

S/No- 2331/2023

I-2305/2023



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
28.04.2023
02:00PM

GNo- 2001076888/2023 K 816769

certified that the document is
submitted for Registration. The
signature sheet and the
endorsement sheets attached
with this document are the part
of this document.

[Signature]
1st Deputy Sub-Registrar
02.04.2023

**DEED OF DEVELOPMENT AGREEMENT
AND GENERAL POWER OF ATTORNEY**

This Deed of Development Agreement and General Power of Attorney is executed on this the 28th day of April, 2023 (Two Thousand Twenty Three);

B E T W E E N :

[Signature]
Smt. Sabita Mahato (PAN-BGLPM3114R), Aadhaar No. 9875 4970 7234, wife of Sri Samarnath Mahato, Hindu by religion, Indian citizen, Household work by occupation, residing at Amdiha, Purulia, P.O. Dulmi-Nadiha, P.S. Purulia (T) and Dist. Purulia, West Bengal, hereinafter called and referred to as the LAND LORD/OWNER/FIRST PARTY (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include their respective heirs, executors, administrators, legal representatives, assignees etc.) of the ONE PART.

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[2]

AND

B.B. CONSTRUCTION (PAN-ABBFM2108B) a partnership firm, having its registered office at Malir Bagan, Cooks-Compound, Purulia, P.O. Purulia, P.S. Purulia(T) and Dist. Purulia, West Bengal, herein after called and referred to as the DEVELOPER/SECOND PARTY (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its heirs, executors, administrators, legal representatives and assignees etc. in office) of the OTHER PART, being represented by its one of the partners Sri Basuprada Banerjee (PAN-AIVPB5316K), Aadhaar No. 2295 6266 0675, son of Late Banshidhari Banerjee, Hindu by religion, Indian citizen, business by occupation, residing at Malir Bagan, Cook's Compound, Purulia, P.O. Purulia, P.S. Purulia (T) Dist-Purulia, West Bengal.

WHEREAS the property in Mouza Nadiha being J.L. No. 291/3, recorded in R.S. Khatian No. 68, corresponding to L.R. Khatian No. 2689, being the portion of R.S./L.R. Plot No. 512, 513 and 514, admeasuring a total area of 26.9 Decimals, specifically mentioned in the schedule herein below have been owned and possessed by the present lanlord herein and she has acquired the same by way of three nos. of registered deed being a sale deed no. 4897, Dated 25-11-2005, registered at the office of the A.D.S.R. Purulia, measuring an area of 4 Cottahs 5 Chattaks under the aforesaid R.S./L.R. Plot No. 513 and being a Sale Deed No. 4906, Dated 25-11-2005, registered at the office of the A.D.S.R. Purulia, measuring an area of 5 Cottahs 38 Sq.ft. under the aforesaid R.S./L.R. Plot No. 514 and being a Gift Deed No. 3486, Dated 02-09-2008, registered at the office of the A.D.S.R. Purulia, measuring an area of 11.5 Decimals or 6 Cottahs 15 Chattaks 23 Sq.ft. under the aforesaid R.S./L.R. Plot No. 512.

AND

WHEREAS that after acquiring the aforesaid property in the manner as aforesaid the aforesaid land owner have recorded her name in the office of the Purulia Municipality and the Holding No. 182/25 under Ward No. 23 have been allotted in her favour in respect of her purchased property.

Contd.....P/3

[3]

AND

WHEREAS all the properties which have been acquired by the aforesaid landowner through the different Deeds are adjacent to each other and accordingly she has possessed the aforesaid properties with her own acquired property and for her own high benefits, she has accumulated the property in an area of 16 Cottahs 5 Chattaks 16 Sq.ft., specifically mentioned in the schedule herein below and with a view of maximum gain, the land owner has decided to develop the property by constructing multistoried building thereon and in the event, all the land owner have been in negotiating possession that each of them will take the profit of the entire joint property as per their respective landed properties.

AND

WHEREAS for such benefit of herself and also for the development of the property, the landlord/owner has decided to erect and or construct a multi-storied building thereon over the aforesaid properties, specifically mentioned in the schedule herein below and as such due to their lacuna in the arena of infrastructure, the landlord/owner have decided and intended to develop the schedule property with the assistance of a competent Developer and or promoter and as soon as the Developer/Second Party of the other part in this deed have come to learn the intention of the landlord/owner, have proposed to the landlor/owner to make an agreement for development of the schedule property and the landlord/owner also agreed with such proposal of the Developer of the other part in this deed and has agreed to make an agreement under certain terms and condition as cited herein below. It is also be stated here that the landlord also covenanted that this deed of development agreement has been signed by herself alongwith a General Power of Attorney in respect of the Developer's Allocatted area as per this agreement thereby empowered the developer to sell convey, transfer and or remain her allocatted portion with herself.

AND

WHEREAS the Developer after scrutinising and going through all the papers and documents regarding the valid title and possession over the property mentioned in the schedules have agreed to develop the schedule property by constructing and or erecting a proposed multi-storied (G+5) building thereon over the same.

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[4]

AND

WHEREAS the landlord/owner have assured the present developer that the property mentioned in the scheduls is free from all encumbrances liens attachment, mortgage etc. and any other liabilities of any nature whatsoever and howsoever and the owner is in peaceful possession of her self acquired property and also in peaceful possession over the property respect of the schedule herein below with the schedul property and the owner has assured the developer that they have marketable and saleable right and title over their respective shares in the schedule property.

AND

WHEREAS after being fully satisfied regarding the right, title, interest and possession of the landlord, the Developer herein make this deed of Developement agreement with the consent that landlord will in every part of construction will assist.

NOW THIS DEED OF DEVELOPMENT AGREEMENT WITNESSES AS FOLLOWS:-

1. That the land-owner have delivered peaceful possession of the schedule property through the excution of this deed of development agreement to the developer for the purpose of development and construction of proposed multistoried (G+4) building which consisting of severals nos. of commercial and residential independent flat/unit from the ground floor to upper floors with garrage spaces in the ground floor and the developer in this deed shall accordingly take over possession of the land in question for the aforesaid purpose for development of the same.
2. That the landowner have fully assured the developer that the land in question is free from all kinds of encumbrances, charges, liens, attachment and encroachment, mortgage etc. and there is no notice of the proposed multistoried building or buildings thereon over the schedule mentioned property and also there is no objection or hindrance or obstacles in obtaining approval and sanctioned plan for construction of multistoried building/appartment from the competent authorities.

[5]

3. That first party/land owner further assured the developer that apart from herself, no one else is/are entitled to or has/have any right and interest over the schedule property or any part thereof either as co-sharers and co-interested persons in joint family or otherwise the first party/land owner is not the benamdar trustee for any one in respect of the schedule property and the first party/land owner is fully entitled to transfer, convey, dispose and alienate the property in any manner to any one as she think proper and fit as per her own and sole discretion.

4. That the first party/land owner also assured the developer that the developer will be in no manner liable for any of the outgoing and outstanding dues relating to the schedule land for the period prior to execution of this deed of development agreement and the same liabilities shall be borne by the first party/land owner only.

5. That the second party/developer be entitled to do all acts, deeds, matters, which it/he/they think, necessary, relating to the development and construction of proposed multistoried building apartment consisting of independent, commercial unit, residential flats, garage, parking space etc. in general only on specific reliefs written hereunder:-

6. The reliefs have been given by the first party/landowners as follows:-

a. To prepare, amend or revise the building plan so will be submitted by the owner/landlord with the assistance of the Developer herein for the purpose of construction of Multi-storied (G+4) building on the land in question and to process submit the same for approval and sanction to the competent authority Concerned in this name or either in the name of the land owner at the cost and expenses of developer of the other part in this deed.

b. To appoint technical person, architects, engineers, contractors etc. and managerial personals for development and construction of the proposed multistoried building and for allied jobs as may be deemed necessary for the purpose.

c. To make application to the concerned authorities in the name of the first party/land owner or in his own name.

7. The project for construction of the multistoried building as in the manner stated aforesaid have been averred and stated as follows under the nomenclature of "OWNER'S ALLOCATION" and "DEVELOPER'S ALLOCATION":-

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[6]

After obtaining the sanctioned plan from the competent authority the owner in the one hand and the developer in the other hand of this deed will demark their own portions and or shares in the building so will be constructed over the schedule property and in this event the owner's allocated area will be provided with specific boundary and the remaining area will be provided for the Developer Allocated area as Developer's Allocation.

7. That the first party/land owner is entitled to get 35% of the total constructed area of the multistoried building constructed by the developer through their own finance and capital and the second party developer will get remaining 65% of the total constructed area of the multistoried building. For more details of allocation of the first party/land owner and the second party developer in the said multistoried building proposed to be constructed over the schedule property. It is described apparently as follows:

8. **OWNERS' ALLOCATION :**

a) After construction of the entire multi-storied building, the owner shall be entitled to get 35% of the total constructed area of the said building and the builders/developers shall not be entitled to claim over the aforesaid 35% of the total construction area.

b) The flats, appartments of the owners' allocation shall be finished flat, the floor shall be covered with murble/floor tiles, windows will be finished with aluminium with glass fitting, the doors will be flash doors made of by ply wood/woodden (saal wood) inside walls will be finished with wall potty with primary coating, the slab of the kitchen will be made of by marble stone/codappa stone, walls of bathroom and kitchen will be provided with the glaze tiles and the flats will be with complete electric wiring and the electric fittings as well as the electrical wires will be provided.

9. **DEVELOPER'S ALLOCATION :**

a. After deducting the said owner' allocation, the existing portion of the building i.e. 65% of the total construction of the said constructed area of the building will be developer's allocation. The developers shall construct and finished its/their allocated portion as per its/their own choice and decission.



[7]

The owner shall not be entitled to claim over the aforesaid 65% of the total constructed area of the building. If the developers extend the total construction then the extended area also be divided between the parties in the same proportion as stated in 'owners' allocation' and 'developer's allocation'. The owner allocated area will be the exclusive share of the owner in which the developer and or their legal heirs, assignees, representatives etc. shall not be entitled to lay any claim or any claim laid that will not be teneable or valid. The developer allocated portion will be their exclusive share unconcernly with the owner in which the the owner and/or their legal heirs, nominees, assignees, representatives etc. shall not be entitled to lay any claim or any claim laid that will not be teneable or valid. After obtaining the sanction plan the owner and developer shall jointly demarcate their own share on the sanctioned plan of the said proposed building as owners' allocation and after such demarcation the balance portion of the proposed building will be treated as developers allocation. Over the top roof of the aforesaid proposed multistoried building the developer and the owner will have the right in accordance with their proportionate share i.e. 35% and 65% alongwith the parapate wall. It is furthur agreed and decided that the developers shall deliver the owners' allocation of the full and complete to the owners free of cost, charge and encumbrances. The developers shall be exclusively entitled to developer's allocation having valid right title interest therein as per this agreement with exclusive right to enter into agreement for sale, transfer, letout, lease, license over the same and execute the appropriate deeds to that effect. The owners shall be exclusively entitled to their own allocation having valid right, title, interest, ownership etc. over its own allocation and the owners can sell, transfer, lease, letout etc. to any intending person at their own discretion and in the event of developer's allocation, if the developers intend to transfer their allocation in part or full by way of sale or any deed of conveyance to any intending buyer or purchaser then no prior concent from the owners are required to the effect. The developers may be entitled to take advance from the intending purchaser of their own allocation and they are allowed and/or to be permitted to execute and register sale deed in respect of their own allocation without taking the consent in writing from the owners. The developers as per their own discretion will be entitled to written or deliver possession of their allocated portion partly or wholly to any person or any such intending buyer, transferee, leasee, tenant etc. and no further consent of

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[8]

the owners is required to that effect and this agreement by itself be deemed to be and treated as the consent of both the parties. At the request of the developers the owners shall give power through the registered deed of power of attorney to the developers allocated portion having power to enter into an agreement for sale, lease, license, gift or any such other purposes and also having right to receive and received the money against that deed or the consideration money.

It is hereby further agreed that on completion of owners allocated portion, the developers either verbally or in written request the owners to take possession of their allocated portion. If any dispute arises in between the parties regarding their allocation as stated in this deed the matter should be referred to the Arbitrator within 7 days from the occurrence of dispute.

It is to be mentioned here that as the proposed multistoried building has yet to be started at this time and the parties of this deed have been mutually agreed that as soon as the sanctioned plan has been obtained the respective shares of the parties will have been demarcated in the sketch map and in this event the Developer will start construction work of the aforesaid multi-storied building after obtaining the sanction plan and also after demarketing the share of the parties. In this event the developer has full power to retain its (Developer's) allocation with its own choice and the developer will demarcate the owner's allocated area as per its (Developer's) own choice and in no way the owner will raise any objection or lay any claim for any area and will be bound to obey the aforesaid decision of the developer.

It is to be mentioned here that the Developer will hand over and deliver the possession to the landlord/owner in respect of owner's allocated area as will be distinguished after obtainment of the sanction plan with finished work as early as possible within the aforesaid period of **36 months** and in this event the parties of this agreement have mutually agreed that the developer can never in any way transfer any unit prior to hand over the finished allocated portion to the owners which is under the nomenclature of "OWNER'S ALLOCATION".

It is to be mentioned here that the developer can use their own allocated portion at their sole discretion and the owner can never make any objection to that effect.

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[9]

It is further be mentioned here that during the period of construction, the first party land lord will never be in any way make any obstruction or create any disturbance in the schedule premises.

further consent of the owners is required to that effect and this agreement by itself be deemed to be and treated as the consent of both the parties. At the request of the developers the owners shall give power through the registered deed of power of attorney to the developers allocated portion having power to enter into an agreement for sale, lease, license, gift or any such other purposes and also having right to receive and received the money against that deed or the consideration money.

10. It is also be agreed between the parties that the proposed lift which will be provided in the proposed multistoried (G+5) building will be constructed by the developer at their own cost and expence.

11. THIS DEED OF DEVELOPMENT AGREEMENT has been executed by the parties with the condition as stated herein below:-

The OWNER shall not be entitled to lay any claim if the DEVELOPER makes any alteration over their allocated portion. The OWNER'S allocated portion will be the exclusive share of the OWNER in which the DEVELOPER and/or their assignees and/or successor in interest shall not be entitled to lay any claim or if any claim laid that will not be tenable or valid. The DEVELOPER'S allocated portion will be exclusive share of the DEVELOPER unconcerned with the OWNER, in which the OWNER and/or their assignees and/or successor in interest shall not be entitled to lay any claim or if any claim laid that will not be tenable and valid. The OWNER and the DEVELOPER shall jointly demarcate and define on a copy of the sanctioned plan of the proposed building as OWNER'S ALLOCATION in red Colour and after such demarcation the balance portion in the sanctioned plan of the proposed building will be treated as Developer's Allocation. It has been further agreed and decided that the Developer shall deliver the owner's Allocation in finished and complete in the manner as stated in "Owner's Allocation" above to the owner free of cost, charges and encumbrances. The Developer shall be exclusively entitled to Developer's Allocation having Valid right, title, interest and possession therein with exclusive right to enter into any agreement for sale, transfer, let out, lease, license,

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[10]

gift, dispose of or otherwise deal with the same in such part or portion as per his/its discretion and appropriate the earnest money, sale proceeds, premium rent or usufruct of the same without any right, title, interest or claim of the owner and the owner shall not be entitled to lay any manner of claim over the same. The Developer as per his/its own discretion will be entitled to retain or deliver possession of his/its allocated portion or part thereof to any person or parsons or any such intending buyer transferee, lessee, tenant etc. and no further consent of the owner shall be required to this effect and this agreement by itself be deemed to be and treated as consent of the owner. The owner shall be exclusively entitled to owner's allocation having valid right, title, interest and possession therein with exclusive right to retain for himself/themselves enter into an agreement for sale transfer let out lease license gift dispose of or otherwise deal with same in such part of portion as per his/her/their discretion and appropriate the earnest money sale proceeds, premium, rent or usufruct of the same without any right, title, interest or claim of the Developer and the Developer shall not be entitled to lay any manner of claim over the same. The owner as per his/ her/their discretion shall be entitled to retain or deliver possession of his/her/their allocated portion or part thereof to any person or parsons or any such intending buyer, transferee lessee tenant etc. and no further consent of the Developer shall be required to this effect and this agreement by itself be deemed to be and treated as the consent of the Developer. At the request of the Developer the owner through registered deed of General Power of Attorney shall give power to the Developer or its nominated person, in respect of the Developer's allocated portion having power to enter into an agreement for sale, to transfer, lease license gift, or any such other purpose/purposes what so ever as stated in that Deed having right to receive and/or retain the money against that deed or the consideration money.

12. That it is mutually agreed by both the parties that the aforesaid proposed multi-storied (G+5) building will be constructed and the same will be named as **'RATHU ENCLAVE'**.

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[11]

Be it mentioned that both the parties mutually agreed that after completion of the aforesaid multi-storied (G+5) building will be under the possessional right in accordance with the proportionate and distinguished portion of their respective allocation as will be demarcated and or distinguished by the Developer herein in its sole discretion and in no manner either of the parties will lay any claim for the portion lying in either the parties.

13. That the stamp duty, registration charges, transformer charges, statutory fees, any kind of GST if be imposed, electricity meter charges, maintainance charges etc. has to be borne and paid by the landlords/owners in respect of their allocatted area/portion.

14. That it is hereby agreed by and between the owners and the Developer that after delivery of the allocated portion of the owners by the developer within the stipulated period and the owners shall be treated as the unit holder of the building and the owners shall not be entitled to get any previlage to claim any right apart from the previllage and right of other unit holders.

15. That if it is found and or may detected in future that any cloud be casted regarding the title and ownership of the owners of the first part in respect of the schedule property, then the owners in this deed will be bound to compensate the same at the choice and decission of the Developer and in that time no excuse from the part of the land owners be entertained.

16. It is mutually be decided by the parties of this agreement that the developer will construct the multistoried building over the schedule property by providing and or using the first class metirials which is being qualified under the marked as ISO and in this event if any damages will occur in future in respect of the building so proposed on the schedule property, the landlord will be no way be liable for that and every liabelities will be borne by the developers it self.

17. In this deed of development agreement and general power of Attoenry, the owner have also empowered the developer to do all the act, deed and things on behalves of herself in the manner stated hereunder:-

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[12]

- a. To develop the schedule property by constructing multistoried commercial-cum-residential building or in any manner as per sanctioned plan sanctioned by the Purulia Municipality and or any other competent authority.
- b. To look after, manage, supervise and administer the affairs of SCHDEULE PROPERTY and protect the interest and share of the owner in the schedule Property.
- c. To appear on behalves of the owners before the Purulia Municipality, Urban Land Ceiling Authority, Income-Tax Authority and/or any other Government or Semi-Government Authority for the purpose of taking all necessary steps to submit, sign, verify and to receive back all Plans, petitions, applications, forms, challans, receipts etc. on behalves of the owners.
- d. To apply for, submit plans for sanction of the Building Plan and to obtain the Building Plan/Plans duly sanctioned by the Purulia Municipality or any other Competent Authority.
- e. To make contract or Agreement for sale of the SAID PROPERTY or part thereof with any person/persons/firm/association at such rate or price the developer shall deem fit and proper.
- f. To sell, convey, transfer the share of the developer's allocated portion as has been satated herein before in clause 9 of this agreement wholly or partly thereof to the intending buyer/buyers on receipt of advance money or full consideration money thereof.
- g. To mortgage, pledge, keep as co-lateral security, the developer's allocated portions fully or partly thereof, with Bank and/or financial institution for obtaining loan which the developer will think, fit and proper.
- h. To execute and sign any contract or Agreement on behalves of the owners and as well as their own allocated portions on receipt of advance money or part payment of the consideration money and grant valid receipt or discharge for the same.
- i. To execute any deed of conveyance or conveyances of their allocated portions fully or partly in favour of the intending Purchaser/Purchasers and to sign and verify all such deeds, documents as and when such occassion will arise.

[13]

- j. To present any Deed of Conveyance or Conveyances for registration before any Registration authority within the territory of Indian Union either Registrar of Assurances Kolkata, District Registrar, sub-Registrar, Additional District Sub-Registrar Purulia and also any registering authority having jurisdiction and admit execution, to have the conveyance or conveyances registered and to do all acts, deeds, things which the developer shall consider necessary for conveying their allocated portions either wholly or partly thereof to the said Purchaser/Purchasers as fully and effectually in all respects.
- k. To receive back any Deed or document from any court or office on proper and valid receipt.
- l. To appear in all the Courts either civil, criminal, Revenue, Original, Revisional, or appellate, in the Registration Offices and in any other office and to sign and verify Vakaltnama, Ekrarnama, Pownama etc. and to file plaint, complaint, written statements, verification, affidavit, show cause petition, objection petition before any Magistrate, either Judicial Magistrate Executive Magistrate, District Magistrate, Additional District magistrate or before any sub-Judge, Munsiff, District Judge, Sessions Judge, District Delegate.
- m. To institute any case, suit or proceeding before any Court of Law against any person, firm, association or any authority.
- n. To appoint and constitute pleader, Advocate or any legal practitioner or agent whenever the developer shall think proper to do so and to discharge them.
- o. To conduct, defend, and contest all cases, suits and proceedings instituted by any person, firm, association or any authority.
- p. To compound, compromise, settle and submit for arbitration all suits, cases, proceedings, claims, demands etc. arising in course of or in relation to the management, supervision and transfer of the said Property.
- q. To sign, verify and file applications for execution of decree or orders of any court.
- r. To prefer appeal, motion, revision before any Higher Court against any order or judgement passed by any Lower Court.

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[14]

- s. To open Bank Account/Accounts with any Nationalized Bank and to operate the same by their own signatures jointly or severally.
- t. To appear and to file claim petition before the Land Acquisition Authority in case the said Property or any part thereof is acquired or requisitioned by the Govt. of West Bengal or any other statutory authority and to receive the compensation.
- u. The developer shall not sell and or transfer the share of owner's allocation as chosen by the developer which has been already stated herein before of this document.
- v. The developer is entitled to make necessary mutation and conversion in respect of the schedule property before the concerned B.L. & L.R.O. Purulia and any other competent Government and Semi Government authority.

And generally to do all other acts, deeds and things which in the opinion of the owners ought to be done and all acts, deeds and things lawfully done by the developer shall be construed as the acts, deeds and things done by the owners as the owners are personally present and done the same themselves.

ARBITRATION

Save and except what has been specifically stated here in before all disputes and differences between the parties arising out of the meaning, construction or imposed of this agreement of their respective right and liabilities as per this agreement shall be adjudicated by reference to the arbitration of two independent each party who shall jointly appoint an umpire and the commencement of reference and the award of the arbitrator or the umpire as the case may be the final and conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of arbitration Act. of 1940 and its statutory modifications and/or re-enactment thereof in force from time to time.

Notwithstanding the foregoing provision the right to use for specific performance of this contract by one party against the other as per terms of this agreement shall remain unaffected.

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[15]

Jurisdiction

All Larned Courts within the limit of the Purulia shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of this present between the parties.

SCHEDULE

(Description of the Land owned by the land owners)

All that a landed property in **Mouza Nadiha**, being J.L. No. 291/3, Paragana Chharrah, at Amdiha Road, Purulia, under Purulia Municipality, Ward No. 8, at present Ward No. 23, being present holding no. 182/25 within the District of Purulia under the local limits of Purulia Town Police Station under the jurisdiction of Purulia Sub-Registration Office, recorded in R.S. Khatian No. 68, corresponding to **L.R. Khatian No. 2692** being **R.S. Plot No. 512**, measuring an area of 6 Cottah 15 Chattaks 23 Sq.ft. and **L.R. Khatian No. 2689** being the portion of **R.S. Plot No. 513**, measuring an area of 4 Cottahs 5 Chattaks and in the same L.R. Khatian being the portion of **R.S. Plot No. 514**, measuring an area of 5 Cottahs 38 Sq.ft. The total area of the aoresaid three nos. of R.S./L.R. Plot is **16 Cottahs 5 Chattaks 16 Sq.ft.** has been agreed by the land owner with the developer to develop by constructing proposed multi-storied (G+5) building over the aforesaid landed property under the nomenclature of 'RATHU ENCLAVE' through this deed of Development Agreement and General Power of Attorney.

It is specifically be mentioned that although this deed of development agreement and general power of attorney is being executed between the parties in respect of construction of a proposed G+5 building over the aforesaid schedule mentioned property which will be constructed by the developer but if any circumstances arises to prohibit the developer to construct G+5 Building thereon as per West Bengal Municipal Act 1993 and Municipal Building Rules 2007, then the developer hereby undertakes that it will construct G+4 building and or any kind of multi-storied building as per the sanctioned plan, sanctioned by the concerned Municipality.

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[16]

WORK SCHEDULE

SPECIFICATION OF CONSTRUCTION AND MATERIALS

1. Foundation : Filling with isolated footing.
2. Structure : Structure will be of RCC with bricks 10 Inch. outside and 5 Inch. inside wall including cement plaster.
3. Walls : Internal – Wall putty and External – Weather coat paint with Water proofing compound.
4. Flooring : The entire flat with vitrified tiles.
5. Cement and Rod will be of ISI Mark.
5. Electrical : Concealed ISI copper wiring with modern switches, adequate light power points,
7. Kitchen : Glazed tiles up to the height of 48 inches above cooking platform. Cooking platform of Marble. Stainless Steel Sink.
8. Toilet : Concealed pipeline with hot and cold water lines. Glazed tiles up to the height of seven feet. CP bath fittings, sanitary fittings, PVC Cisterns of reputed company with ISI mark.
9. Doors: wood frame with flush door shutter, Synthetic doors and frame in toilets. And alluminium glass windows.
10. Water supply: Deep Tube well. Overhead tank for sufficient storage & supply.

NOTE- The above specification made are subject to change and Builder/ Developer can change the specifications without any prior notice.

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(COMMON EXPENSES AND GENERAL EXPENSES)

GENERAL : All costs and expenses for maintaining, repairing and doing all acts, deeds and things which are necessary for maintaining and beautifying the said Buildings has to be borne by the respective parties as per their respective shares in the aforesaid building. The expenses for maintaining the gutters and water pipes, drains and electric wires of the said Building and used and enjoyed by the parties in common with other occupiers and all expenses for maintaining the said Building, Main Entrance, Landing, Staircases of the Building and Boundary walls and the costs of cleaning and lightening the said building and keeping the said, back and front space of the building bore by the respective parties as per their respective shares in the building.

ASSOCIATION : All costs and expenses for establishment and incorporation and registration of the Association for the whole building. Proportionate expenses for the Association will be paid by the parties as per their respective shares in the building including the costs of formation of Association, establishment and registration.

OPERATIONAL : The expenses for day to day maintenance of the whole Building particular building and such expenses to be incurred by Association will be borne by the Unit holders proportionately including the salary of the staffs of the Association.

RESERVES : Creation of funds replacement, renovation and/or other periodic expenses.

GENERATOR AND TRANSFORMER: Cost for installation of the generator and transformer will be borne by the parties and unit holders as per their proportionate share in the building and the same will be treated as common.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

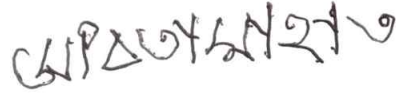


[18]

Note :- Signature with photo and fingers' print of the land owner and one of the partners on behalf of the Developer are affixed on the specimen copy annexed with this Deed.

Witnesses

1. Ranjit Majhi
S/o - Haradhan Majhi
Vil + P.O - Satra
P.S → Ansha, Purulia.



Signature of the OWNER

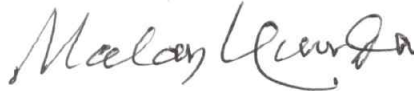
B.B CONSTRUCTION

Bashprada Bamerjee
Partner

Signature of one of the
PARTNERS OF DEVELOPER

2. Akshay Ray
S/o Lt - Biswapati Ray
At - Purulia. w/13.













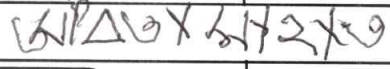












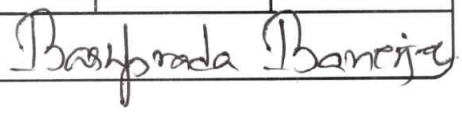
Scribe – The Deed has been drafted as per instruction of the Parties and the writings of this deed read over and explained to the Parties who having been fully understood the meaning and purport of this writings of this Deed, put their respective signature and Fingers impression by their own hand and fingers.



(Malay Kumar Das)
Deed Writer, Purulia.
Licence No. 94.

Typed by : Ananda Das
(Ananda Das) of Purulia.

SPECIMEN FORM FOR PHOTO AND FINGERS' PRINT

<p>Signature with Photo of the Landlord / First Party</p>	<div style="border: 1px solid black; border-radius: 10px; padding: 5px; display: inline-block;">Left Hand</div>				
					
	<p>Thumb</p>	<p>Index</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>
	<div style="border: 1px solid black; border-radius: 10px; padding: 5px; display: inline-block;">Right Hand</div>				
					
	<p>Fingers' Impression of my both hands: </p>				
<p>Signature with Photo of one of the partners of the Developer/Second Party.</p>	<div style="border: 1px solid black; border-radius: 10px; padding: 5px; display: inline-block;">Left Hand</div>				
					
	<p>Thumb</p>	<p>Index</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>
	<div style="border: 1px solid black; border-radius: 10px; padding: 5px; display: inline-block;">Right Hand</div>				
					
	<p>Fingers' Impression of my both hands: </p>				

Major Information of the Deed



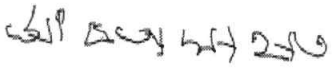
Deed No :	I-1402-02305/2023	Date of Registration	28/04/2023
Query No / Year	1402-2001076888/2023	Office where deed is registered	
Query Date	28/04/2023 3:26:00 PM	A.D.S.R. PURULIA, District: Purulia	
Applicant Name, Address & Other Details	Malay Kumar Das Village Joynagar, Thana : Purulia Muffassil, District : Purulia, WEST BENGAL, Mobile No. : 9635579521, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
	Rs. 97,02,825/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,060/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Amdiha Road, Mouza: Nadiha, , Ward No: 8, Holding No:182/25 JI No: 3, Pin Code : 723102

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-512 (RS :-512)	LR-2692	Bastu	Bastu	6 Katha 15 Chatak 23 Sq Ft		41,39,850/-	Property is on Road
L2	LR-513 (RS :-513)	LR-2689	Bastu	Bastu	4 Katha 5 Chatak		25,61,625/-	Property is on Road
L3	LR-514 (RS :-514)	LR-2689	Bastu	Bastu	5 Katha 38 Sq Ft		30,01,350/-	Property is on Road
		TOTAL :			26.9523Dec	0 /-	97,02,825 /-	
	Grand Total :				26.9523Dec	0 /-	97,02,825 /-	

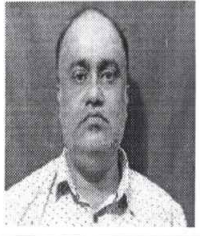


Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt Sabita Mahato (Presentant) Wife of Mr Samarnath Mahato Executed by: Self, Date of Execution: 28/04/2023 , Admitted by: Self, Date of Admission: 28/04/2023 ,Place : Office	 28/04/2023	 LTI 28/04/2023	 28/04/2023
Amdiha, Purulia, City:- Purulia, P.O:- Dulmi Nadiha, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723102 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BGxxxxxx4R, Aadhaar No: 98xxxxxxxx7234, Status :Individual, Executed by: Self, Date of Execution: 28/04/2023 , Admitted by: Self, Date of Admission: 28/04/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	B.B. CONSTRUCTION Malir Bagan Cooks Compound, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101 , PAN No.:: ABxxxxxx8B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Basuprada Banerjee Son of Late Banshidhari Banerjee Date of Execution - 28/04/2023, , Admitted by: Self, Date of Admission: 28/04/2023, Place of Admission of Execution: Office	 Apr 28 2023 5:28PM	 LTI 28/04/2023	 28/04/2023
Malir Bagan Cooks Compound, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx6K, Aadhaar No: 22xxxxxxxx0675 Status : Representative, Representative of : B.B. CONSTRUCTION (as Partners)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Ranjit Majhi Son of Haradhan Majhi Village:- Satra, P.O:- Satra, P.S:-Arsa, District:-Purulia, West Bengal, India, PIN:- 723154			
	28/04/2023	28/04/2023	28/04/2023

Identifier Of Smt Sabita Mahato, Mr Basuprada Banerjee

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Sabita Mahato	B.B. CONSTRUCTION-11.4996 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt Sabita Mahato	B.B. CONSTRUCTION-7.11562 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Smt Sabita Mahato	B.B. CONSTRUCTION-8.33708 Dec

Land Details as per Land Record

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Amdiha Road, Mouza: Nadiha, , Ward No: 8,
Holding No:182/25 JI No: 3, Pin Code : 723102

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 512, LR Khatian No:- 2692		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 513, LR Khatian No:- 2689		Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 514, LR Khatian No:- 2689		Seller is not the recorded Owner as per Applicant.

On 26-04-2023

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.

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

Presented for registration at 14:00 hrs on 28-04-2023, at the Office of the A.D.S.R. PURULIA by Smt Sabita Mahato ,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 97,02,825/-

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

Execution is admitted on 28/04/2023 by Smt Sabita Mahato, Wife of Mr Samarnath Mahato, Amdiha, Purulia, P.O: Dulmi Nadiha, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723102, by caste Hindu, by Profession House wife

Indetified by Mr Ranjit Majhi, , , Son of Haradhan Majhi, P.O: Satra, Thana: Arsa, , Purulia, WEST BENGAL, India, PIN - 723154, by caste Hindu, by profession Others

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

Execution is admitted on 28-04-2023 by Mr Basuprada Banerjee, Partners, B.B. CONSTRUCTION, Malir Bagan Cooks Compound, Purulia, City:- Purulia, P.O:- Purulia, P.S:-Purulia Town, District:-Purulia, West Bengal, India, PIN:- 723101

Indetified by Mr Ranjit Majhi, , , Son of Haradhan Majhi, P.O: Satra, Thana: Arsa, , Purulia, WEST BENGAL, India, PIN - 723154, by caste Hindu, by profession Others

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 28/04/2023 4:41AM with Govt. Ref. No: 192023240033631211 on 28-04-2023, Amount Rs: 21/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 517306852 on 28-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,060/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,060/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-
2. Stamp: Type: Impressed, Serial no 2341, Amount: Rs.5,000.00/-, Date of Purchase: 28/04/2023, Vendor name: DEBDAS BHATTACHARYA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/04/2023 4:41AM with Govt. Ref. No: 192023240033631211 on 28-04-2023, Amount Rs: 5,060/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 517306852 on 28-04-2023, Head of Account 0030-02-103-003-02



Ruhul Amin
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. PURULIA
Purulia, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1402-2023, Page from 37267 to 37291

being No 140202305 for the year 2023.



Ruhul

Digitally signed by RUHUL AMIN
Date: 2023.05.02 16:31:50 +05:30
Reason: Digital Signing of Deed.

(Ruhul Amin) 2023/05/02 04:31:50 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. PURULIA
West Bengal.

(This document is digitally signed.)