have every right and power, to execute from time to time, agreements or agreement for sale, of such flat/s or apartment/s or garage/s, and to transfer the same, on ownership basis by conveyance in respect of the multistoried building/s, which will be constructed on the said property, and also to execute and

sign conveyance, transfer and surrender in respect of the said property, or any part thereof, & present document/s for registration, and to admit the execution of any such document/s before the appropriate registering authority, in respect of the allocation of the Developer, after receive Regd. Development Power of Attorney from the Landowner herein.

- vi) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, which will be needed by the Developer for the proposed development project, shall be prepared by the developer at its' own costs and expenses in the name of the Landowner &/or his name, without reimbursement the same by the Landowner, and the Landowner shall sign on the plan application, papers, documents etc., when the developer asked for the same without demanding any remuneration and/or money for the same.
- vii) That by virtue of these presents, the Developer is hereby empowered to raise the construction of the proposed new multistoried building/s of maximum limit of floors consisting of as many as flats, garages etc. on the above mentioned property as well as on the property more-fully mentioned in the "First Schedule" hereunder by investing his own finance, and, the Developer may take Construction Loan/Project Loan or take loan/borrowed money from any financial institutions or any Nationalized, Private or Public Sector Banks for the proposed construction of the project at the "First Schedule" hereunder, and the Landowner shall not be liable in any course of incident for the same.
- viii) That the Developer shall be authorized in the name of the Landowner, if necessary to apply for temporary and/or permanent; connection for electricity, sewerage, drainage, water and/or other facilities, if needed,

for the construction of the building as well as completion of the projects, at the costs of the Developer.

- ix) That the Developer shall complete the construction of the "Said Building/s" and/or 'Project' at its costs and expenses in pursuance of the sanctioned Building Plan & Permissions within **36(Thirty-Six) months** with further additional period of **6(Six) months**, if needed, and the time shall be computed on and from the date of "Commencement of Construction Work", subject to the circumstances of Force Majeure.
- x) That the stipulated time for construction as stated above shall be extended, if the Developer is prevented to continue the Development Works of the project by any unforeseen reasons beyond the control of the Developer and/or force majeure, and in that case, the time so to be elapsed should be extended further beyond the aforesaid contractual period without raising any objection from the part of the Landowner, however the fact of such extension shall be intimated to them by the Developer in advance.
- xi) That after the execution of these presents, all the taxes, rates, fees, outgoings etc. in respect of the "said premises" shall be borne the Developer till the date of hand-over the allocation to the respective unit/flat owner/s.
- xii) That the Developer shall continue the development construction works of the "said Building" at the "said Premises" under the name & style, as the Developer shall choice/ fix and that will be final.
- xiii) That the Developer shall have exclusive right to amalgamate the "Said Property" to any other adjacent plot of land/lands situated around the said property without taking any prior permission from the Landowner in

the manner whatsoever the developer may deem fit and proper. The Landowner shall sign and execute all necessary Agreement/s, documents, deed of amalgamation and other paper/s in whatsoever manner and/or nature to the Developer, without raising any objection and demanding any amount in respect thereof, but the Landowner allocation will remain same, as written in these presents.

- xiv) The Developer hereby undertakes to keep the Landowner indemnified against any third party, claim, suits, costs, proceedings and claims for any third party including and /or statutory authorities and /or adjacent neighbors, which may arise out of the Developer's actions with regard to the development and/or construction of the building on the "said premises".
- xv) That the Developer by virtue of these presents, shall have right &/or authority to deal with any person/persons, &/or enter into any contract, &/or agreement, to borrow money &/or to take advance against any unit/flat/portion along with acquired right under this agreement, from any Nationalized, Private or Public Sector Bank &/or financial institution.
- xvi) That the Developer shall be responsible for any acts, deeds, or things done towards any fund collection from one or more prospective buyer of the proposed flats/apartment.
- xvii) That the Developer shall be liable/responsible for receipt of any booking amount/advance/full consideration amount in connection with any agreement for sale from one or more prospective buyer/s of the proposed flats/units in respect of the proposed project at the first schedule hereunder.

xviii) That the Developer has not acquired any ownership or title, and/or no such ownership or title has been transferred in favour of the Developer herein, by virtue of this Agreement, in respect of the "First Schedule" hereunder.

5) Mutual consent of the Parties :-

- i) That all the terms & conditions of this agreement shall be bound to obey by all the parties of these presents.
- ii) The Landowner and the Developer have entered into these presents purely as a contract, and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner, nor shall the parties here to be constituted as Association of persons.
- iii) That any terms & conditions & clauses of these presents, if required to amend/alter in future, then both the parties by mutual understanding can amend/alter the same by preparing a Registered Instrument/Document in continuation of these presents.
- iv) That if any dispute & difference arise out of these presents and/or it's allied documents, and/or in respect of any matter relating to the proposed Project, between the parties, shall be referred to an Advocate as to be decided by the parties herein, mutually, for arbitration, who shall act, as Arbitrator having power of summary procedure & may keep any record of Arbitration proceedings and shall be governed by the provisions of Indian Arbitration & Conciliation Act 1996, with all modification for the time being in force & whose decision shall be final & binding upon all the parties herein.

- v) The court under which jurisdiction of the land is situated shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

FIRST SCHEDULE as referred herein above
(Description of Land/Premises)

ALL THAT piece & parcel of land in the Dist.-Burdwan (now Paschim Bardhaman), P.S.-New Township, within the area of Jemua Gram Panchayat, at Mouza- Kaliganj (কালীগঞ্জ), J.L. No.110, Khatian No.413, L.R. Khatian No.2618 (Twenty-Six Hundred Eighteen),

R.S. Plot No.1464 (Fourteen Hundred Sixty-Four) corresponding L.R. Plot No.1837 (Eighteen Hundred Thirty-Seven), measuring Area of Land - 7(Seven) Decimal, more or less 4.24(Four point Two Four) Katha, under Jemua Gram Panchayat, B.L.&L.R.O. Faridpur-Durgapur, and the Land is recorded as Baid, & proposed to be use as Bastu for Residential Purpose.

Butted and Bounded as follows:-

- North : Land of Dharmik Properties.
South : Land of Jitender Singh.
East : Land of Provati Ambrose.
West : 15' Feet wide Road.

[Annexed a Sketch Map of the land, as part & parcel of this Agreement]

SECOND SCHEDULE as referred herein above
(Description of Allocation of the Landowner & Developer)

- i) That the Landowner shall receive the amount of **Rs.85,00,000/- (Rupees Eighty Five Lakh) only** from the Developer herein, part by part, as follows:-
- a) The Developer has been paid the amount of **Rs.6,00,000/- (Six Lakh) only** [i.e. Rs.1,00,000/-only through _____ on _____ & Rs.5,00,000/-only through _____ on _____] to the Landowner herein, till the execution of this agreement. Which is acknowledge by the Landowner by put his signature in this agreement.
- b) That the Developer shall pay further amount of **Rs.5,00,000/- (Five Lakh) only** to the Landowner, on the date of -execution of Regd. Development Power of Attorney.
- c) That the Developer shall pay further amount of **Rs.20,00,000/- (Twenty Lakh) only** to the Landowner, within 12 months, from the date of "Commencement of Construction Work".
- d) That the Developer shall pay further amount of **Rs.20,00,000/- (Twenty Lakh) only** to the Landowner, within 24 months, from the date of "Commencement of Construction Work".
- e) That the Developer shall pay the balance amount of **Rs.34,00,000/- (Thirty-Four Lakh) only** to the Landowner, within 36 months, from the date of "Commencement of Construction Work".

[Be it mentioned here that all the payments shall be made by the Developer to the Landowner's Proprietorship Firm A/c No.022705300009660 of Dhanlaxmi Bank Ltd. Durgapur Br. IFC Code DLXB0000227]

[That if the Developer fails to complete the project work, within above time period of 36 months, then the Developer shall pay the amount of Rs.25,000/-only per month to the Landowner herein, as penalty].

- ii) That the Landowner is also got the provisional allotment of the following flats at the proposed project at the "First Schedule" hereunder.

Sl. No.	Flat No.	Floor	Area (SBU)
1.	2B	2 nd	495 sq. ft.
2.	7C	7 th	718 sq. ft.
3.	1D	1 st	716 sq. ft.
4.	2E	2 nd	725 sq. ft.
5.	1F	1 st	1100 sq. ft.
6.	1G	1 st	445 sq. ft.
7.	7G	7 th	445 sq. ft.

- iii) That the Developer will get remaining all flats/units/parking, as per sanctioned building plan duly approved & permitted by the Jemua Gram Panchayat, and/or by the concerned authority.

- iv) That the Landowner has got the above-mentioned provisional allotment of flats, as security, against the above-mentioned monetary consideration, and after received the entire monetary consideration from the Developer herein, the Landowner shall have no right to claim or demand the units/flats or any further sum of money.

A separate sheet has been annexed to this agreement containing the signature, fingers print and photographs of the Landowner & Developer herein, which is the part and parcel of these presents.

IN WITNESS WHEREOF both the parties of these presents do hereby put their respective signatures, in the free, fair state of mind, after gone through all the terms & conditions & expressions of these presents on this the 29th day of March, 2023 at Durgapur.

WITNESSES:-

1. Souparv Ghoshal
S/o - Niranjan Ghosal
Kaliganj, DGP12

Haren Kumar Roy

SIGNATURE OF LANDOWNER

2. Gopi Ratan Bhandary

S/o pramesh chandra Bhandary

Vill + Post - Arrah

Dist - Paschim Bardhaman

DGP-12.

DHARMIK PROPERTIES

Ajit Maji
Partner

SIGNATURE OF DEVELOPER

Drafted and Typed by me & read over & explained to all parties of these presents and all of them admit the same has been correctly written as per their instructions & also identified by me,

Debabrata Biswas
Debabrata Biswas, Advocate
Durgapur Court, City Centre
Enrollment No. W.B./686/2010

SKETCH MAP SHOWING THE LAND OVER R.S
 PLOT NO-1464[P] IN MOUZA-KALIGANJ, J.L-110
 P.S- N.T.P.S[DURGAPUR] , DIST- BURDWAN[W]

LAND OWNER:-

1. HIRA KUMAR RAM

AREA OF LAND

R.S PLOT
 1464

L.R PLOT
 1837

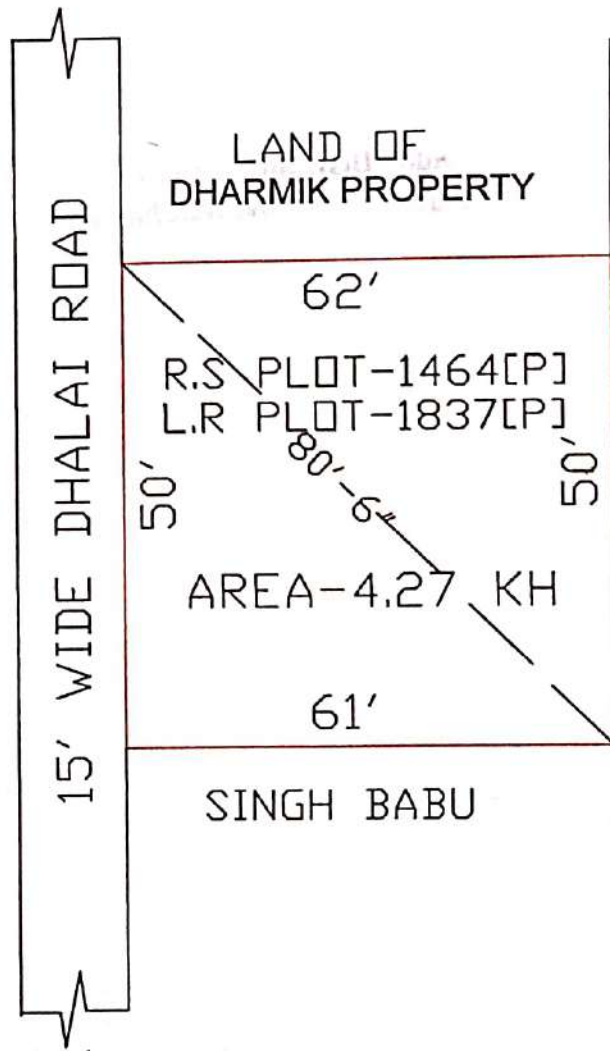
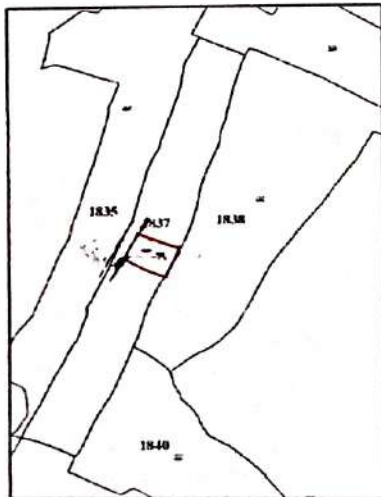
SHOW AREA
 4.27 KATHA
 [red marked]



DHARMIK PROPERTIES

Agut Hg
 Partner

LR INDEX MAP

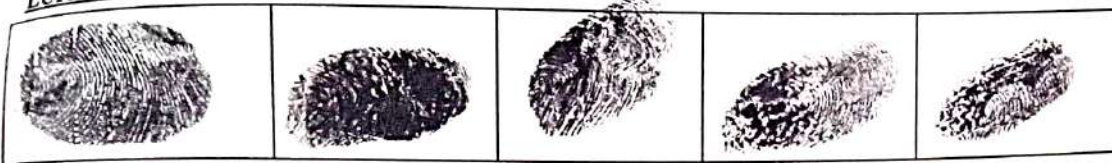


Drawn by
Sri Sanjay Bhandary
 SURVEYOR
 SRI SANJAY BHANDARY
 (GOVY.Reg No- S/1L/48279)
 Vill- Dandeshwar, P.o Gourbazar
 Dist Burdwan

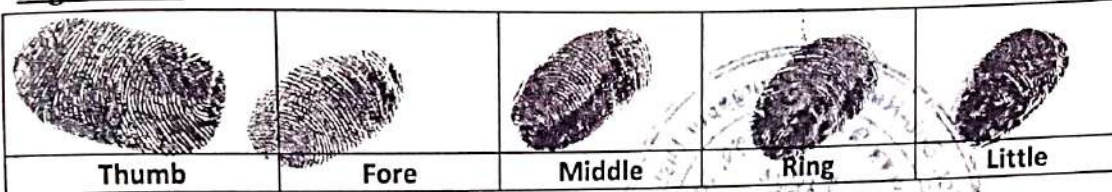
Hira Kumar Ram

Signature, colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



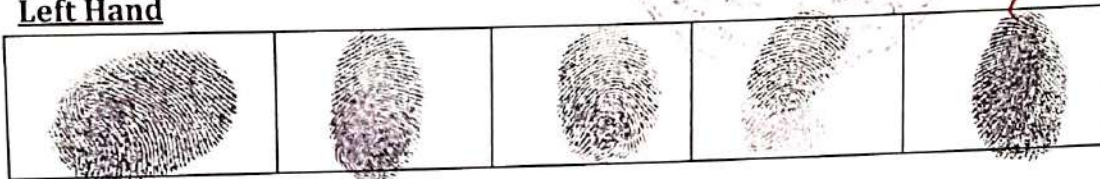
Right Hand



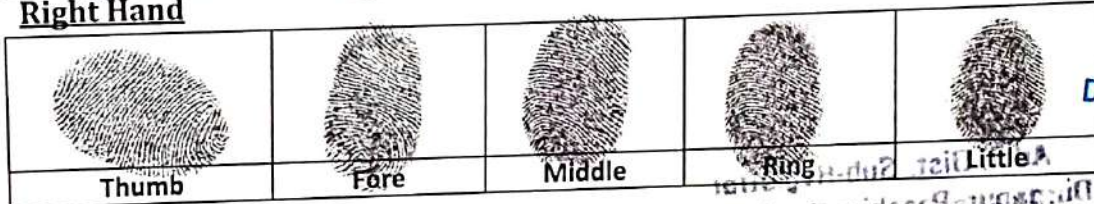
Signature:- *Kumar Kumar Ram*

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



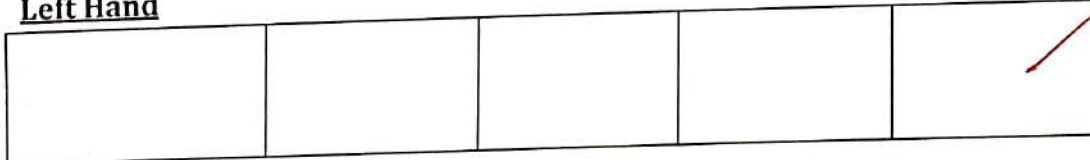
Right Hand



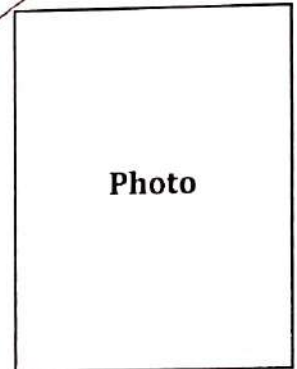
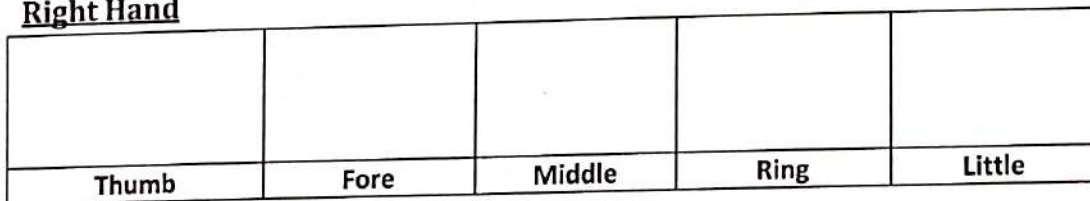
Signature:- *Ajith H A*

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



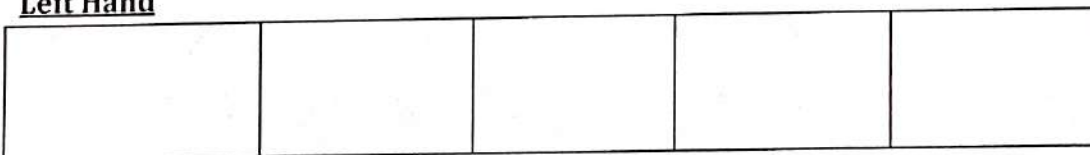
Right Hand



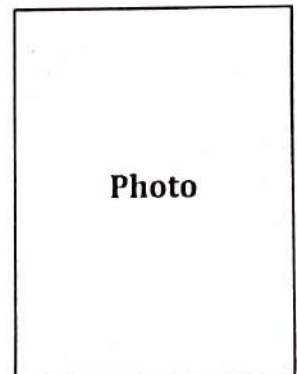
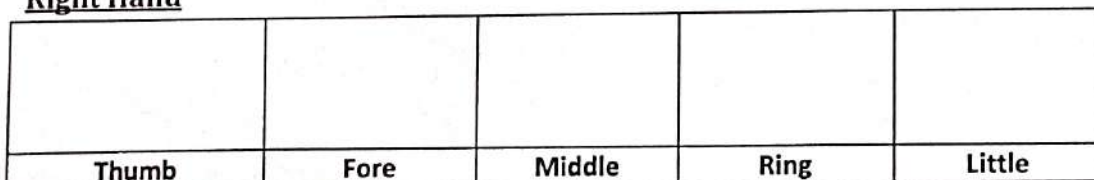
Signature:-

Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand



Right Hand



Signature:-



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



192023240013370581

GRN Details

GRN: 192023240013370581 Payment Mode: Online Payment
GRN Date: 10/04/2023 22:22:07 Bank/Gateway: Indian Overseas Bank
BRN : 202304110808953 BRN Date: 10/04/2023 22:23:51
GRIPS Payment ID: 100420232001337057 Payment Init. Date: 10/04/2023 22:22:07
Payment Status: Successful Payment Ref. No: 2000806273/2/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Dharmik Properties
Address: Durgapur 12
Mobile: 7047782822
Depositor Status: Advocate
Query No: 2000806273
Applicant's Name: Mr DEBABRATA BISWAS
Identification No: 2000806273/2/2023
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 10/04/2023
Period To (dd/mm/yyyy): 10/04/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000806273/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	11
2	2000806273/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	85014
			Total	85025

IN WORDS: EIGHTY FIVE THOUSAND TWENTY FIVE ONLY.

Major Information of the Deed




Deed No :	I-2306-03247/2023	Date of Registration	12/04/2023
Query No / Year	2306-2000806273/2023	Office where deed is registered	
Query Date	27/03/2023 11:10:55 AM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	DEBABRATA BISWAS DURGAPUR COURT, CITY CENTRE, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 7908705176, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 85,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 13,23,000/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 5,011/- (Article:48(g))	Rs. 85,014/- (Article:E, E, B)		
Remarks			

Land Details :

District: Paschim Bardhaman, P.S:- New Township, Gram Panchayat: JEMUA, Mouza: Kaliganj, JI No: 110, Pin Code : 713212

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Bastu	Baid				
L1	LR-1837 (RS :-1464)	LR-2618	Bastu	Baid	7 Dec	1/-	13,23,000/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
Grand Total :					7Dec	1 /-	13,23,000 /-	



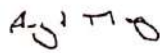
and Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Hira Kumar Ram (Presentant) Son of Mr Ram Padarath Ram Executed by: Self, Date of Execution: 29/03/2023 , Admitted by: Self, Date of Admission: 11/04/2023 ,Place : Office	 11/04/2023	 LTI 11/04/2023	 11/04/2023
10, Maxmuller Path, City Centre, City:- Durgapur, P.O:- City Centre, P.S:-Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713216 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: agxxxxxx6m, Aadhaar No: 24xxxxxxxx7395, Status :Individual, Executed by: Self, Date of Execution: 29/03/2023 , Admitted by: Self, Date of Admission: 11/04/2023 ,Place : Office				


Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Dharmik Properties B 10/16, Asha Villa, Arrah, Kaliganj,, City:- Durgapur, P.O:- Arrah, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212 , PAN No.:: aaxxxxx4e, Aadhaar No: 48xxxxxxxx4020, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Avijit Maji Son of Mr Nema Maji Date of Execution - 29/03/2023, , Admitted by: Self, Date of Admission: 11/04/2023, Place of Admission of Execution: Office	 Apr 11 2023 1:28PM	 LTI 11/04/2023	 11/04/2023
2B/2, Street No.2, Vivekananda Park, Tetikhola,, City:- Durgapur, P.O:- Arrah, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: bvxxxxx5a, Aadhaar No: 48xxxxxxxx4020 Status : Representative, Representative of : Dharmik Properties (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sourav Garai Son of Mr Nirajan Garai Kaliganj, Arrah, City:- Durgapur, P.O:- Arrah, P.S:-New Township, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713212			<i>Sourav Garai</i>
	11/04/2023	11/04/2023	11/04/2023

Identifier Of Mr Hira Kumar Ram, Mr Avijit Maji

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Hira Kumar Ram	Dharmik Properties-7 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- New Township, Gram Panchayat: JEMUA, Mouza: Kaliganj, JI No: 110, Pin Code : 713212

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1837, LR Khatian No:- 2618	Owner:শীরা কুমার রাম, Gurdian:রাম পদরথ রাম, Address:দুর্গাপুর , Classification:বাইদ, Area:0.07000000 Acre,	Mr Hira Kumar Ram

On 11-04-2023

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

Presented for registration at 12:06 hrs on 11-04-2023, at the Office of the A.D.S.R. DURGAPUR by Mr Hira Kumar Ram, 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 13,23,000/-

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

Execution is admitted on 11/04/2023 by Mr Hira Kumar Ram, Son of Mr Ram Padarath Ram, 10, Maxmuller Path, City Centre, P.O: City Centre, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713216, by caste Hindu, by Profession Business

Indetified by Mr Sourav Garai, , Son of Mr Niranjan Garai, Kaliganj, Arrah, P.O: Arrah, Thana: New Township, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Business

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

Execution is admitted on 11-04-2023 by Mr Avijit Maji, Partner, Dharmik Properties (Partnership Firm), B 10/16, Asha Villa, Arrah, Kaliganj,, City:- Durgapur, P.O:- Arrah, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212

Indetified by Mr Sourav Garai, , Son of Mr Niranjan Garai, Kaliganj, Arrah, P.O: Arrah, Thana: New Township, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 85,014.00/- (B = Rs 85,000.00/- ,E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 85,014/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/04/2023 10:23PM with Govt. Ref. No: 192023240013370581 on 10-04-2023, Amount Rs: 85,014/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 202304110808953 on 10-04-2023, Head of Account 0030-03-104-001 -16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,011/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 11/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 2912, Amount: Rs.5,000.00/-, Date of Purchase: 24/03/2023, Vendor name: SOMNATH CHATTERJEE
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/04/2023 10:23PM with Govt. Ref. No: 192023240013370581 on 10-04-2023, Amount Rs: 11/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 202304110808953 on 10-04-2023, Head of Account 0030-02-103-003 -02

Santanu Pal

Santanu Pal

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Paschim Bardhaman, West Bengal

12-04-2023

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.

Santanu Pal

Santanu Pal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Paschim Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2023, Page from 55804 to 55833

being No 230603247 for the year 2023.



Digitally signed by SANTANU PAL
Date: 2023.04.13 12:24:59 +05:30
Reason: Digital Signing of Deed.

Santanu Pal

(Santanu Pal) 2023/04/13 12:24:59 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)
