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# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS 24TH DAY OF APRIL' TWO THOUSAND AND TWENTY FIVE (2025) AT BURDWAN, PURBA BURDWAN.



APR 2025

### BY & BETWEEN

 SMT. SANGEETA BARUI, wife of Mr. Arun Kumar Barui (PAN: AGHPB9881H), AADHAR: 3646-5915-2184, by faith - Hindu, by occupation - Business, resident of 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. -

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- Remarks District Sale Regions

Dum Dum, District - North 24 Parganas, Kolkata - 700028, West Bengal;

2. MR. RAAJ BARUI, son of Mr. Arun Kumar Barui (PAN: BJIPB7663Q), AADHAR: 9892 1177 0845, by faith - Hindu, by occupation - Business, resident of 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. - Dum Dum, District - North 24 Parganas, Kolkata - 700028, West Bengal;

**Both** are herein after called the **LAND OWNERS** (which express on shall unless excluded their and each of their respective heirs, executors, administrators, legal representative and assigns) of the **FIRST PART**.

#### AND

"SHREE GANPATI HANUMATE DEVELOPER" (PAN: AFBFS7558B), a partnership business, having its registered office at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. - Dum Dum, District - North 24 Parganas, Kolkata - 700028, West Bengal, represented through its managing partner: MR. ARUN KUMAR BARUI, son of Ram Ekbal Barui (PAN: ADTPB2681A), AADHAR: 3074 8952 1849, by faith - Hindu, by occupation - Business, residing at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. - Dum Dum, District - North 24 Parganas, Kolkata - 700028, West Bengal, hereinafter referred to and known as the DEVELOPER (which express on shall unless excluded his and his respective heirs, executors, administrators, legal representative and assigns) of the SECOND PART.





whereas the Land owners i.e. the First Part are absolutely seized and possessed of the Bastu land admeasuring 3050 Sq. ft. or 7.00 decimals (more or less) land situated at Mouza - Gopalnagar, J.L. No. 78, Previous L.R. Khatian No. 1326, Present L.R. Khatian Nos. 2833 & 2824, comprised in R.S. Plot & L.R. Plot No. 71, within the limits of Burdwan Municipality, Ward No. 12, Holding No. 4/1 at Kanainatsal East Mohalla, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, in the State of West Bengal, which is described in the "First" Schedule below and they have acquired a good and absolute right title interest & possession over the "First" Schedule mentioned property.

AND WHEREAS that 3050 Sq. ft. or 7.00 decimals (more or less) land in R.S. Plot & L.R. Plot No. 71, situated at Mouza - Gopalnagar, previously owned and possessed by Bhisma Dev Sau and while he was in possession of the same, he acquired a better and independent right, title, interest and peacefully possessed over the same and his name was duly been recorded in the concern L.R. record of rights, vide L.R. Khatian No. 1326 of Mouza - Gopalnagar and the Govt. taxes and others taxes were paid by him and thereafter he had exercised his respective rights of ownership openly and to the knowledge of all concern without any claim, question or demand being raised by anybody.

AND WHEREAS that while the said Bhisma Dev Sau was in possession of that property, he transferred the same i.e. 3050 Sq. ft. or 7.00 decimals (more or less) land in R.S. Plot & L.R. Plot No. 71, situated at Mouza - Gopalnagar, under the jurisdiction of Burdwan Municipality (which is mentioned in the Schedule hereunder) to his daughter Arumita Hati by virtue of a Registered Deed of Gift, being Deed No. 020305408, in the year 2023, Execution dated 28/06/2023,

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vide Volume No. 0203-2023, Pages from 133364 to 133385, in the office of Burdwan Additional Dristrict Sub Registry office.

AND WHEREAS after got the above mentioned 3050 Sq. ft. or 7.00 decimals (more or less) land in R.S. Plot & L.R. Plot No. 71, situated at Mouza - Gopalnagar, under the jurisdiction of Burdwan Municipality through the gift deed, said Arumita Hati acquired a better and independent title and peacefully possessed over the above mentioned property (which is also mentioned in the schedule hereunder) and thereafter said Arumita Hati had exercised her respective rights of ownership openly and to the knowledge of all concern without any claim, question or demand being raised by anybody.

AND WHEREAS as the owner and possessor of that property, said Arumita Hati again transferred her all rights title and interest and possession in respect of the said 3050 Sq. ft. or 7.00 decimals (more or less) land in R.S. Plot & L.R. Plot No. 71, situated at Mouza - Gopalnagar, under the jurisdiction of Burdwan Municipality (which is also mentioned in the schedule hereunder) to the present owners and possessors SMT. SANGEETA BARUI wife of Mr. Arun Kumar Barui & MR. RAAJ BARUI son of Mr. Arun Kumar Barui by virtue of a Registered Deed of Sale, being Deed No. 020105174, in the year 2023, Execution dated 07/07/2023, vide Volume No. 0201-2023, Pages from 97999 to 98020, in the office of Burdwan Dristrict Sub Registry office - I.

AND WHEREAS being the present owner and possessor of the entire 3050 Sq. ft. or 7.00 decimals (more or less) land in R.S. Plot & L.R. Plot No. 71, situated at Mouza - Gopalnagar, under the jurisdiction of Burdwan Municipality, said SMT. SANGEETA BARUI

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wife of Mr. Arun Kumar Barui & MR. RAAJ BARUI son of Mr. Arun Kumar Barui i.e. the present LAND OWNERS acquired a better and independent right, title, interest and peacefully possessed over the same and their names was duly been recorded in the concern L.R. record of rights, vide L.R. Khatian Nos. 2833 & 2824 of Mouza - Gopalnagar and the Govt. taxes and others taxes were paid by them to the concern authority and thereafter they exercise their respective rights of ownership openly and to the knowledge of all concern without any claim question or demand being raised by anybody.

AND WHEREAS now the said LAND OWNERS - SMT. SANGEETA BARUI wife of Mr. Arun Kumar Barui & MR. RAAJ BARUI son of Mr. Arun Kumar Barui i.e. the FIRST PART being the owners and possessors of "First" schedule mentioned property are desirous of construction of a multi - storied building containing several self - contained Flats/Parkings etc. upon the 3050 Sq. ft. or 7.00 decimals (more or less) land situated at Mouza - Gopalnagar, J.L. No. 78, Previous L.R. Khatian No. 1326, Present L.R. Khatian Nos. 2833 & 2824, comprised in R.S. Plot & L.R. Plot No. 71, within the limits of Burdwan Municipality, Ward No. 12, Holding No. 4/1 at Kanainatsal East Mohalla, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, in the State of West Bengal.

AND WHEREAS that a large portion of land measurement being 3050 Sq. ft. or 7.00 decimals land thereon as mentioned in the FIRST Schedule of property which is unmaintained and thereby the OWNERS has taken decision to construct a multi-storied residential building inclusive of Flats/Residential Units and Car Parking Spaces and to

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develop the premises which is not being looked after by the OWNERS due to their inexperience in the field of maintenance of property and also occupational dilemma as well as health and habitation uncertainty in the City of Burdwan and thereby the OWNERS has taken decision to construct the multi-storeyed residential building along with residential building inclusive of Flats/Residential Units and Car Parking Spaces and to develop the premises.

AND WHEREAS as the OWNERS neither has the capacity nor has the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with multi-storeyed residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces.

AND WHEREAS the DEVELOPER is itself is a reputed company having more good-will, respect in the sector of Development and promoting and experience, knowledge and skill to develop the same and the OWNERS is particularly in possession of high expectation and respect towards the Developer from its previous experiences. So the OWNERS of the First Schedule mentioned property gave offer to the DEVELOPER to develop the FIRST Schedule properties as mentioned below. In response to that offer the DEVELOPER has accepted on the following terms and conditions as stated below to develop the property with a project for construction of a multi-storied building for residential purpose inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities.

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

- 1.1 PREMISES: Premises shall mean the premises with land as stated in the First Schedule of this agreement.
- BUILDING/S: Building shall mean the proposed multistoreyed residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, to be duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan and the said building is to be constructed by the manner and way with all specifications as stated in the Third Schedule of this Indenture.
- OWNERS: Owners shall mean (1) SMT. SANGEETA BARUI, wife of Mr. Arun Kumar Barui, PAN: AGHPB9881H, AADHAR: 3646 5915 2184, by faith Hindu, by occupation Business, resident of 35/·I, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. Dum Dum, District North 24 Parganas, Kolkata 700028, West Bengal (2) MR. RAAJ BARUI, son of Mr. Arun Kumar Barui, PAN: BJIPB7663Q, AADHAR: 9892 1177 0845, by faith Hindu, by occupation Business, resident of 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. Dum Dum, District North 24 Parganas, Kolkata 700028, West Bengal and shall include their respective heirs, executors, administrators, representatives, transferees, assignees and nominees.

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- 1.4 DEVELOPER: Developer shall mean "SHREE GANPATI HANUMATE DEVELOPER" (PAN: AFBFS7558B), a partnership business, having its registered office at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. Dum Dum, District North 24 Parganas, Kolkata 700028, West Bengal, represented through its managing partner: MR. ARUN KUMAR BARUI, son of Ram Ekbal Barui (PAN: ADTPB2681A), AADHAR: 3074 8952 1849, by faith Hindu, by occupation Business, residing at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. Dum Dum, District North 24 Parganas, Kolkata 700028, West Bengal, and shall include its respective legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees;
- 1.5 COMMON FACILITEIS: Common Facilities shall include corridors, lifts, stairways, landings, water reservoir, passageways, electrical sub-station and other spaces, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the Third Schedule of this Indenture.

#### 1.6 OWNER'S ALLOCATION :

1.6.1 Owner's Allocation shall mean the absolute right of the LAND OWNERS in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the LAND OWNERS will be

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20% of the Total Constructed Portion of the proposed building/ buildings being the residential / commercial building in relation to the construction according to the sanctioned plan of the BDA / Burdwan Municipality, i.e. the LAND OWNERS will altogether obtain the entitlement of the 20% in respect of the entire constructed portion of the proposed building and the LAND OWNERS shall be entitled to sell only 20% Owner's allocation of Unit/Flat/Parking Space, whereas save and except the said Owner's Allocation, the OWNERS will not sale any other Unit/Flat/Parking Space / Commercial Space or will not do any documentation or will not execute any document and agreement for Sale in respect of any other flats and parking spaces and all such work will be done by his Power of Attorney Holder being the Developers and will not receive any consideration money in respect of the remaining flats and parking spaces save and except the allocated flats and parking spaces / commercial space (as detailed hereinabove) from any person and/or the intending purchaser(s) and/or the Financial Institution and or Bank and all such payment are to be taken by the DEVELOPER and deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/ or Bank and will receive the Money/Consideration Amount from all such persons or institutions.

## 1.7 DEVELOPER'S ALLOCATION :

1.7.1 Developer's Allocation shall mean the absolute right of the DEVELOPER in regard to 80% of the Total entire constructed portion of the proposed building/buildings being the residential building cum housing complex in relation to the

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Municipality in order to construct Multi-Storied Building comprised with Residential Flats and Parking Spaces as per its respective share over the entire First Schedule mentioned property including Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors EXCEPT the portion defined in the OWNER'S ALLOCATION but except what has been specifically mentioned and defined as OWNER'S ALLOCATION the DEVELOPER will have exclusive right to enjoy as per its entitlement and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire Developer's Allocation as defined hereinabove. The Flats & Car Parkings Space will be specifically demarcated mutually after getting sanction plan and by executing separate supplementary agreement if necessary.

1.7.2 Roof area which shall be the roof directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favor of the OWNERS and DEVELOPER jointly; during the tenure of this Agreement, if the DEVELOPER obtains any further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan and the OWNERS shall have 20% of that said allocation and/or right, title and interest in respect of such construction and the Developer shall have 80% of the said allocation.

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- 1.8 ARCHITECT: Architect shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at his own cost and sole responsibility, subject to approval of the owner.
- plan of Burdwan Municipality and also the other plan/plans for construction of the building, duly approved by the OWNERS with an option to leave out and to transfer by way of gift a strip of land in favour of Burdwan Municipality on the front attached with the access road to fulfill the required criteria of existing Municipal Building Rules for maintaining the Floor Area Ratio (FAR) and submitted by at the costs of the DEVELOPER to the Burdwan Municipality in order to construct Multi-Storied Building comprised with Residential Flats and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Burdwan Municipality.
- 1.10 CONSTRUCTED SPACE: Constructed Space shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 1.11 SALEABLE SPACE: Saleable Space means, any space in the Building and/or any unit/flat and/or parking space in the aforesaid Building except OWNER'S ALLOCATION which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.

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- 1.12 CARPET AREA: Carpet Area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 1.13 COVERED AREA: Covered Area shall mean the Plinth area of the said Residential Unit/Flat/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between Two Residential Unit / Flats / Parking Space then one half of the area under such wall shall be included in each Residential Unit / Flat.
- 1.14 UNDIVIDED SHARE: Undivided Share shall mean the undivided proportionate share in the land attributable to the each Flat and Residential Unit / Parking Space comprised in the said Holding and the common portions held by and / or here in agreed to be sold to the respective Purchaser and also wherever the context permits.
- 1.15 CO OWNER: Co Owners shall according to its context mean and include all persons who acquire or agree to acquire Residential Unit / Flat / Parking space in the Building, including the Developer for the Residential Unit / Flats / Parking Spaces not alienated or agreed to be alienated.
- 1.16 FLAT/UNIT: Flat/Unit shall mean the Residential Unit/flat and / or other space or spaces intended to be built and or constructed and / or the covered area capable of being

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occupied. It shall also mean that according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Residential Units/Flats in the Building/s and shall also include the Developer herein and the owner herein in respect of such Residential Units/Flats which are retained and/or not alienated and/or not agreed to be alienated of the time being.

- 1.17 COMMON EXPENSES: Common Expenses shall include all expenses to be incurred by the Co OWNERS for the maintenance, management and upkeep of the building in the said Holding for common purposes and also the charges to installation of Electricity.
- 1.18 COMMON PURPOSES: Common Purposes shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co OWNERS relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively.
- 1.19 SUPER BUILT-UP AREA: Super Built-Up Area shall mean as per the Definition of Law in and Order issued by the Government.
- 1.20 DEVELOPER'S ADVOCATE: Developer's Advocate shall mean any advocate as suggested, decided and appointed by the

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Developer who shall be preparing all the legal documents regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.

- 1.21 TRANSFER: With its grammatical variations shall include a transfer by and/or of possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building/s to purchasers thereof although the same my not amount to a transfer in law.
- 1.22 TRANSFEREE/INTENDING PURCHASER: Transferee/ Intending Purchaser shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPERS ALLOCATION or any space in the building/s has been transferred by the OWNERS including the rights of transfer to the extent of his own share as defined and described as the OWNER'S ALLOCATION.
- 1.23 MASCULINE GENDER: Masculine Gender shall include feminine gender and vice versa.
- 1.24 SINGULAR NUMBER: Singular Number shall include plural number and vice versa.

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# ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS :

# The LAND OWNER do and doth hereby declare and covenant with the DEVELOPER as follows :-

- That the OWNERS is absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to ALL THAT the 2.1 said premises as mentioned in the First Schedule below.
- That the said premises is free from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments 2.2 and trusts whatsoever or howsoever nature and if such is not still then the OWNERS hereby unconditionally undertake to make the said First Schedule mentioned property free form all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within one Months from this very date of execution of this Agreement .
  - That the DEVELOPER will bear the cost of demolishing, dismantling, disintegrating and dissolving the existing 2.3 construction (if any) and will take the possession of the vacant land in favour of the DEVELOPER provided that all the debris and rubbish will be retained by the DEVELOPER and shall be its property and the DEVELOPER will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation.
    - That the **DEVELOPER** will bear all expenditure and cost of all necessary and essential materials and equipment which will 2.4 be required for the purpose of construction of the said building

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premises and the **OWNERS** will co-operate with the **DEVELOPER** in all aspects except Financially.

- 2.5 That the OWNERS by self or through his constituted attorney shall sign in all other necessary papers, documents, affidavits, declarations etc. require for modification of building plan/ revised plan if necessary, and for construction of building which may be required by the Developer for the purpose of construction and development of the said property in the said premises.
- The **DEVELOPER** is hereby authorized and empowered in 2.6 relation to the said construction, so far as may be necessary for apply of quotas of cement, steels bricks and other materials for the construction or the electric meter waster & drainage and other imputes and facilities and for other necessities required for which purpose the LAND OWNERS hereby agree upon to execute a separate Development Power of Attorney in favour of "SHREE GANPATI HANUMATE DEVELOPER" (PAN : AFBFS7558B), a partnership business, having its registered office at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. - Dum Dum, District - North 24 Parganas, Kolkata - 700028, West Bengal, represented through its managing partner: MR. ARUN KUMAR BARUI, son of Ram Ekbal Barui (PAN: ADTPB2681A), AADHAR: 3074 8952 1849, by faith - Hindu, by occupation - Business, residing at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. -Dum Dum, District - North 24 Parganas, Kolkata - 700028, West Bengal, whereas such power or authority to be executed

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by a separate Registered Development Power of Attorney and/ or a Power of Attorney after execution of this registered Development Agreement as required by the DEVELOPER to sign by the OWNERS all such application as to be require for the purpose and in connection with the construct of the proposed building/s and to sell flats and car parking spaces with share in land.

- 2.7 That except the OWNERS no one else has any right title interest, claim or demand whatsoever or howsoever in respect of the said First Schedule mentioned premises or any portion thereof.
- 2.8 On behalf of the OWNERS, the DEVELOPER out of its own cost shall pay all revenue and taxes to the competent authority till the transfer of the flat or space premises and execution and registration of the said Deeds of Transfer/Sale to the intending purchaser or transferee.
- 2.9 The OWNERS has absolute right and authority to enter into the agreement with the DEVELOPER in respect of their title in the said premises agreed to be developed.
- 2.10 That there is no arrear of municipality taxes and other taxes and / or other levies of impositions of the said property due and payable to any statutory authority. The Owners shall pay the up to date taxes (municipality tax, khajna, property tax etc.) and clear all the dues within 15 days from the signing of this agreement.

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- 2.11 The Owners shall also clear and pay the up to date Electricity Bill of the said Property within 15 days from the signing of this agreement.
- 2.12 That the process of municipality holding separation of the said Property shall be solely done by the owner at their own cost and clear the up-to-date municipality taxes within 15 days from the signing of this agreement.
- 2.13 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor has any notice been received in respect thereof.
- 2.14 That the said land is not a Debottor or Pirottor or Wakf or Minor's property.
- 2.15 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.16 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale or the said property as contemplated in these present.
- 2.17 The OWNERS do not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1978 in respect of the said premises.
- 2.18 If any construction work is hampered due to intervention of Owners, such intervention shall be deemed to be motivated

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and malafide and the Owners shall be liable to compensate the developer with interest for all the loss and damages.

The OWNERS hereby undertakes to indemnify and keep 2.19 indemnified the DEVELOPER from and against any and all actions, charges, liens, claims (whether monetary or not if any), damages, encumbrances and mortgages or any Third Party Possessory Pights or any Third Party Claim in the said premises arising out of or due to the negligence or non-compliance of any law, bye-laws rules and regulations of the Burdwan Municipality i.e. Burdwan Municipal Authority or Government or local bodies including the Municipality as the case may be by the OWNERS and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or branch of any of the said laws, bye-laws, rules and regulations or any accident in or relative to or concerning prior to execution of this Deed and the Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation and Owner's Allocation shall be entirely borne by the Developer or its nominee or nominees. Here it must be mentioned that the OWNERS will not be liable for any consideration received by the Developer from the intending Purchaser/Purchasers regarding the Developer's Allocation after the development of the said premises and likewise the Developer shall not be liable for any act, deed, matter or thing done or caused to be done by the OWNERS in respect of their Allocation. Be it mentioned

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- here that the Owners shall supply all original documentary evidences in respect of the property to the Developer.
- 2.20 That during the continuance of this Agreement the OWNERS shall not any way cause any impediment or obstruction whatsoever in the construction or development of the Multistoried building in the said First Schedule mentioned property and hereunder empower the DEVELOPER to take up the construction work of the new building as per sanctioned plan of Burdwan Municipality / BDA.
- 2.21 In case of failure to give open and clear possession in favour of the DEVELOPER by the OWNERS and in that event if the DEVELOPER face any financial loss to that effect the OWNERS will liable for all consequences.

#### A RTICLE III - COMENCEMENT :

3.1 This agreement shall commence or shall deemed to have commenced on and with effect from the date of execution of this agreement or the date of Plan Sanction by the Authority of Burdwan Municipality or from the date of RERA Registration whichever is later.

#### ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION:

4.1 The OWNERS hereby grant exclusive right to the DEVELOPER to build upon and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER may choose by constructing a building thereon by way of the said new construction is to be done

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according to the Burdwan Municipality i.e., Burdwan Municipal Authority by-laws, rules and regulations and not otherwise.

- 4.2 The OWNERS have approved/will approve and signed/will sign the said ARCHITECT'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality i.e., Burdwan Municipal Authority by the DEVELOPER in the name of the owner, and/or the same is/will be awaiting SANCTION/ APPROVAL from the Burdwan Municipality i.e. Burdwan Municipal Authority, after obtaining clearances from all other statutory bodies.
- 4.3 In the event, the Burdwan Municipality or any statutory authority requires any modification of the plan/plans submitted by the owner, the DEVELOPER shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect and the DEVELOPER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER shall bear all costs thereof for sanctioning the drawings/plans by the Burdwan Municipality and/or the other statutory authorities.
- 4.4 The OWNER hereby executed a Power of Attorney through this Deed only in favor of the DEVELOPER only for the purpose of sanction/corrections and/or amendment of the plan of the building at the said premises, and with sale right, including enter into agreement with the intending purchaser for the

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sale of Developer's 80% allocation as mentioned in Clause 1.7 and received the earnest money as well as consideration amount in respect of the allocation of the DEVELOPER.

- All applications, plans and other papers including the ARCHITECTS DRAWINGS/DOCUMENTS referred to above shall be submitted by the DEVELOPER in the name of the OWNERS of the said premises, but otherwise at the cost and expenses of the DEVELOPER only and the DEVELOPER shall pay and bear the EXPENSES for submission of Architects drawings/documents and other like fees, charges and expenses, required to be paid or deposited for SANCTION of the said project design and construction thereon provided always that the DEVELOPER shall be exclusively entitled to all REFUNDS of any and all payments and/or deposits and made by it in that account.
- 4.6 After getting free and vacant possession of the said premises, demolition of the existing building/structures on the said premises (which will be done by the DEVELOPER or at the cost of the DEVELOPER) and removal of the debris shall be the responsibility and at the cost of the DEVELOPER only, provided, however, that the debris, salvage and materials arising there from shall belong solely to the DEVELOPER and the OWNERS by any and all means will be barred from the right to claim to the same.
- 4.7 That if at the time of the execution of the deed the record of name of the property remains in the name of any other person except that of the OWNERS then within 15 days from

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the execution of the deed, the OWNERS will be duty bound to take all initiatives to mutate the names in their names without any further delay and in this respect the DEVELOPER will simply cooperate.

- 4.8 That if at the time of the execution of the deed the record of nature and character of the property remains in any nature other than as it recorded in the L.R.R.O.R then within 15 days from the execution of the deed, the OWNERS will be duty bound to take all initiatives to convert the nature and character of the property without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.9 That if any sort of amalgamation or enamel is needed in regard to the First Schedule mentioned properties, then in that event within 15 days from the execution of the deed, the OWNERS will be duty bound to take all initiatives to amalgamate or enamel the property without any further delay and in this respect the DEVELOPER will simply cooperate.

### A RTICLE V - TITLE DEEDS:

5.1 Immediately after the execution of this agreement the OWNERS shall hand over the Original Title Deed and other papers and writings including the last paid up Municipality bills and the other Bills including Revenue Receipt issued by the Government of West Bengal through B.L.L.R.O relating to the said First Schedule mentioned premises of and/or for necessary searches, to the DEVELOPER for inspection and record.

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- The DEVELOPER through its Partners or/and representatives and/or nominee/nominees or the transferees of the OWNERS 5.2 and the DEVELOPER itself shall be entitled for detailed inspection of the original Title Deed(s) of the OWNERS and thereafter the OWNERS shall unconditionally handover the custody of the original Title Deed(s) to the DEVELOPER permanently for the purpose of inspection of the said Title Deed(s) as and when required by any Government Authority and/or Competent Authority and/or Financial Institution and/ or Bank, etc at the time of loan sanctioning in favour of the prospective purchaser(s) of the Flat(s) and Parking Space(s) and whatsoever.
  - Subject to the provisions contained herein, the OWNERS possess a marketable title to the said premises and the same 5.3 is free from all encumbrances, charges, liens, lis-pendenses, attachments, trusts whatsoever or howsoever as mentioned \* 1 above.
  - The deed of conveyance or deeds of conveyance in favour of the Purchaser/s shall be executed by the OWNERS through 5.4 the DEVELOPER as their Power of Attorney Holder and/or the DEVELOPER as the case may be in such part or parts as the DEVELOPER shall require. The cost and expenses involved for construction shall be borne and paid by the DEVELOPER alone.

# A RTICLE VI - EXECUTION OF THE PROJECT :

As per the plan which is sanctioned by the Burdwan Municipality the OWNERS by himself or through their 6.1

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constituted Power of Attorney holder "SHREE GANPATI HANUMATE DEVELOPER" (PAN : AFBFS7558B), a partnership business, having its registered office at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. - Dum Dum, District - North 24 Parganas, Kolkata - 700028, West Bengal, represented through its managing partner : MR. ARUN KUMAR BARUI, son of Ram Ekbal Barui (PAN : ADTPB2681A), AADHAR: 3074 8952 1849, by faith - Hindu, by occupation - Business, residing at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.O. & P.S. - Dum Dum, District -North 24 Parganas, Kolkata - 700028, West Bengal, having obtained all necessary permission, approvals and sanctions, the DEVELOPER will ipso-facto get the privilege to commence construction in respect of the portion of the of the premises in the possession of the OWNERS. The construction will be in accordance with the Burdwan Municipality i.e., Burdwan Municipal Authority sanctioned plan. The OWNERS shall allow the DEVELOPER purposes of construction and allied activities during the continuation of this agreement and until such time the proposed building is completed in all, respects. During such period the OWNERS shall not prevent the DEVELOPER of the said premises from constructing the building and utilization the land for the process of construction of the Multi Storied residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities in accordance with the plans sanctioned by the Burdwan Municipality / BDA.

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- In as much as the construction on the said premises is 6.2 concerned the DEVELOPER shall act as licensec of the OWNERS and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNERS to carry out the construction of the proposed building and utilize the land for the process of construction of the Multi- Storied residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is to be completed within 24 Months from the date of Plan Sanction by the Authority of Burdwan Municipality or from the date of RERA Registration whichever is later save and except that the DEVELOPER shall not be entitled to create any possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER shall be entitled to use the said property for any other purposes other than the purpose of construction of the building and utilization the land for the process of construction of the Multi-Storied residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities in accordance with the sanctioned plan if such usage of the said property is collaterally or parallelly connected with the said construction work.
  - 6.3 The continuation of term of the project is 24 Months from the date of Plan Sanction by the Authority of Burdwan

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Municipality or from the date of RERA Registration whichever is later. The LAND OWNERS or any of their agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during this period the DEVELOPER will enjoy the right of absolute possession over the SAID PROPERTY and shall continue to do so till the last transfer of Residential Unit/Flat.

Four) months from the date of Plan Sanction by the Authority of Burdwan Municipality or from the date of RERA Registration whichever is later. The Developer shall not incur any liability for any delay in the delivery of possession by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order for delivery of the said Owners' Allocation, failing which the Developer shall compensate to the Owners till the completion of such building in all respect and deliver the possession of the allocation complete an all respect.

# A RITICLE VII - SPACE ALLOCATION

7.1 The DEVELOPER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER only and no one else but the said building is to be constructed by the

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manner and way with all specifications as stated in the **Second**Schedule of this Indenture.

- 7.2 The DEVELOPER shall be exclusively and absolutely ENTITLED to the OWNER'S ALLOCATION as defined in Clause 1.6 of this agreement in lieu of the consideration money forwarded by the DEVELOPER in favour of the OWNERS.
- 7.3 The DEVELOPER shall be exclusively and absolutely entitled to sell, transfer and/or otherwise deal with the owner's allocation of space, except the vacant space, e.g. lawn or/and drive way or/and garden etc., the transfer of which is prohibited under Rules of Burdwan Municipality i.e., Burdwan Municipal Authority as well as West Bengal Municipal Act and/or by any other law for the time being in force in lieu of the consideration money forwarded by the DEVELOPER in favour of the OWNERS.
- 7.4 In consideration of the DEVELOPER'S having constructed the building at its, own costs and the consideration money which is provided for the owner's allocation as above, the DEVELOPER shall be entitled to the total super built up space in the said building including common parts and areas.
- 7.5 The OWNERS shall not be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space at all and/or in any circumstances i.e., the sale must be made by the DEVELOPER on behalf of the OWNERS and for themselves also and OWNERS shall not be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space

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at all and/or in any circumstances and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee in respect of the whole building only by the DEVELOPER where the cost and expenses of such installation must be incurred by the intending purchaser/transferee.

7.6 The common area/facilities shall be jointly owned by the OWNERS and the DEVELOPER for the common use and enjoyment of owner's/developers allocation of space. Here it must be mentioned that the OWNERS will obtain 20% allocation in the Parking Area and 20% of the Residential Flats of the Said Building and save and except the said allocation, the OWNERS will directly not sale any other Unit/ Flat/Parking Space or will not directly do any documentation or will not execute any document and agreement for Sale in respect of any other flats and parking spaces and all such work will be done by their Power of Attorney Holder i.e. the Developer Company on his behalf and will not receive any consideration money in respect of the remaining flats and parking spaces save and except the allocated flats and parking spaces (as detailed hereinabove) directly from any person and/ or the intending purchaser(s) and/or the Financial Institution and/or Bank but all such payment are to be taken by the DEVELOPER and the DEVELOPER as the duly constituted Power of Attorney and Authorized Agent(s) of the OWNERS will deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank and will receive

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the Money/Consideration Amount from all such persons or institutions.

- The DEVELOPER shall be entitled to sell or transfer or 7.7 otherwise deal with the DEVELOPER'S allocated portion i.e. 80% of the Total Constructed Portion of the proposed building as stated in the aforesaid Clause No. 1.7 of this Indenture which is not attached with the OWNER'S ALLOCATION i.e. 80% of the entire proposed building/s and the DEVELOPER may let out, sale out, convey, transfer or any type of settlement in regard and respect to any Flat or Residential Unit and/or Car Parking Space/Garage with the third parties to the extent of 80% space of the total constructed area of all floors as stated in the aforesaid Clause No. 1.7 of this Indenture and the OWNERS will have no right over the said floors except in regard to their own Allocation and they by any or/and all means and also is debarred from claiming any right, title and interest in the near and remote future.
- 7.8 Both the OWNERS and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.
- 7.9 In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna etc. In other wards the entire roof right will be devolved upon the DEVELOPER alone and solely and the Ground Floor and the Under-Ground Floor Right and Allocation will be devolved upon the DEVELOPER solely and exclusively.

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- 7.10 The Owners will personally bear all costs relating to the ownership of their property and if any dispute arises relating their ownership regarding the scheduled property at that time the Owners will bear all costs of the suit/case. Be it mentioned here that the Land Owners will bound to bear the cost of Lift, Generator, Electricity Connection including Transformer Installation charges according to their Owner's Allocation.
- 7.11 On completion of the building, but therefore giving possession, both the DEVELOPER alone conduct a survey of the super built up space/area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocations.
- That the DEVELOPER shall alone have the right to allocate 7.12 flats and parking spaces to the intending purchasers from the DEVELOPER'S ALLOCATION and the OWNERS shall have no right whatsoever to enter into any agreement personally with the intending purchasers for sale of any of the flats or parking spaces to be constructed by the DEVELOPER over the land owned by the First Part (OWNERS) and the DEVELOPER will have the right to construct further floors in the said proposed building in future if the DEVELOPER with the full cooperation of the OWNERS manages to obtain permission for further construction from Burdwan Municipality but in such case of further construction the proportion of OWNER'S ALLOCATION as well as the DEVELOPER'S ALLOCATION to construct more floors will remain unchanged , and in that event the Owner will have no right to appoint any new DEVELOPER except this

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existing DEVELOPER or will have no right to raise any objection and moreover will not be entitled to get any excess share in the said proposed new constructed Floor save and except the already settled allocation of the Owner of 20% and in that scenario and in that event the DEVELOPER along with the OWNERS will enjoy with all rights in respect of the said Floor constructed as per the Burdwan Municipality Sanctioned Plan.

## A RTICLE VIII - COMMON FACILITIES:

- 8.1 As soon as the building is completed, the DEVELOPER shall give written notice cum Completion Certificate to the OWNERS requiring the OWNERS to take possession of their share of allocation in the building and as from date of service of such notice or issuance of such Certificate and for all times thereafter the parties shall be exclusively responsible for the payment of the Burdwan Municipality and property taxes, rate, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as THE SAID RATES) payable in respect of their respective allocations, such rates to be apportioned pro rata with reference to the total super built-up space in the building if they are levied on the building as a whole.
- 8.2 The OWNERS shall punctually and regularly pay the proportionate share of the said rates to the concerned authorities or to the DEVELOPER or otherwise as specified hereinafter and shall keep the DEVELOPER indemnified against all claims, actions, demand, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted

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against or suffered or incurred by the DEVELOPER as the case may be consequent upon a default by the OWNERS this behalf in respect of their proportionate share of the said rates.

As and from the date of receipt the completion certificate, the 8.3 OWNERS shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the flat owner's allocation or other entity/person specified hereinafter service charges for the common facilities in the building payable with respect to the OWNER'S ALLOCATION, and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for electrical and mechanical equipment, switchgear, transformers, generators, pump motor and other electrical and mechanical installations, appliances and equipment's, stairways corridors, halls, passage ways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the owner's allocation or any part thereof the OWNERS shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.

#### A RTICLE IX - CONSIDERATION

9.1 The OWNERS will not be entitled to get and receive any consideration in terms of advance payment in respect of their allocation which is more specifically mentioned in the

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"OWNER'S ALLOCATION" as defined in **Clause 1.6** of this agreement. The OWNERS shall retain his undivided proportionate share or interest share or interest in their land of the said **Schedule** mentioned property, in proportion to the area allotted to him as per OWNER'S ALLOCATION.

- 9.2 In consideration of the DEVELOPER agreeing to build and complete in all respect the OWNER'S ALLOCATION to the building at the said premises, and in that regard none of the said OWNERS will be eligible to get any earnest consideration amount and the OWNERS will get their share in terms of monetary consideration at the time of booking of the flats by the intending purchasers and the OWNERS by all virtue, in any and all consequence will be entitled to select and elect the said Intending Purchasers in respect of the OWNER'S ALLOCATION and OWNERS will get their shares without any prejudice at the time of booking and/or agreement for sale and/or sale proceeding of the Flats.
- 9.3 That in respect of the "DEVELOPER'S ALLOCATION" as defined in Clause 1.7 of this agreement that the DEVELOPER shall obtain 80% Share of the Total Constructed Portion of the Building, the DEVELOPER shall receive the earnest amount from the intending purchasers as per the agreed upon consideration amount and schedule of payment, payable by the intending purchasers and that will be adjusted after receiving advance from the intending purchasers against each Flat and/or Car Parking Space at the time of execution of Agreement of Sale and the same will/may also be adjusted

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from the consideration amount of the Flat/Residential Units and/or Garage/Car Parking Space at the time of Execution of the Deed of Conveyance.

#### A RTICLE X - TIME FOR COMPLETION:

10.1 The building shall be completed within 24 months from the Date of Plan Sanction by the Authority of Burdwan Municipality or from the date of RERA Registration whichever is later, unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure.

#### A RTICLE XI - MISCELLANEOUS:

- 11.1 The OWNERS and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or constructed as a joint venture between the OWNERS and the DEVELOPER nor shall the OWNER and the DEVELOPER in any manner constitute an association of persons.
- 11.2 The DEVELOPER shall be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm provided that the present the DEVELOPER must be the director of the said proposed Private Limited Company or must be the Partner of the proposed Partnership Firm and in that

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event this agreement would be considered to have been executed between the OWNERS and the said Private Limited Company or the Partnership Firm, and the terms and conditions contained herein shall be applicable to the said assignee.

- All dealings to be made by the DEVELOPER in respect or the construction of the buildings and development of the complex as well as for Booking and executing Agreement for Sale and also Sale Deed of Flats and Car Parking Space and moreover the receiving of earnest consideration amount, advance money etc for sale proceedings from the intending purchaser/customer to be taken and obtained by the DEVELOPER itself and in certain cases with legal necessity it may be made in the name of the OWNERS but any such dealings shall not create or foster in any manner any financial, civil and / or criminal liability of the OWNERS and the OWNERS will not be liable in any case or circumstance in respect of the said project to any Third Party including the Purchaser/Customers.
- 11.4 The DEVELOPER shall be entitled to enter into separate contract or agreements in its name with building contractor, architects and others for carrying out the development at the risk and costs of THE DEVELOPER.
- 11.5 FORCE MAJEURE shall mean riot, war, flood, tempest, civil commotion strike or any other act or commission beyond the control of the party affected thereby.
- 11.6 The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the

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existence of a FORCE MAJEURE with a view that obligation of the party affected by the FORCE MAJEURE shall be suspended for the duration of the FORCE MAJEURE.

- It is understood that from time to time to enable the 11.7 construction of the building by the developer, various deeds, matters and things not herein specifically referred to may be required to be done by the DEVELOPER for which the DEVELOPER may require the authority of the OWNERS and various applications and other documents may be required to be signed or made by the OWNERS relating to which no specific provision has been made herein, the OWNERS hereby authorizes the DEVELOPER to do all such acts, deeds, maters and things and undertakes, forthwith upon being required by the DEVELOPER in this behalf to execute any such additional powers or authorities as may be required by the DEVELOPER for the purpose as also undertakes to sign and execute all such additional applications and other documents as may be reasonably required for the purpose with prior approval of the OWNERS and by giving prior information.
  - 11.8 The DEVELOPER shall frame the rules and regulations regarding the user and rendition of common services and also the common restrictions, which have to be normally kept in the same and transfer of the Ownership flats.
  - 11.9 The OWNERS and DEVELOPER hereby agree to abide by all the rules and regulations of such management Society/ Association/holding organization and hereby give their its consent to abide by the same.

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- 11.10 Any notice required to be given by the DEVELOPER shall be without prejudice to any other mode of service available be deemed to have been served on the LAND OWNERS if delivered by hand or sent by prepaid registered post.
- 11.11 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the LAND OWNERS or the said premises or any part thereof to the DEVELOPER or creating any right, title or interest in respect thereof in favour of the DEVELOPER other than exclusive license to the DEVELOPER to commercially exploit the same in terms thereof.
- 11.12 As and from the date of receipt of the completion certificate or the building the DEVELOPER and/or its transferees and the LAND OWNERS and/or their transferees shall be liable to pay and bear proportionate charges on account of all other taxes payable in respect of their respective spaces.
- 11.13 If any construction work or time period for completion is hampered due to the intervention of Owners, such intervention shall be deemed to be motivated and malafide and the Owners shall be liable to compensate the developer with interest for all the loss and damages.
- 11.14 If the period of completion of construction is not within the said period then the Developer shall be liable to compensate unless prevented by the existence of a FORCE MAJEURE.
- 11.15 The DEVELOPER shall install any equipment or/and erect and maintain in the said premises at his own cost all facilities required for the execution of the project.

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11.16 The LAND OWNERS shall pay, clear, and bear all property taxes (Municipality Tax & Land Khajna and Electricity (Dues)) and other dues and outgoings in respect of the said premises accruing and due as and from the date of handing over possession of the premises (for the commencement of work at the said premises) to the DEVELOPER by the OWNERS.

# ARTICLE XII - DEVELOPMENT POWER OF ATTORNEY:

In respect of the Allocation of the Developer, i.e., the Developer 12.1 shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of its allocated Share of 80% in respect of the multi-storied building on and over the First Schedule mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVLOPER to enter into an agreement for sale on behalf of the Executants / Executors of this Power of Attorney being the Owner and execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same & shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed multistoried building on and over the First Schedule mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to execute the sale deed in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour

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of prospective purchasers and admit execution thereof on behalf of the owner/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed multi- storied building on and over the First Schedule mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to receive the entire amount of the consideration amount from the all portion of the proposed multi-storied building on and over the First Schedule mentioned property and to deposit the said amount in the Bank Accounts of the Developer in respect of its allocation and remaining amount of the said consideration amount of the remaining flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favour of the buyer in respect of its allocated portion of the proposed multi-storied building on and over the First Schedule mentioned property.

12.2 In pursuance of this Agreement since one Power of Attorney for Development and also for selling the Flats and Parking Spaces on behalf of the Owners is required, hence for the said reason the LAND OWNERS hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER may smoothly and uninterruptedly carry on and continue its works. Hence the Power of Attorney for

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**80%** share of the entire constructed Building and **80%** of the entire parking spaces as well for other associated and ancillary purpose is being executed on the following effects.

## ARTICLE XIII - ARBITRATION:

13.1 In case of any dispute difference or question arising between the parties with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement and same shall be referred to arbitration under the provisions of The Arbitration Act, 1996 and/or statutory modification or enactment thereto under one sole Arbitrator who will be elected by the both the PARTIES and the award made and published by sole Arbitrator shall be final and binding on the parties hereto.

## ARTICLE XIV - JURISDICTION:

14.1 Burdwan Court alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties. The Stamp Duty over the value assessed by A.D.S.R, Burdwan has been paid duly by the Party to the SECOND PART.

The photos, finger prints, signatures of **OWNERS**, the **DEVELOPER** is annexed herewith in separate sheets, which will be treated as the part of this deed.

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# THE FIRST SCHEDULE ABOVE REFEREED TO

### (Property Details)

Sq. ft. or 7.00 decimals (more or less) land situated at Mouza - Gopalnagar, J.L. No. 78, Previous L.R. Khatian No. 1326, Present L.R. Khatian Nos. 2833 & 2824, comprised in R.S. Plot & L.R. Plot No. 71, within the limits of Burdwan Municipality, Ward No. 12, Holding No. 4/1 at Kanainatsal East Mohalla, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, in the State of West Bengal, which is butted and bounded as follows:

On the North : Land in L.R. Plot No. 72

On the South : 28 ft. wide Salbagan More to D.V.C. Road

On the East : Part portion of Land in L.R. Plot No. 71

On the West : Part portion of Land in L.R. Plot No. 71

## TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT:

Measurement being 3050 Sq. ft. or 7.00 decimals land

## THE SECOND SCHEDULE ABOVE REFEREED TO

(Construction of Flat and Building Details)

BUILDING STRUCTURE:- Reinforced Cement Concrete Framed Structure.

MAIN WALLS & PARTITION WALLS :- 200 MM/250 MM Thick Fly
Ash Bricks for Main Walls and 125 MM Thick and 75 MM Thick Cement
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Fly Ash Bricks / Normal Bricks (1:4) for Flat Separating Wall and Partition Walls inside the respectively,

FLOOR: Vitrified Floor Titles for All room, Verandah, Hall, Kitchen, Bath/Toilet.

**SKIRTING AND DADO:** Tiles , the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Titles will be used up to a height of 6 Ft. form Skirting).

PLASTERING:- Plastering to external walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

WOODWORK AND JOINERY:- 100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 mm. Thick solid core Flush door, Thickness of the shutter will be 32 mm. Main Door for the OWNER will be made of quality Flush door.

M. S. GRILL WORKS:- All windows will be aluminum framed with necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:-All the internal wall surfaces and the ceiling will be finished with Plaster of Paris. The external wall surfaces will be finished with snow-cem or equivalent cement-based paint. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary priming coat.

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FINISHING WORKS FOR GROUND FLOOR: The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- All the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

ELECTRICAL WORKS:- All the electrical lines will be concealed with copper wires, with PVC conduit. Each flat will have the following electrical points.

Each Bed Room - Two light points, One Plug point, One Fan Point.

Living Room cum Dinning Space - Two light Points One Fan Point, One Plug Point, one Fridge point. **Kitchen** - One light Point, One Power Point.

WATER SUPPLY & DRAINAGE:- One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir. The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

TOILET FITTINGS & FIXTURES: Each toilet will be provided with one shower, one European commode. Necessary taps will be provided in the toilets and the floor will be of cut pieces marble. One basin with tap will be installed at Dining Hall.

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**KITCHEN SPACE:** Each Kitchen space will be provided with one cooking platform finished with one steel sink with required water connections.

### OVER HEAD TANK: - P.V.C.

**ADDITIONAL WORK:** Any extra additional work done by the Developer, at the request of the OWNER shall be charged extra at market rate and the OWNER shall have to pay cost of those extra additional works executed by the Developer additionally.

#### THE THIRD SCHEDULE ABOVE REFEREED TO

#### (Common Facilities and Common Parts)

- Entrance and Exits to the Premises.
- 2. Stair Cases, Lift
- Stair Case Landings,
- Passage for Entrance,
- 5. Electric Meter & Electric Meter Space,
- 6. Septic Tanks,
- 7. Boundary Walls with Entrance Gate,
- Underground water reservoirs (if any),
- Overhead Water Tank ( PVC)
- 10. Transformer and space (if any),
- 11. Electrical wiring with good quality.
- 12. Lighting of the Common Portions.
- Drainage and Sewage lines.

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IN WITNESSES WHEREOF, the OWNERS, the DEVELOPER and WITNESSES after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind on 24th day of April' 2025 at Burdwan, Purba Burdwan.

### SIGNED, SEALED AND DELIVERED

#### WITNESSES :

1. - Anny Moon Grade - Andrew Grade

Rag Barus

Signature of the LAND OWNERS i.e. the FIRST PART.

SHREE GANPATI HANUMATE DEVELOPER

Partner

Signature of the DEVELOPER i.e. the SECOND PART.

Orafted by me & Computerised typed in my office:

Diponten Poy Advokate District Judges' Court, Burdwan Regd No. wB/255/2004



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# SPECIMEN FORM FOR TEN FINGERPRINTS

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					344
	Little	Ring (Left	Middle Hand)	Fore	Thumb
Raay Barri					
	Thumb	Fore (Righ	Middle t Hand)	Ring	Little
			175	# H	Series,
	Little	Ring (Left	Middle Hand)	Fore	Thumb
d		Place			0
Sayecko Dami	Thumb	Fore (Righ	Middle at Hand)	Ring	Little
	0	6			
	Little	Ring (Lef	Middle t Hand)	Fore	Thumb
Executants / Presentants					



आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्य Permanatri Account Number Card

AFBES7558B



AnnharBeni

HIPE HIS HISP /PERMANENT ACCOUNT NUMBER

AGHPB9881H



BMART BIR SANGEETA BARUI

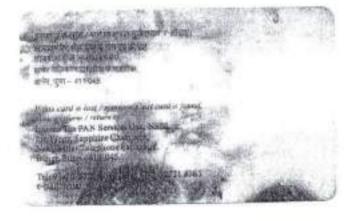
FROM WITH THE MATHEMAS NAME KADAR NATH CHOWRASIA

WERE TO STACE OF BIRTH 05-01-1973

EXPLISIONATURE

Surgeoto Barni COMMISSIONE TRACOS AGENTA





Raaj Barwi

### NEES HER HORE /PERMANENT ACCOUNT NUMBER ADTPB2681A



HIH INAME

ARUN KUMAR BARUI

RHI DO HOW FATHER'S NAME RAM EKBAL BARUI

1974 FARE /DATE OF BIFTH

05-03-1963

PROBLET /SIGNATURE

COMMISSIONER OF INCOME TAX, W.B. - XI

Arunkarar Qarin

## आयकर विमाग INCOMETAX DEPARTMENT



मारत सरकार GOVT. OF INDIA

ANUP KUMAR GHOSH HARADHAN GHOSH

75/07/1095

Permanent Account Number

AYNPG5632R



- Am rome Glock

#### Major Information of the Deed

Deed No :	1-0203-02874/2025	Date of Registration	25/04/2025		
Query No / Year	0203-2001076544/2025	Office where deed is registered			
Query Date	22/04/2025 4:59:31 AM	A.D.S.R. Bardhaman, District: Purba Bardhama			
Applicant Name, Address & Other Details	Anup Kumar Ghosh Cholonilpur Ambagan, Thana . Bardhaman District Purba Bardhaman, WEST BENGAL, PIN - 713103, Mobile No.: 86375 Status Seteric securant				
Transaction		Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than immovable Property, Declaration [No of Declaration 1], [4308] Other than immovable Property, Agreement [No of Agreement 11]			
Set Forth value		Market Value			
A COLUMN TO THE TAXABLE PARTY OF TAXABLE		Rs. 48,92,716/-			
Stampouty Paid(SD)		Registration Fee Paid			
Rs. 7.020/- (Article:48(g.))		Rs. 21/- (Article:E, E, E)			
Remarks	Received Rs. 58/- ( FIFTY only area)	) from the applicant for issuing	the assement slip.(Urba		

#### Land Details:

District: Purba Bardhaman, P.S.- Barddhaman, Municipality: BURDWAN, Road: Salbagan More to D.V.C. Road, More to D.

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
1.7	LR-71 (RS	LH-2833	Bastu	Bastu	1525 Sq Ft		24 46,358/-	Wigth of Approach Road 28 Ft., Adjacent to Metal Road,
1.2	LR-71 (RS >71 )	LR-2824	Bastu	Bantu	1525 Sq Ft		24,46,358/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road.
		TOTAL:			6.9896Dec	0 /-	48,92,7163-	
	Grand	Total:			6.9896Dec	0/-	48,92,716/-	

### Land Lord Details :

b		Photo	Finger Print	Signature
	Name	Photo	Confections	1,000,000
	Smt Sangeeta Barul (Presentant ) Wife of Mr. Arun Kumar Barul Executed by: Self, Date of Execution: 24/04/2025 Admission: 25/04/2025 Place		Captured	Signhou
	Office	19/84/2025	6.71	15/847035
			2904/2008	n - District - North 24-
	35/1 J N Tewari Road, City: Parganas, West Bengal, Indi Citizen of IndiaDate of Birth UIDAI, Status Individual, E Admitted by: Self, Date of	xx-xx-1xx3 , xemited by: Sal	PAN No.:: AGXXXX f, Date of Execution	-Dum Dum, District:-North 24- Caste: Hindu, Occupation: Business xxx1H,Aadhaar No Not Provided by n: 24/04/2025 Office
	Arthritish by Sco, Date of	ENGLISHED THE PARTY OF THE PART	Finger Print	Signature

n:	Name	Photo	Finger Print	Signature	
	Mr Raaj Barui Son of Mr Arun Kumar Barui Executed by: Self, Date of Execution: 24/04/2025 , Admitted by: Self, Date of Admission: 25/04/2025 ,Place		Captured	e 5	
	Office	SMITTER	2564000	SEGREBIA	

35/1 J N Towar Road, City:- Dum Dum, P.O. - Dum Dum, P.S.-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No. :: BJXXXXXX3Q, Aadhaar No Not Provided by UIDAL Status Individual, Executed by: Self, Date of Execution: 24/04/2025 Admitted by: Self, Date of Admission: 25/04/2025 Place | Office

#### Developer Details:

Name, Address, Photo, Finger print and Signature

No SHREE GANPATI HANUMATE DEVELOPER

36/1 J N Tewari Road, City - Dum Dum, P.O.: Dum Dum, P.S.: Dum Dum, District - North 24-Parganas, West Bengal, India, PIN - 700028 Date of Incorporation:XX-XX-2XX3 PAN No.: AFxxxxxx88. Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative

#### Representative Details:

0	Name, Address, Photo, Finger print and Signature				
1	Name	Photo	Finger Print	Signature	
	Mr Arun Kumar Barul Son of Ram Extal Barul Date of Execution - 24/04/2025, Admission 25/04/2025, Place of Admission of Execution: Office	-	Captured.	han Ben	
	William AL Percentage States	Aug 34 3036 1 33098	121	26/96/2029	

35/1 J N Tewan Road, City:- Dum Dum, P.O.- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, Date of Birth XX-XX-1XX3, PAN No.: ADXXXXXX1A, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of SHREE GANPATI HANUMATE DEVELOPER (as Sole progretorship)

#### Identifier Details

Name	Photo	Finger Print	Signature
Mr Anup Kumar Ghosh Sen of Mr Haradran Ghosh Chatonipur Antospan, Chys Burthelen P.O. Shouty P.S. Burthaman Debrut Hurbe Birdhaman, West Horgal, India, PNV - 713103		Captured	
	25/04/2025	25/04/2025	25/04/2025

identifier Of Smt Sangeeta Barui, Mr Reaj Barui, Mr Arun Kumar Barui

Transi	fer of property for L1	
manufacture of	From	To, with area (Name-Area)
1	Smt Sangeeta Barui	SHREE GANPATI HANUMATE DEVELOPER-1, 7474 Dec
2	Mr Rasaj Barui	SHREE GANPATI HANUMATE DEVELOPER-1,7474 Dec
Trans	fer of property for L2	
SINo	From	To, with area (Name-Area)
	Smr Sangreta Barui	SHREE GANPATI HANUMATE DEVELOPER-1,7474 Dec
9	Mr Roai Barui	SHREE GANPATI HANUMATE DEVELOPER-1 7474 Dec

### Land Details as per Land Record

District: Purbe Bardhaman, P.S.- Barddhaman, Municipality: BURDWAN, Road: Salbagan More to D.V.C. Road, Moura: Gopalnagar., Ward No. 12 Jl No. 78, Pin Code: 713103

Sch Plot & Khatian No Number		Details Of Land	Owner name in English as selected by Applicant	
d	LR Plot No.: 71, LR Khatian No. 2833	Owner wile sig. Gurden see 1991 sig. Address the Classification es. Area 2.03500000 Acre.	Smi Sangeeta Barui	

LR Plot Not- 71, LR Khatian Not- Owner iss right. Gurdian age gent engl. Mr Raej Barul 2824 Address rests areas receil areas. Classification els. Area 0.03500000 Acre.

#### Endorsement For Dead Number : 1 - 020302874 / 2025

#### On 25-04-2025

### 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 12:32 hrs on 25-04-2025, at the Office of the A.D.S.R. Bardhaman by Smr. Sangeeta Hank one of the Executants.

#### Certificate of Market Value(WB PUVI rules of 2001)

Constor that the market value of this property which is the subject matter of the deed has been assessed at Rs

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

Execution is admitted on 25/04/2025 by 1, Smt Sangesta Barul, Wife of Mr Arun Kumar Barul, 35/1 J N Tewar Road, O Dum Dum, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Business, 2, Mr Raaj Barui, Son of Mr Arun Kumar Barui, 35/1 J N Tewari Road, P.O. Dum Dum, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Business

Indebified by Mr Anup Kumar Ghosh, ... Son of Mr Heradhan Ghosh, Chotonilpur Ambagan, P.O. Sripally, Thans:

City/Town BURDWAN Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Law Clark

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

Execution is admitted on 25-04-2025 by Mr Arun Kumar Barui, Sole proprietorship, SHREE GANPATI HANUMATE DEVELOPER Sale Proprieseship), 35/1 J. N. Tewari Road, City - Dum Dum, P.O.- Dum Dum, P.S.-Dum Dum, District -North 24 Parganias, West Bengal, India, PIN - 700028

Indebfoot by Mr Anup Kumar Ghosh. Son of Mr Haradhan Ghosh, Chotonipur Ambagan, P.O. Sripally, Thana

ChyrTown, BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Law Clerk

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- ( E = Rs 21.00/- ) and Registration Fires paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/04/2025 3:53PM with Govt. Ref. No. 192025260031333648 on 23-04-2025. Amount Rs. 21/-, Bank: SBI EPsy ( 5BlePay), Ref. No. 7666146898219 on 23-04-2025, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Contilled that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs. Description of Stamp

 Stamp, Type: Impressed, Serial no 115, Amount: Rs.5.000.00/-, Date of Purchase: 11/04/2025, Vendor name: 5 CHDWDHURY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt, of WB Online on 23/04/2025 3:53PM with Govt. Ref. No: 192025260031333648 on 23-04-2025. Amount Rs: 2,020/-, Bank: SBI EPay ( SBIePay), Ref. No. 7866148898219 on 23-04-2025, Head of Account 0030-02-103-003-02

> Sanjit Sardar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0203-2025, Page from 74258 to 74316
being No 020302874 for the year 2025.



Digitally signed by SANJIT SARDAR Date: 2025 05:02 12:32:35 +05:30 Reason: Digital Signing of Deed

(Sanjit Sardar) 02/05/2025 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman West Bengal.

300