

Ref: PAC/AL-F558/25

Date : 04 May 2025

**Provisional Deed of Agreement of Residential Plot at
"Purbachal American City"**

US-Bangla Assets Ltd. 77 Sohrawardi Avenue, Baridhara Diplomatic Zone, Baridhara, Dhaka-1212.

----- First Party

1. **MD. SAIFUL ALAM**, FATHER : **MD. NASIR UDDIN PAIK**, Address: C/O. AMZAD HOSSAIN NURJAHAN MANZIL AIN UDDIN HAWLADER ROAD, KAWRIA BARISAL.

----- Second Party

Refer to your application dated **4th May 2025** for allotment of a Residential Plot in our Company's Project "**Purbachal American City**", we are pleased to inform you that a Plot(s) Block – **F**, Sector – **4**, Road- **2**, Plot # **54**, Area – **2.80** Katha of our layout plan is hereby provisionally allotted to the allottee under the following terms and conditions and the price payment schedule as agreed upon mutually.

1. The agreed cost of plot/plots including land, land development, registration and other charges stand at Tk. **1092000.0000/ (TEN LAKH NINETY TWO THOUSAND ONLY)**.
2. In case of failure to pay any installment, the Allottee will have to regularize the payment of such installment before the next installment falls due. In the event of failure of payment of 3 (three) consecutive installments, the allotment shall stand cancelled and in the event, the Allottee will get back the deposited money within quickest possible time.
3. That on full payment of installments, cost and charges etc. the Deed of transfer by way of Saaf Kabola will be executed & registered in favor of the Allottee & the possession of the plot will be handed over to the Allottee on completion of the development works in quickest possible time.
4. If the registration charges received earlier & execution of registrations delayed for any unavoidable or unforeseen reason and done later on at a higher rate, the allottee will pay the difference amount at the time of receiving the certified copy of the deed from the company.
5. That the plot ought to be handed over to the Allottee and that it shall be made by a registered deed of conveyance, after payment of full consideration money along with all costs, expenses, charges & dues etc.
6. That if the Allottee after making the land booked but before registration of Saaf Kabola surrenders it voluntarily, the Allottee will get refunded the amount deposited within quickest possible time.

7. If before or after registration of the deed, the company fails to hand over possession of the land due to supervening circumstances or legal complications in that case the Allottee shall get back the money given to the company or accept the alternate allotment as the company finds suitable, and that in this respect the company's decision will be final.
8. In case where after the delivery of possession and registration of the deed if it appears that the land plot is required in the interest of the company or the project, the person making the land booked shall get back the money or may get an alternate plot as the company finds suitable and that in this regard the decision of company will be final.
9. In case of acquisition of project land or a particular plot by the Government, the company will only pay the deposited amount back in full to the Allottee. The Company will not be liable to pay any interest to the Allottee on the deposited amount.
10. In the event, the company cannot finally hand over the land in favor of Allottee due to any legal complication or any construction hazards or for any supervening impossibility, the Allottee shall accept the available alternate plot which the company will offer him/her/them and that if not possible he/she/they shall receive back the deposited money within quickest possible time.
11. That the Saaf Kabola shall be executed and registered after full payment of consideration money along with the cost of the land worked out, with the cost of land purchase, development, stamp, registration, commission, cost of loss of land, common facilities etc.
12. That the Allottee shall bear all expenses in connection with the execution of the Deed of Conveyance such as Stamp Duties, Registration Fees, VAT, any other charges, fees, duties etc. leviable in connection therewith and all other incidental costs thereof and consequential expenses.
13. That the Allottee shall pay Security Maintenance Charges to the company before taking possession of the plot for a period of 5 (five) years which may be reimposeable considering the exigency of the matter.
14. The area of the plot may vary on final measurement at the time of handing over of the physical possession to the allottee. In case of such variation in the measurement, the allottee shall pay for the increased area of land at the current prevailing rate: while in case the area decreases, the refund will be available to the allottee proportionately from his/her deposited amount against the plot.
15. Company reserves the right to Change/Modify/Alter the layout plan for the greater interest of the project. Due to these changes and in case of dislocation of the plot of the Allottee, the company will reallocate a plot to the Allottee or the Allottee can opt for and get a refund of the full amount paid to Purbachal American City without any interest.
16. That the Allottee shall be bound to accept any change in the layout plan or in respect of utility/facility/road/lake/park etc. as it may be by the Govt. or any other authority or authorities of the Government or by the company.
17. That for Allottee's ingress and egress into the project as well as in the plot after full payment of all installments along with other expenses and charges his/her/their will use the road of the project as a right of easement and that the trees grown by the company by the side of the road are the properties of the company and that these can be removed at any time at the desire of the company.
18. Before registration of the plot if, the Allottee wants to change the ownership of the plot, in favor of his/her/their father, mother, husband, wife, brother, sister, son, daughter (or any other person), he/she/they can do that on payment of

prescribed fee for the purpose.

19. Process of Transfer of Ownership of the plot through Power of Attorney is normally discouraged. However if anyone wants to transfer the ownership of the plot through Power of Attorney he will have to be personally present in the office to certify the genuineness of the Power of Attorney provided by him/her for the record of **US-Bangla Assets Ltd..**

20. The Company’s decision would be final if any other dispute arise without the above terms and conditions .

Read, Understood & accepted

For and on behalf of
US-Bangla Assets Ltd.

Allottee’s Signature

Authorized Signature