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RECTIFIED & AMENDMEDED DEVELOPMENT AGREEMENT

A.D.S. Durg  
Bairawa

THIS RECTIFIED & AMENDMEDED DEVELOPMENT AGREEMENT IS MADE ON THIS THE 30<sup>TH</sup> DAY OF MAY 2019.

4 JUN 2019

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(2)

BETWEEN

Raju Khan, S/O Jamader Khan, 8/26, Mahiskapur Road, B-Zone, Durgapur - 05, Dist.- Paschim Bardhaman hereinafter called and referred to as the "LAND OWNER" (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, Administrators legal representatives and assigns etc.) ONE PART (PAN - ANZPK5228Q), M-9851193786

AND

OMEGA CONSTRUCTION (A Partnership Firm) having its office at at 8/26, Mahiskapur Road, B-Zone, Durgapur - 5, Dist.- Paschim Bardhaman Represented by its Partners Raju Khan S/O Jamader Khan, by faith - Muslim, By Occupation - Business at present resident of 8/26, Mahiskapur Road, B-Zone, P.S.- Durgapur, Durgapur - 05, Dist.- Paschim Bardhaman & Sakil Ahmed, S/O Lt. Hasan Khan, by faith - Muslim, By Occupation - Business, at present resident of Natun Pally, G-Block, Benachity, P.S.- Durgapur, Durgapur - 13, Dist.- Paschim Bardhaman hereinafter called & referred as "DEVELOPER" (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office-legal representatives, administrators, executors and assigns) of the SECOND PART. (PAN - AADFO0363R)

WHEREAS Sri Ashutosh Banerjee, S/O Lt. Anil Baran Banerjee & Smt. Papiya Banerjee, W/O Sri Ashutosh Banerjee resident of 3C, Nivedita Place, Benachity, Durgapur - 05, Dist.- Paschim Bardhaman purchased the property situated at Holding/premises no.- 91/N, R.S Kh. No. - 11, R.S Plot No. - 45/2835, J.L. No. - 98, L.R. Plot No.- 55, L.R. Kh. No.- 10343, Mouza - Bhiringhee measuring area about 15.75 Cuttaks or 25.98 dec. as BASTU at Natun Pally, G-Block Extn., P.O.- Durgapur - 01 from Sri Dhirendra Nath Sen by virtue of Sale Deed No.- 2923/2005 duly Registered before A.D.S.R., Durgapur.

THEREAFTER the said Sri Ashutosh Banerjee & Smt. Papiya Banerjee became owner, possessor, title holder in respect of the above property and transferred in favour of its present owner Raju Khan, S/O Jamader Khan, 8/26, Mahiskapur Road, B-Zone, Durgapur - 05, Dist.- Paschim Bardhaman by virtue of Sale Deed No.- 2285/2012, dt. 14/03/2012, duly Registered before A.D.S.R., Durgapur, recorded in Book No.- 1, Volume No.- 06, Page No.- 2356 to 2367 recorded in Book No.- 1, Volume No.- 13, Page No.- 2356 to 2367.

AND WHEREAS after succeeding the property used as Bastu said Raju Khan mutated his name in the BI & LRO Office Durgapur Faridpur and paid Khazna up to date and also converted the land into Bastu and is owning and possessing the same.



AND WHEREAS the Land Owners desires to develop the described in the schedule below by construction of a multi-storied building up to maximum limit of floor consisting of as many as flats , garages etc. by taking permission of the Durgapur Municipal Corporation and/or and other concerned Authority/ Authorities lack of sufficient times the Landowner could not be able to take any steps for the said development and as such the Landowner is searching a Developer for the said Development works on the said Schedule " A " mentioned land .

AND WHEREAS the Land Owner approached to OMEGA CONSTRUCTION (A Partnership Firm) having its office at at 8/26 , Mahiskapur Road , B-Zone , Durgapur - 5 , Dist.- Paschim Bardhaman the Developer and described the other part herein offered it to undertake the jobs of construction of G+3 building on the said land as per sanctioned building plan and investing necessary funds in thereof .

AND WHEREAS the Developer accepted the said proposal of land Owners as per terms and conditions mentioned below and whereas the Developer shall be permitted to raise construction of G+3 residential building on the said land and to make agreement to sell and/or to sell to intending buyers only for the Developer's allocation of the new building as may be deemed fit and proper by the Developer excepting the proportions of the newly constructed building which will be kept reserved for the land owners as per terms and conditions mentioned below :-

AND WHEREAS the Land Owners and the Developer have agreed to the above proposals and are desirous of recording the said agreement and various terms and conditions to avoid any misunderstanding later on . Hence the parties herein agreed and record in writing with details of such terms and conditions mutually agreed to by the parties herein as below :-

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

BUILDING shall means maximum limit of floors consisting of as many as flats , shops , garages etc. to be constructed according to the plan including any modification and/or addition sanctioned by the Durgapur Municipal Corporation duly approved by the from time to time and to be constructed on the " said property " more fully and specially and specifically described in the First Schedule written hereunder , and the said building hereinafter referred to as the SAID " BUILDING " .

DEVELOPMENT AGREEMENT shall means the date of Execution of Agreement Between the owners herein and the Developer herein relating to the development , promoter , construction and building of building's at and upon the said premises and shall include all modification , alterations and charges , if any , made therein and all extensions , if any , thereof from time to time .

THE UNIT/ FLAT shall mean any residential Unit/ Flat or any other covered space in the Building which is capable of being exclusively owned , used and /or enjoyed . Shall mean any unit/ flat in the Building's lying erected at and upon the schedule and the right of common use of the common portions apartment to the concerned Unit/ flat and wherever the context so intends of permits , shall include the undivided proportionate share and/ or portion attributable to such Unit / Flat.

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

PROJECT shall mean the work of development undertake and to be done by the Developer here in respect of the premises in pursuance of the Development Agreement and/ or any modification or extension . There of till such development , erect , promotion , construction and building of building at and upon the said premises be completed and possession of the completed Unit/s/Car Parking / Space/s/ and others be taken over by the Unit/Flat and occupiers .

Premises shall mean ALL THAT piece and parcel Within District of Burdwan , Holding/premises no.- 91/N , R.S Kh. No. – 11 , R.S Plot No. – 45/2835 , J.L. No. – 98 , L.R. Plot No.- 55 , L.R. Kh. No.- 10343 , Mouza – Bhiringhee measuring area about 15.75 Cuttahs or 25.98 dec. as BASTU at Natun Pally , G- Block Extn. , P.O.- Durgapur - 01 within the limits of the Durgapur Municipal Coprporation more fully and particularly mentioned , described , explained , and provided in the SCHEDULE - A hereunder written and/ or given.

Plan - shall mean the sanctioned and/ or approved plan the building to be sanctioned by the Durgapur Municipal Corporation or any other authorities and shall also include Variations/ modification . Alterations therein that may be made by the owners herein and/ or the Developer herein . If any , as well as all revisions , renewals and extension thereof , if shall in relation to the Unit/Flat shall mean the plinth area of the Unit/Flat ( including the area of bathroom , balconies & terrace , if any apartment there to and also the thickness of the walls ( external or internal ) , the columns & pillars therein provided that if any wall , column or pillar be a pillar shall be include in each such Unit/Flat ) .

TITLE DEED shall means the document' by virtue of which the Owner are become the absolute owned , seized and possessed otherwise well and sufficiently entitled the said property more fully described in the first schedule written hereunder .

LAND OWNER shall mean Raju Khan , S/O Jamader Khan , 8/26 , Mahiskapur Road , B- Zone , Durgapur – 05 , Dist.- Paschim Bardhaman hereinafter called and referred to as the " LAND OWNERS " ( Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs , Administrators legal representatives and assigns etc ) ONE PART .



DEVELOPER shall mean OMEGA CONSTRUCTION (A Partnership Firm) having its office at at 8/26 , Mahiskapur Road , B-Zone , Durgapur – 5 , Dist.- Paschim Bardhaman Represented by its Partners Raju Khan S/O Jamader Khan , by faith – Muslim , By Occupation – Business at present resident of 8/26 , Mahiskapur Road , B-Zone , P.S.- Durgapur , Durgapur – 05 , Dist.- Paschim Bardhaman & Sakil Ahmed , S/O Lt. Hasan Khan , by faith – Muslim , By Occupation – Business at present resident of Natun Pally , G- Block , Benachity , P.S.- Durgapur , Durgapur – 13 , Dist.- Paschim Bardhaman West Bengal referred to and called as “ DEVELOPER ” .

SPECIFICATION shall mean first class and good standard for construction and completion of the building more fully described in the schedule attached .

COMMON FACILLIRIES AND AMENITIE shall include staircase , roof of the proposed building , landing , passageways , overhead water tank , Septic tank , reservoir , said spaces etc. which shall be enjoyed by the owners jointly with the other flat owners .

**Owner's & Developer's Allocation :-**

**LAND OWNER'S ALLOCATION :**

The land owner hereto in consideration of allowing the developer to develop the said land as stated in the schedule “ A ” herein below by raising the construction of a multi-building over the said land as per sanctioned building plan and will be entitled to have the allocation in the manner as follows :-

- (c) That the Land Owner shall became the owner in respect of Raju Khan A-2 , A-3 , A-4 in 1<sup>st</sup> Floor B-1 , B-2 , B-3 , B-4 in 2<sup>nd</sup> Floor , C-1 , C-2 , C-3 , C-4 in 3<sup>rd</sup> Floor of the proposed G plus 3 permissible limit of multi storied building as per approved Sanction Plan .

**DEVELOPER'S ALLOCATION :**

- (a) That the Developer shall became the owner in respect of A-1 of 1<sup>st</sup> Floor of the proposed G plus 3 permissible limit of multi storied building as per approved Sanction Plan .

1. The Developer shall complete the proposed construction upon the land of the said premises within 18 months from the date approval sanction plan with a grace period of 3 months . The time shall be the essence of this contract unless such time is mutually extended in writing by the parties for unforeseen reasons of circumstances beyond the control of the parties . In the event of any party to this agreement fails to perform their obligations herein . The other party shall be entitled to specific performance of this agreement .

2. That after getting vacant possession of the said land the Developer shall make necessary arrangement for sanction of the plan for the construction of a building on the said land in the name of the land owners at the Developer own costs from the Durgapur Municipal Corporation and for the same the land owners shall render all sorts of assistances including by

3. That the land owners shall allow the Developer to construction a residential building on the said land in according to the plan to be sanctioned by the plan from the Durgapur Municipal Corporation the land owners shall allow the Developer to Execute the work of construction smoothly without any interference and/ or interruption after handing over the vacant possession of the said land , provided the developer observes and performed its obligations under this agreement .

4. That the land Owners herein hereby declared and confirmed to the Developer herein that they are the sole and absolute Owners of the land more fully described in the Schedule " A " herein below on good and marketable title free from all encumbrances , charges mortgage , claim and the land Owners herein has not made any kinds of agreement with any person or person regarding the Schedule " A " mentioned property .

5. That the land owner herein shall execute deed of conveyance in favour of the Developer after completion of the above said Project or Building or in favour of their Nominee or Nominees in respect of the Developer's allocation of the said building provided however the cost of conveyance or conveyances including Non-judicial stamps and registration expenses shall be borne and paid by the Developer or by their nominee .

6. The Developer shall have full right and liabilities to settlement and manage all kinds of problems relating to the new construction of the said land .

7. The Land Owners and Developer both hereby that all the building materials should stock till completion within the said land by the Developer and then Developer shall take all steps for protection of the same .

8. That the Developer shall bear all costs for drawing and sanctioning of plan and payment of fees to the concerned corporation and shall do everything in getting the said plain sanctioned by the Durgapur Municipal Corporation .

9. That the Developer shall be at liberty to enter in to agreement with prospective buyers of the several flats . Excepting the Owner's allocated as stated above at the proposed building with proportionate undivided share or interest in the land over which the proposed building will be constructed by the Developer to receive all the sale proceeds thereof and Owners shall not have any claim whatsoever on the same or any part thereof .

10. That the Developer shall pay the all Government rents and taxes from the date of handing over possession of the said plot of land by the land Owners and the land Owners shall be liable for proportionate taxes and rents to the Governments only in respect of their share as mentioned above as owner's allocation upon getting possession of their share of allocation of the building .

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11. That the Developer shall be at liberty to negotiate for and finalize sale/ transfer on or in any manner of the total area excluding the reserved allocated portion for the land Owners with any prospective buyers or financier before or in course of construction together undivided proportionate share of land on which the said multi storied building will be constructed and common passage , space and all other common facilities and amenities of such consideration and on such terms and condition and with such person or persons as the Developer shall think fit and proper . It is clearly agreed and declare that consideration money for such transfer as aforesaid including earnest money or initial payment or part payments , full payment thereof shall be received by and belong absolutely to the Developer and the Owners shall not be entitled to any portion thereof except the Owner's allocated portions stated above out of twelve number of flats .
12. That as and fro the date of delivery of possession the land Owners herein , shall also be responsible to pay and bear and shall pay to the Developer / Flat Owner's Association the service charge for the common facilities in the new building payable in respect of the Owner's Allocation such charge is to include proportionate share of premium for the insurance of the building , water , fire and damaging charges and taxes . Light , sanction and maintenance , occasioned repair and renewal charges for bill collection and management of the common facilities , renovation , replacement , repair and maintenance charges and expenses fro the building and of all common wiring pipes , electrical and mechanical installation , appliances , stairway and other common facilities whatsoever as may be mutually agreed from time to time .
13. Be it specifically mentioned herein the legal heirs and successors of the parties shall remain bound to abide by all the terms and conditions mentioned in this agreement if any of them expire during this stipulated period other party and to receive , accept any consideration money in regards their respective share . Each party shall have right to negotiate their respective portion with common facilities to any intending purchasers .
14. That on completion of the entire construction of the proposed building on the Schedule " A " land in pursuance of the agreement , the Developer shall give notice to the Durgapur Municipal Corporation of such completion duly counter signed by the Licensed Building Architect to issue Completion Certificate in regard to the said proposed building

15. It is hereby specifically shall be free to sell , transfer and/ or mortgage , assignor part with the possession of their respective portion at their own risk and account without any objection from the other .
16. That the Land Owners herein all hereby agree and convents with the Developer herein not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer except the Owner's Allocation portions of the said building . If any interference is caused by the Owners or their or agents and legal representatives causing hindrances or impediments to such construction the Owners herein will be liable to repay the entire amount invested by the Developer along with damages and interest @ 24% per annum on the amount invested by the Developer herein .
17. That the Land Owners herein all hereby convents with the Developer herein not to do any act , deed or things whereby the Developer herein may be prevented from selling , assigning and/ or disposing of any of the Developer's allocation/portion in the said building at the said premises in favor of the intending buyers of flats in the said building . The Owners Future gives undertaking for and on behalf of their respective heirs , agents and legal representatives for similar act their own liability and responsibility .
18. That the Land Owners herein do hereby declare that no part of the said Schedule " A " mentioned property subject to any order of acquisition and/ or requisition nor any notice of acquisition or requisition has been served upon the Owners herein .
19. That the Land Owners herein future declare that the said Schedule " A " mentioned property has not been subject to any notice of attachment under public demands recovery act or for payment of Income Tax and Municipal Taxes or any statutory dues or attached in respect of any suit .
20. That the Land Owners herein hereby undertake after his allocation portions of the said building that the Developer herein shall be entitled to the said construction and shall enjoy or may sell out it's allocated portions without any interference or disturbances on the part of the Land Owners herein and the Land Owners herein shall also not able to claim any amount from the sale proceeds of the flats under the Developer's allocation of the said building and the same shall be appropriated by the Developer herein .
21. That neither party shall use or permit to the respective allocation in the said building or any portion thereof carrying on any obnoxious , illegal and immoral trade or activity nor use thereof for any purpose , which may cause any nuisance or hazard to the other occupiers of the building .

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22. That neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in his behalf.
23. That neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (S) such party shall have observed and performed all to terms and conditions on their respective parts to be observed and/ or performed the proposed , transferee shall have given a written undertaking to the terms and conditions hereof and these presents and future that such transferee shall pay all and whatsoever shall be payable in respect in relation to the area in their possession .
24. That both parties shall abide by all laws , rules and regulation of the Government statutory bodies and/ or local bodies as the case may be and shall attend to answer and be responsible for any deviation , violation and/ or breach of any of the said laws , byelaws and regulation .
25. That the respective allocation shall keep the interior wall , sewers , drains , pipes and other fittings and fixtures and appurtenance and floor and ceiling etc in each of the parties respective allocation in the building in good working conditions and repair and in particular so as not cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/ or the occupation of the building indemnified from and against the consequence of any breach .
26. That the Land Owners shall permit the Developer and it's servants and agents with or without workman and other at all reasonable times to enter into and upon their allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/ or for the purpose of repairing , maintaining , cleaning , lighting and keeping in order the purpose of pulling down maintaining , repairing and testing drainage and pipes electric wires and for any similar purpose .
27. That the Land Owners hereby agree and covenant with the developer herein , that the Land Owners herein not to cause any interference or hindrance in the construction of the building by the Developer and they will not to let out , grant , lease , mortgage and/ or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction . That it is further specifically agreed that a notice addressed to either party by a registered post shall be deemed to be a valid notice duly served upon the parties . That after the completion of the said building the Developer herein will leave possession of the Owner's allocation in favour of them and after receiving peaceful possession of the allocation of them , the Land Owners hereby agree to abide by all the rules and regulation to be formed by any society/ association/ holding organization and/ or any other organization , who will be in charge or such management of the affairs of the building and/ or common parts thereof and hereby given their consent to abide by such rules and regulation .

28. That the Land Owners hereby undertake that the Developer shall be entitle to the said construction and shall enjoy its allocated space without any interference or disturbance and name of the building shall be given by the Developer in due course .
29. That the Land Owners herein and the Developer herein entered in to this agreement as a contract and under no circumstance this shall be treated as partnership by and between the parties and/ or an association of persons .
30. That immediately after possession of the said Schedule " A " mentioned property be given by the Land Owners herein , the Developer herein shall be entitled to start construction of the said building at the said Schedule " A " mentioned property in accordance with the sanctioned building plan .
31. That the Land Owners hall delivers all the Original copies of the relating to the said land to produce original documents before any authority for verification .
32. That if the Owners herein likes or intend to do extra work inside in their allotted flat apart from the Schedule " B " mentioned herein below then the same should be done at his own cost without replacing the original structure of the building .
33. The Developer shall abide by all laws , bye-laws rules and regulations of the appropriate Government and local bodies relating to Development of the said plots and to be observed by it in favour of this Agreement and shall attend to answer and be responsible for any deviation violation and/ or breach of any of the said laws , bye-laws , rules and regulation .
34. The Developer hereby agrees to keep the Owner saved harmless and indemnified against all punitive actions . Loss , damage , accidents , mishaps , liabilities , fines , penalties , compensation , costs charges and expenses , resulting due to omission , non compliance , lapses or violations of any law , bye-laws , rules and regulations concerning the Development of the said premises and any accident or mishap arising out of faulty design , construction or/ workmanship and arising as a result of the acts and omissions of the Developer

PROVIDED HOWEVER that in carrying out all of the obligations of the Developer as aforesaid , the Owners will without any claim or demand , sign and execute all necessary papers and applications as may be required by the Developer and render their active cooperation and assistance in getting and keeping valid all such consents and the Owners agree not to do or cause to be done any act or thing , which will render invalid or make liable to be rendered invalid any such consents .

The Developer shall be entitled to construct the building structure the sanctioned plan There of without any hindrance or obstruction from the Owners or any person claiming through or under trust for them .Construction will be as per structural drawing which is approved by Durgapur Municipal Corporation .



Force Majure shall mean and include flood , earthquake , riot , war storm tempest , civil commotion , strike non-availability of labours and / or building materials and/ or any other or further commission beyond the reasonable control of the Developer.

ARBITRATION : All the dispute and differences between the parties and or their successors in interest in any way relating to and/ or connected with the premises and/ or the said residential flat and/ or this agreement shall be referred to the sole Arbitration of a person to be nominated by the parties . Such arbitration shall other wise be in accordance with the Arbitration Act , 1996 . The court under which jurisdiction 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.

#### SCHEDULE – “ A ” ( DESCRIPTION OF LAND )

Within the District of Burdwan , at Holding/premises no.- 91/N , R.S Kh. No. – 11 , R.S Plot No. – 45/2835 , J.L. No. – 98 , L.R. Plot No.- 55 , L.R. Kh. No.- 10343 , Mouza – Bhiringhee measuring area about 15.75 Cuttahs or 25.98 dec. as BASTU at Natun Pally , G- Block Extn. , P.O.- Durgapur - 13 That the Land is used as “ Bastu ” . The above said land is butted and bounded by :-

ON THE North – 16 ft. Wide Road

ON THE South - House of Sanjoy Babu & Senkar

ON THE East - House of Biraj Babu & Gayatri Mitra

ON THE West – House of Ganes Sharma & Sanjoy

WHEREAS the First Party & Second Party entered into a Development Agreement on 23<sup>rd</sup>. day of May , 2018 which is Registered before A.D.S.R at Durgapur on 24<sup>th</sup>. day of May , 2018 vide Deed No.- 020602797/2018, Volume No.- 0206-2018 , Page No.- 51473 to 51495 for development and construction of multistoried building consisting of Flat / Apartment along with car parking etc.

AND WHEREAS the present land owner seized and possessed all the piece and parcel of 25.98 dec. or 15.75 Cuttahs of BASTU land under Mouza – Bhiringhee which is particularly mentioned and described in the earlier Development Agreement vide Deed No.- 020602797/2018, Volume No.- 0206-2018 , Page No.- 51473 to 51495 executed on 24<sup>th</sup>. day of May , 2018 Development Agreement on 23<sup>rd</sup>. day of May , 2018 which is Registered before and after careful scrutiny it has been noticed that there are few typographical mistake which are ought to be written in the original agreement as follows :-

i. In the 3<sup>rd</sup>. Para in 3<sup>rd</sup>. Line of Page No.- 2 written as R.S. Plot No.-11, R.S. Kh. No.- 45/2835 , J.L. No.- 98 in place of R.S. Plot No.- 45/2835 , R.S. Kh. No.- 11 , J.L. No.- 119.

- ii. In the 16<sup>th</sup>. Para in 2<sup>nd</sup>. Line of Page No.- 4 written as R.S. Plot No.-11, R.S. Kh. No.- 45/2835 , J.L. No.- 98 in place of R.S. Plot No.- 45/2835 , R.S. Kh. No.- 11 , J.L. No.- 119 .
- iii. In the Schedule –A in 1<sup>st</sup> Line written as R.S. Plot No.-11, R.S. Kh. No.- 45/2835 , J.L. No.- 98 in place of R.S. Plot No.- 45/2835 , R.S. Kh. No.- 11 , J.L. No.- 119.

AND WHEREAS to avoid future complication and legal encumbrances the land owners and the Developer agreed to execute this Deed .

By virtue of this Deed 3<sup>rd</sup>. Para in 3<sup>rd</sup>. Line of Page No.- 2 of Original Development Agreement shall be recorded , write and read as written as R.S. Plot No.- 45/2835, R.S. Kh. No.- 11 , J.L. No.- 119 .

By virtue of this Deed 16<sup>th</sup>. Para in 2<sup>nd</sup>. Line of Page No.- 4 of Original Development Agreement shall be recorded , write and read as written as R.S. Plot No.- 45/2835, R.S. Kh. No.- 11 , J.L. No.- 119 .

AND By virtue of this Deed Schedule –A in 1<sup>st</sup> Line of Page No.-11 of Original Development Agreement shall be recorded , write and read as written as R.S. Plot No.- 45/2835, R.S. Kh. No.- 11 , J.L. No.- 119 .

And whereas all other terms and conditions of the earlier Development Agreement shall remain unchanged .

#### SCHEDULE – “ A ” ( DESCRIPTION OF LAND )

Within the District of Burdwan , at Holding/premises no.- 91/N , R.S Kh. No. - 45/2835 , R.S Plot No. – 11 , J.L. No. –119 , L.R. Plot No.- 55 , L.R. Kh. No.- 10343 , Mouza – Bhiringhee measuring area about 15.75 Cuttahs or 25.98 dec. as BASTU at Natun Pally , G- Block Extn. , P.O.- Durgapur - 13 That the Land is used as “ Bastu ” . The above said land is butted and bounded by :-

ON THE North – 16 ft. Wide Road

ON THE South - House of Sanjoy Babu & Senkar

ON THE East - House of Biraj Babu & Gayatri Mitra

ON THE West – House of Ganes Sharma & Sanjoy



SCHEDULE – “ B ” ( BRIEF SPECIFICATION )

FOUNDATION	R.C.C foundation
STRUCTURE	R.C.C super structure with Grade – I quality Materials
BUILDING WALL	Brick wall with A – 1 brickfield 6 ” thick in Outer wall , and 5 ” / 3 ” thick partition wall inside of Room .
EXTERNAL FINISH	Cement / wall putty based paint over plaster .
INTERNAL FINISH	Cement plastered finish with plaster of Paris / wall putty .
DOORS	Good quality with saal wood framed and Complete Flush door inside the Flat , fitting for all Doors with locks .
WINDOWS	Aluminum sliding windows finished with good Quality glass , Steel Windows only for Both kitchen & toilet with M.S Grill fittings .
FLOORING	Vitrified Tiles / Marble flooring with 4 ” skirting Glazed Tiles up to 6 ft. in Toilet and Marble Floor in both Kitchen and Toilets .
KITCHEN	Marble/ Tiles flooring , Granite/ Green Polish Top Stone , Table with 3 ” ft. Glazed tiles above Table , one sink with black stone with ISI Standard Tap and one aqua guard point .
SANITARY & PLUMBING	Toilet Indian type ISI Standard O.T. Pan/ ISI Standard E.W.C system commode , Reliance P.V.C flush , one wall setting ISI Standard Shower and two ISI Standard taps in the Bathroom . Flat concealed G.I Pipe line with Two taps and basin .
ELECTRICITY	Concealed copper wiring with Finolex / Haviels Wires , seimens MCB system with modular Switch , one fan point , two light points , five Amps. Plug point each in bed room and dining space , Same as extra one 15 Amp point if required .
LIFT	One exhaust point , one light point in both Kitchen and

It is hereby declared that the full name , colour passport size photograph and finger prints of each finger of both the hands of Owner/Developer are attested in separate page I(A) same part and parcel of this deed .

IN WITNESS WHEREOF the parties of this deed of **RECTIFIED & AMENDMEDED DEVELOPMENT AGREEMENT** have hereunto set and subscribed their respective hands and seals the day , month and year first above written .

WITNESSES :

1. *Ram Karm Sawant*  
*Syodh Shyama Das Sawant*  
*Palashdhar Omkar*

2. *Abdul Hamid*  
*Moti*

*Rajiv Khur*  
.....  
Signature of the Land Owner  
OMEGA CONSTRUCTION  
*Rajiv Khur*  
Partner

OMEGA CONSTRUCTION  
*Shahid Ahsan*  
.....  
Partner  
Signature of the Developer

Drafted and identified by me .

...*M. Monobnoor Khan*.....  
( Advocate )

*Durgam Cent*

Sl. No- WB-19/92



## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল / Thums	তর্জনী / 1st Finger	মধ্যমা / Middle	অনামিকা / Ring	কনিষ্ঠা / Small Finger
ডান হাত Right Hand					



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।  
Passport size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature *Rajin Khan*

## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল / Thums	তর্জনী / 1st Finger	মধ্যমা / Middle	অনামিকা / Ring	কনিষ্ঠা / Small Finger
ডান হাত Right Hand					



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।  
Passport size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature *Shahid Ahmed*

## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাম হাত Left Hand						ফটো
	বৃদ্ধাঙ্গুল / Thums	তর্জনী / 1st Finger	মধ্যমা / Middle	অনামিকা / Ring	কনিষ্ঠা / Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।  
Passport size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature .....

## হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাম হাত Left Hand						ফটো
	বৃদ্ধাঙ্গুল / Thums	তর্জনী / 1st Finger	মধ্যমা / Middle	অনামিকা / Ring	কনিষ্ঠা / Small Finger	
ডান হাত Right Hand						

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।  
Passport size photograph & Finger print of both hands attested by me

স্বাক্ষর  
Signature .....

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 192019200020348038 Payment Mode : BHIM UPI-SELF  
GRN 03/06/2019 11:55:37 Payment Gateway SBI EPay-State Bank of  
BRN : 3864231044413 BRN Date: India  
SBI ePay txn No. : GTN SBI ePay txn Date. 03/06/2019 11:58:46  
03/06/2019 11:56:26

DEPOSITOR'S DETAILS

Name : Raju Khan Id No. : 02061000117641/7/201  
Contact No. null  
E-mail : Mobile No. +91 9851193786  
Address : 826 Mahiskapur Road Durgapur 713205  
User Type : Buyer/Claimants

Query Year

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	02061000117641/7/2019	Property Registration- Registration Fees	0030-03-104-001-16	14
2	02061000117641/7/2019	Property Registration- Stamp duty	0030-02-103-003-02	70010
			Total Amount	70024

In Words : Rupees Seventy Thousand Twenty Four Only.





ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

LJK0700955



নির্বাচকের নাম : রামরেনু সামন্ত

Elector's Name : Ramrenu Samanta

পিতার নাম : শ্যামাদাস সামন্ত

Father's Name : Shyamadas Samanta

লিঙ্গ / Sex : পুং / M

জন্ম তারিখ / Date of Birth : 20/04/1964



*Ramrenu Samanta*

LJK0700955

ঠিকানা:

পালশিডিয়া 32 দুর্গাপুর বর্ডমান 713208

Address:

Palashidha 32 Durgapur Burdwan  
713208

Date: 03/05/2017

২৬৫-দুর্গাপুর-৯ বিধানসভা কেন্দ্রের নির্বাচন নিয়ন্ত্রণ  
আধিকারিকের স্বাক্ষরে, অনুমোদিত

Facsimile Signature of the Electoral  
Registration Officer for

265-Durgapur-9 Constituency

*Ramrenu Samanta*

নির্বাচন নিয়ন্ত্রণ রাম রেনু সামন্তের পক্ষে  
এই কার্ডটি পরিবর্তন করা যাবে না।  
যদি পরিবর্তন করা হয় তবে এটি বাতিল হবে।  
যদি পরিবর্তন করা হয় তবে এটি বাতিল হবে।  
In case of change of address mention this card no  
in the relevant forms, including your name in the  
form at the changed address and to obtain the card  
with same number.

आयकर विभाग  
INCOME TAX DEPARTMENT  
OMEGA CONSTRUCTION

भारत सरकार  
GOVT. OF INDIA

31/03/2012

AADFO0363R

05062012

OMEGA CONSTRUCTION

Ravi Kh  
Partner

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटायें  
आयकर पैन सेवा इकाई, एन एस डी एल  
तीसरी मंजिल, सफायर चेंबर्स,  
बानेर टेलिफोन एक्सचेंज के नजदीक,  
बानेर, पुना - 411045

If this card is lost / someone's lost card is found,  
please inform / return to :  
Income Tax PAN Services Unit, NSDL  
3rd Floor, Sapphire Chambers,  
Near Baner Telephone Exchange,  
Baner, Pune - 411045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: tininfo@nsdl.co.in



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SHAKIL AHMED  
MOHAMMAD HASAN KHAN  
12/10/1960

Permanent Account Number

AMSPA0933E

*Shakil Ahmed*  
Signature



*Shakil Ahmed*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

RAJU KHAN  
JAMADAR KHAN  
03/05/1965

Permanent Account Number

ANZPK5228Q

Signature



*Raju Khan*

*In case this card is lost / found, kindly inform / return to :*  
Income Tax PAN Services Unit, UTITSL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लीटाएं :  
आयकर पैन सेवा यूनिट, UTITSL  
प्लॉट नं: ३, सेक्टर ११, सी.डी.डी. बेलपुर,  
नवी मुंबई-४०० ६१४.



### Major Information of the Deed




Deed No :	I-0206-03307/2019	Date of Registration	04/06/2019
Query No / Year	0206-1000117641/2019	Office where deed is registered	
Query Date	17/05/2019 5:05:46 PM	A.D.S.R. DURGAPUR, District: Burdwan	
Applicant Name, Address & Other Details	Monobrata Roy Durgapur Court, City Centre, Thana : Durgapur, District : Burdwan, WEST BENGAL, PIN - 713216, Mobile No. : 9232786336, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 3,77,99,988/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Nutan Pally Road, Mouza: Viringi JI No: 119, Pin Code : 713213

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-55 (RS :- )	LR-10343	Other Commercial Usage	Vastu	15.75 Katha	1/-	3,77,99,988/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					25.9875Dec	1 /-	377,99,988 /-	

#### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Raju Khan (Presentant )</b> Son of Jamader Khan Executed by: Self, Date of Execution: 30/05/2019 , Admitted by: Self, Date of Admission: 04/06/2019 ,Place : Office			
		04/06/2019	LTI 04/06/2019	04/06/2019
8/26, Mahiskapur Road, B Zone, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713205 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ANZPK5228Q, Status :Individual, Executed by: Self, Date of Execution: 30/05/2019 , Admitted by: Self, Date of Admission: 04/06/2019 ,Place : Office				



















Major Information of the Deed :- I-0206-03307/2019-04/06/2019



**Developer Details :**

Sl. No	Name,Address,Photo,Finger print and Signature
1	<b>Omega Construction</b> 8/26, Mahiskapur Road, B Zone, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713205 , PAN No.:: AADFO0363R, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature											
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Raju Khan</b>                              Son of Jamader Khan                              Date of Execution - 30/05/2019, , Admitted by: Self, Date of Admission: 04/06/2019, Place of Admission of Execution: Office                         </td> <td>   <small>Jun 4 2019 1:57PM</small> </td> <td>   <small>LTI 04/06/2019</small> </td> <td>   <small>04/06/2019</small> </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Raju Khan</b> Son of Jamader Khan Date of Execution - 30/05/2019, , Admitted by: Self, Date of Admission: 04/06/2019, Place of Admission of Execution: Office	 <small>Jun 4 2019 1:57PM</small>	 <small>LTI 04/06/2019</small>	 <small>04/06/2019</small>	8/26, Mahiskapur Road, B Zone, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713205, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANZPK5228Q Status : Representative, Representative of : Omega Construction (as partner)		
Name	Photo	Finger Print	Signature									
<b>Raju Khan</b> Son of Jamader Khan Date of Execution - 30/05/2019, , Admitted by: Self, Date of Admission: 04/06/2019, Place of Admission of Execution: Office	 <small>Jun 4 2019 1:57PM</small>	 <small>LTI 04/06/2019</small>	 <small>04/06/2019</small>									
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Sakil Ahmed</b>                              Son of Late Hasan Khan                              Date of Execution - 30/05/2019, , Admitted by: Self, Date of Admission: 04/06/2019, Place of Admission of Execution: Office                         </td> <td>   <small>Jun 4 2019 1:58PM</small> </td> <td>   <small>LTI 04/06/2019</small> </td> <td>   <small>04/06/2019</small> </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Sakil Ahmed</b> Son of Late Hasan Khan Date of Execution - 30/05/2019, , Admitted by: Self, Date of Admission: 04/06/2019, Place of Admission of Execution: Office	 <small>Jun 4 2019 1:58PM</small>	 <small>LTI 04/06/2019</small>	 <small>04/06/2019</small>	Natun Pally, G Block, Benachity, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AMSPA0933E Status : Representative, Representative of : Omega Construction (as partner)		
Name	Photo	Finger Print	Signature									
<b>Sakil Ahmed</b> Son of Late Hasan Khan Date of Execution - 30/05/2019, , Admitted by: Self, Date of Admission: 04/06/2019, Place of Admission of Execution: Office	 <small>Jun 4 2019 1:58PM</small>	 <small>LTI 04/06/2019</small>	 <small>04/06/2019</small>									

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Ram Renu Samanta</b> Son of Late Shyamadas Samanta Palashdiha, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713208	 <small>04/06/2019</small>	 <small>04/06/2019</small>	 <small>04/06/2019</small>

Identifier Of Raju Khan, Raju Khan, Sakil Ahmed

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Raju Khan	Omega Construction-25.9875 Dec

Major Information of the Deed :- I-0206-03307/2019-04/06/2019



## Land Details as per Land Record

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Nutan Pally Road, Mouza: Viringi JI No: 119, Pin Code : 713213

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 55, LR Khatian No:- 10343	Owner:রাজু খান, Gurdian:জমাদার , Address:নিজ , Classification:বাস্তু, Area:0.26000000 Acre,	Raju Khan

Endorsement For Deed Number : I - 020603307 / 2019

On 17-05-2019

### 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 3,77,99,988/-



Partha Bairagya  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. DURGAPUR  
Burdwan, West Bengal

On 04-06-2019

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

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

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

Presented for registration at 12:54 hrs on 04-06-2019, at the Office of the A.D.S.R. DURGAPUR by Raju Khan .Executant.

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

Execution is admitted on 04/06/2019 by Raju Khan, Son of Jamader Khan, 8/26, Mahiskapur Road, B Zone, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713205, by caste Hindu, by Profession Others  
Indetified by Mr Ram Renu Samanta, , , Son of Late Shyamadas Samanta, Palashdiha, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713208, by caste Hindu, by profession Business

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

Execution is admitted on 04-06-2019 by Raju Khan, partner, Omega Construction, 8/26, Mahiskapur Road, B Zone, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713205

Indetified by Mr Ram Renu Samanta, , , Son of Late Shyamadas Samanta, Palashdiha, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713208, by caste Hindu, by profession Business

Execution is admitted on 04-06-2019 by Sakil Ahmed, partner, Omega Construction, 8/26, Mahiskapur Road, B Zone, P.O:- Durgapur, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713205

Indetified by Mr Ram Renu Samanta, , , Son of Late Shyamadas Samanta, Palashdiha, P.O: Durgapur, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713208, by caste Hindu, by profession Business

Major Information of the Deed :- I-0206-03307/2019-04/06/2019

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 14/- ( E = Rs 14/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/06/2019 11:58AM with Govt. Ref. No: 192019200020348038 on 03-06-2019, Amount Rs: 14/-, Bank: SBI EPay ( SBlePay), Ref. No. 3864231044413 on 03-06-2019, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,010/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4977, Amount: Rs.5,000/-, Date of Purchase: 29/05/2019, Vendor name: KHUDIRAM MONDAL

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/06/2019 11:58AM with Govt. Ref. No: 192019200020348038 on 03-06-2019, Amount Rs: 70,010/-, Bank: SBI EPay ( SBlePay), Ref. No. 3864231044413 on 03-06-2019, Head of Account 0030-02-103-003-02



**Partha Bairaggya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. DURGA PUR**  
**Burdwan, West Bengal**

Major Information of the Deed :- I-0206-03307/2019-04/06/2019



