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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

A.D.R. Durgapan
Burdwan

13 FEB 2020

****DEVELOPMENT AGREEMENT****

Dist. -Burdwan (Paschim Barddhaman), P.S. -Kanksa,

Mouza- Arrah(আড়া), J.L. No.91,

R.S. Plot No.1939, L.R. Plot No.2725,

Area of land - 8 Katha more or less 13.2 Decimal,

Under The Area of Molandighi Gram Panchayat

by
R.S. WARD
Bdy

SING 5282 Date 12/02/2020
Serial Genesis Residency
Address Durgapur-16
Value of Stamp 15000
Date of Purchase of the stamp
Paid from Treasury 07 FEB 2020
Name of the Treasury from
Durgapur

S. Chatterjee
Somenath Chatterjee
Stamp Vender,
A.O.S.R. Office, Durgapur-16
Licence No.-1120/6-17



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Adul. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

13 FEB 2020

This Development Agreement is made on this the 13th day of February, 2020.

B E T W E E N

1) SRI PRABUDDHA KUNDU [PAN No.AMUPK1242N] s/o Sri Pankaj Kumar Kundu, by faith -Hindu, by occupation-Business,

2) SMT. SANGEETA KUNDU [PAN No.AWQPK2053F] w/o Sri Prabuddha Kundu, by faith -Hindu, by occupation-Housewife,

Both are resident of-180, Shovapur Road, B-Zone, P.O.-B-Zone, P.S.-Durgapur, Dist.-Paschim Barddhaman, W. B., Pin-713205.

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

A N D

M/S GENESIS RESIDENCY, [PAN No.AAPFG7654R], a partnership firm, having its' office at - Holding No.RC/96, Street No.29, Urbashi Phase-II, ADDA, Bengal Ambuja, P.O.-City Centre, P.S.-Durgapur, Dist.-Paschim Barddhaman, Pin-713216, (Represented by it's partners namely; i) **SRI SOUMYA KANTI ROY** [PAN No.AORPR8153C], s/o Lt. Santosh Kumar Roy, by faith-Hindu, by occupation-Business, Indian Citizen, residing at - 4/19, J.N. Das Path, Kabiguru, P.O.-City Centre, P.S.-Durgapur, Dist.- Paschim Barddhaman, Pin-713216, & ii) **SRI TANMOY DUTTA** [PAN No. ALYPD9123C], s/o Sri Amal Kanti Dutta, by faith-Hindu, by occupation-Business, Indian Citizen, resident of B1-

96/4, MAMC, Durgapur, P.O.-MAMC, P.S.-NTSPS, Dist.- Paschim Barddhaman, Pin-713210).

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

WHEREAS the Landowners are seize, owned and possess of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring an area of land 8(Eight) Katha more or less 13.2(Thirteen point Two)Katha, in the Dist.-Paschim Barddhaman, under P.S.-Kanksa, within Mouza-Arrah, J.L. No.91, R.S. Khatian No.625(Six Hundred Twenty Five), L.R. Khatian No.2876(Twenty Eight Hundred Seventy Six) & 2875(Twenty Eight Hundred Seventy Five), R.S. Plot No.1939(Nineteen Hundred Thirty Nine), L.R. Plot No.2725(Twenty Seven Hundred Twenty Five), by virtue of Regd. Sale Deed vide No. I-07233/2009 of A.D.S.R. Durgapur, which is hereinafter more fully mentioned in the "First Schedule", and hereinafter called as "said property".

AND WHEREAS the "First Schedule" mentioned land, previously belonged to Smt. Manasi Das w/o Sri Bhudev Chandra Das, and said Smt. Manasi Das during her ownership & possession at the "First Schedule" mentioned land along with it's adjacent area of land, had transferred the property towards Smt. Monika Nandi w/o Bibhuti Bhusan Nandi, by executing a Regd. Sale Deed vide No.I-4641/1977 of J.S.R. Raniganj at Durgapur, and said Smt. Monika Nandi, after purchased the "First Schedule mentioned land" along with it's adjacent

area of land, during her ownership & possession thereon, had also transferred the property towards i) Sri Shiu Kumar Das s/o Late Dhanik Das, ii) Smt. Urmila Das w/o Sri Shiu Kumar Das, iii) Sri Dipak Kumar Das & iv) Sri Ajoy Kumar Das, both are sons of Sri Shiu Kumar Das, by executing a Regd. Sale Deed vide No.1-3981/2006 of A.D.S.R. Durgapur, and to that effect, said i) Sri Shiu Kumar Das s/o Late Dhanik Das, ii) Smt. Urmila Das w/o Sri Shiu Kumar Das, iii) Sri Dipak Kumar Das & iv) Sri Ajoy Kumar Das, both are sons of Sri Shiu Kumar Das, became the owners & possessors of the "First Schedule mentioned land" along with it's adjacent area of land, and their names have duly been recorded in the L.R.R.O.R. in Khatian No.2457, 2456, 2455 & 2454 of Mouza-Arrah, and during their ownership & possession, they have transferred the "First Schedule mentioned land" towards the Landowners herein, by executing a Regd. Sale Deed vide No.1-7233 of 2009 before the A.D.S.R. Durgapur, and to that effect, the Landowners herein became the rightful owners & possessors in respect of the "First Schedule" mentioned property, and their names have duly been recorded in the L.R.R.O.R. vide Khatian No.2876 & 2875, of Mouza-Arrah.

AND WHEREAS the Landowners desire to develop the "Said Property", by construction of multi-storied building/s up to maximum limit of floor, consisting of as many as flats, units, garages etc., with the permissions of the Molandighi Gram Panchayat, and/or Asansol Durgapur Development Authority and/or any other concern Authority/Authorities, and due to paucity of funds and lack of sufficient time & experience, they are not able to take necessary steps in everywhere for the said development construction works, as such the Landowners have approached the developer herein, to do the said development construction work at the developers' cost & expenses, with the

permissions & approvals of the Molandighi Gram Panchayat, and/or Asansol Durgapur Development Authority and/or any other concerned Authority/ Authorities, and Developer herein after prolonged discussion with the Landowners, has agreed to do the development construction work over the schedule mentioned property, and to avoid any future disputes & litigation, both the parties AGREED to prepare and execute this written agreement on the terms & conditions having been settled by & between the parties after mutual discussion.

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

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

2) GENERAL MEANING OF THE TERMS:-

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

ii) PREMISES as well as SAID PROPERTY: shall mean ALL THAT piece and parcel of land measuring an area of land 8(Eight) Katha more or less 13.2(Thirteen point Two)Katha, in the Dist.-Paschim Barddhaman, under P.S.-Kanksa, within Mouza-Arrah, J.L. No.91, R.S. Khatian No.625(Six Hundred Twenty Five), L.R. Khatian

No.2876(Twenty Eight Hundred Seventy Six) & 2875(Twenty Eight Hundred Seventy Five), R.S. Plot No.1939(Nineteen Hundred Thirty Nine), L.R. Plot No.2725(Twenty Seven Hundred Twenty Five), more-fully and particularly mentioned, described, explained, enumerated and provided in the 'First Schedule' hereunder written and/or given, and the premises hereinafter referred to as the "SAID PREMISES as well as SAID PROPERTY".

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

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

v) THE UNIT/FLAT: shall mean any Unit/Flat/apartment or any other covered space in the said Building/s, which is capable of being exclusively owned, used and/or enjoyed, and the Unit/Flat in the said Building/s lying/erected at and upon the said premises, and the right of common use of the common portion to the concerned Unit/Flat, and wherever the context so intends or permits, shall include the

undivided proportionate share and/or portion attributable to such Unit/Flat.

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

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

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

ix) LANDOWNERSS:- shall mean **SRI PRABUDDHA KUNDU** s/o Sri Pankaj Kumar Kundu & **SMT. SANGEETA KUNDU** w/o Sri Prabuddha Kundu, and their legal heirs, successors, executors, legal representatives and assigns.

x) DEVELOPER: shall mean **M/S GENESIS RESIDENCY**, a partnership firm, (Represented by it's partners namely; i) **SRI SOUMYA KANTI ROY**, s/o Lt. Santosh Kumar Roy, & ii) **SRI TANMOY DUTTA**, s/o Sri Amal Kanti Dutta, & its' successors-in-office, legal representatives, legal heirs, administrators, executors, and assigns).

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

3) LANDOWNERS' & DEVELOPER'S ALLOCATION

That it has been agreed between the parties that the tune of share or division of the units/Flats/apartment to be construct by the Developer herein on the 'First Schedule' below property, will be in this way:-

- i) That the Landowners will get **1(One) self-contained Flat/Apartment** measuring area about **300(Eight Hundred) Square Feet [Super Built-Up Area]**, on the **Sixth Floor** of the said

proposed Multistoried Building/Project, in accordance with the sanctioned building plan, which will be duly approved & permitted by the Molandighi Gram Panchayat and/or by the concerned authority, in respect of the "First Schedule" hereunder.

ii) That the Landowners, in addition to the above mentioned Flat/Apartment, will also get the amount of **Rs.23,50,000/- (Twenty Three Lakh Fifty Thousand) only**, from the Developer herein, part by part, as mentioned & described in the "Second Schedule" hereunder. And if the Developer delay to pay or became defaulter to pay the amount, in accordance with time period, as mentioned in the "Second Schedule" herein, then the Developer shall liable to pay 6% interest per annum over the due amount.

iii) That the Developer herein will get the remaining units / flats/parking spaces/constructed area, on the actual coverage / usage of the land, as per sanctioned building plan duly approved & permitted by the Molandighi Gram Panchayat, and/or by the concerned authority, subject to allotment & payment of money as mentioned above.

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

- by*
Signature
Date
- i) That the Landowners are now absolutely seize and possess of or otherwise well and sufficiently entitled to the 'said premises' as the absolute owner, free from all encumbrance having marketable title thereof, and without receiving any notice for acquisition and requisition from any authority, having been beyond the ceiling limit under the Urban Land (Ceiling and Regulation Act, 1976), and being not attached with any suit, decree or order of any court of law or due

Income Tax or Revenue or any public demand whatsoever, in spite of that, if there is an dispute in respect of the title of said property, then the Landowners shall be fully responsible and shall be solve the same at their own costs and expenses as early as possible from the date of raising out of the said dispute.

ii) That the Landowners in pursuance of this agreement, will hand-over the peaceful physical vacant possession of the 'said premises' as mentioned in the "First Schedule" hereunder, to the Developer herein, for the proposed development project/construction of multistoried building/s, simultaneously within 7(seven) days from the execution of this agreement, or within 7(seven) days from the demand of the Developer for vacant possession of the same, and the same shall remain under the possession of the Developer, till the completion of the said proposed development project/construction of building/s, and till handover of the possession of all flats/units/apartments thereof, with registered deed of conveyance(s)/sale by each of unique intended owner/s thereof.

iii) That the Landowners shall pay all taxes, fees, outgoings and etc. including arrears of the Government/Molandighi Gram Panchayat and/or any other authority/authorities before the concerned authority/authorities in respect of said premises, till the date of signing of these presents.

iv) That if any dispute arises regarding the title and ownership & possession in respect of the said premises of the Landowners herein, from any person/s or any other, then the Landowners at their own costs and expenses shall clear the "said property" having establishing of right and marketable title in their names, free from all

encumbrance, though the Landowners admits that no suits and /or proceedings and /or litigations are filed/pending before any court of law in connection with the said property or any part thereof, and if any dispute arise in future in respect of the said property & against the development works thereon, & for which if the Developer became unable to continue the said project thereon, then the Landowners shall always be present to assist the developer to solve the dispute/problem in respect of the "First Schedule" hereunder, and the time, which will be/may be lapsed to settle the dispute/problem, that time, shall be added/extended to the total time period for the completion of construction work, in accordance with this agreement.

- v) That the Landowners shall not claim any manner save & except that written in the "Second Schedule" herein below in respect of their allocation in respect of the "said Building/s"
- vi) That the Landowners during the continuance of the development work, of the project shall not cause any impediment, hindrance or obstruction in whatsoever nature and/or manner in the construction of the proposed building and/or project caused by the developer.
- vii) That the Landowners shall not sell, lease, mortgage, let-out and /or charge the said premises and/or any part thereof, towards any third party on and from the date of execution of this Agreement, till the date of completion of the project including subsisting of this Agreement, and, also the Landowners shall not, do any acts, deeds or things, where by the Developer may be prevented from selling, assigning and /or disposing of any portion fallen under the Developer's allocation in the said proposed building. It is further declared by the Landowners that he did not sign and/or execute any

agreement in any manner with any third party in respect of the "First Schedule" property, and subsequently, if any sort of agreement/s is/are found then the same will be treated as cancelled.

viii) That the Landowners shall have no right or power to terminate these presents, till the completion of the aforesaid development project, including to sell/transfer the Developer's allocated portion, written in the "Second Schedule" herein, towards the intending purchaser/s, subject to the terms & conditions & time limit of these presents.

ix) That the Landowners shall handover to the Developer the original title Deeds, Parcha/land records of rights / Tax Receipts & other relevant documents/papers, what he possess in respect of the First Schedule hereunder, simultaneously with the signing of these presents.

x) That after execution of this agreement, the Landowners shall always be present to put their signatures in any document, form, application, etc., in favour of the Developer herein, which are necessary for the development construction work at the "First Schedule" hereunder, and/or to take or borrow money from any Bank or Financial Institutions for the said development construction work.

xi) That after execution of this agreement the Landowners shall grant a General Power of Attorney in favour of the Developer within seven (7) days.

xii) That after execution of this agreement, the Landowners shall always be present to assist, sign any document in favour of the Developer, if the Developer requires to take any Project loan/Construction loan/ any other loan for the said development

work at the "First Schedule" hereunder, from any financial institution, and the Landowners shall not be liable in any course of incident for the same.

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

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

ii) That the Developer by these presents, shall have every right and power to collect and receive earnest money and/or advance or part payment of full consideration from any prospective buyer/s or purchaser for booking and sell/transfer of such flat/s, and parking space/s, and also to receive and collect or demand the consideration

amount for the same, and for that act/s or purpose/s to make sign and execute and/or give proper and lawful discharge for the same, in respect of allocation of the Developer.

- iii) That the Developer by these presents, shall have every right and power to sell, transfer, assign and dispose of any unit/s or flat/s, and parking space at the said proposed multistoried building/s or project at the said premises, in respect of Developer's allocated portion, on ownership basis towards any intending purchaser/s or buyer/s, and/or in any other manner as may be deem fit and proper, and accept final consideration money in regards to the unit/flat/apartment/portion with common facilities at the said proposed project at the "First Schedule" herein, as deem fit & proper, after receive Regd. Development Power of Attorney from the Landowners herein.
- iv) That the Developer by these presents, shall have every right and power, to execute from time to time, agreements or agreement for sale, of such flat/s or apartment/s or garage/s, and to transfer the same, on ownership basis by conveyance in respect of the multistoried building/s, which will be constructed on the said property, and also to execute and sign conveyance, transfer and surrender in respect of the said property, or any part thereof, and present document/s for registration, and to admit the execution of any such document/s before the appropriate registering authority, in respect of the allocation of the Developer, after receive Regd. Development Power of Attorney from the Landowners herein.
- v) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, which will be

needed by the Developer for the proposed development project, shall be prepared by the developer at its' own costs and expenses in the name of the Landowners &/or his name, without reimbursement the same by the Landowners, and the Landowners shall sign on the plan application, papers, documents etc., when the developer asked for the same without demanding any remuneration &/or money for the same.

- vi) That by virtue of these presents, the Developer is hereby empowered to raise the construction of the proposed new multistoried building/s of maximum limit of floors consisting of as many as flats, garages etc. on the above mentioned property as well as on the property more-fully mentioned in the "First Schedule" hereunder by investing his own finance, and, the Developer may take Construction Loan/Project Loan or take loan/borrowed money from any financial institutions or any Nationalized, Private or Public Sector Banks for the proposed construction of the project at the "First Schedule" hereunder, and the Landowners shall not be liable in any course of incident for the same.
- vii) That the Developer shall be authorized in the name of the Landowners, if necessary to apply for temporary and/or permanent; connection for electricity, sewerage, drainage, water and/or other facilities, if needed, for the construction of the building as well as completion of the projects, at the costs of the Developer.
- viii) That the Developer shall complete the construction of the "Said Building/s" and/or 'Project' at its costs and expenses in pursuance of the sanctioned Building Plan & Permissions within **36(Thirty Six) months** with further additional period of **6(Six) months**, if needed, and the time shall be computed on and from the date of

"Commencement of Construction Work", subject to the circumstances of Force Majeure.

- ix) That the stipulated time for construction as stated above shall be extended, if the Developer is prevented to continue the Development Works of the project by any unforeseen reasons beyond the control of the Developer and/or force majeure, and in that case, the time so to be elapsed should be extended further beyond the aforesaid contractual period without raising any objection from the part of the Landowners, however the fact of such extension shall be intimated to them by the Developer in advance.
- x) That after the execution of these presents, all the taxes, rates, fees, outgoings etc. in respect of the "said premises" shall be borne the Developer till the date of hand-over the allocation to the respective unit/flat owner/s.
- xi) That the Developer shall continue the development construction works of the "said Building" at the "said Premises" under the name & style, as the Developer shall choice/ fix and that will be final.
- xii) That the Developer shall have exclusive right to amalgamate the "Said Property" to any other adjacent plot of land/lands situated around the said property without taking any prior permission from the Landowners in the manner whatsoever the developer may deem fit and proper. The Landowners shall sign and execute all necessary Agreement/s, documents, deed of amalgamation and other paper/s in whatsoever manner and/or nature to the Developer, without raising any objection and demanding any amount in respect thereof, but the Landowners allocation will remain same, as written in these presents.

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

6) Mutual consent of the Parties :-

- i) That all the terms & conditions of this agreement shall be bound to obey by all the parties of these presents.
- ii) The Landowners and the Developer have entered into these presents purely as a contract, and nothing contained herein shall be deemed to constitute as a partnership between the Landowners and the

Developer in any manner, nor shall the parties here to be constituted as Association of persons.

- iii) That any terms & conditions & clauses of these presents, if required to amend/alter in future, then both the parties by mutual understanding can amend/alter the same by preparing a Registered Instrument/Document in continuation of these presents.
- iv) That if any dispute & difference arise out of these presents, shall be referred to an Advocate as to be decided by the Developer herein for arbitration, who shall act, as Arbitrator having power of summary procedure & may keep any record of Arbitration proceedings and shall be governed by the provisions of Indian Arbitration & Conciliation Act 1996, with all modification for the time being in force & whose decision shall be final & binding upon all the parties herein.
- v) The court under which jurisdiction of the land is situated shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

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

ALL THAT piece & parcel of land in the Dist.-Burdwan(now Paschim Barddhaman), P.S.-Kanksa, within the area of Molandighi Gram Panchayat, at **Mouza - Arrah (আড়া)**, J.L. No.91, **R.S. Khatian No.625**(Six Hundred Twenty Five), **and L.R. Khatian No.2876**(Twenty Eight Hundred Seventy Six) **& 2875**(Twenty Eight Hundred Seventy Five).

R.S. Plot No.1939(Nineteen Hundred Thirty Nine), L.R. Plot No.2725(Twenty Seven Hundred Twenty Five), measuring about an Area of Land-8(Eight) Katha and/or 13.2(Thirteen point Two) Decimal, Land is recorded as Danga, & proposed to be used as Bastu for Residential Purpose, under Molandighi Gram Panchayat, B.L.&L.R.O. Kanksa, ADSR Durgapur, situated at Arrah Shivtala More, beside N.S.H.M. College, Durgapur-12, P.S.-Kanksa, W.B., Dist.-Paschim Barddhaman, W.B., Pin-713212.

Butted and Bounded as follows:-

North : House of Somnath & Tapan Chakraborty.

South : Abhilasa Apartment.

East : 16' feet wide Pucca Road.

West : 16' feet wide Pucca Road.

SECOND SCHEDULE as referred herein above

(Description of Allocation of the Landowners & Developer)

- a) That the Landowners will get **1(One) self-contained Flat/Apartment**, measuring area about **800(Eight Hundred) Square Feet [Super Built-Up Area]**, on the **Sixth Floor** of the said proposed Multistoried Building/Project, in accordance with the sanctioned building plan, which will be duly approved & permitted by the Molandighi Gram Panchayat and/or by the concerned authority, in respect of the "First Schedule" hereunder.

b) That the Landowners, in addition to the above mentioned Flat/Apartment, will also get the amount of **Rs.23,50,000/- (Twenty Three Lakh Fifty Thousand) only**, from the Developer herein, part by part, as mentioned below:-

- i) The Landowners, have entered into this agreement, after received 1st part payment of Rs.1,00,000/- (One Lakh) only, from the Developer herein, [through Cheque vide No.052130 of Durgapur Steel Peoples' Co-Operative Bank Ltd. dtd.13/02/2020].
- ii) The Developer shall be liable to pay the rest amount of Rs.22,50,000/- (Twenty Two Lakh Fifty Thousand) only, to the Landowners herein, part by part, in accordance with the following payment schedule.
 - (a) 2nd part payment of Rs.1,00,000/- (One Lakh) only, at the time of execution of Regd. Development Power of Attorney in favour of Developer herein.
 - (b) 3rd part payment of Rs.2,50,000/- (Two Lakh Fifty Thousand) only, at the time of "Commencement of Construction Work".
 - (c) 4th part payment of Rs.2,50,000/- (Two Lakh Fifty Thousand) only, after completion of "Foundation Work" of the proposed multistoried building.
 - (d) 5th part payment of Rs.2,50,000/- (Two Lakh Fifty Thousand) only, after completion of "1st Floor Roof Casting" of the proposed multistoried building.
 - (e) 6th part payment of Rs.2,50,000/- (Two Lakh Fifty Thousand) only, after completion of "2nd Floor Roof Casting" of the proposed multistoried building.

- (f) 7th part payment of Rs.2,50,000/- (Two Lakh Fifty Thousand) only, after completion of "3rd Floor Roof Casting" of the proposed multistoried building.
- (g) 8th part payment of Rs.2,50,000/- (Two Lakh Fifty Thousand) only, after completion of "4th Floor Roof Casting" of the proposed multistoried building.
- (h) 9th part payment of Rs.2,50,000/- (Two Lakh Fifty Thousand) only, after completion of "5th Floor Roof Casting" of the proposed multistoried building.
- (i) 10th part payment of Rs.2,50,000/- (Two Lakh Fifty Thousand) only, after completion of "6th Floor Roof Casting" of the proposed multistoried building.
- (j) 11th part payment of Rs.1,50,000/- (One Lakh Fifty Thousand) only, after completion of "Boundary Wall" surrounding/four corners of the project area/First Schedule mentioned property.
- iii) That the Developer will get all the units/flats/apartments/parking space/portions/constructed area, as per sanction building plan duly approved & permitted by the Molandighi Gram Panchayat, and/or by the concerned authority, after excluding the Landowners' allotted one flat/apartment.
- iv) That the Landowner hereinafter, shall have no right to claim or demand any further unit/flat or any further sum of money, except the mentioned above.

General Specification of "said building"

Foundation	:	R.C.C. Framed, anti-termite foundation
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Structure	:	R.C.C. Framed Structure
Roof	:	RCC Slab.
External Wall Finishing	:	Snowcem.
Interior Wall Finishing	:	All internal Wall - Wall Putty finishing.
Flooring	:	Vitrified Tiles in all rooms, and anti-skid vitrified Tiles in Toilet & Kitchen.
Doors	:	Main entrance Wooden frame with flush door, & in all rooms frame with flush door, & lock, & P.V.C. Door at Toilet & Kitchen.
Window	:	Anodized Aluminum sliding windows with glass.
SANITARY FITTINGS & TOILET	:	Concealed pipeline, glazed tiles up to 5' feet height, Plumbing CP fittings of ISI standard
Kitchen Platform & wall	:	Cooking platform with granite slab. One stainless steel sink, ceramic tiles up to 24" above cooking platform.
Electrical Installation	:	Concealed Wiring throughout the flats, Modular switches with adequate power point in each room.
Lift	:	Lift (Standard Quality).
Fire Protection	:	Fire Extinguishing Equipment at Common Space, Lightning arrestors at suitable place
COMMON FACILITIES	:	Septic Tank, water supply arrangement, pathways, boundary wall, roof, meter space and others as stated herein
GENERATOR	:	Standard Generator.

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

IN WITNESS WHEREOF both the parties of these presents do hereby put their respective signatures, in the free, fair state of mind, after gone through all the terms & conditions & expressions of these presents on this the 13th day of February, 2020 at Durgapur.

WITNESSES:-

1. Debiprasad Maitra
 wife - Rabintranath Maitra
 4/27, Santipash, C-Zone
 Durgapur - 5

Prabhat Kumar Kundu
 Sangeeta Kundu
 Sangeeta Kundu

SIGNATURE OF LANDOWNERS

2. Rahul Bauri
 Sh. Nepal Bauri
 Durgapur - 12

GENESIS RESIDENCY
 Saurabh Kanti Ray
 Partner

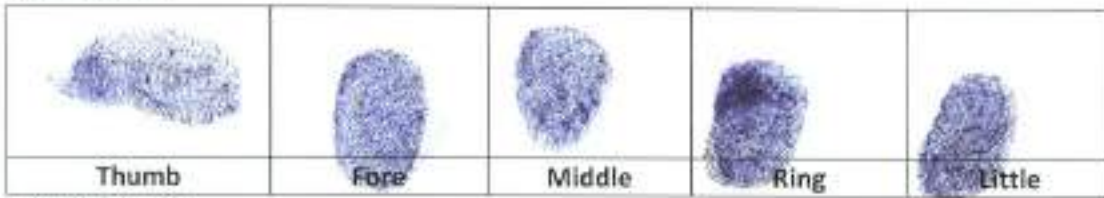
SIGNATURE OF DEVELOPER

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

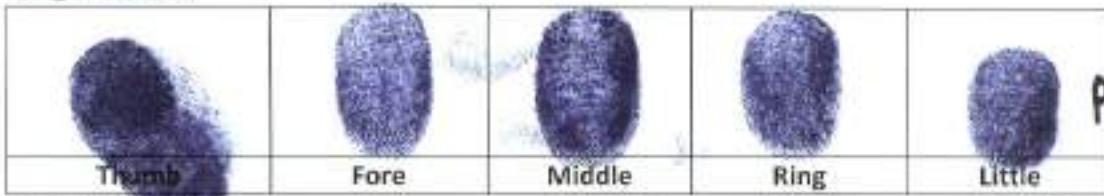
Debabrata Biswas
Debabrata Biswas, Advocate
 Durgapur Court, City Centre
 Enrolment No. **W.B./686/2010**

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

Left Hand



Right Hand



Signature:-

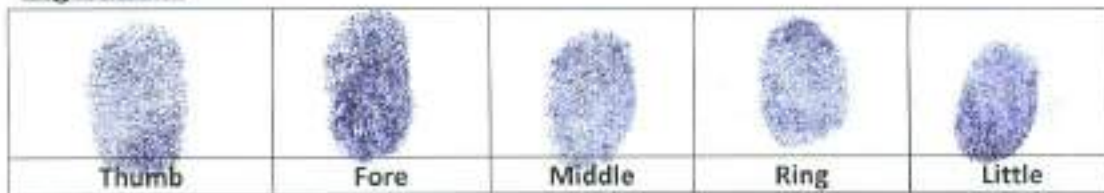
Prabhu Dha Kundu

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

Left Hand



Right Hand



Signature:-

Sangeeta Kundu

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

Left Hand



Right Hand








Signature:-






Pranoykutta

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

Left Hand

				
Thumb	Fore	Middle	Ring	Little

Right Hand

				
Thumb	Fore	Middle	Ring	Little



Signature:- Soumya Hanli Ram

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

Left Hand

Thumb	Fore	Middle	Ring	Little

Right Hand

Thumb	Fore	Middle	Ring	Little



Signature:-

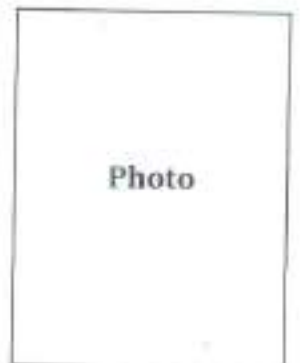
Signature, Colour passport size photograph, finger prints of both the hands of the Parties

Left Hand

Thumb	Fore	Middle	Ring	Little

Right Hand

Thumb	Fore	Middle	Ring	Little



Signature:-


 भारत के निर्वाचन आयोग
 Election Commission of India
 IDENTITY CARD
 WB:37/264/597071



निर्वाचक नाम : देबी प्रसाद मैत्रा
 Elector's Name : Debi Prasad Maitra
 पिता नाम : रवीन्द्र नाथ मैत्रा
 Father's Name : Rabindra Nath Maitra
 लिंग/Sex : पुरुष / M
 जन्म तिथि/Date of Birth : XX/XX/1977

Debi Prasad Maitra



WB:37/264/597071
 ठेका/Address:
 4/27, शान्तिपथ, B ZONE,
 DURGA PUR, BURDWAN, 713205
 Date: 05/03/2011
 * 276-पूरुबे पुरे निर्वाचन क्षेत्र के लिए निर्वाचन अधिकारी का हस्ताक्षर
 * Facsimile Signature of the Electoral Registration Officer for
 276-Durgapur Purba Constituency
 ध्यान दें: यदि आप अपने पते को बदलना चाहते हैं तो आपको इस कार्ड नंबर को शामिल करने के लिए संबंधित पते पर एक नया कार्ड बनवाने की आवश्यकता है।
 In case of change in address mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with latest number.
 2008

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PRABUDDHA KUNDU
PANKAJ KUMAR KUNDU
22/04/1976
Permanent Account Number
AMUPK1242N



Signature
[Signature]

Prabuddha Kundu.



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SANGEETA KUNDU
GOBINDA BANERJEE

11/08/1985

Permanent Account Number
AWQPK2053F

Signature



Sangeeta Kundu

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

TANMOY DUTTA
AMAL KANTI DUTTA

11/05/1984
Permanent Account Number
ALYPD9123C

Signature

Tanmoy Dutta

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SOURYA KANTI ROY
SANTOSH ROY

31/12/1975

Permanent Account Number

AORPR6153C

Signature



Sourya Kanti Roy

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

GRN: 192019200181444911

GRN Date: 13/02/2020 00:10:56

BRN: 1023391730

Payment Mode Online Payment

Bank: HDFC Bank

BRN Date: 13/02/2020 00:12:33

DEPOSITOR'S DETAILS

Id No. : 02060000235635/3/2020
(Query No./Query Year)

Name : GENESIS RESIDENCY

Contact No. :

Mobile No. : +91 9476230460

E-mail :

Address : BENGAL AMBUJA CITY CENTRE DURGAPUR 16

Applicant Name : Mr DEBABRATA BISWAS

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	02060000235635/3/2020	Property Registration- Stamp duty	0030-02-103-003-02	2011 ✓
2	02060000235635/3/2020	Property Registration- Registration Fees	0030-03-104-001-15	23514 ✓
			Total	25525
In Words :	Rupees Twenty Five Thousand Five Hundred Twenty Five only			

Major Information of the Deed



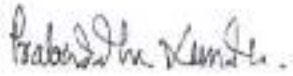
Deed No :	I-0206-00873/2020	Date of Registration	13/02/2020
Query No / Year	0206-0000235635/2020	Office where deed is registered	
Query Date	10/02/2020 5:09:37 AM	A.D.S.R. DURGAPUR, District: Burdwan	
Applicant Name, Address & Other Details	DEBABRATA BISWAS DURGAPUR COURT, CITY CENTRE, Thana : Durgapur, District : Burdwan, WEST BENGAL, PIN - 713216, Mobile No. : 9476230460, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 23,50,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 33,66,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,011/- (Article:48(g))	Rs. 23,514/- (Article:E, E, B)		
Remarks			




Land Details :

District: Burdwan, P.S:- Kanksa, Gram Panchayat: MOLANDIGHI, Mouza: Arrah, JI No: 91, Pin Code : 713212

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2725 (RS :-1939)	LR-2876, (RS:-6250)	Bastu	Danga	8 Katha	1/-	33,66,000/-	Width of Approach Road: 32 Ft., Adjacent to Metal Road,
Grand Total :					13.2Dec	1 /-	33,66,000 /-	

Land Lord Details :



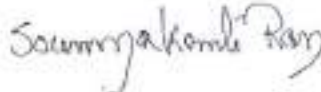


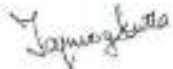
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr PRABUDDHA KUNDU (Presentant) Son of Mr PANKAJ KUMAR KUNDU Executed by: Self, Date of Execution: 13/02/2020 , Admitted by: Self, Date of Admission: 13/02/2020 ,Place : Office			
	13/02/2020		LTI 13/02/2020	13/02/2020
180, SHOVPUR ROAD, B-ZONE, P.O:- B ZONE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713205 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AMUPK1242N, Aadhaar No: 25xxxxxxxx5612, Status :Individual, Executed by: Self, Date of Execution: 13/02/2020 , Admitted by: Self, Date of Admission: 13/02/2020 ,Place : Office				

2	Name	Photo	Finger Print	Signature
	Mrs SANGEETA KUNDU Wife of Mr PRABUDDHA KUNDU Executed by: Self, Date of Execution: 13/02/2020 , Admitted by: Self, Date of Admission: 13/02/2020 ,Place : Office			
		13/02/2020	LTI 13/02/2020	13/02/2020
180, SHOVPUR ROAD, B -ZONE, P.O:- B ZONE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713205 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AWQPK2053F, Aadhaar No: 87xxxxxxxx3563, Status :Individual, Executed by: Self, Date of Execution: 13/02/2020 , Admitted by: Self, Date of Admission: 13/02/2020 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	GENESIS RESIDENCY HOLDING NO.RC/96, STREET NO.29, URBASHI PHASE-II,, P.O:- CITY CENTRE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216 , PAN No.:: AAPFG7654R, Aadhaar No: 32xxxxxxxx8505, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SOUMYA KANTI ROY Son of Late SANTOSH KUMAR ROY Date of Execution - 13/02/2020 , Admitted by: Self, Date of Admission: 13/02/2020, Place of Admission of Execution: Office			
		Feb 13 2020 2:10PM	LTI 13/02/2020	13/02/2020
4/19, J.N. DAS PATH, KABIGURU, P.O:- CITY CENTRE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AORPR8153C, Aadhaar No: 32xxxxxxxx8505 Status : Representative, Representative of : GENESIS RESIDENCY (as PARTNER)				
2	Name	Photo	Finger Print	Signature
	Mr TANMOY DUTTA Son of Mr AMAL KANTI DUTTA Date of Execution - 13/02/2020 , Admitted by: Self, Date of Admission: 13/02/2020, Place of Admission of Execution: Office			
		Feb 13 2020 2:15PM	LTI 13/02/2020	13/02/2020

B1-96/4, MAMC, DURGAPUR, P.O:- MAMC, P.S:- New Township, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713210, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALYPD9123C, Aadhaar No: 26xxxxxxx6898 Status : Representative, Representative of : GENESIS RESIDENCY (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr DEBI PRASAD MOITRA Son of Late RABINDRA NATH MOITRA 4/27, SHANTI PATH, C-ZONE, P.O:- C ZONE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713205			
	13/02/2020	13/02/2020	13/02/2020
Identifier Of Mr PRABUDDHA KUNDU, Mrs SANGEETA KUNDU, Mr SOUMYA KANTI ROY, Mr TANMOY DUTTA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr PRABUDDHA KUNDU	GENESIS RESIDENCY-6.6 Dec
2	Mrs SANGEETA KUNDU	GENESIS RESIDENCY-6.6 Dec

Land Details as per Land Record

District: Burdwan, P.S:- Kanksa, Gram Panchayat: MOLANDIGHI, Mouza: Arrah, JI No: 91, Pin Code : 713212

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2725, LR Khatian No:- 2876	Owner:প্রবুদ্ধ কুন্ডু, Gurdian:বঙ্ক কুমা, Address:লিডা, Classification:ডাসা, Area:0.06000000 Acre,	Mr PRABUDDHA KUNDU

On 11-02-2020

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 33,66,000/-



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

On 13-02-2020

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

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

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

Presented for registration at 13:42 hrs on 13-02-2020, at the Office of the A.D.S.R. DURGAPUR by Mr PRABUDDHA KUNDU , one of the Executants.

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

Execution is admitted on 13/02/2020 by 1. Mr PRABUDDHA KUNDU, Son of Mr PANKAJ KUMAR KUNDU, 180, SHOVPUR ROAD, B-ZONE, P.O: B ZONE, Thana: Durgapur, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713205, by caste Hindu, by Profession Business, 2. Mrs SANGEETA KUNDU, Wife of Mr PRABUDDHA KUNDU, 180, SHOVPUR ROAD, B -ZONE, P.O: B ZONE, Thana: Durgapur, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713205, by caste Hindu, by Profession House wife

Identified by Mr DEBI PRASAD MOITRA, , Son of Late RABINDRA NATH MOITRA, 4/27, SHANTI PATH, C-ZONE, P.O: C ZONE, Thana: Durgapur, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713205, by caste Hindu, by profession Business

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

Execution is admitted on 13-02-2020 by Mr SOUMYA KANTI ROY, PARTNER, GENESIS RESIDENCY (Partnership Firm), HOLDING NO.RC/96, STREET NO.29, URBASHI PHASE-II,, P.O:- CITY CENTRE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216

Identified by Mr DEBI PRASAD MOITRA, , Son of Late RABINDRA NATH MOITRA, 4/27, SHANTI PATH, C-ZONE, P.O: C ZONE, Thana: Durgapur, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713205, by caste Hindu, by profession Business

Execution is admitted on 13-02-2020 by Mr TANMOY DUTTA, PARTNER, GENESIS RESIDENCY (Partnership Firm), HOLDING NO.RC/96, STREET NO.29, URBASHI PHASE-II,, P.O:- CITY CENTRE, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713216

Identified by Mr DEBI PRASAD MOITRA, , Son of Late RABINDRA NATH MOITRA, 4/27, SHANTI PATH, C-ZONE, P.O: C ZONE, Thana: Durgapur, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713205, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 23,514/- (B = Rs 23,500/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 23,514/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2020 12:12AM with Govt. Ref. No: 192019200181444911 on 13-02-2020, Amount Rs: 23,514/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1023391730 on 13-02-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

*Certified that required Stamp Duty payable for this document is Rs. 7,011/- and Stamp Duty paid by Stamp Rs 5,000/-,
by online = Rs 2,011/-*

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5282, Amount: Rs.5.000/-, Date of Purchase: 12/02/2020, Vendor name:

Somnath Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 13/02/2020 12:12AM with Govt. Ref. No: 192019200181444911 on 13-02-2020, Amount Rs: 2,011/-, Bank:
HDFC Bank (HDFC0000014), Ref. No. 1023391730 on 13-02-2020, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0206-2020, Page from 25695 to 25732

being No 020600873 for the year 2020.



Digitally signed by PARTHA BAIRAGGYA
Date: 2020.02.26 14:05:40 +05:30
Reason: Digital Signing of Deed.

(Partha Bairaggya) 2020/02/26 02:05:40 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)