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Witness that the Endorsement Sheet's and the Signature Sheet's attached to this document are part of the Document.

L-1574/24

11 MAR 2024

DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY

THIS DEED OF AGREEMENT FOR DEVELOPMENT WITH POWER OF ATTORNEY Made On This 11th Day of March, Two Thousand and Twenty Four (2024) BETWEEN

File No. 21928 Date 04.3.24
Firm "Square Foot" Partnership Firm.
Address PURBA BARDHAMAN - 713103
Stamp Rs. 5000/-
Notary Seal and Signature of Notary
Notary Seal and Signature of Notary
Notary Seal and Signature of Notary
Notary Seal and Signature of Notary

Srijit Chatterjee



Additional District Sub-Registrar
BARDHAMAN

11 MAR 2024

CHANDRIMA CHOWDHURY

D/o Late Parimal Bikash Chowdhury, by faith Hindu, by occupation Housewife, resident of Baranilpur, Itbhatta Road, P.O.- Sripally, P.S.- Bardhaman Sadar, Dist Purba Bardhaman, West Bengal-713103; (PAN : AHAPC4960C), hereinafter called and referred as the OWNER (which express or shall unless excluded her respective heirs, executors, administrators, legal representative and assigns) of the party of the FIRST PART

And

"SQUARE FOOT" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Boronilpur More, Opp. Of Sainik Bhawan, P.O.- Sripally, P.S.- Burdwan Sadar District - Purba Burdwan, West Bengal, Pin -713103, PAN. AFFF53754R represented by its All Representative Partners namely, (I) SANGIT KUMAR GHOSH, s/o - Late Krishna Kishore Ghosh, by Nationality Indian, by faith Hindu, by occupation Business, resident of 150, B.C. Road, Barabazar, Indian Bank, Banabas Kutir, P.O.- Rajbati, P.S.- Burdwan, Dist- Purba Bardhaman, Pin-713104 (W.B) PAN-AFJPG1699B; (II) SOUMEN BANERJEE, S/o Late Anobinda Banerjee, by Nationality Indian, by faith Hindu, by occupation Business, resident of VTC, Haripur, P.O.- Natumohanpur, P.S.- Raina, Dist- Purba Bardhaman, Pin- 713124. (W.B.), PAN. CBFPB9702E; and (III) RAJIB ROY S/o Subhendu Sundar Roy, by Nationality Indian, by faith Hindu, by occupation Business, resident of Baranilpur More, Opp. Sainik Bhawan, P.O.- Sripally, P.S.- Burdwan, Dist- Purba Bardhaman, Pin- 713103 (W.B.); PAN. AVZPR1088F; herein after called the DEVELOPER / PROMOTER (which express or shall unless excluded his/their respective heirs, executors, administrators, legal representative and assigns) of the party of the SECOND PART:

WHEREAS the OWNER is the sole and absolute OWNER and has absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more fully described in the entire First Schedule hereinafter written (hereinafter referred to as the "SAID PREMISES").

AND WHEREAS the above mentioned FIRST PART is the sole and absolute OWNER and absolutely seized and possessed of or otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring a total area of 00.1155 Acre (A More or Less) or 11.55 Decimals (A More or Less) equivalent to 07 (Seven) Cottahs (A More or Less) under Burdwan Municipality P.S. Burdwan, Dist. Purba Bardhaman (West Bengal).

AND WHEREAS the L.R.Plot No: 1671 with corresponding R.S.Plot No: 794 originally belonged to Pyari Mohan Mukhopadhyay and Kishori Mohan Mukhopadhyay whose names were duly recorded in the R.S.R.O.R. vide R.S.Khatian No: 613 who while enjoying and possessing the schedule property sold the same to Matangani Roy by virtue of a Registered Deed of Sale being No-I- 7342 dated 21.11.1960 of D.S.R- Burdwan and subsequently Matangani Roy sold the same to Parimal Bikash Chowdhury, by virtue of a Registered Deed of Sale being No-I- 6601 dated 08.08.1974 of D.S.R- Burdwan and after the demise of Parimal Bikash Chowdhury, the schedule property was inherited by his Legal Heirs namely Kalpana Chowdhury (wife) and Chandrima Chowdhury (daughter) in equal share as per the provisions of the Hindu Law of Inheritance, whose names were duly recorded in the L.R.R.O.R vide L.R.Khatian No- 4882 and 4883 respectively for Mouza Balidanga under one Man one khatian.

AND WHEREAS after the demise of Kalpana Chowdhury, her one half share of the property devolves upon her only daughter Chandrima Chowdhury i.e. the present OWNER as rightful OWNER and who while in possession to the extent of Sixteen Annas share over the First Schedule property has duly mutated her name in the LR Record of Rights vide L.R.Khatian No: 4883 under one man one khatian and also mutated her name in the Record of the Burdwan Municipality.

AND WHEREAS there was a large portion of landed property as described in the First Schedule with structure thereon which could not be maintained properly and with the passage of time the existing structure gradually became old and dilapidated and the entire property got depreciated and damaged due to non-maintenance and finding no other alternatives these OWNER decided to construct a multi-storeyed residential building inclusive of Units/Flats/Residential Units/Car Parking Spaces by constructing building/s and to develop the premises.

AND WHEREAS the OWNER in order to construct a Residential building comprised of Multiple Units/Flats/ Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the First Schedule below, initiated the process of demolition of the existing structure in order to make the said Land vacant and subsequently demolished the entire structure but the OWNER afterwards found that the process of demolition has drained huge amount of money from her pockets and for such after completion of the entire demolition she

stopped the process of development instantly and realized that the OWNER 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 cum housing complex by erecting multi-storeyed building/buildings along with residential building thereon inclusive of Units/Flats/Residential Units/Car Parking Spaces.

AND WHEREAS the OWNER of the First Schedule mentioned property gave offer to the DEVELOPER / PROMOTER who being a highly reputed Partnership Firm in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and skill to develop the First Schedule properties as mentioned below accepted the said offer and decided to raise construction as per the sanctioned plan of Burdwan Municipality, after getting permission from the same by virtue of a Regd. Development Agreement and subsequently the Parties hereto mutually felt the necessity to execute and registrar said Development Agreement with Power of Attorney on the following terms and conditions as stated below to develop the property with a project for construction of multi-storeyed residential building along with residential complex inclusive of Shops, Offices, Flats/Residential Units and Car Parking Spaces.

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

- 1.1 PREMISES: shall mean the premises with land as stated in the First Schedule of this agreement.
- 1.2 BUILDING/S: shall mean the proposed multi-storeyed building/buildings, being a residential housing complex inclusive of Residential Flats and Car Parking Spaces to be constructed as per the Architect's drawings/documents, as per the due approval by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan along with the Map of Plan with the permission to construct multi-storeyed Residential Building/Buildings to be comprised with Residential Flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and shall also mean the any drawings/documents, duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan or amendment or modification of Plan in order to make such changes in the proposed Multi-Storied Building comprised with, Residential Flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises 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.

- 1.3 OWNERS: Shall mean CHANDRIMA CHOWDHURY daughter of late Parimal Bikash Chowdhury, by faith Hindu, by occupation House-wife, resident of Baranilpur, Ithkata Road, P.O.-Sripally, P.S.- Bardhaman Sadar, Dist. Purba Bardhaman, West Bengal-713103; (PAN : AHAPC4960C) and shall include her respective heirs, executors, administrators, representatives, transferees, assignees and nominees.
- 1.4 DEVELOPER / PROMOTER : shall mean "SQUARE FOOT" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Baranilpur More, Opp. Of Sainik Bhawan, P.O.- Sripally, P.S.- Burdwan, Sadar District - Purba Burdwan, West Bengal, Pin -713103, PAN. AFFF53754R represented by its All Representative Partners namely, (I) SANGIT KUMAR GHOSH, s/o - Late Krishna Kishore Ghosh, by Nationality Indian, by faith Hindu, by occupation Business, resident of 150, B.C. Road, Barabazar, Indian Bank, Barabas Kutir, P.O.- Rajbati, P.S.- Burdwan, Dist- Purba Bardhaman, Pin-713104 (W.B.) PAN-AFFPG1699B; (II) SOUMEN BANERJEE, S/o Late Arobinda Banerjee, by Nationality Indian, by faith Hindu, by occupation Business, resident of VTC, Haripur, P.O.- Natunohangpur, P.S.- Ralna, Dist- Purba Bardhaman, Pin- 713124, (W.B.), PAN. CBFFB9702E; and (III) RAJIB ROY S/o Subhendu Sunder Roy, by Nationality Indian, by faith Hindu, by occupation Business, resident of Baranilpur More, Opp. Sainik Bhawan, P.O.- Sripally, P.S.- Burdwan, Dist- Purba Bardhaman, Pin- 713103 (W.B.), PAN. AVZPR1098F; and shall include its respective legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees.
- 1.5 COMMON FACILITIES: shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, driveways, generator space/room, community room, meter room, transformer, electrical sub-station and other spaces and facilities, 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 Fourth Schedule of this Indenture.

1.6 OWNERS' ALLOCATION: shall mean the absolute right of the OWNER in regard to her share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNER will be 40% of the entire project land including the proposed building with proportionate vacant land, being the residential building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality with the permission to construct one Ground (G) Plus (+) Multi Storied Residential Building to be comprised of Residential Flats and Parking Spaces as per her share over land more specifically mentioned in the Schedule but excluding any right over the Electrical Transformer and / or Electric Generator etc to be installed by the DEVELOPER / PROMOTER, i.e., the OWNER will altogether obtain the entitlement of 40% in respect of the entire proposed building with proportionate vacant land, which she will retain and which shall be computed and shall be limited to 40 % Allocation in the Entire part of the Ground Floor and Parking Space Area on the Ground Floor of the said Building and 40 % Allocation of the Total Number of Flats, (the location and position of which will be mutually decided among the parties after obtaining the Building Plan sanctioned from the Burdwan Municipality) but the DEVELOPER / PROMOTER will have unfettered right to transfer cum sale cum convey the said rest portion in respect of the entire constructed space with proportionate vacant land, in the said Ground (G) Plus (+) Multistoried Residential Building along with the entire DEVELOPER'S / PROMOTER'S ALLOCATION in favour of any third person and for such the OWNER hereby unconditionally allows and empowers as well as authorize the DEVELOPER / PROMOTER to sell the said rest portion except her allocated 40% share, in respect of the said Proposed multi-storied Residential Building consisting of several Flats and Parking Spaces along with the entire DEVELOPER'S / PROMOTER'S ALLOCATION in favour of any third person.

1.7 DEVELOPER'S / PROMOTER'S ALLOCATION: Shall mean the absolute right of the DEVELOPER / PROMOTER in regard to 60% of the Total Constructed Portion with proportionate vacant land along with all other areas and flats in the said Building including the remaining areas of the of the proposed building with an absolute right over the Electrical Transformer and / or Electric Generator etc to be installed by them EXCEPT the portion defined in the OWNER'S 40% ALLOCATION and which shall be computed and shall be limited to 60 % Allocation in the

Entire part of the Ground Floor and Parking Space Area on the Ground Floor of the said Building and 60 % Allocation of the Total Number of Flats, (the location and position of which will be mutually decided among the parties after obtaining the Building Plan sanctioned from the Burdwan Municipality) and the DEVELOPER / PROMOTER will have an exclusive right to enjoy as per its entitlement and will have all right, title and interest by virtue of this Agreement to sell its entire 60% ALLOCATION as defined hereinabove.

1.7.1 Roof Area/Terrace which shall be the roof / terrace directly above the flat/flats and/or room/rooms including every right over the roof / terrace to enjoy the same excluding any right of construction of further floor as so far as the roof right is concerned, the entire roof right will be devolved upon the OWNER except the common facilities attached with the terrace such as water tanks, antenna, common use of terrace etc and for the purpose of enjoyment of the Roof Area / Terrace, 40% of the Roof Area/ Terrace will be allotted in favour of the OWNER and rest 60 % of the Roof Area/Terrace will be allotted in favour of the DEVELOPER; and during the tenure of this Agreement or after completion of this existing multi-storied building and/or after obtaining the Completion Certificate from Burdwan Municipality or the concerned Authority if any further permission of extension of any number of floor or floors can be obtained, by way of alternation, amendment or modification of the existing Sanctioned Plan or by obtaining a Fresh Sanctioned Plan to make the said Roof Habitable and Usable, then the DEVELOPER / PROMOTER may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan with the same proportion of 40% of extended constructed area will be allotted in favour of the OWNER and rest 60% of extended constructed area will be allotted in favour of the DEVELOPER / PROMOTER and a fresh Agreement will be executed and registered as per the new Sanctioned Plan with specific allocation of the extended constructed area among the parties on mutual understandings but in such case of any further extended construction the Co-Owners will have no right over the same or will have no right to make any objection for such extended construction.

1.7.2 Ground Floor Area and the Under Ground Floor Area (if any), 40% of the Ground Floor Area and the Under Ground Floor Area including the Basement / Parking will be allotted in favour of the OWNER and rest 60 % of the Ground Floor Area and the Under Ground Floor Area including the Basement / Parking will be allotted in favour of the DEVELOPER; during the tenure of this

Agreement, if any excess or further permission from Burdwan Municipality or the concerned Authority is obtained, then the DEVELOPER / PROMOTER may raise construction over the said Ground Floor Area and the Under Ground Floor Area including the Basement / Parking of the said building which is to be constructed in accordance with the said Plan, and the OWNER will 40% Allocation in respect of such further construction including the Basement / Parking (if any) and the DEVELOPER / PROMOTER will have 60% Allocation in respect of such further construction including the Basement / Parking (if any) and the parties admit and agree and declare not to raise any objection whatsoever in this regard in future and in such case of any further extended construction the Co-Owners will also have no right to make any objection for such extended construction.

- 1.7.3 **Electrical Transformer and / or Electric Generator** : Any Electrical Transformer and / or Electric Generator etc which if needed to be installed over the project will be an additional investment from the DEVELOPER / PROMOTER and OWNER will reimburse the cost of such investment for her 40% ALLOCATION in favour of the DEVELOPER / PROMOTER after such installation and on or before obtaining Completion Certificate (C.C.) of the said Project.
- 1.8 **ARCHITECT**: shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER / PROMOTER as the Architect of the building at its own cost and sole responsibility, subject to approval of the owner.
- 1.9 **BUILDING PLAN**: shall mean the Burdwan Municipality Sanctioned Plan along with the Map of with the permission to construct one Ground (G) Plus (+) Multi-Storied Residential Building to be comprised with Residential Flats and Parking Spaces and also the other plan/plans for construction of the building, duly approved by the OWNER and submitted by at the costs of the DEVELOPER / PROMOTER to the Burdwan Municipal Authority in order to construct the said Multi-Storied Building and shall include any amendments thereto or modifications thereof made or caused by the parties but with due permission from the Burdwan Municipal Authority i.e., Burdwan Municipality.
- 1.10 **CONSTRUCTED SPACE**: shall mean the space in the Ground (G) Plus (+) Multi-Storied Residential Building comprised with, Residential Flats and

Parking Spaces available for independent use and the occupation including the space demarcated for common facilities.

- 1.11 **SALEABLE SPACE**: means, except OWNER'S ALLOCATION the space in the Building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 **CARPET AREA**: means the net usable floor area of an office or shop or 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 office or shop or flat or apartment.
- 1.13 **COVERED AREA**: shall mean the Plinth area of the said Residential Unit/ Flat 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 then one - half of the area under such wall shall be included in each Residential Unit / Flat.
- 1.14 **UNDIVIDED SHARE**: shall mean the undivided proportionate share in the land attributable to the each Units / 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**: 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 / PROMOTER for Residential Unit/Flats/Parking Spaces not alienated or agreed to be alienated.
- 1.16 **FLAT/UNIT**: shall mean the Residential Unit/flats and/or other space or spaces intended to be built and or constructed and/or the covered area capable of being occupied. It shall also mean that according to the context, mean all Purchaser/s and/or Intending Purchaser/s of Residential Unit/flats in the Building/s and shall also include the DEVELOPER / PROMOTER herein and the Owner herein in respect of Residential Unit/flats which are and/or not alienated and/or not agreed to be alienated of the time being.

- 1.17 **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:** 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-Owner relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common portions in common.
- 1.19 **SUPER BUILT-UP AREA:** Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of 25% (Twenty Five Percent) (More or Less) over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit. Be it mentioned here that as the West Bengal Real Estate Regulatory Authority has started functioning on and from 31.01.2023 as per the provisions of the Real Estate (Regulation and Development) Act, 2016 read with West Bengal Real Estate (Regulation and Development) Rules, 2021 Flats are to be sold by way of measuring the Flat in terms of in terms of "Carpet Area" as per the provisions of the Real Estate (Regulation and Development) Act, 2016 read with West Bengal Real Estate (Regulation and Development) Rules, 2021 though the concept of "Super-Built Up Area" may be used as a part of former practice and understanding.
- 1.20 **DEVELOPER'S / PROMOTER'S ADVOCATE:** Shall mean any Advocate who has been nominated and engaged with the mutual consent of both the parties and who has prepared this presents and who shall prepare all legal documentations 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 multi-storied building/s to purchasers thereof although the same may not amount to a transfer in law.

- 1.22 **TRANSPEREE/INTENDING PURCHASER:** shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER / PROMOTER including the rights of transfer to the fullest extent of the DEVELOPERS ALLOCATION and the OWNERS' ALLOCATION or any space in the building/s including the rights of transfer to the extent of the entire 100% share as defined and described in the Clause No. 1.6 and 1.7.
- 1.23 **MASCULINE GENDER:** shall include feminine gender and vice versa.
- 1.24 **SINGULAR NUMBER:** shall include plural number and vice versa.

ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS:

The OWNER does and doth hereby declare and covenant with the DEVELOPER / PROMOTER as follows:-

- 2.1 That the OWNER is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said premises as mentioned in the First Schedule below.
- 2.2 That the said premises is free from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature and if such is not still then the OWNER hereby unconditionally undertakes to make the said First Schedule mentioned property free from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within 3 Months from this very date of execution of this Agreement.
- 2.3 That the DEVELOPER / PROMOTER has borne the cost of demolishing, dismantling, disintegrating and dissolving the existing construction and has taken the possession of the vacant land in favour of them i.e. DEVELOPER / PROMOTER provided that all the debris and rubbish has been by the DEVELOPER / PROMOTER and has been decided as the property of the DEVELOPER / PROMOTER and the DEVELOPER / PROMOTER has borne the cost and expense of the query of earth or soil for the purpose of setting up the foundation.
- 2.4 That the DEVELOPER / PROMOTER will bear all expenditure of construction and cost of all necessary and essential materials and equipment which will be required for the purpose of construction of the said building premises and

- the OWNER will co-operate with the DEVELOPER / PROMOTER in all aspects in this regard except any Financial co-operation.
- 2.5 That the OWNER by self or through her 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 / PROMOTER for the purpose of construction and development of the said property in the said premises.
- 2.6 The DEVELOPER / PROMOTER is hereby authorized and empowered in relation to the said construction, so far as may be necessary for apply of quotas of cement, steel 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 OWNER hereby agrees upon to execute a Power of Attorney through this indenture in favour of this DEVELOPER / PROMOTER Firm namely, "SQUARE FOOT" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Boronilpur More, Opp. Of Sainik Bhawan, P. O.- Sripally P.S - Burdwan, Sadar District - Purba Burdwan, West Bengal, Pin -713103, PAN, AFFF53754R represented by its All Representative Partners namely, (I) SANGIT KUMAR GHOSH, s/o - Late Krishna Kishore Ghosh, by Nationality Indian, by faith Hindu, by occupation Business, resident of 150, B.C. Road, Barahazar, Indian Bank, Banabes Kutir, P.O.- Rajbati, P.S.- Burdwan, Dist- Purba Bardhaman, Pin-713104 (W.B.) PAN-AFJPG1699B; (II) SOUMEN BANERJEE, S/o Late Arobinda Banerjee, by Nationality Indian, by faith Hindu, by occupation Business, resident of VTC, Haripur, P.O.- Natunoharpur, P.S.- Raina, Dist- Purba Bardhaman, Pin- 713124 (W.B.), PAN- CHFPB9702E; and (III) RAJIB ROY S/o Subbendu Sundar Roy, by Nationality Indian, by faith Hindu, by occupation Business, resident of Baranilpur More, Opp. Sainik Bhawan, P.O.- Sripally, P.S.- Burdwan, Dist- Purba Bardhaman, Pin- 713103 (W.B.); PAN- AVZPR1088F; whereas such power or authority to be executed by a registered Power of Attorney as required by the DEVELOPER / PROMOTER to sign by the OWNER all such application as to be require for the purpose and in connection with the construction of the proposed building/s and to sell flats and car parking spaces with share in land.
- 2.7 That except the OWNER 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 The OWNER shall pay all revenue and taxes to the competent authority till the transfer of the flat or space premises to the intending purchaser or transferee from the and in respect of the OWNER'S ALLOCATION.
- 2.9 The OWNER has absolute right and authority to enter into the agreement with the DEVELOPER / PROMOTER in respect of their title in the said premises agreed to be developed.
- 2.10 That there is no arrear of taxes and / or other levies or impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.
- 2.12 That the said land is not a Debtor or Piroitor property.
- 2.13 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.
- 2.14 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale of the said property as contemplated in these present.
- 2.15 The OWNER does not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1978 in respect of the said premises.
- 2.16 The OWNER hereby undertakes to indemnify and keep indemnified the DEVELOPER / PROMOTER from and against any and all actions, charges, liens, claims, damages, encumbrances and mortgages or any Third Party Possessory Rights 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 or Government or local bodies including the Municipality as the case may be by the OWNER and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or breach 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 shall be entirely borne by the DEVELOPER / PROMOTER or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owner's allocation will be borne by the OWNER or their nominee or nominees. Here it must be

mentioned that the OWNER will not be liable for any consideration received by the DEVELOPER / PROMOTER from the intending Purchaser/Purchasers regarding the Developer's Allocation after the development of the said premises and likewise the DEVELOPER / PROMOTER shall not be liable for any act, deed, matter or thing done or caused to be done by the OWNER in respect of their Allocation.

- 2.17 That during the continuance of this Agreement the OWNER shall not in any way cause any impediment or obstruction whatsoever in the construction or development of complex and building in the said First Schedule mentioned Property and hereunder empower the DEVELOPER / PROMOTER to take up the construction work of the new building as per sanctioned plan of Burdwan Municipality.
- 2.18 The DEVELOPER / PROMOTER will be strictly barred and will have no right and/or no authority and/or no privilege to give and/or to make and/or to use and/or to keep the said property in any kind of mortgage and/or pledge and/or hypothecate and/or charge and/or concur in pledging and/or hypothecating and/or charging with, to or in favour of any Bank or Banks or any other financial institutions and/or individual and/or body may it be a juristic or non-juristic entity and will have no right and/or no authority and/or no privilege to execute and/or deliver any instruments and/or any deed of mortgage and/or charge and/or encumbrance, hypothecation and/or pawn and/or pledge and/or lien and/or trust receipt and/or to receive any consideration money and/or otherwise for such mortgage and/or charge and/or hypothecation and/or pawn and/or pledge and/or lien and/or the like.

ARTICLE III - COMMENCEMENT

- 3.1 This agreement shall commence or shall be deemed to have commenced on and from this date of execution.

ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION

- 4.1 The OWNER hereby grant exclusive right to the DEVELOPER / PROMOTER to build upon and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER / PROMOTER may choose by constructing a building thereon by way of the said construction is to be done according to the Burdwan Municipality by-laws, rules and regulations and not otherwise. The entire cost of construction of the building or whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of

materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permission and approvals. The OWNER shall not be required to contribute any amount in that regard. Be it mentioned here that the DEVELOPER / PROMOTER will have sole right and authority and shall be entitled to receive the price of the Lift, Transformers, Generators from the Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat OWNER in favour of the DEVELOPER / PROMOTER and the DEVELOPER / PROMOTER will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER / PROMOTER and the DEVELOPER / PROMOTER will have sole right and authority and shall be entitled to receive the price cum consideration amount of any excess work including the additional and excess work in the Flats from the Intending Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the Intending Flat OWNER in favour of the DEVELOPER / PROMOTER and the DEVELOPER / PROMOTER will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER.

- 4.2 The OWNER has 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 by the DEVELOPER / PROMOTER in the name of the owner, and/or the same is/will be awaiting SANCTION/APPROVAL from the Burdwan Municipality, 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 / PROMOTER shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect and the DEVELOPER / PROMOTER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER / PROMOTER shall bear all costs thereof for sanctioning the drawings/plans by the Burdwan Municipality and/or the other statutory authorities but without any modification or alteration of the same to construct any further floor or floors other than the permission of from Burdwan Municipality.
- 4.4 The OWNER hereby executed a Power of Attorney through this Deed only in favour of the DEVELOPER / PROMOTER only for the purpose of sanction/corrections and/or amendment of the plan of the building at

the said premises, and with sale right for the DEVELOPER'S ALLOCATION including the right to enter into agreement with the Intending Purchaser and to receive the earnest money as well as consideration amount in respect of the said 60% ALLOCATION of the DEVELOPER.

- 4.5 All applications, plans and other papers including the ARCHITECTS DRAWINGS / DOCUMENTS referred to above shall be submitted by the DEVELOPER / PROMOTER in the name of the OWNER of the said premises, but otherwise at the cost and expenses of the DEVELOPER / PROMOTER only and the DEVELOPER / PROMOTER 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 / PROMOTER shall be exclusively entitled to all REFUNDS of any and all payments and/or deposits and made by it in that account.
- 4.6 The DEVELOPER / PROMOTER is entitled to receive possession of the FIRST SCHEDULE mentioned property within 7 Days from the date of execution of this Deed and such possession shall be in continuance during the entire construction and selling process.
- 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 OWNER or if the OWNER does have more than one Khatian in her name then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to mutate the her name as per the provision of WBLC Act and Rules and Doctrine of "One Man One Khatian" without any further delay out of her own cost and expenses and in this respect the DEVELOPER / PROMOTER will simply cooperate but will not help and aid financially.
- 4.8 That if at the time of the execution of this 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 OWNER will be duty bound to take all initiatives to convert the nature and character of the property and to "Tamil" i.e., to incorporate and execute the said Conversion in the LRROR without any further delay out of their own cost and expenses and in this respect the DEVELOPER / PROMOTER will simply cooperate but will not help and aid financially.
- 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 OWNER will be duty bound to take all

initiatives to amalgamate or enamel the property without any further delay out of their own cost and expenses and in this respect the DEVELOPER / PROMOTER will simply cooperate but will not help and aid financially.

- 4.10 That if there any disputes regarding the Municipal Holding Number is present in regard to the First Schedule mentioned properties, then in that event within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to rectify and obtain the proper Holding Number of the Property from the Burdwan Municipality by incorporating her name in the Records of Burdwan Municipality in respect of the Holding Mutation and Records in respect of the property without any further delay out of their own cost and expenses and in this respect the DEVELOPER / PROMOTER will simply cooperate but will not help and aid financially.

ARTICLE V - TITLE DEEDS:

- 5.1 Immediately after the execution of this agreement the OWNER shall hand over the Photocopies of all original Title Deed and other papers and writings including the Photocopies of last paid up Municipality Tax Receipts and the other Bills including Photocopies of Revenue Receipt issued by the Government of West Bengal through B.L.L.R.O, Burdwan-1 relating to the said First Schedule mentioned premises of and/or for necessary searches, to the DEVELOPER / PROMOTER for inspection and record.
- 5.2 The DEVELOPER / PROMOTER shall be entitled for detailed inspection of the original titled deeds. The OWNER shall strictly unconditionally keep the original Title Deeds in her Own custody so that for the DEVELOPER / PROMOTER or for the Advocate of the DEVELOPER / PROMOTER it will be convenient for inspection.
- 5.3 Subject to the provisions contained herein, the OWNER has and possesses a marketable title to the said premises and the same is free from all encumbrances, charges, liens, lis-pendenses, attachments, trusts whatsoever or howsoever as mentioned above.
- 5.4 The deed of conveyance or deeds of conveyance shall be executed by the OWNER and/or the DEVELOPER / PROMOTER as the case may be in such part or parts as the DEVELOPER / PROMOTER shall require. The cost and expenses involved for construction shall be borne and paid by the DEVELOPER / PROMOTER alone.

ARTICLE VI - EXECUTION OF THE PROJECT:

6.1 As per the plans which has been sanctioned by the Burdwan Municipality and the OWNER through her constituted Power of Attorney holder namely "SQUARE FOOT" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Baranilpur More, Opp. Of Sainik Bhawan, P.O.- Sripally P.S. - Burdwan, Sadar District - Purba Burdwan, West Bengal, Pin -713103, PAN: AFFF33734R represented by its All Representative Partners namely, (I) SANGIT KUMAR GHOSH, s/o - Late Krishna Kishore Ghosh, by Nationality Indian, by faith Hindu, by occupation Business, resident of 150, B.C. Road, Barabazar, Indian Bank, Barabaz Kutir, P.O.- Rajbati, P.S.- Burdwan, Dist- Purba Bardhaman, Pin-713104 (W.B.) PAN-AFJJPG1699B; (II) SOUMEN BANERJEE, S/o Late Arobinda Banerjee, by Nationality Indian, by faith Hindu, by occupation Business, resident of VTC, Hatigpur, P.O.- Natunmohanpur, P.S.- Raina, Dist- Purba Bardhaman, Pin- 713124, (W.B.), PAN: CBFFB9702E; and (III) RAJIB ROY S/o Subhendu Sundar Roy, by Nationality Indian, by faith Hindu, by occupation Business, resident of Baranilpur More, Opp. Sainik Bhawan, P.O.-Sripally, P.S.- Burdwan, Dist- Purba Bardhaman, Pin- 713103 (W.B.); PAN: AVZPR1088F, having obtained all necessary permission, approvals and sanctions, the DEVELOPER / PROMOTER will ipso facto get the privilege to commence construction in respect of the portion of the premises in the possession of the OWNER. The construction will be in accordance with the Burdwan Municipality sanctioned plans. The OWNER shall allow the DEVELOPER / PROMOTER 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 OWNER shall not prevent the DEVELOPER / PROMOTER of the said premises from constructing the building in accordance with the plans sanctioned by the Burdwan Municipality.

6.2 In as much as the construction on the said premises is concerned the DEVELOPER / PROMOTER shall act as licensee of the OWNER and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNER to carry out the construction of the proposed building which is to be completed and the entire project inclusive of selling out of all the Flats and Parking Spaces within the permissible tenure of the Building Sanction Plan and the same will be considered completed only after obtaining the Completion Certificate from the Burdwan Municipality or the concerned Authority as the applicable unless the DEVELOPER / PROMOTER 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, save and except that the DEVELOPER / PROMOTER 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 / PROMOTER shall not be entitled to use the said property for any other purposes other than the purpose of construction of the building in accordance with the sanctioned plan, even if such usage of the said property is collaterally or parallelly connected with the said construction work.

6.3 The OWNER will resume to be in possession over the said First Schedule mentioned property, in respect to her, Allotment and Portion of the Constructed Building after the expiry of permission tenure of the Building plan as sanctioned by Burdwan Municipality considering it to be completed in all aspect along with all provision of water supply and electricity supply unless the DEVELOPER / PROMOTER 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. The OWNER or any of her agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during this period the DEVELOPER / PROMOTER will enjoy the right of absolute possession over the SAID PROPERTY.

6.4 That subject to Clause No. 6.2 and Clause 6.3 of this Agreement, if the DEVELOPER / PROMOTER fails to carry out the project within the aforesaid time-frame and if the DEVELOPER / PROMOTER fails to construct the proposed building within the stipulated time, then from that point of time and from that very moment only this agreement would be considered to have been terminated and frustrated without any notice and without any consent of the DEVELOPER / PROMOTER and this Agreement along with its all ancillary and collateral power will cease and come to an end ipso facto without any further document and the DEVELOPER / PROMOTER hereby renders not to raise any objection in this regard in future either before any court and/or any other tribunal and/or any other statutory body and the OWNER will take possession over the entire property along with constructed building irrespective of allocated share and the DEVELOPER / PROMOTER will be bound to vacate the premises without any objection instantly and moreover in such event the OWNER will keep and retain the entire consideration amount which was paid by the DEVELOPER / PROMOTER in favour of the OWNER in pursuance of this Agreement and also shall take over the possession and ownership of the constructed portion of the building and by no means the DEVELOPER / PROMOTER will have any right, title and interest to claim or ask such consideration and/or any

reimbursement for the above said construction and if any claim is made then such claim will be invalid and negligible even in the eyes of law and also in all courts, forums and tribunals as well as before the Arbitrator.

ARTICLE VII - SPACE ALLOCATION

- 7.1 The DEVELOPER / PROMOTER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER / PROMOTER only and no one else but the said building is to be constructed by the manner and way with all specifications as stated in the Third Schedule of this Indenture.
- 7.2 The OWNER shall be ENTITLED to the OWNERS' ALLOCATION as defined in Clause 1.6 of this agreement.
- 7.3 The OWNER shall be entitled to sell, transfer and/or otherwise deal with the 40% share of the OWNERS' 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 as well as West Bengal Municipal Act and/or by any other law for the time being in force.
- 7.4 In consideration of the DEVELOPER'S having constructed the building at its own costs and provided for the OWNERS' allocation as above, the DEVELOPER / PROMOTER shall be entitled to the remaining total super built up space in the said building including common parts and areas.
- 7.5 The OWNER shall be entitled to sell, transfer and/or otherwise deal with the OWNERS' ALLOCATION or Space i.e., the Space as per the OWNERS' Allocation or Space and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee from OWNERS' ALLOCATION only by the DEVELOPER / PROMOTER where the cost and expenses of such installation must be incurred by the intending purchaser/transferee and such expenses should be reimbursed to the DEVELOPER / PROMOTER by the intending purchaser/transferee.
- 7.6 The common area/facilities shall be jointly owned by the OWNER and the DEVELOPER / PROMOTER for the common use and enjoyment of OWNER'S/ DEVELOPER'S ALLOCATION of space. Here it must be mentioned that the OWNER will get and obtain 40% of the proposed building being the residential building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality with the permission to construct one Ground (G) Plus (+) Multi- Storied Residential Building to be comprised of Residential Flats and Parking Spaces as per her share over land more specifically mentioned in the Schedule,

i.e., the OWNER will altogether obtain the entitlement of 40% in respect of the entire proposed building which she will retain and which shall be computed and shall be limited to 40 % Allocation in the Entire part of the Ground Floor and Parking Space Area on the Ground Floor of the said Building and 40 % Allocation of the Total Number of Flats, (the location and position of which will be mutually decided among the parties after obtaining the Building Plan sanctioned from the Burdwan Municipality) and since OWNER has obtained an Adjustable Security Deposit of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) from the DEVELOPER, the DEVELOPER / PROMOTER will have unfettered right to get back the entire Rs. 30,00,000/- (Rupees Thirty Lakhs Only) without any interest, after completion of the said project within a period of 36 (Thirty Six) months from this day or within 03 (three) months of getting the Completion Certificate from the concerned Authority or from the Authority of Burdwan Municipality as applicable which ever is earlier and in case of any failure to complete the project within 36 (Thirty Six) months from this day, the Security Deposit will get adjusted as an investment from the DEVELOPER for completion of the project.

- 7.7 The DEVELOPER / PROMOTER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion i.e., Total Constructed Portion along with all other areas and flats in the said Building including the remaining areas of the of the proposed building save and except the OWNERS' allocated portion i.e., 40% of the Total Constructed Portion as stated in the aforesaid Clause No. 1.7 of this Indenture which is not attached with the OWNER'S 40% ALLOCATION i.e., the aforesaid DEVELOPER / PROMOTER shall obtain its Allocation which will be limited to 60% allocation in respect of the entire proposed building which is not attached with the OWNER'S 40% ALLOCATION and which shall be computed and shall be limited to 60 % Allocation in the Entire part of the Ground Floor and Parking Space Area on the Ground Floor of the said Building and 60 % Allocation of the Total Number of Flats, (the location and position of which will be mutually decided among the parties after obtaining the Building Plan sanctioned from the Burdwan Municipality).
- 7.8 Both the OWNER and the DEVELOPER / PROMOTER shall extend their best efforts in selling the constructed floor space at the maximum price; be it mentioned here that if the DEVELOPER / PROMOTER fails to provide and give the aforesaid areas of the Flats which are to be allotted to the OWNER as per this Agreement and provides less quantum/area of the agreed area of the Flats then the DEVELOPER / PROMOTER will be

liable and duty bound to pay to the OWNER as the case may be the price of the said less area provided as per the prevailing market value as per the sale price of other flats in the same building but if the DEVELOPER / PROMOTER allots and/or allocates any excess area/quantum of area of the said flats(s) then the OWNER individually or jointly will not be liable to pay any excess amount to the DEVELOPER.

- 7.9 In so far as the roof right is concerned, the entire roof right will be devolved upon the OWNER except the common facilities attached with the terrace such as water tanks, antenna, common use of terrace etc but the Ground Floor Right and Allocation will be devolved upon the DEVELOPER / PROMOTER and OWNER jointly and together as per their share allocation ratio of 60:40 only within the limit of 11.55 Decimals (A Little More or Less) upon which the Building Plan will be sanctioned by Burdwan Municipality.
- 7.10 On completion of the building and after obtaining the Completion Certificate from the Authority of Burdwan Municipality or any other concerned Authority, but before giving possession, both the OWNER and the DEVELOPER / PROMOTER will conduct a joint survey of the carpet, area, covered/built-up area and super built up space/area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocations.
- 7.11 That the DEVELOPER / PROMOTER shall alone have the right to allocate flats and parking spaces to the intending purchasers from the DEVELOPER'S ALLOCATION only and the OWNER shall have no right whatsoever to allocate any flats and parking spaces to the intending purchasers from the DEVELOPER'S ALLOCATION and the DEVELOPER / PROMOTER will have no right to construct further floors in the said proposed building in future unless and until the OWNER agrees to do so by procedures established by law.

ARTICLE VIII - COMMON FACILITIES:

- 8.1 As soon as the building will be completed, the DEVELOPER / PROMOTER shall give written Notice cum Possession Certificate along with the Completion Certificate from the Burdwan Municipality or the Concerned Authority, to the OWNER requiring the OWNER to take possession of her share of allocation in the building and as from date of service of such notice or issuance of such Certificate along with the said Completion 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 OWNER shall punctually and regularly pay the proportionate share of the said rates to the concerned authorities or to the DEVELOPER / PROMOTER or otherwise as specified hereinafter and shall keep the DEVELOPER / PROMOTER indemnified against all claims, actions, demand, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the DEVELOPER / PROMOTER as the case may be consequent upon a default by the OWNER in this behalf in respect of their proportionate share of the said rates during the validity of this Development Agreement.
- 8.3 As and from the date of receipt of the Possession Certificate along with the Completion Certificate, the OWNER shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER / PROMOTER or to the FLAT OWNERS' allocation or other entity/person specified hereinafter service charges for the common facilities in the building payable with respect to the OWNERS' 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 equipments, 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 OWNERS' ALLOCATION or any part thereof the OWNER shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.

ARTICLE IX - CONSIDERATION

- 9.1 That the OWNER is entitled to receive an Adjustable Security Deposit of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) which may be refunded without any interest, on completion of the Project but there is no consideration amount in lieu of the 'OWNERS' ALLOCATION' as defined in Clause 1.6 of this agreement from the DEVELOPER. The OWNER shall retain her undivided proportionate share or interest share or interest in her land of the said First Schedule mentioned property, in proportion to the constructed area allotted to her as per OWNERS' ALLOCATION.
- 9.2 That OWNER is entitled to get a total sum of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) as the Adjustable Security Deposit of the Project (The

payment process is specifically detailed in the Second Schedule of this Agreement) and the DEVELOPER / PROMOTER Firm will have unfettered right to get back the entire Rs. 30,00,000/- (Rupees Thirty Lakhs Only) without any interest, after completion of the said project within a period of 36 (Thirty Six) months from this day or within 03 (three) months of getting the Completion Certificate from the concerned Authority or from the Authority of Burdwan Municipality as applicable which ever is earlier and in case of any failure to complete the project within 36 (Thirty Six) months from this day, the Security Deposit will get adjusted as an investment from the DEVELOPER for completion of the project.

- 9.3 That in respect of the DEVELOPER'S ALLOCATION of 60% out of the Total Constructed Portion of the Building, the DEVELOPER / PROMOTER shall receive the consideration price from the Intending Purchasers as per the agreed terms and conditions upon set forth consideration amount and the schedule of payment, payable by the Intending Purchasers for the total DEVELOPER'S ALLOCATION which will be adjusted after receiving advance from the Intending Purchasers against the Flat and/or Parking Space at the time of execution of Agreement of Sale and the same will/may also be adjusted from the consideration amounts of the Flat/Residential Units and/or Garage/ Parking Space at the time of Execution of the Deed of Conveyance.

ARTICLE X - TIME FOR COMPLETION:

- 10.1 The entire project inclusive of selling of all flats and parking spaces shall be completed within 36 months from this day of execution of this Agreement or after obtaining the Completion Certificate from the Burdwan Municipality or the Competent Authority whatsoever before the expiry of permission tenure of the Building plan as sanctioned by Burdwan Municipality, whichever is earlier, unless the DEVELOPER / PROMOTER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJEURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to FORCE MAJEURE.

ARTICLE XI - MISCELLANEOUS:

- 11.1 The OWNER and the DEVELOPER / PROMOTER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or construed as a joint venture between the OWNER and the DEVELOPER / PROMOTER nor shall the OWNER and the DEVELOPER / PROMOTER in any manner constitute an association of persons.

- 11.2 The DEVELOPER / PROMOTER shall not be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm or to any third party being an individual and/or juristic entity by any means.

- 11.3 All dealings to be made by the DEVELOPER / PROMOTER in respect of 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 / PROMOTER itself and in certain cases with legal necessity it may be made in the name of the OWNER but any such dealings shall not create or foster in any manner any financial, civil and/or criminal liability of the OWNER and the OWNER will not be liable in any case or circumstance in respect of the said project as well as for any financial liability of the DEVELOPER / PROMOTER either in its name or in the name of the present OWNER to any Third Party including the Purchaser/Customers.

- 11.4 The DEVELOPER / PROMOTER 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, tempest, civil commotion strike, any kind of boycott or strike, lock down, pandemic outbreak, procedural delay, constitutional and financial emergency and other legal emergency or any other act or commission beyond the control of the party affected thereby.

- 11.6 The DEVELOPER / PROMOTER 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 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.

- 11.7 It is understood that from time to time to enable the 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 / PROMOTER for which the DEVELOPER / PROMOTER may require the authority of the OWNER and various applications and other documents may be required to be signed or made by the OWNER relating to which no specific provision has been made herein, the OWNER hereby authorizes the DEVELOPER / PROMOTER to do all such acts, deeds, matters and things and undertakes, forthwith upon being required by the DEVELOPER / PROMOTER in this behalf to execute any, such additional powers or authorities as may be required by the DEVELOPER / PROMOTER 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 OWNER and by giving prior information.

- 11.8 The DEVELOPER / PROMOTER shall frame the rules and regulations regarding the user and rendition of common services till also the common restrictions, which have to be normally kept in the same till transfer of the ownership flats.
- 11.9 The OWNER and DEVELOPER / PROMOTER hereby agree to abide by all the rules and regulations of such management Society / Association / Holding Organization and hereby give their consent to abide by the same till such period of formation of the Association/Society under the West Bengal Apartment Ownership Act, 1972 or similar such Act for the time being in force.
- 11.10 Any notice required to be given by the DEVELOPER / PROMOTER shall be without prejudice to any other mode of service available be deemed to have been served on the OWNER 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 OWNER or the said premises or any part thereof to the DEVELOPER / PROMOTER or creating any right, title or interest in respect thereof in favour of the DEVELOPER / PROMOTER other than exclusive license to the DEVELOPER / PROMOTER to commercially exploit the same in terms thereof.
- 11.12 As and from the date of receipt of the completion certificate of the building from the Burdwan Municipality or the concerned Authority the DEVELOPER / PROMOTER and/or its transferees and the OWNER and/or her 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 The DEVELOPER / PROMOTER shall install any equipment or/and erect and maintain in the said premises at its own cost all facilities required for execution of the project.
- 11.14 The OWNER shall pay and bear all property taxes and other dues and outgoings in respect of the said premises accruing and due till the date of handing over possession of the premises (for the commencement of work at the said premises) to the DEVELOPER / PROMOTER by the OWNER.
- 11.15 That for the expenses in regard to preparation and registration of this present instrument, the DEVELOPER / PROMOTER shall bear the entire estimated expenses of this instrument and presently the expenses including

the payable Stamp Duty as well as Legal Fees and also the Miscellaneous Fees for preparing, drafting and registering this Instrument.

- 11.16 That the building along with the Residential Flats and Parking Spaces should be constructed as per the specification given in the Third Schedule mentioned hereunder.
- 11.17 That the project and the Building constructed at the said premises will be named and styled as "SHAMBHAVI APARTMENT" and the same shall always be known by the said name. The Association, the Maintenance agency, the Purchaser/s herein and/or the Unit/Flat/Car parking OWNER and Occupiers shall not be entitled to change the same name under any circumstances whatsoever.

ARTICLE XII - POWER OF ATTORNEY:

- 12.1 In respect of the Allocation of the Developer, i.e., the DEVELOPER / PROMOTER 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 60% 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 Account(s) of the DEVELOPER / PROMOTER Firm; to enter into an agreement for sale on behalf of the Executant / Executor of this Power of Attorney being the OWNER and to execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and to present the same and shall to admit the execution and registration thereof and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed 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 of prospective purchasers and to admit the execution thereof on behalf of the owner/ executant 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-storeyed 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 purchasers and to receive the consideration amount in respect of its allocated portion of the proposed

multi-storeyed building on and over the First Schedule mentioned property and to deposit the said amount in the Bank Accounts of the DEVELOPER / PROMOTER 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 / PROMOTER being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER / PROMOTER 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-storeyed 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 OWNER are required, hence for the said reason the OWNER hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER / PROMOTER may smoothly and uninterruptedly carry on and continue its works. Hence the Power of Attorney for Development Purpose, for Selling Purpose as well for other associated and ancillary Purpose is being executed on the following effects;

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNER, I CHANDRIMA CHOWDHURY daughter of late Parimal Bikash Chowdhury, by faith Hindu, by occupation House-wife, resident of Baranilpur, Ithaha Road, P.O- Sripally, P.S- Bardhaman Sadar, Dist Purba Bardhaman, West Bengal-713103; (PAN: AHAPC4960C), SEND GREETINGS:-

WHEREAS the Executant /Executor of this Power of Attorney is the OWNER of the immovable properties consisting of a plot of land and structure thereon and which is more particularly described in First Schedule hereunder written.

AND WHEREAS Executant /Executor of this Power of Attorney being the OWNER intended and proposed to develop the said First Schedule mentioned property construction and erecting and constructing new multi-storied building with flats and car parking spaces therein and to utilize the land to aid and support the process of construction of the multi-storeyed residential building inclusive of Residential Flats and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities and intended to sell on ownership basis to the intending purchaser/purchasers.

AND WHEREAS in connection to such proposal, Executant /Executor of this Power of Attorney being the OWNER hereby execute this Development Agreement being this Indenture in favour of the DEVELOPER / PROMOTER only for Development and Construction of the said project over the First Schedule mentioned land and in the said Agreement the Executant /Executor of this Power of Attorney being the OWNER has already confirmed that for purpose of the said Agreement, one Registered Power of Attorney will be executed in favour of the Developer, i.e., the Holder of this Power of Attorney and for the same purpose Executants/Executors of this Power of Attorney being the OWNER is hereby executing this Power of Attorney.

AND WHEREAS Executant /Executor of this Power of Attorney being the OWNER is currently unable to attain and manage all matters regarding the construction and also regarding the other paper-works due to their health problem and also due other occupations and habitation issues.

AND WHEREAS due to the everyday household activities and to look after and raise her only teenaged daughter the Executant /Executor of this Power of Attorney being the OWNER has to face a time constraint in appending her signature to various deeds, documents, consents and other instruments and therefore this Executant /Executor of this Power of Attorney being the OWNER, appoints the DEVELOPER / PROMOTER namely "SQUARE FOOT" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Boronilpur More, Opp. Of Sainik Bhawan, P. O.- Sripally P.S - Burdwan, Sadar District - Purba Burdwan, West Bengal, Pin -713103, PAN. AFFF53754R represented by its All Representative Partners namely, (I) SANGIT KUMAR GHOSH, s/o - Late Krishna Kishore Ghosh, by Nationality Indian, by faith Hindu, by occupation Business, resident of 150, B.C. Road, Barabazar, Indian Bank, Banabes Kutar, P.O.- Rajbati, P.S.- Burdwan, Dist- Purba Bardhaman, Pin-713104 (W.B) PAN- AFFFPG1699B; (II) SOUMEN BANERJEE, S/o Late Arobinda Banerjee, by Nationality Indian, by faith Hindu, by occupation Business, resident of VTC, Haripur, P.O.- Natumoharpur, P.S.- Rana, Dist- Purba Bardhaman, Pin-713124 (W.B.), PAN. CHFFB9702E; and (III) RAJIB ROY S/o Subhendu Sankar Roy, by Nationality Indian, by faith Hindu, by occupation Business, resident of Baranilpur More, Opp. Sainik Bhawan, P.O.- Sripally, P.S.- Burdwan, Dist- Purba Bardhaman, Pin- 713103 (W.B.); PAN. AVZPR1086F; as the Attorney or Agent of the Executant / Executor of this Power of Attorney being the OWNER with full power to construct proposed new building/apartments

by developing the same in the First Schedule mentioned land and thereafter stated on the behalf of the Executant/Executor of this Power of Attorney being the OWNER and in the names of the Executant/Executor of this Power of Attorney being the OWNER and which the said Attorney has agreed to do and the same hereby been executed in regard to the terms to which Executant/Executor of this Power of Attorney being the OWNER agreed upon as per the Agreement for Development.

NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTANTS / EXECUTORS OF THIS POWER OF ATTORNEY BEING THE OWNER NAMELY: CHANDRIMA CHOWDHURY daughter of late Parimal Bikash Chowdhury, by faith Hindu, by occupation House-wife, resident of Baranilpur, Ithaha Road, P.O- Seipally, P.S- Bardhaman Sadar, Dist Purba Bardhaman, West Bengal-713103; (PAN : AHAPC4960C); Do hereby nominate constitute and appoint "SQUARE FOOT" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Boranilpur More, Opp. Of Sainik Bhawan, P. O.- Seipally P.S.- Burdwan, Sadar District - Purba Burdwan, West Bengal, Pin -713103, PAN. AEFFS3754R represented by its All Representative Partners namely, (I) SANGIT KUMAR GHOSH, s/o - Late Krishna Kishore Ghosh, by Nationality Indian, by faith Hindu, by occupation Business, resident of 150, B.C. Road, Barabazar, Indian Bank, Banabas Kutir, P.O.- Rajbati, P.S.- Burdwan, Dist- Purba Bardhaman, Pin- 713104 (W.B) PAN-AFJPG1699B; (II) SOUMEN BANERJEE, S/o Late Arubinda Banerjee, by Nationality Indian, by faith Hindu, by occupation Business, resident of VTC, Haripur, P.O.- Natunochampur, P.S.- Rainsa, Dist- Purba Bardhaman, Pin- 713124, (W.B.), PAN, CBFPB9702E; and (III) RAJIB ROY S/o Subhendu Sundar Roy, by Nationality Indian, by faith Hindu, by occupation Business, resident of Baranilpur More, Opp. Sainik Bhawan, P.O.- Seipally, P.S.- Burdwan, Dist- Purba Bardhaman, Pin- 713103 (W.B.); PAN: AVZPR1098F; to be her true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on behalf of her and in her name viz.

1. To work, manage, control and supervise the management of all and administer the properties of the Executants/Executors of this Power of Attorney being the OWNER as mentioned in below.
2. To sign all letters (including the written consent of the Executant/Executor of this Power of Attorney being the OWNER to the DEVELOPER / PROMOTER or prospective buyers or agreements with

such prospective buyers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executants/Executors of this Power of Attorney being the Owner, assurances or any other instruments requiring the signature of the Executants/Executors of this Power of Attorney being the Owner.

3. To appear before the Burdwan Municipality and to do all acts deeds and things in relation to the completion of mutation in the names of the Executant /Executor of this Power of Attorney being the OWNER and to sign on giving acknowledgements receipt on behalf of the Executant /Executor of this Power of Attorney being the Owner.
4. For the more better and more effectual execution of the powers and authorities aforesaid, the attorney of the Executant /Executor of this Power of Attorney being the OWNER shall be entitled to present and/or to acknowledge any of the various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executant /Executor of this Power of Attorney being the Owner, assurances or any other instrument requiring the signature of the Executant /Executor of this Power of Attorney being the OWNER before the Registrar, Notary, Oath, Commissioner or other public authorities as if the same was duly executed by the Executant /Executor of this Power of Attorney being the OWNER and to do and perform all or any other acts, deeds and things in connection therewith, as may be necessary or expedient if such registration or presentation shall be necessary as fully and effectually as could be done by the Executant /Executor of this Power of Attorney being the OWNER personally.
5. To receive for safe custody various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executant /Executor of this Power of Attorney being the Owner, assurances or any other instrument requiring the signature of the Executant /Executor of this Power of Attorney being the OWNER and signed by them under these presents and hand over the same for safe custody.
6. To present the Executant /Executor of this Power of Attorney being the OWNER if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on behalf of the Executant /Executor of this Power of Attorney being the OWNER for the purpose of conducting the litigations, if any, as the

said attorney of the Executant /Executor of this Power of Attorney being the OWNER shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent as the case may be.

7. To sign verify and affirm by affidavit, if the occasion so arises, of all plaints written statements, petitions, Memorandum of Appeal, Stay Applications and all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defence of such litigation of the said immovable property specifically mentioned in the First Schedule hereinafter.
8. For the aforesaid purpose or any of them to do everything which is generally required to be done in connection with the signing or execution of any of the abovementioned documents usually to be done by the Executant /Executor of this Power of Attorney being the OWNER and to sign generally on behalf of any in OWNER'S name including the approval of the said document or documents. Purchaser of flats may required if necessary and for that purpose the said attorney of the Executant /Executor of this Power of Attorney being the OWNER is hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Additional Sub Registrar or Joint-Registrar or Deeds and Assurances or any other registering authority officer of officers as occasioned shall or may require.
9. AND thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executant /Executor of this Power of Attorney being the OWNER shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executant /Executor of this Power of Attorney being the OWNER further agree and undertake that all the signatures executed by them on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executant /Executor of this Power of Attorney being the OWNER or any other instrument requiring our signature in connection with and all acts, deeds and things in connection therewith and lawfully done by the said attorney of the Executant /Executor of this Power of Attorney being the OWNER shall be construed as being signed and/or executed by the Executant /Executor of this Power of Attorney being the OWNER and/or done by herself.
10. To execute and effect all repairs, alterations, constructions major or minor, that may be deemed necessary for the purpose of maintenance of the property mentioned above and to engage labours, contractors, job-men, technicians and engineers for such purpose and to enter into contracts for

the same in the name of the Executant /Executor of this Power of Attorney being the Owner.

11. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.
13. To prepare building plan, design work and to put signature on behalf of the Executant /Executor of this Power of Attorney being the OWNER as the lawful attorney of the Executant /Executor of this Power of Attorney being the OWNER in the building plan drawings and other allied necessary papers and apply for the sanction of building plan and deposit all fees to the concerned authority in the name of the Executant /Executor of this Power of Attorney being the OWNER and on behalf of the Executant /Executor of this Power of Attorney being the OWNER in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in the modified plan all papers, documents, affidavits declaration & register boundary declaration, splayed corner, and strip of land relating thereto and receive the same from the said Burdwan Municipality or any other competent authority against acknowledgement receipt on behalf of the Executant /Executor of this Power of Attorney being the OWNER as the lawful attorney of the Executant /Executor of this Power of Attorney being the Owner.
14. To appear for and on behalf of the Executant /Executor of this Power of Attorney being the OWNER in office of the WBSEDCL, West Bengal Electricity Supply, Burdwan Municipality or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.
15. To sign, execute and verify and file all plaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in

the said subject on behalf of the Executant /Executor of this Power of Attorney being the Owner. And the Executant /Executor of this Power of Attorney being the OWNER do hereby ratify, agree and undertake to ratify and conform all acts deeds the attorney of the Executant /Executor of this Power of Attorney being the OWNER shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.

16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.
17. To appoint an architect and to get the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities concerned in respect of the proposed building.
18. To make necessary applications and to sign all papers, to appear before the Burdwan Municipality, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities.
19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of Residential Flats and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the sanctioned plans and according to specifications & other requirements of the Burdwan Municipality and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.
20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
22. To pay any deposit and pay moneys required to be deposited with the Burdwan Municipality and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.

23. To pay all the taxes to the concern authority relating to the said property until the completion of the building and to transfer defined and demarcated areas from DEVELOPER'S ALLOCATION.
24. To file or defend any suit on behalf of the Executants/Executors of this Power of Attorney being the OWNER regarding the First Schedule mentioned property and to sign, verify plaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executants/Executors of this Power of Attorney being the Owner.
25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
26. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
27. To accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
28. To apply for the inspection of and to inspect any Judicial records any records of any office or offices.
29. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executant /Executor of this Power of Attorney being the OWNER is or may be party or any way interested.
30. To negotiate for sale of the Allocation made in favour of the DEVELOPER / PROMOTER being the DEVELOPER'S ALLOCATION in Clause No. 1.7 and also the OWNER'S right save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 in the proposed building by this Registered Deed of Development Agreement with Power of Attorney, in respect of the proposed construction to be made on and over the First Schedule Mentioned Property and to settle the consideration amount in respect of DEVELOPER'S ALLOCATION and also the OWNER'S right save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 in the proposed building in respect of the proposed construction which is to be made in respect of the First Schedule mentioned property

and to settle the consideration amount and to receive the consideration amount in respect of the DEVELOPER'S ALLOCATION and to deposit the said amount in the Bank Accounts of the DEVELOPER.

31. To execute, sign and enter into an Agreement For Sale on behalf of the Executants /Executor of this Power of Attorney being the OWNER in respect of the Allocation made in favour of the DEVELOPER / PROMOTER being the DEVELOPER'S ALLOCATION in Clause No. 1.7 and also the OWNER'S right save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 in the proposed building by this Registered Deed of Development Agreement with Power of Attorney in respect of the proposed construction to be made on and over the first schedule mentioned property and execute the Agreement For Sale by receiving the advance amount in respect of the DEVELOPER'S ALLOCATION and also the OWNER'S right save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 in the proposed building and to appear before the registering authority and by presenting the same and to admit it after execution for registration in respect of the DEVELOPER'S ALLOCATION and also the OWNER'S right save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 in the proposed building to receive the consideration amount on behalf of the OWNER as well as the DEVELOPER / PROMOTER in respect of the DEVELOPER'S ALLOCATION and to deposit the said amount in the Bank Accounts of the DEVELOPER.
32. To sign, admit and execute and register the sale deed in favour of the prospective purchasers in respect of the Allocation made in favour of the DEVELOPER / PROMOTER being the DEVELOPER'S ALLOCATION in Clause No. 1.7 of this Registered Deed of Development and also the OWNER'S right save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 in respect of the proposed construction to be made on and over the first schedule mentioned property and to receive consideration from them in respect of the Allocation made in favour of the DEVELOPER / PROMOTER being the DEVELOPER'S ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement and also the OWNER'S right save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 in respect of the proposed construction to be made on and over the first schedule mentioned property and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owner/Executant in respect of the DEVELOPER'S ALLOCATION and also the OWNER'S right save and except the OWNER'S 40%

ALLOCATION as per Clause No. 1.6 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 on behalf of the OWNER and/or DEVELOPER / PROMOTER and to deposit the said amount in the Bank Accounts of the DEVELOPER.

33. To receive the entire amount of the consideration amount from all the purchasers and to receive the consideration amount on behalf of the OWNER and/or DEVELOPER / PROMOTER in respect of the Allocation made in favour of the DEVELOPER / PROMOTER being the DEVELOPER'S ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement and also the OWNER'S right save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 in respect of the proposed construction to be made on and over the first schedule mentioned property and to deposit the said amount in the Bank Accounts of the DEVELOPER / PROMOTER except the money received for the OWNER'S Allocation in respect of its allocation and remaining amount of the said consideration amount of the flats and parking spaces are to be adjusted by the DEVELOPER / PROMOTER being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER / PROMOTER Firm incurred and made as per the terms and conditions of this Agreement.
34. To Register the Agreement for Sale Deed and/or also Sale Deed in favour of the prospective purchasers in respect of the Allocation made in favour of the DEVELOPER / PROMOTER being the DEVELOPER'S ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement with Power of Attorney and also the OWNER'S right save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6, in respect of the proposed construction to be made on and over the first schedule mentioned property in any Registering Office by representing the OWNER and by signing on her behalf and by admitting any document and deed on her behalf and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owner/ Executant 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 on behalf of the OWNER and/or the DEVELOPER / PROMOTER for self.
35. To sign, admit and execute the Sale Deed in favour of the prospective purchasers in respect of the OWNER'S right save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 in respect of the

proposed construction from the OWNER'S ALLOCATION and also the Entire Constructed and Saleable Portion i.e., all the Flats in the Entire Building inclusive of the Multiple Flats and Parking Spaces save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 in respect of the proposed construction and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit the same for execution thereof on behalf of The Owner/ Executant 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 on behalf of the OWNER and to make adjustment by keeping the SECOND SCHEDULE mentioned amount of money in their account in connection to making adjustment in respect of the advance money obtained and received by the OWNER in respect of the said rest portion of the OWNER'S allocated 40% allotment in respect of the entire constructed area save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 and also the Entire Constructed and Saleable Portion i.e., all the Flats in the Entire Building inclusive of the Multiple Flats save and except the OWNER'S 40% ALLOCATION as per Clause No. 1.6 in respect of the proposed construction. Be it mentioned here that after making the adjustment and reimbursement, the DEVELOPER / PROMOTER will deposit the rest amount of received to the Bank Account of the OWNER as the consideration money received out of the Sale Proceeds.

36. To deliver the possession in favour of the buyer on behalf of the Executants/Executors of this Power of Attorney being the Owners.
37. Generally to Act as the Attorney or Agent of the Executants/Executors of this Power of Attorney being the OWNER in relation to the matter aforesaid and all other matters in which the Executants/Executors of this Power of Attorney being the OWNER may be interested or concerned and on behalf of the Executants/Executors of this Power of Attorney being the OWNER to execute and to do all deeds, acts, or things as fully and effectual in all respect as the Executants/Executors of this Power of Attorney being the OWNER and/or themselves to do if personally present.

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. In any event if the appointment of Sole Arbitrator is not possible then there will an Arbitration under 2 (Two) Arbitrators among whom, 1 (One) shall be appointed by the OWNER and another 1 (One) shall be appointed by the DEVELOPER / PROMOTER and if the said 2 (Two) Arbitrators thinks it fit and proper, then they will have the liberty to appoint one Presiding Arbitrator/Umpire in respect of such Arbitration and in that event the award made and published in the said Arbitration Proceeding shall be final and binding on the parties hereto.

ARTICLE XIV - JURISDICTION:

- 14.1 Purba Bardhaman Court alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties but no suit filed and instituted by the OWNER shall lie in any Court unless and until the dispute has been referred to and disposed off by way of an Arbitration Proceeding and in all that events the Jurisdiction of the Court are expressly barred by virtue of operation of Arbitration and Conciliation Act but whereas the DEVELOPER / PROMOTER in respect of violation of any condition of this Agreement may prefer to file and institute any civil suit or criminal case in any court of law and in that event the Jurisdiction of either the Civil or Criminal Court will not be barred and in this regard the parties with all free consent and full satisfaction with undertaking to not to raise any objection and claim in future, unconditionally accepts this point along with other points.

The Stamp Duty over the value assessed by A.D.S.R., Bardwan has been duly paid by the Party to the SECOND PART. The photos, finger prints, signatures of OWNER, the DEVELOPER / PROMOTER is annexed herewith in separate sheets, which will be treated as the part of this Deed.

THE FIRST SCHEDULE ABOVE REFERRED TO (Property Details)

ALL THAT piece and parcel of Bastu class of land a title more or less 11.55 Decimals or more or less 5040 (Five Thousand Forty) Square Feet or more or less (07) Seven Cottahs comprising in L.R. Plot No- 1671 (One Thousand Six Hundred Seventy One), appertaining to L.R. Khatian No- 4883 (Four Thousand Eight Hundred Eighty Three), lying and situated at Mouza Balidanga, [L. No- 35 (Thirty Five), Ward No- 14 (Fourteen), Holding No- 2 (Two), Chhotanilpur West Para Mahalla, within the jurisdiction of Bardwan Municipality, A.D.S.R.

Office Burdwan, P.S – Bardhaman Sadar, Dist- (Purba Bardhaman), in the State of West Bengal.

AND THE SAID PREMISES IS BUTTED AND BOUNDED BY

In the North: 20 Ft. Idhata Road (Metal Road)
In the South: Basak Para
In the East: Residential Building of Anil Roy
In the West: Residential Building of Bhramar Rani Debi, Arun Bhattacharya & Ramen Roy.

TOTAL AREA OF PROPERTY GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT:-

ALL THAT piece and parcel of land measuring an total area of 00.1155 Acre (A More or Less) or 11.55 Decimals (A More or Less) equivalent to 07 Cottahs (A More or Less) or 9040 (Five Thousand Forty) Square Feet (A More or Less).

I. THE SECOND SCHEDULE ABOVE REFERRED TO

(Details of Payment System of Adjustable Security Amount)

OWNERS received a sum of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) through Different Instalments and Payment.

- I) Rs. 2500000 (Rupees Twenty Five Lakhs Only) paid in favour of Chandrima Chowdhury vide NRTGS/PUNBR52024030815448579/ CHANDRIMA CHOWDHURY dated 08.03.2024 from Punjab National Bank
- II) Rs 500000 (Rupees Five Lakhs Only) to be paid within 15 days from the date of Sanction of the Project from the Authority of the Burdwan Municipality.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Construction of Flat, Shops, Office and Building Details)

BUILDING STRUCTURE:- Reinforced Cement Concrete (1:2:4),

MAIN WALLS & PARTITION WALLS:- 200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively.
FLOOR:- Marble/Vitrified Floor Tiles for All room, Balcony, Hall, Kitchen, Bath/Toilet, Lobby, Floor Passage, Stairs.

SKIRTING AND DADO:- Marble/Vitrified Tiles, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Tiles 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:- Artificial or Original or Malaysian Wood or equivalent section for Door frame, Thick solid core Flush door or Metal Shutter or Grilled or Metal Gate. Main Door shutter for the Commercial Section will be made of quality Flush door or Metal Shutter or Grilled or Metal Gate.

M.S. GRILL WORKS:- All windows will be aluminium 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. in 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 Putty.
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 necessary priming coat

FINISHING WORKS FOR PARKING:- The Parking area will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- In Residential Section all the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like. In Commercial Section all the Hardware Fittings will be of aluminium. If there are any internal doors in the commercial units then such will have all the necessary locking arrangements. The Metal Shutter may be fixed as the main entrance to each Office/Shop.

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

RESIDENTIAL SECTION:- Each Bed Room with Two light points, One Plug point, One Fan Point, One Air conditioner Point, Living Room cum Dining Space with Three light Points Two Fan Point, One Plug Point, One Fridge/ Refrigerator point, One Air conditioner Point, Kitchen with One light Point, One Power Point, One Exhaust fan point, One Electric Chimney Point. Exhaust Fan points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

COMMERCIAL SECTION:- All the electrical lines will be concealed with copper wires, with PVC conduit. Each Shopping cum Commercial Zone cum Area and/or Shop/Office/Commercial Unit will have required numbers of light points, Plug points, Fan Points and if necessary with AC Point and other Points as per the Requirement of the Purchaser.

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. In the Commercial Section the drainage line will be connected to the existing sewer line through the Master trap. Each Shopping cum Commercial Zone cum Area and/or Shop/Office/Commercial Unit 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 Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of Tiles or marble. One basin with tap will be installed at Dining Hall in residential section. In Commercial Area toilet will be common unless and otherwise requested or asked by the Shop/Office

Purchaser and the common toilet will be provided with Indian Pan or European commode. Necessary taps will be provided in the toilets and the floor will be of Anti Skid Tiles (Marbles to be given only as per specific request and extra price). One basin with tap will be installed at Toilet.

KITCHEN SPACE:-

In residential Section each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

In Commercial Section at the request and demand of the Office/Shop Purchasers and with extra price pantry space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANKS:-

P.V.C. or Concrete (for Residential Section) and P.V.C. or Concrete (for Commercial Section) [if the DEVELOPER / PROMOTER deems it fit and proper].

ADDITIONAL WORKS:-

Any extra additional work done by the Developer, at the request of the OWNER and/or PURCHASERS shall be charged extra at market rate and the OWNER and/or PURCHASERS shall have to pay cost of those extra additional works executed by the DEVELOPER / PROMOTER additionally.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Facilities and Common Parts)**

1. The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase
2. Common Entrances and Exits of Buildings/ Premises;
3. Stair Cases,
4. Stair Case Landings,
5. Stair Head Room and Lobbies on all the floors of the New Building.
6. The common basements, terraces, parks, play areas, open parking areas

and common storage spaces;

7. All apparatus connected with installations for common use;
8. Passage for Entrance,
9. Passage in between different blocks,
10. submersible Pump (Deep Tube Well of adequate capacity to ensure round the clock),
11. Electric Meter & Electric Meter Space,
12. Common Room including the Room(s) for the Security & Maintenance Personals,
13. Electric/Utility room, Water Pump room, Generator Room (if any),
14. Septic Tanks,
15. Boundary Walls with Entrance Gate,
16. Underground water reservoirs (if any),
17. Overhead Water Tank (PVC)
18. Electrical Transformer and space.
19. Lift/s,
20. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use),
21. Lighting of the Common Portions,
22. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
23. Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use),
24. Such other parts, areas, equipment, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-owners.

IN WITNESSES WHEREOF, the OWNER, the DEVELOPER / PROMOTER 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 this Day.

WITNESSES:-

1. Rajib Kumar Bhattacharyya,
S/o Sanjay K. Bhattacharyya
PO - LAKURDI
NEAR BYPASS MORE
P.S. - BURDWAN SADAR
DIST. - Purba Bardhaman
Pin - 713102

2. Bashundhara Banerjee
D/o Chandrima Choudhury
PO - Baranilpur at Bhata Road
Near - Banerjee Supermarket
Sripally, Pin - 713103

Chandrima Choudhury
SIGNATURES OF THE OWNER

SQUARE FOOT

Rajib Roy
Sanjay K. Bhattacharyya

Bourman Banerjee

Partner























SEAL & SIGNATURE OF THE DEVELOPER

Drafted by me & typed in my office.
Sanjay Ranjan Bhadra,
Sumit Ranjan Bhadra,



Advocate,

Enrolment No: WB/612/2003
Purba Bardhaman Dist. Judge's Court, Burdwan























SPECIMEN FORM FOR TEN FINGERPRINTS

					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
<p>Signature <u>Chandrima Chowdhury</u> ✓</p>					
					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
<p>SQUARE FOOT Signature <u>Rajib Roy</u> Partner</p>					

SPECIMEN FORM FOR TEN FINGERPRINTS

					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
<p>SQUARE FOOT Signature <u>Soumen Banerjee</u> Partner ✓</p>					
					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
<p>SQUARE FOOT Signature <u>Gangotri K. Ghosh</u> Partner ✓</p>					

SPECIMEN FORM FOR TEN FINGERPRINTS

 <p><i>Bashundhara Basu</i></p>					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
<p>Signature <i>Bashundhara Basu</i> ✓</p>					
 <p><i>Rajib Kumar Bhattacharyya</i></p>					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
<p>Signature <i>Rajib Kumar Bhattacharyya</i> ✓</p>					



Rajib Roy

 ভারত সরকার Government of India রাষ্ট্রীয় চিত্র Rajiv Roy পিতা : সত্যজিৎ চন্দ্র রায় Father : Satyajit Chandra Ray জন্মতারিখ / DOB : 21-01-1984 লিঙ্গ / Sex	 ভারতীয় পরিচয়, অসঙ্গতি-মুক্ত Unique Identification Authority of India নাম রাষ্ট্রপিতা : সত্যজিৎ চন্দ্র রায় Nationality : Indian Address ১০১/১০২, পূর্ববঙ্গ, কলকাতা-৭০০০০১ 101/102, East Bengal, Kolkata, West Bengal, 713101
5741 9281 1984 आधार - सामान्य मानवों के अधिक	5741 9281 1984 Aadhaar Card

Rajiv Roy

 Permanent Account Number Card Name SANGIT KUMAR GHOSH Full Name KRISHNA KUNDORI GHOSH Date of Birth 16-08-1977 Signature	PERMANENT ACCOUNT NUMBER AFJPG16808 Name SANGIT KUMAR GHOSH Full Name KRISHNA KUNDORI GHOSH Date of Birth 16-08-1977 Signature SANGIT KUMAR GHOSH Commissioner of Income Tax, P.B. 11
--	---

Sangit Kumar Ghosh



Sanghvi Ghosh



Arvind Kumar




भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrolment No.: 09670005991769

To
 Sumen Banerjee
 S/O Anandil Banerjee,
 VTC, Halpur,
 PO Deulacharya,
 Sub District Haldia - I,
 District Bardhaman,
 State West Bengal,
 PIN Code 712226,
 Mobile: 970274033




आपके अर्थतः संख्या / Your Aadhaar No.:
8980 5953 3204
UID - 8979 6038 3475 3086

मेरा आधार, मेरी पहचान




भारत सरकार
Government of India


 Sumen Banerjee
 Date of Birth/DOB: 2005/10/01
 SEX: MALE

आधार-संख्या ही मेरी है, मैंने इसे मेरी पहचान के लिए ही बनाया है।
 (Aadhaar Number is mine & I created it for my identification purpose only.)
आधार-संख्या ही मेरी है, मैंने इसे मेरी पहचान के लिए ही बनाया है।
 (Aadhaar Number is mine & I created it for my identification purpose only.)

8980 5953 3204
मेरा आधार, मेरी पहचान

Sumen Banerjee



Chandrima Choudhury



ভারত সরকার
Unique Identification Authority of India
Government of India

এনআইডি নং: 10562011515641

শ্রীমতী
চন্দ্রিমা চৌধুরী
D/O, Panna West Choudhary
Bakani, Purnitashan Road
Burdwan - I
Burdwan
Burdwan - I (Burdwan)
West Bengal 713012



আপনার আধার সংখ্যা / Your Aadhaar No.

8033 9659 2472

আধার - সাধারণ মানুষের অধিকার



শ্রীমতী
চন্দ্রিমা চৌধুরী
অফিস: DGB - 20011876
শ্রীমতী / Chandrima



8033 9659 2472

আধার - সাধারণ মানুষের অধিকার

Chandrima Choudhary



ভারত নির্বাচন কমিশন
ELECTION COMMISSION OF INDIA
ভারতের নির্বাচন কমিশনের দায়িত্বে

স্বাক্ষর



শ্রীমতী
বশুন্ধ্যারা বরুই
প্রকল্প পরিচালক
মহিলা মনোবল উন্নয়ন প্রকল্প
শ্রীমতী / Bashundhara
Date of Birth: 19/08/1978



Bashundhara Barui



আপনার আধার সংখ্যা: 8033 9659 2472
আপনার আধার সংখ্যা: 8033 9659 2472
আপনার আধার সংখ্যা: 8033 9659 2472
আপনার আধার সংখ্যা: 8033 9659 2472

Partner

Rajesh Kumar Bhattacharyya



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



GRN Details

GRN:	192023240417685098	Payment Mode:	SBI Epay
GRN Date:	11/03/2024 08:53:37	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4997515601735	BRN Date:	11/03/2024 08:54:15
Gateway Ref ID:	509360586	Method:	Punjab National Bank - Retail and Corporate NB
GRIPS Payment ID:	110320242041768508	Payment Int. Date:	11/03/2024 08:53:37
Payment Status:	Successful	Payment Ref. No:	2000521088/11/2024

Depositor Details

Depositor's Name:	Ms SQUARE FOOT
Address:	BORONILPUR MORE SRIPALLY BURDWAN 713103
Mobile:	9155370660
Period From (dd/mm/yyyy):	11/03/2024
Period To (dd/mm/yyyy):	11/03/2024
Payment Ref ID:	2000521088/11/2024
Dept Ref ID/DRN:	2000521088/11/2024

Payment Details

Sl. No.	Payment Ref No	Head of A.C. Description	Head of A.C.	Amount (₹)
1	2000521088/11/2024	Property Registration- Stamp Duty	0009-02-005-003-02	5061
2	2000521088/11/2024	Property Registration- Registration Fee	0009-03-004-001-10	39821
Total				35882

IN WORDS: THIRTY FIVE THOUSAND EIGHTY TWO ONLY.

PAID

Major information of the Deed

Deed No :	1-0203-01574/2024	Date of Registration :	11/03/2024
Query No / Year :	0203-2000521088/2024	Office where deed is registered :	
Query Date :	25/02/2024 10:10:13 PM	A.D.S.R. Sandhanan, District Purba Sandhanan	
Applicant Name, Address & Other Details :	SLAMIT BHADRA 254 ARVIND PALLY, Thana: Sandhanan, District: Purba Sandhanan, WEST BENGAL, PIN : 713101, Mobile No : 8708700532 SState Advocate		
Transaction :	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement.	[4002] Power of Attorney, General Power of Attorney [Rs. 100/-] [4305] Other than Immovable Property Declaration [No of Declaration : 1] [4311] Other than Immovable Property Receipt [Rs. 30.00.000/-]		
Self Port value :	Market Value		
Rs. 79,38,000/-	Rs. 79,38,000/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 10.86% (Article-48(g))	Rs. 30,021/- (Article E, E, E, B)		
Remarks :	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip (Urban area)		

Land Details :

District: Purba Sandhanan, P.S.: Sandhanan, Municipality: BURDWAN, Road: Ibbahat Road, Mouza: Baidanga, Ward No: 14, Housing No 52, 4 Not 56, Chotanilpur West Para Pin Code: 713103

Sch No	Plot Number	Khatian Number	Land Proposed	Use	Area of Land	Self Port Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1671 (RS :)	LR-4883	Reshu	Reshu	5042 Sq Ft	79,00,000/-	79,38,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road.
Grand Total :					11.55Dec	79,00,000 /-	79,38,000 /-	

Land Lord Details :



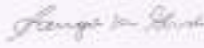


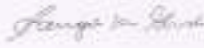


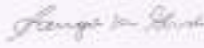


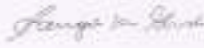


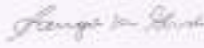


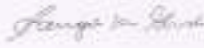


















Sl No	Name,Address,Photo,Finger print and Signature												
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mrs Chandrima Chowdhury (Presentant) Daughter of Late Parman Bhowm Chowdhury Foreseen by: Self, Date of Eviction: 11/03/2024 Admitted by: Self, Date of Admission: 11/03/2024 ,Place : Office</td><td></td><td> Captured</td><td></td></tr><tr><td>11/03/2024</td><td>11/03/2024</td><td>11/03/2024</td><td>11/03/2024</td></tr></table>	Name	Photo	Finger Print	Signature	Mrs Chandrima Chowdhury (Presentant) Daughter of Late Parman Bhowm Chowdhury Foreseen by: Self, Date of Eviction: 11/03/2024 Admitted by: Self, Date of Admission: 11/03/2024 ,Place : Office		 Captured		11/03/2024	11/03/2024	11/03/2024	11/03/2024
Name	Photo	Finger Print	Signature										
Mrs Chandrima Chowdhury (Presentant) Daughter of Late Parman Bhowm Chowdhury Foreseen by: Self, Date of Eviction: 11/03/2024 Admitted by: Self, Date of Admission: 11/03/2024 ,Place : Office		 Captured											
11/03/2024	11/03/2024	11/03/2024	11/03/2024										

Bardnipur Itihata Road, City:- Not Specified, P.O:- Sripally, P.S:- Bardhaman
District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Female, By Caste: Hindu,
Occupation: House wife, Citizen of: India, PAN No.: AXXXXXXDC, Aadhaar No Not Provided by
UIDAI, Status :Individual, Executed by: Self, Date of Execution: 11/03/2024
Admitted by: Self, Date of Admission: 11/03/2024, Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Square Foot Bardnipur More Opposite Of Sanki Bhawan, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, PAN No.: AXXXXXXR,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl. No	Name,Address,Photo,Finger print and Signature															
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr Sangit Kumar Ghosh Son of Late Krishna Kishore Ghosh Date of Execution - 11/03/2024, , Admitted by: Self, Date of Admission: 11/03/2024, Place of Admission of Execution: Office</td><td></td><td></td><td></td></tr><tr><td>150, B. C. Road, Barabazar Indian Bank, Barabazar Kuthi, City:- Not Specified, P.O:- Rajbati, P.S:- Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AXXXXXXB,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Square Foot (as PARTNER)</td><td></td><td></td><td></td></tr></table>	Name	Photo	Finger Print	Signature	Mr Sangit Kumar Ghosh Son of Late Krishna Kishore Ghosh Date of Execution - 11/03/2024, , Admitted by: Self, Date of Admission: 11/03/2024, Place of Admission of Execution: Office				150, B. C. Road, Barabazar Indian Bank, Barabazar Kuthi, City:- Not Specified, P.O:- Rajbati, P.S:- Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AXXXXXXB,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Square Foot (as PARTNER)						
Name	Photo	Finger Print	Signature													
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150, B. C. Road, Barabazar Indian Bank, Barabazar Kuthi, City:- Not Specified, P.O:- Rajbati, P.S:- Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AXXXXXXB,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Square Foot (as PARTNER)																
2	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr Soumen Banerjee Son of Late Anubrata Banerjee Date of Execution - 11/03/2024, , Admitted by: Self, Date of Admission: 11/03/2024, Place of Admission of Execution: Office</td><td></td><td></td><td></td></tr><tr><td>City:- Not Specified, P.O:- Natunoharpur, P.S:-Rains, District:-Purba Bardhaman, West Bengal, India, PIN:- 713124, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: CXXXXXXE,Aadhaar No Not Provided by UIDAI, Status : Representative, Representative of : Square Foot (as PARTNER)</td><td></td><td></td><td></td></tr></table>	Name	Photo	Finger Print	Signature	Mr Soumen Banerjee Son of Late Anubrata Banerjee Date of Execution - 11/03/2024, , Admitted by: Self, Date of Admission: 11/03/2024, Place of Admission of Execution: Office				City:- Not Specified, P.O:- Natunoharpur, P.S:-Rains, District:-Purba Bardhaman, West Bengal, India, PIN:- 713124, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: CXXXXXXE,Aadhaar No Not Provided by UIDAI, Status : Representative, Representative of : Square Foot (as PARTNER)						
Name	Photo	Finger Print	Signature													
Mr Soumen Banerjee Son of Late Anubrata Banerjee Date of Execution - 11/03/2024, , Admitted by: Self, Date of Admission: 11/03/2024, Place of Admission of Execution: Office																
City:- Not Specified, P.O:- Natunoharpur, P.S:-Rains, District:-Purba Bardhaman, West Bengal, India, PIN:- 713124, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: CXXXXXXE,Aadhaar No Not Provided by UIDAI, Status : Representative, Representative of : Square Foot (as PARTNER)																

Sl No	Name	Photo	Finger Print	Signature
3	Mr Rajib Roy Son of Mr. Subhendu Sunder Roy Date of Execution - 11/03/2024, , Admitted by: Self, Date of Admission: 11/03/2024, Place of Admission of Execution: Office			
	Bardnipur More, Opp: Sanki Bhawan, City:- Not Specified, P.O:- Sripally, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AXXXXXXF,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Square Foot (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Rajib Kumar Bhattacharyya Son of Mr. Sanku Kumar Bhattacharyya Lakundi, New Bye Pass More, City:- Not Specified, P.O:- Lakundi, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, Pin- 713122			
11/03/2024	11/03/2024	11/03/2024	
Identifier Of Mrs Chandrino Chowdhury, Mr Sangit Kumar Ghosh, Mr Soumen Banerjee, Mr Rajib Roy			
Miss Beshundhara Basu Daughter of Mrs Chandrino Chowdhury (Mother) Bardnipur, Itihata Road, City:- Not Specified, P.O:- Sripally, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN- 713103			
Identifier Of Mrs Chandrino Chowdhury, Mr Sangit Kumar Ghosh, Mr Soumen Banerjee, Mr Rajib Roy			

Transfer of property for LT

Sl.No	From	To, with area (Name-Area)
1	Mrs Chandrino Chowdhury	Square Foot-11.55 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Bardhaman, Municipality: BURDWAN, Road: Itihata Road, Mouza: Saldanga,
West No. 14, Holding No 02 & No 35, Chotonpur West Para Pte Code : 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1671, LR Khatian No:-4553	General use, Girdanir, other non agri. Address:No Classification, Area:0.12000000 Acres	Mrs Chandrino Chowdhury

Endorsement For Deed Number : I - 020301574 / 2024

On 11-03-2024

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 - 42 (a) of Indian Stamp Act 1899.

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

Presented for registration at 11:20 hrs. on 11-03-2024, at the Office of the A.D.S.R. Bardhaman by Mrs. Chandrima Chowdhury, Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 19,38,000/-.

Admission of Execution (Under Section 46, W.B. Registration Rules, 1962)

Execution is admitted on 11/03/2024 by Mrs Chandrima Chowdhury, Daughter of Late Ratulal Bikash Chowdhury, Baranipukur 18thos Road, P.O. -Sopali, Thana: Bardhaman.

.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession House wife

Identified by Mr Rajib Kumar Bhattacharyya, .. Son of Mr Samir Kumar Bhattacharyya, Lakundi, Near Dye Pass More, P.O. Lakundi, Thana: Bardhaman

.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Business

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

Execution is admitted on 11-03-2024 by Mr Sangeet Kumar Ghosh, PARTNER, Square Foot (Partnership Firm), Baranipukur More Opposite Of Sakin Bhawan, City - Bardhaman, P.O.- Sopali, P.S.-Bardhaman

.. District-Purba Bardhaman, West Bengal, India, PIN- 713103

Identified by Mr Rajib Kumar Bhattacharyya, .. Son of Mr Samir Kumar Bhattacharyya, Lakundi, Near Dye Pass More, P.O. Lakundi, Thana: Bardhaman

.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Business

Execution is admitted on 11-03-2024 by Mr Soumen Banerjee, PARTNER, Square Foot (Partnership Firm), Baranipukur More Opposite Of Sakin Bhawan, City - Bardhaman, P.O.- Sopali, P.S.-Bardhaman

.. District-Purba Bardhaman, West Bengal, India, PIN - 713103

Identified by Mr Rajib Kumar Bhattacharyya, .. Son of Mr Samir Kumar Bhattacharyya, Lakundi, Near Dye Pass More, P.O. Lakundi, Thana: Bardhaman

.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Business

Execution is admitted on 11-03-2024 by Mr Rajib Roy, PARTNER, Square Foot (Partnership Firm), Baranipukur More Opposite Of Sakin Bhawan, City - Bardhaman, P.O.- Sopali, P.S.-Bardhaman

.. District-Purba Bardhaman, West Bengal, India, PIN - 713103

Identified by Mr Rajib Kumar Bhattacharyya, .. Son of Mr Samir Kumar Bhattacharyya, Lakundi, Near Dye Pass More, P.O. Lakundi, Thana: Bardhaman

.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 30,021.00/- (I = Rs 30,000.00/-, II = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 30,021/-.

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/03/2024 - 8:54AM with Govt. Ref. No. 19030304041765008 on 11-03-2024, Amount Rs 30,021/-, Bank SBIPay (SBIPay), Ref. No. 4897515901735 on 11-03-2024, Head of Account 0030-03-103-003-02

Payment of Stamp Duty


Certified that required Stamp Duty payable for this document is Rs. 10,051/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,051/-.

Description of Stamp:

1. Stamp: Type: Impressed, Serial no 21608, Amount: Rs.5,000.00/-, Date of Purchase: 04/03/2024, Vendor name: Sangeet Acharyya

2. Stamp: Type: Court Fees, Amount: Rs 10,00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/03/2024 - 8:54AM with Govt. Ref. No. 19030304041765008 on 11-03-2024, Amount Rs. 5,051/-, Bank SBIPay (SBIPay), Ref. No. 4897515901735 on 11-03-2024, Head of Account 0030-03-103-003-02


Sangeet Acharyya
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 0203-2024, Page from 40917 to 40983

being No 020301574 for the year 2024.



Digitally signed by SANJIT SARDAR
Date: 2024.03.13 11:40:57 +05:30
Reason: Digital Signing of Deed.

(Sanjit Sardar) 13/03/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.