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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

for

Additional District Sub-Registrar
DUDWAN

22-SEP-2023

JAI JAGANNATH BUILDERS

Baby Somnatha

Bankimchandra Sarkar

Baisakhi Roy

Robin Sharma

Partner

DEVELOPMENT AGREEMENT CUM POWER OF ATTORNEY

THIS DEED OF
AGREEMENT FOR DEVELOPMENT CUM POWER OF ATTORNEY
IS MADE ON THIS 22nd DAY OF SEPTEMBER TWO THOUSAND
AND TWENTY-THREE (2023)
BETWEEN

বিদ্য নং 32725 তারিখ 18.9.23
কোম্পানী Jai JAGANNATH BUILDERS
মালিক Alisha Punba Bandhman
স্থান 5000F

কর্তৃপক্ষের নিকট, ১ম জেলা বোর্ড, ত্রিপুরা
জিলা জেলা সচিব, ত্রিপুরা
জিলা জেলা সচিব (কর্তৃপক্ষ)
স্মারক নং- ১/২০৪-০৪

14 SEP 2023

S. A. A.



Additional District Sub-Registrar
BURDWAN
22 SEP 2023

Bidyut Kumar Ghosh
Guru Pada Ghosh
Bankim Chandra Sarkar
Ashalata Sarkar

JAI JAGANNATH BUILDERS

Baby Samanta

Bankim Chandra Sarkar

Baisakhi Roy

Lohin Barua

Partner

1. **BIDYUT KUMAR GHOSH**

AADHAAR : 3957-0042-4410

Son of Late Umakanta Ghosh, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, P.S.- Burdwan, P.O.- Jotram, Dist.- Purba Bardhaman, Pin- 713104. PAN: AQPPG2765B

2. **GURU PADA GHOSH,**

AADHAAR : 4971-0459-8402

Son of Late Dulal Chandra Ghosh, by Faith- Hindu, by Occupation- Retired from Service, by Nationality - Indian, residing at Alisha, P.S.- Burdwan, P.O.- Jotram, Dist.- Purba Bardhaman, Pin- 713104. PAN: AFHFG0726P

3. **BANKIM CHANDRA SARKAR,**

AADHAAR : 3981-2517-7465

Son of Late Jotindra Mohan Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: AJDPS3143G

4. **ASHALATA SARKAR,**

AADHAAR : 4598-4247-7091

Wife of Bankim Chandra Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: AKOPS3233M hereinafter called and referred as the OWNERS (which express or shall unless excluded his/their respective heirs, executors, administrators, legal representative and assigns) of the party of the FIRST PART.

And

"JAI JAGANNATH BUILDERS" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Alisha, G.T. Road P. O.- Jotram, P.S - Burdwan, District - Purba Burdwan, West Bengal, Pin -713104, PAN. AASFJ5129M represented by its All Partners namely,

Bidyut Kumar Ghosh
Guru Pada Ghosh
Bankim chandra Sarkar
Aisha lata Sarkar

JAI JAGANNATH BUILDERS

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Bankim chandra Sarkar

Baisakhi Roy

Robin Sharma

Partner

1. **BABY SAMANTA,**

AADHAAR : 4911-1102-5103

Daughter of Khetra Mohan Saha and Wife of Bachhu Samanta, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Kanainatshal, P.S.- Burdwan, P.O.- Sripally, Dist- Purba Bardhaman, Pin- 713103.; PAN- CNTPS4085H

2. **BANKIM CHANDRA SARKAR,**

AADHAAR : 3981-2517-7465

Son of Late Jotindra Mohan Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: AJDPS3143G

3. **BAISAKHI ROY,**

AADHAAR.- 6397-4159-8053

Daughter of Mahaprasad Sarkar and Wife of Koushik Roy by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Bhalobasha Apartments, G. T. Road, Alisha, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, Pin- 713101. PAN- AWWPR9605A

4. **ROBIN SHARMA,**

AADHAAR 6261-9233-1839.

Son of Rajendra Nath Sharma by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at B L Chowdhury Road, Bohila Para P.O. & P.S. - Burdwan, Dist.- Purba Bardhaman, Pin- 713101. PAN- AMCPS4218A; herein after called the **DEVELOPER / PROMOTER** (which express on shall unless excluded his/their respective heirs, executors, administrators, legal representative and assigns) of the party of the SECOND PART:

WHEREAS Bidyut Kumar Ghosh and Guru Pada Ghosh are the sole and absolute of owners R.S. and L.R. Plot No. 121 and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, 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").

Bidyut Kumar Ghosh
Chandra Pada Ghosh
Bankim Chandra Sarkar
Asha Lata Sarkar

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Baisakhi Roy

Solmi Sharma
Partner

AND WHEREAS Bankim Chandra Sarkar and Ashalata Sarkar are the sole and absolute Owners of R.S. and L.R. Plot No. 122 and they have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and whatsoever to howsoever more-fully described in the First Schedule .

AND WHEREAS R.S. and L.R. Plot No. 121 measuring an area of 45 Decimals originally belonged to Asutosh Ghosh son of Kedarnath Ghosh whose name was duly recorded in the C.S. Record of Rights vide C.S. Khatian No: 02 and after his demise the same was inherited by his son namely Dulal Chandra Ghosh as per the provisions of the Hindu Law of Inheritance and subsequently during the operations of the L.R. Record of Rights, his name was duly recorded in the vide L.R.Khatian No. 42 under one man one Khatian, in the year 1975.

AND WHEREAS while enjoying and possessing the property Dulal Chandra Ghosh died intestate and the said immovable property was inherited in equal share by his two Legal Heirs namely Guru Pada Ghosh, being his son and Santi Bala Ghosh wife of Late Uma Kanta Ghosh, being his daughter as per the provisions of the Hindu Law of Inheritance.

AND WHEREAS after becoming the joint owner of the entire 45 Decimals of the immovable property Guru Pada Ghosh and Santi Bala Ghosh duly mutated their names in the L.R. Record of Rights vide L.R. Khatian No: 410 and L.R. Khatian No: 409 respectively under one man one Khatian.

AND WHEREAS while enjoying and possessing the property Santi Bala Ghosh died intestate and the said immovable property was inherited by her only Legal Heir namely Bidyut Kumar Ghosh son of Late Uma Kanta Ghosh, being her only son as per the provisions of the Hindu Law of Inheritance who subsequently mutated his name in the L.R. Record of Rights vide L.R. Khatian No: 260 under one man one Khatian.

Bidyut Kumar Ghosh
— Same pada Parish
Bankim Chandra Sarkar
Ashalata Sarkar.

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Baisakhi Roy

Solun Sharma
Partner

AND WHEREAS R.S. and L.R. Plot No. 122 originally belonged to Jeevan Krishna Bhattacharjee, Bhuban Bhattachajee, Chotalal Bhattacharjee and Nandalal Bhattacharjee, who obtained the same by the operation of Hindu Law of Succession after the demise of their father Nityananda Bhattacharjee and their names were duly recorded in the LRROR vide LR Khatian Nos. 31, 33, 49 & 64 respectively during the operation of LRROR under one man one Khatian, who while enjoying and possessing the property sold it in favour of Surya Majhi by virtue of Regd. Deed of Sale being No. 5626 dt. 28/11/1990 and registered before the office of the A.D.S.R. Burdwan.

AND WHEREAS while enjoying and possessing the property Surya Majhi sold it in favour of Kantatal Singh by virtue of Regd. Deed of Sale being No. 5627 dt. 28/11/1990 and registered before the office of the ADSR Burdwan, who subsequently enjoying and possessing the property transferred it in favour of Mrinal Kanti Debnath by virtue of Regd. Deed of Sale being No. 3132 dt. 29/05/1991 and registered before the office of ADSR Burdwan.

AND WHEREAS while enjoying and possessing the same Mrinal Kanti Debnath sold it in favour of Bankim Chandra Sarkar and Ashalata Sarkar by virtue of registered Deed of Sale being Nos. 3660 & 3661 respectively both dt. 18/06/1991 and both registered before the office of ADSR Burdwan and after obtaining the same the present owners have duly mutated their names in the record of LRROR vide LR Khatian Nos. 242 and 243 respectively under one man one Khatian.

AND WHEREAS the above mentioned Owner No. 1 and 2 are the sole and absolute Owners of R.S. and L.R. Plot No. 121 measuring an area of 45.00 Decimals and Owner No. 3 and 4 are the sole and absolute Owners of R.S. and L.R. Plot No. 122 measuring an area of 04.345 Decimals who are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of the same as described in the FIRST SCHEDULE below.

Pradyut Kumar Mishra
— Partner para Gharosh

Bankim chandra Sarkar
Asha Lata Sarkar.

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Baisakhi Roy

Rohini Sharma
Partner

AND WHEREAS there was a large portion of vacant land as described in the First Schedule where due to lack of sufficient funds the OWNERS fail to construct any pucca building for a considerable period of time and finding no other way the OWNERS mutually decided to construct a **Multi-storeyed residential building inclusive of Units/Flats/Residential Units/Apartments/ Car Parking Spaces** by constructing building/s and to develop the premises.

AND WHEREAS the OWNERS in order to construct one or more Residential building(s) comprised of **Multi-storeyed residential building(s) inclusive of Units/Flats/Residential Units/Apartments/ Car Parking Spaces** and to develop the premises i.e., the property which is more specifically described in the First Schedule below, initiated to execute their plan and accordingly tried to raise the construction over the said Landed Property as specifically detailed in the Schedule herein under and then they realized that they neither have the capacity nor have the ability, both financially and technically and also they do not have any experience or adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along residential building cum housing complex by erecting one or more **Multi-storeyed residential building(s) inclusive of Units/Flats/Residential Units/Apartments/ Car Parking Spaces** and whatsoever.

AND WHEREAS the OWNERS of the First Schedule mentioned property gave offer to the DEVELOPER / PROMOTER who being a 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 after the completion of the statutory formalities and obtaining the sanctioned plan from the concerned Authority(s) to develop the property with a project for construction of a building residential purpose by constructing building and pathway and

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Guru Pada Ghosh
Bankim Chandra Sarkar
Asha Lata Sarkar

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Baisakhi Roy

Leela Sharma
Partner

driveway and area of ingress and egress and other necessary facilities and amenities.

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 residential building(s) inclusive of Units/Flats/Residential Units/Apartments/ Car Parking Spaces to be constructed as per the Architect's drawings/documents, duly approved by the Concerned Authority(s) empowered to do so, with the permission to construct one or more Multi-storeyed residential building(s) inclusive of Units/Flats/Residential Units/Apartments/ Car Parking Spaces within the said premises and the said building(s) has/have 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
 - (i) **BIDYUT KUMAR GHOSH AADHAAR : 3957-0042-4410** Son of Late Umakanta Ghosh , by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha,P.S.- Burdwan, P.O.- Jotram, Dist.- Purba Bardhaman,Pin- 713104 . PAN: AQPPG2765B
 - (ii) **GURU PADA GHOSH, AADHAAR : 4971-0459-8402** Son of Late Dulal Chandra Ghosh , by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha,P.S.- Burdwan, P.O.- Jotram, Dist.- Purba Bardhaman,Pin- 713104. PAN: AFHPPG0726P
 - (iii) **BANKIM CHANDRA SARKAR, AADHAAR : 3981-2517-7465** Son of Late Jotindra Mohan Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: AJDPS3143G

Bridget Kumar Jha
Partner

(iv)

Bankimchandra Sarkar
Asha Lata Sarkar

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Bankimchandra Sarkar

Baisakhi Roy

Robin Sharma
Partner

ASHALATA SARKAR, AADHAAR : 4598-4247-7091 Wife of Bankim Chandra Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: **AKOPS3233M**; and shall include their respective heirs, executors, administrators, representatives, transferees, assignees and nominees.

1.3 DEVELOPER / PROMOTER : shall mean

"JAI JAGANNATH BUILDERS" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Alisha, G.T.Road Jotram, P. O.- Rajbati, P.S - Burdwan, District - Purba Burdwan, West Bengal, Pin -713104, PAN. **AASFJ5129M** represented by its All Partners namely,

- (i) **BABY SAMANTA, AADHAAR : 4911-1102-5103**, Daughter of Khetra Mohan Saha and Wife of Bachhu Samanta, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Kanainatshal, P.S.- Burdwan, P.O.- Sripally, Dist- Purba Bardhaman, Pin- 713103; PAN- **CNTPS4085H**,
- (ii) **BANKIM CHANDRA SARKAR, AADHAAR : 3981-2517-7465** ,Son of Late Jotindra Mohan Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: **AJDPS3143G**
- (iii) **BAISAKHI ROY, AADHAAR.- 6397-4159-8053**, Daughter of Mahaprasad Sarkar and Wife of Koushik Roy by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Bhalobasha Apartments, G. T. Road, Alisha, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, Pin- 713101. PAN- **AWWPR9605A**
- (iv) **ROBIN SHARMA, AADHAAR 6261-9233-1839** Son of Rajendra Nath Sharma by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at B L Chowdhury Road, Bohila Para P.O. & P.S. - Burdwan, Dist- Purba Bardhaman, Pin- 713101. PAN- **AMCPS4218A**; and

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Guru Pada Ghosh
Bankim chandra Sarkar
Ashalata Sarkar.

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Robin Sharma
Partner

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:** **Owners' Allocation** shall mean the absolute right of the OWNERS in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNERS shall be **40 % (18 % for Bidyut Kumar Ghosh, 18 % for Guru Pada Ghosh, 02 % for Bankim Chandra Sarkar and 02 % for Ashalata Sarkar)** of the proposed building/buildings being the Residential building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Development Authority as per their share over land more specifically mentioned in the **First Schedule**, i.e., the OWNERS shall altogether obtain the entitlement of the **40 % (18 % for Bidyut Kumar Ghosh, 18 % for Guru Pada Ghosh, 02 % for Bankim Chandra Sarkar and 02 % for Ashalata Sarkar)** in respect of the entire proposed building; Here it must be mentioned that the OWNERS also shall obtain **40 % (18 % for Bidyut Kumar Ghosh, 18 % for Guru Pada Ghosh, 02 % for Bankim Chandra Sarkar and 02 % for Ashalata Sarkar)** allocation in the Parking Area, whereas save and except the said Owners' Allocation, the OWNERS shall not sale any other Unit / Flat / Parking Space or will not do any documentation or shall not execute any document and agreement for Sale in respect of any other flats and parking spaces and all such work will be done by their Power of Attorney Holder on their behalf and shall not receive any

Pradyut Kumar JNL
Partner P.O. & P.O. Sh,
Ban Kim chandra Sarkar
Asha Lata Sarkar.

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Baisakhi Roy

Lo bin Sharma
Partner

consideration money in respect of the remaining flats and parking spaces save and except the allocated flats and parking spaces (if any out of 40 % of Owners' Allocation) from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank but all such payment are to be taken by the DEVELOPER / PROMOTER Firm namely "JAI JAGANNATH BUILDERS" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Alisha, G.T.Road Joteram, P.O.- Rajbati, P.S - Burdwan, District - Purba Burdwan, West Bengal, Pin -713104 being represented by Partners as the duly constituted Power of Attorney Holder and Authorized Agent(s) of the OWNERS will deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank and will receive the Money/Consideration Amount from all such persons or institutions.

1.7

1.7.1. DEVELOPER'S / PROMOTER'S ALLOCATION:

DEVELOPER'S / PROMOTER'S ALLOCATION shall mean the absolute right of the DEVELOPER / PROMOTER in regard to 60 % of the Total constructed portion of the proposed building/buildings being the Residential building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Development Authority in order to construct Multi-Storied Building comprised with Residential Flats and Parking Spaces as per its respective share over the entire First Schedule mentioned property including 60% share both in Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors EXCEPT what has been specifically mentioned and defined as OWNERS' ALLOCATION the DEVELOPER / PROMOTER will have exclusive right to enjoy as per its entitlement and will have all right, title and interest by virtue of this Agreement to hold and also to sell the entire DEVELOPER'S / PROMOTER'S Allocation as defined hereinabove.

1.7.2 Roof area which shall be the roof directly above the flat/flats and/or room/rooms including every right over the roof to be retained and allotted in favour of the in favour of the DEVELOPER / PROMOTER and

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Partner

the OWNERS jointly; during the tenure of this Agreement or after completion of this existing Multi-storeyed building and after obtaining the Completion Certificate from the concerned Authority if any further permission of extension of any number of floor or floors can be obtained from the concerned Authority 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 shall make such addition and modification and alteration and construction over the said roof of the said building without any further consent or permission of the OWNERS and the DEVELOPER / PROMOTER shall have it's allocation of 60 % and the OWNERS shall have their allocation of 40 % (18 % for Bidyut Kumar Ghosh, 18 % for Guru Pada Ghosh, 02 % for Bankim Chandra Sarkar and 02 % for Ashalata Sarkar) inclusive of all right, title and interest in respect of such further construction which means that the DEVELOPER / PROMOTER will get and obtain 60 % allocation and the OWNERS will get and obtain 40 % (18 % for Bidyut Kumar Ghosh, 18 % for Guru Pada Ghosh, 02 % for Bankim Chandra Sarkar and 02 % for Ashalata Sarkar) allocation from that additional / further construction .

1.7.3 Ground Floor Area and the Under Ground Floor Area which shall be and will be allotted in favour of the DEVELOPER / PROMOTER and the OWNERS jointly; during the tenure of this Agreement but the DEVELOPER / PROMOTER will have no right to construct further floors in the said proposed building in future unless and until the OWNERS agree to do so by executing and registering a New Registered Development Agreement and authorizes the DEVELOPER / PROMOTER by granting a New Development Power of Attorney and the DEVELOPER / PROMOTER admit and agree and declare not to raise any objection whatsoever in this regard in future.

1.8 ARCHITECT: shall mean any person or persons firm or firms appointed

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Din Ganga Prakash
Bankim chandra Sarker
Ashra Kata Sarker

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Partner

r nominated by the DEVELOPER / PROMOTER as the Architect of the building at its/his own cost and sole responsibility, subject to approval of the OWNERS .

- 1.9 **BUILDING PLAN:** Building Plan shall mean the sanctioned plan of Burdwan Development Authority and Baikunthapur-II Gram Panchayat and any other Authorities and Statutory Body(ies) duly empowered to do so and also the other plan/plans for construction of the building, duly approved by the OWNERS with an option to leave out and to transfer by way of gift a strip of land in favour of Burdwan Development Authority or and any other Authorities and Statutory Body(ies) if needed , on the front attached with the access road to fulfil the required criteria of existing Building Rules for maintaining the Floor Area Ratio (FAR) and submitted by at the costs of the DEVELOPER / PROMOTER to the Burdwan Development Authority and / or and any other Authorities and Statutory Body(ies) in order to construct the Multi -Storied Building(s) comprised with Residential Apartments / Flats and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER / PROMOTER .
- 1.10 **CONSTRUCTED SPACE:** shall mean the space in the Multi-storeyed 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 OWNERS 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 apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area,

Pradyut Kumar Ghor
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Ashra Kanta Sarkar

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Solein Sharma
Partner

but includes the area covered by the internal partition walls of the office or or flat or apartment.

- 1.13 **COVERED AREA:** shall mean the Plinth area of the said Residential Unit/ Flat/ Unit/ 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 as well as Unit / Flats then one - half of the area under such wall shall be included in each Residential Unit / Flat / Unit.
- 1.14 **UNDIVIDED SHARE:** shall mean the undivided proportionate share in the land attributable to the each Unit / 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 - OWNERS :** shall according to its context mean and include all persons who acquire or agree to acquire the Residential Unit/Flat/Parking space in the Building, including the DEVELOPER / PROMOTER for the Unit and Residential 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 different Unit/ and Residential Unit/flats in the Building/s and shall also include the DEVELOPER / PROMOTER herein and the OWNERS herein in respect of such Unit/ and Residential Unit/flats which are retained and/or not alienated and/or not agreed to be alienated of the time being.

Pradyut Kumar JNM
Chin Pada Ghosh
Bankim chander Sarkar
Ashwata Sarkar.

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Rohini Sharma
Partner

- 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 - OWNERS relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations 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 and Shall mean in context to a Unit/ /Office as the area of a Unit computed by adding an agreed average but variable percentage between 25% (Twenty Five Percent) (More or Less) to 50% (Forty Percent) (More or Less) over the built-up and/or the covered area of the Unit depending on the location and preferential and suitable side and such will be used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per its standing rules and regulations. 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 the concept of "Super-Built Up Area" is no more applicable for selling out the flats except for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal and in this case the Flats are to be sold by way of measuring the Flat in terms of in terms of "Carpet Area" as per the

Pradyot Kumar Ghosh
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Bankim chandra Sarkar
Pradyot Kumar Ghosh

JAI JAGANNATH BUILDERS

Baby Samanta

Bankim chandra Sarkar

Baisakhi Roy

Robin Sharma
Partner

provisions of the Real Estate (Regulation and Development) Act, 2016 read with West Bengal Real Estate (Regulation and Development) Rules, 2021.

- 1.20 **DEVELOPER'S / PROMOTER'S ADVOCATE:** Shall mean Advocate Sumit Ranjan Bhadra who has been nominated and engaged with the mutual consent of both the parties and who has prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demise, 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-storeyed building/s to purchasers thereof although the same may not amount to a transfer in law.
- 1.22 **TRANSFeree/INTENDING PURCHASER OR ALLOTTEE :** 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 OWNERS do and doth hereby declare and covenant with the DEVELOPER / PROMOTER as follows:-

Bridget Yuen *for*
Edna Poon *for*
Bankim Chandar-Sarkar
Bha Lata Sarkar

JAI JAGANNATH BUILDERS

Baby Samanta

Bankim Chandar-Sarkar

Baisakhi Roy

Solun Sharma
Partner

- 2.1 That the **OWNERS** are 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 **OWNERS** hereby unconditionally undertake 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** will bear all the cost of demolishing, dismantling, disintegrating and dissolving the existing construction (if any) and will take the possession of the vacant land in favour of the **DEVELOPER / PROMOTER** provided that all the debris and rubbish will be retained by the **DEVELOPER / PROMOTER** and shall be its property and the **DEVELOPER / PROMOTER** will bear 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 **OWNERS** will co-operate with the **DEVELOPER / PROMOTER** in all aspects except Financially.
- 2.5 That the **OWNERS** by themselves or through their 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, steels bricks and other materials for the construction or the electric meter waster & drainage and other imputes and facilities and for

Bridget Kuan Juri
— Gauri Pado: Bhalobasha
Bankim chandra Sarkar
Asha Lata Sarkar

JAI JAGANNATH BUILDERS

Baby Samanta

Bankim chandra Sarkar

Baisakhi Roy

Robin Sharma
Partner

other necessities required for which purpose the OWNERS hereby agree upon to execute a Power of Attorney through this indenture in favour of "JAI JAGANNATH BUILDERS" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Alisha, G.T.Road Joteram, P. O.- Rajbati, P.S - Burdwan, District - Purba Burdwan, West Bengal, Pin -713104, PAN. AASFJ5129M represented by its All Partners namely,

- (i) **BABY SAMANTA, AADHAAR : 4911-1102-5103**, Daughter of Khetra Mohan Saha and Wife of Bachhu Samanta, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Kanainatshal, P.S.- Burdwan, P.O.- Sripally, Dist- Purba Bardhaman, Pin- 713103.; PAN- CNTPS4085H
- (ii) **BANKIM CHANDRA SARKAR, AADHAAR : 3981-2517-7465**, Son of Late Jotindra Mohan Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: AJDPS3143G
- (iii) **BAISAKHI ROY, AADHAAR:- 6397-4159-8053**, Daughter of Mahaprasad Sarkar and Wife of Koushik Roy by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Bhalobasha Apartments, G. T. Road, Alisha, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, Pin- 713101. PAN- AWWPR9605A
- (iv) **ROBIN SHARMA, AADHAAR 6261-9233-1839**, Son of Rajendra Nath Sharma by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at B L Chowdhury Road, Bohila Para P.O. & P.S. - Burdwan, Dist- Purba Bardhaman, Pin- 713101. PAN- AMCPS4218A; whereas such power or authority to be executed by a registered Power of Attorney as required by the DEVELOPER / PROMOTER to sign by the OWNERS 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 OWNERS, no one else have any right title interest, claim or demand whatsoever- or howsoever in respect of the said **First Schedule** mentioned premises or any portion thereof.

Pradyut Kumar Sharma
Public Works Dept.
Ban Kim chander Sarkar
Asha Lata Sarkar

JAI JAGANNATH BUILDERS

Baby Samanta

Ban Kim chander Sarkar

Baisakhi Roy

Lo Lin Sharma
Partner

- 2.8 The OWNERS 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 OWNERS ALLOCATION.
- 2.9 The OWNERS have 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 of 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 Pirotor 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 or the said property as contemplated in these present.
- 2.15 The OWNERS S do not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1978 in respect of the said premises.
- 2.16 The OWNERS hereby undertake 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 Concerned Authority or Government or local bodies including the Panchayat as the case may be by the OWNERS and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or 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

Pradyut Kumar Saha
Pradyut Kumar Saha
Bankim chandra Sarkar
Ashra Lata Sarkar

JAI JAGANNATH BUILDERS

Baby Samanta

Bankim chandra Sarkar

Baisakhi Roy

Rohini Sharma
Partner

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 OWNERS' allocation will be borne by the OWNERS or their nominee or nominees. Here it must be mentioned that the OWNERS 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 OWNERS in respect of their Allocation.

- 2.17 That during the continuance of this Agreement the OWNERS 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 Development Authority .
- 2.18 The OWNERS hereby undertakes to empower the DEVELOPER / PROMOTER to place the Title Deed(s) and related documents of right title OWNERS ship of the scheduled property before Financial Institution and/or Bank, etc for the purpose of creation of charge or to mortgage or whatsoever at the time of obtaining any loan or financial assistance or whatsoever in connection with the development of this project .
- 2.19. In case of failure to give open and clear possession in favour of the DEVELOPER / PROMOTER by the OWNERS and in that event if the DEVELOPER / PROMOTER face any financial loss to that effect the OWNERS shall liable for all such consequences.

ARTICLE III - COMMENCEMENT:

Bridget Kumar Jha
Partner
Bankim chandra Sarkar
Asha lata Sarkar

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Baby Samanta

Bankim chandra Sarkar

Baisakhi Roy

Robin Sharma
Partner

- 3.1 This agreement shall commence or shall deemed to have commenced with the registration of the same interest.

ARTICLE IV - DEVELOPER'S / PROMOTER' S / PROMOTER' S / PROMOTER'S / PROMOTER'S RIGHT OF CONSTRUCTION:

- 4.1 The OWNERS hereby grant exclusive right to the DEVELOPER / PROMOTER to build upon and to 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, and the said construction is to be done according to the by-laws, rules and regulations of The West Bengal Town And Country (Planning And Development) Act, 1979 , The Real Estate (Regulation And Development) Act, 2016 and any other Laws for the time being in force 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 OWNERS 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 OWNERS shall have no right to demand any share from the share of the price paid by the intending Flat OWNERS 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 Residential Apartments/ Flats and Parking Spaces and whatsoever from the intending Purchasers and in that regard the OWNERS shall have no right to demand any share from the share of the price paid by the intending Flat

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Bankim chandra Sarkar
Asha Kanta Sarkar.

JAI JAGANNATH BUILDERS

Baby Samanta

Bankim chandra Sarkar

Baisakhi Roy

Robin Sharma
Partner

- 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 OWNERS or if any of the OWNERS do have more than one Khatian is his/her name then within 15 days from the execution of the deed, the OWNERS will be duty bound to take all initiatives to mutate the names in their names as per the provision of WBLR Act and Rules and Doctrine of "One Man One Khatian" 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.
- 4.8 That if at the time of the execution of the deed the record of nature and character of the property remains in any nature other than as it recorded in the L.R.R.O.R then within 15 days from the execution of the deed, the OWNERS will be duty bound to take all initiatives to convert the nature and character of the property and to "Tamil" i.e., to incorporate and execute the said Conversion (if applicable) in the LRROR without any further delay out of their own cost and expenses and in case of the any investment by the DEVELOPER / PROMOTER in such initiatives the OWNERS will reimburse the same accordingly .
- 4.9 That if any sort of amalgamation or enamel is needed in regard to the First Schedule mentioned properties, then in that event within 15 days from the execution of the deed, the OWNERS will be duty bound to take all initiatives to amalgamate or enamel the property without any further delay out of their own cost and expenses and in this respect the

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Pradyut Kumar Ghosh
Chairman P.D.O. Rajbati

Bankim chander Sarkar
Asha Lata Sarkar

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Baby Samanta

Bankim chander Sarkar

Baisakhi Roy

Sohini Karma
Partner

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 OWNERS shall hand over the Photocopies of all original Title Deed(s) and other papers and writings including the Photocopies of last paid up Panchayat Tax and the other Bills including Photocopies of Revenue Receipt issued by the Government of West Bengal through B.L.&L.R.O, Burdwan-2 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 OWNERS shall strictly unconditionally keep the original Title Deeds in their local custody so that the DEVELOPER / PROMOTER or the Advocate of the DEVELOPER / PROMOTER can make convenient inspection as when necessary.
- 5.3 Subject to the provisions contained herein, the OWNERS have and possess 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.

ARTICLE VI - EXECUTION OF THE PROJECT:

- 6.1 As per the plans which has to be sanctioned by the Burdwan Development Authority and the OWNERS through their constituted Power of Attorney holder namely
"JAI JAGANNATH BUILDERS" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Alisha, G.T.Road Joteram, P.O.- Rajbati, P.S- Burdwan, District - Purba Burdwan, West Bengal, Pin -713104, PAN. AASFJ5129M represented by its All Partners namely,
(i) **BABY SAMANTA, AADHAAR: 4911-1102-5103**, Daughter of Khetra Mohan Saha and Wife of Bachhu Samanta, by Faith- Hindu, by Occupation-

Bridget Kumar Jha
Pura para Burdwan
Bankim chandra Sarkar
Alisha lata Sarkar

JAI JAGANNATH BUILDERS

Baby Samanta

Bankim chandra Sarkar

Baisakhi Roy

Robin Sharma
Partner

Business by Nationality - Indian, residing at Kanainatshal, P.S.- Burdwan, P.O.- Sripally, Dist- Purba Bardhaman, Pin- 713103.; PAN- CNTPS4085H

(ii) **BANKIM CHANDRA SARKAR, AADHAAR: 3981-2517-7465**, Son of Late Jotindra Mohan Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: **AJDPS3143G**

(iii) **BAISAKHI ROY, AADHAAR.- 6397-4159-8053**, Daughter of Mahaprasad Sarkar and Wife of Koushik Roy by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Bhalobasha Apartments, G. T. Road, Alisha, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, Pin- 713101. PAN- **AWWPR9605A**

(iv) **ROBIN SHARMA, AADHAAR 6261-9233-1839**, Son of Rajendra Nath Sharma by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at B L Chowdhury Road, Bohila Para P.O. & P.S. - Burdwan, Dist- Purba Bardhaman, Pin- 713101. PAN- **AMCPS4218A**; 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 OWNERS. The construction will be in accordance with the Burdwan Development Authority sanctioned plans. The OWNERS 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 OWNERS shall not prevent the DEVELOPER / PROMOTER of the said premises from constructing the building in accordance with the plans sanctioned by the Burdwan Development Authority .

- 6.2 In as much as the construction on the said premises is concerned the DEVELOPER / PROMOTER shall act as licensee of the OWNERS and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNERS to carry out the construction of the proposed building 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

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Bidyut Kumar Ghosh
Chairman, Panchayat

Bankim chandra Sarkar
Asst. Lata Sarkar

JAI JAGANNATH BUILDERS

Baby Samanta

Bankim chandra Sarkar

Baisakhi Roy

So bin Sharma
Partner

Sanction Plan and the same will be considered completed only after obtaining the Completion Certificate from the Baikunthapur-II Gram Panchayat and/ or Burdwan Development Authority 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 OWNERS will resume to be in possession over the said First Schedule mentioned property in respect to their Allocation and Portion of the Constructed Building after the expiry of permission tenure of the Building plan as sanctioned by the Baikunthapur-II Gram Panchayat and/ or Burdwan Development Authority or the concerned Authority as the applicable 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 OWNERS or any of their agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during this period the DEVELOPER / 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

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Bankim chandra Sarkar
Asha lata Sarkar

JAI JAGANNATH BUILDERS

Baby Samanta

Bankim chandra Sarkar

Baisakhi Roy

Lo lin Sharma
Partner

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 OWNERS 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 OWNERS will keep and retain the entire consideration amount which was paid by the DEVELOPER / PROMOTER in favour of the OWNERS 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 OWNERS shall be entitled only upto the OWNERS ALLOCATION as defined in **Clause 1.6** of this agreement and nothing else.
- 7.3 The OWNERS shall be entitled to sell, transfer and/or otherwise deal with 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

Bidyut Kumar Ghosh
Principal Clerk

Bankimchandra Sarkar
Asha Lata Sarkar

JAI JAGANNATH BUILDERS

Baby Samanta

Bankimchandra Sarkar

Raisakhi Roy

Robin Sharma
Partner

prohibited under the existing Rules in force and/or by any other law for the time being in force.

- 7.4 In consideration of the DEVELOPER'S ALLOCATION having constructed the building at its own costs, 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 OWNERS shall be entitled to sell, transfer and/or otherwise deal only with the OWNERS' ALLOCATION in any circumstances and in this regard it must be mentioned that the necessary connections including Water, Electricity i.e, Electrical Transformer , Digital Generator etc . will be installed to the transferee in respect of the whole building only by the DEVELOPER / PROMOTER where the cost and expenses of such installation must be incurred by the intending purchasers/owners / transferee/ allottee.
- 7.6 The common area/facilities shall be jointly owned by the OWNERS and the DEVELOPER / PROMOTER for the common use and enjoyment of OWNERS'/DEVELOPERS allocation of space as per their share over land more specifically mentioned in the First Schedule, and save and except the said OWNERS' ALLOCATION the OWNERS can never sale any other Unit/Flat/Parking Space or shall not do any documentation or shall not execute any document and agreement for Sale in respect of any other flats and parking spaces and all such work will be done by their Power of Attorney Holder here being the DEVELOPER / PROMOTER Firm namely "JAI JAGANNATH BUILDERS" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Alisha, G.T.Road Joteram, P. O.- Rajbati, P.S - Burdwan, District - Purba Burdwan, West Bengal, Pin -713104, PAN. AASFJ5129M represented by its All Partners namely,
- (i) BABY SAMANTA, AADHAAR : 4911-1102-5103, Daughter of Khetra Mohan Saha and Wife of Bachhu Samanta, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Kanainatshal, P.S.- Burdwan, P.O.- Sripally, Dist- Purba Bardhaman, Pin- 713103.; PAN- CNTPS4085H
- (ii) BANKIM CHANDRA SARKAR, AADHAAR : 3981-2517-7465, Son of Late Jotindra Mohan Sarkar, by Faith- Hindu, by Occupation- Business by

Pradyut Kumar Ghosh
— Ghosh Pradyut Ghosh

Bankim chandra Sarkar
Asha Lata Sarkar

JAI JAGANNATH BUILDERS

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Bankim chandra Sarkar

Baisakhi Roy

Robin Sharma
Partner

Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: AJDPS3143G

(iii) **BAISAKHI ROY, AADHAAR- 6397-4159-8053**, Daughter of Mahaprasad Sarkar and Wife of Koushik Roy by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Bhalobasha Apartments, G. T. Road, Alisha, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, Pin- 713101. PAN- AWWPR9605A

(iv) **ROBIN SHARMA, AADHAAR 6261-9233-1839**, Son of Rajendra Nath Sharma by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at B L Chowdhury Road, Bohila Para P.O. & P.S. - Burdwan, Dist- Purba Bardhaman, Pin- 713101. PAN- AMCP54218A, on their behalf and the OWNERS shall not receive any consideration money in respect of the remaining flats and parking spaces from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank but all such payment are to be taken by the DEVELOPER / PROMOTER FIRM and the DEVELOPER / PROMOTER FIRM as the duly constituted Power of Attorney Holder and Authorized Agent(s) of the OWNERS shall deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank and will receive the Money/Consideration Amount from all such persons or institutions.

7.7 The DEVELOPER / PROMOTER FIRM shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion as stated in the aforesaid **Clause No. 1.7** of this Indenture which is not attached with the OWNERS' ALLOCATION and the DEVELOPER / PROMOTER may let out, sale out, convey, transfer or any type of settlement in regard and respect to any Flat or Residential Unit and/or Car Parking Space/Garage with the third parties to the extent of Developer's Share as stated in the aforesaid **Clause No. 1.7** of this Indenture and the OWNERS shall have no right over the said floors except in regard to their own Allocation and they by any or/and all means and also are debarred from claiming any right, title and interest in the near and remote future.

7.8 Both the OWNERS and the DEVELOPER / PROMOTER shall extend their best efforts in selling the constructed floor space at the maximum price.

7.9 In so far as the roof right is concerned, it will be allotted on the same proportion

Bidyut Kumar Ghosh.
Guru Pada Ghosh.
Bankim chandra Sarkar
Ashalata Sarkar.

JAI JAGANNATH BUILDERS

Baby Samanta

Bankim chandra Sarkar

Baisakhi Roy

Robin Sharma

Partner

of 40 % (18 % for Bidyut Kumar Ghosh, 18 % for Guru Pada Ghosh, 02 % for Bankim Chandra Sarkar and 02 % for Ashalata Sarkar) share in favour of OWNERS' ALLOCATION and rest 60 % share in favour of the DEVELOPER'S ALLOCATION barring the common facilities attached with the roof such as water tanks, antenna etc. In other words the entire Roof Right along with the Ground Floor and the Under-Ground Floor Right will be devolved upon the OWNERS and DEVELOPER / PROMOTER proportionately with 40 % (18 % for Bidyut Kumar Ghosh, 18 % for Guru Pada Ghosh, 02 % for Bankim Chandra Sarkar and 02 % for Ashalata Sarkar) allocation for the OWNERS and 60 % allocation for the DEVELOPER.

- 7.10 On completion of the building, but before giving possession, both the DEVELOPER / PROMOTER along with the OWNERS will conduct a survey of the super built up space/area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocations.
- 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 and the OWNERS shall have no right whatsoever to enter into any agreement personally with the intending purchasers for sale of any of the flats or parking spaces to be constructed by the DEVELOPER / PROMOTER over the land owned by the First Part (OWNERS) and the DEVELOPER / PROMOTER will have the right to construct further floors in the said proposed building in future if the DEVELOPER / PROMOTER obtains further permissions from Burdwan Development Authority with the modifications of the Building Sanction Plan (if required) to construct more floors and in that event the OWNERS will have no right to appoint any new DEVELOPER / PROMOTER except this existing DEVELOPER / PROMOTER or will have no right to raise any objection and moreover will not be entitled to get any excess share in the said proposed new constructed Floor save and except the already settled allocation of the OWNERS .

ARTICLE VIII - COMMON FACILITIES:

- 8.1 As soon as the construction of the building gets completed, the DEVELOPER / PROMOTER shall give written Notice cum Possession

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Robin Sharma

Partner

Certificate along with the Completion Certificate from the Burdwan Development Authority or the Concerned Authority, to the OWNERS requiring the OWNERS to take possession of their share of allocation in the building and as from date of service of such notice or issuance of such Certificate along with the said Completion Certificate and for all times thereafter the parties shall be exclusively responsible for the payment of the property taxes before the Baikunthapur-II Gram Panchayat and Revenue before the BL& LRO, Burdwan -II and other rate, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as THE SAID RATES) payable in respect of their respective allocations, such rates to be apportioned pro rata with reference to the total super built up space in the building if they are levied on the building as a whole.

8.2 The OWNERS shall punctually and regularly pay the proportionate share of the said rates to the concerned authorities or to the DEVELOPER / 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 OWNERS 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 the Possession Certificate along with the Completion Certificate, the OWNERS 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

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Asha Lata Sarkar

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Lokesh Sharma

Partner

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 OWNERS 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 The OWNERS shall not be entitled to get and receive any consideration in terms of advance payment in respect of their allocation which is more specifically mentioned in the "OWNERS' ALLOCATION" as defined in **Clause 1.6** of this agreement. The OWNERS shall retain their undivided proportionate share or interest share or interest in their land of the said **Schedule** mentioned property, in proportion to the area allotted to them as per OWNERS' ALLOCATION.
- 9.2 In consideration of the DEVELOPER / PROMOTER agreeing to build and complete in all respect the OWNERS' ALLOCATION to the building at the said premises, and in that regard none of the said OWNERS will be eligible to get any earnest consideration amount and the OWNERS will get their share in terms of monetary consideration at the time of booking of the flats by the prospective/ intending purchasers and the OWNERS by all virtue, in any and all consequence will be entitled to select and elect the said prospective/ intending Purchasers in respect of the OWNERS' ALLOCATION and OWNERS will get their share without any prejudice at the time of booking and/or agreement for sale and/or sale proceeding of the Flats.
- 9.3 That in respect of the DEVELOPER'S ALLOCATION and in respect of the Total Constructed Portion of the Building, the DEVELOPER / PROMOTER shall receive the consideration price from the **Intending Purchaser or Allottee s** as per the agreed terms and conditions upon set forth consideration amount and schedule of payment, payable by the **Intending Purchaser or Allottee s** from the total DEVELOPER'S

Pradyot Kumar Ghosh
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Ashwata Sarkar

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Baisakhi Roy

Solima Sharma

Partner

ALLOCATION and from the rest constructed portion of the building and that will be adjusted after receiving advance from the **Intending Purchaser or Allottee s** against each Residential Flat and/or Car Parking Space at the time of execution of Agreement for Sale and the same will/may also be adjusted from the consideration amount of the Unit, Flat/Residential Units and/or. Garage/Car 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 by way of obtaining the Completion Certificate from the Burdwan Development Authority or the Competent Authority whatsoever before the expiry of permission tenure of the Building plan as sanctioned by Burdwan Development Authority 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 OWNERS 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 OWNERS and the DEVELOPER / PROMOTER nor shall the OWNERS 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 or the construction of the buildings and development of the complex as well as for Booking and executing Agreement for Sale and also Sale Deed of Flats and Car Parking Space and moreover the receiving of earnest consideration

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Ashwata Sarkar.

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Polin Sharma

Partner

amount, advance money etc for the Sale Proceeds 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 OWNERS but any such dealings shall not create or foster in any manner any financial, civil and/or criminal liability of the OWNERS and the OWNERS will not be liable in any case or circumstance in respect of the said project as well as for any financial liability of the DEVELOPER / PROMOTER either in its name or in the name of the present OWNERS 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 OWNERS and various applications and other documents may be required to be signed or made by the OWNERS relating to which no specific provision has been made herein, the OWNERS hereby authorizes the DEVELOPER / 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

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Asha Lata Sarkar

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Baisakhi Roy

Lolita Sharma

Partner

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 OWNERS 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 OWNERS 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 OWNERS if delivered by hand or sent by prepaid registered post.
- 11.11 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the OWNERS 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 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 Development Authority or the concerned Authority the DEVELOPER / PROMOTER and/or its transferees and the OWNERS and/or their transferees shall be liable to pay and bear proportionate charges on account of all other taxes payable in respect of their respective spaces.

Bidyut Kumar Ghosh
Suman Prasad Ghosh
Bankim Chandra Sarkar
Ashwini Lata Sarkar

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Robin Sharma

Partner

- 11.13 The DEVELOPER / PROMOTER shall install any equipment or/and erect and maintain in the said premises at its/his own cost all facilities required for execution of the project.
- 11.14 The OWNERS 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 OWNERS.
- 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 Indenture.
- 11.16 That the building(s) to 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 "SHANTINIKETAN" 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 OWNERS 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 Accounts of the DEVELOPER; to enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney being the OWNERS and execute the Agreement for Sale by receiving the advance amount and

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Pradyot Kumar Sharma
Owner

Bankim Chandra Sarkar
Asha Lata Sarkar

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Robin Sharma
Partner

if required, to appear before the registering authority and presenting the same and shall 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 OWNERS / executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed Multi--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 OWNERS are required, hence for the said reason the OWNERS hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER / PROMOTER may

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Chandra Ghosh
Bankim Chandra Sarkar
Ashalata Sarkar.

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Polin Sharma

Partner

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 OWNERS,

- i) **BIDYUT KUMAR GHOSH** AADHAAR : 3957-0042-4410 Son of Late Umakanta Ghosh , by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, P.S.- Burdwan, P.O.- Jotram, Dist.- Purba Bardhaman, Pin- 713104 . PAN: AQPPG2765B
- ii) **GURU PADA GHOSH,** AADHAAR : 4971-0459-8402 Son of Late Dulal Chandra Ghosh , by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, P.S.- Burdwan, P.O.- Jotram, Dist.- Purba Bardhaman, Pin- 713104. PAN: AFHPG0726P
- iii) **BANKIM CHANDRA SARKAR,** AADHAAR : 3981-2517-7465 Son of Late Jotindra Mohan Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin - 713104; PAN: AJDPS3143G
- iv) **ASHALATA SARKAR,** AADHAAR : 4598-4247-7091 Wife of Bankim Chandra Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: AKOPS3233M; SEND GREETINGS:-

WHEREAS the Executants/Executors of this Power of Attorney are the OWNERS 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 Executants/Executors of this Power of Attorney being the OWNERS intended and proposed to develop the said First Schedule mentioned property by construction and erection 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-

Bidyut Kumar Ghosh
—Owner, P.O. Joteram
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Partner

-storeyed Residential building inclusive of 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/allottees.

AND WHEREAS in connection to such proposal, Executants/Executors of this Power of Attorney being the OWNERS 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 Executants/Executors of this Power of Attorney being the OWNERS have already confirmed that for purpose of the said Agreement, one Registered Power of Attorney will be executed in favour of the DEVELOPER / PROMOTER Firm, i.e., the Holder of this Power of Attorney and for the same purpose Executants/Executors of this Power of Attorney being the OWNERS are hereby executing this Power of Attorney.

AND WHEREAS Executants/Executors of this Power of Attorney being the OWNERS are 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.

5. **AND WHEREAS** due to their engagements with other businesses Executants/Executors of this Power of Attorney being the OWNERS frequently move out of the town which clearly disable the Executants/Executors of this Power of Attorney being the OWNERS from appending their signature to various deeds, documents, consents and other instruments therefore Executants/Executors of this Power of Attorney being the OWNERS appoint, the DEVELOPER / PROMOTER FIRM namely "JAI JAGANNATH BUILDERS" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Alisha, G.T.Road Joteram, P. O.- Rajbati, P.S - Burdwan, District - Purba Burdwan, West

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Baisakhi Roy

Robin Sharma
Partner

Bengal, Pin -713104, PAN. AASFJ5129M being represented by its all Partners namely,

- (i) **BABY SAMANTA, AADHAAR : 4911-1102-5103**, Daughter of Khetra Mohan Saha and Wife of Bachhu Samanta, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Kanainatshal, P.S.- Burdwan, P.O.- Sripally, Dist- Purba Bardhaman, Pin- 713103.; PAN- CNTPS4085H
- (ii) **BANKIM CHANDRA SARKAR, AADHAAR : 3981-2517-7465**, Son of Late Jotindra Mohan Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin - 713104; PAN: AJDPS3143G
- (iii) **BAISAKHI ROY, AADHAAR.- 6397-4159-8053**, Daughter of Mahaprasad Sarkar and Wife of Koushik Roy by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Bhalobasha Apartments, G. T. Road, Alisha, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, Pin- 713101. PAN- AWWPR9605A
- (iv) **ROBIN SHARMA, AADHAAR 6261-9233-1839**, Son of Rajendra Nath Sharma by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at B L Chowdhury Road, Bohila Para P.O. & P.S. - Burdwan, Dist- Purba Bardhaman, Pin- 713101. PAN- AMCPS4218A;

Or the Authorised Representative of the DEVELOPER / PROMOTER FIRM duly authorised by all the Partners Or Authorised Signatory of the DEVELOPER / PROMOTER FIRM duly authorised by all the Partners Or Registered Power of Attorney Holder of the DEVELOPER / PROMOTER FIRM duly empowered by all the Partners OR the Constituted Attorney of the DEVELOPER / PROMOTER FIRM duly empowered by all the Partners, as the Attorney or Agent of the Executants / Executors of this Power of Attorney being the OWNERS with full power to construct the proposed new building/apartments by developing the same in the First Schedule mentioned land and thereafter stated on the behalf of the Executants/Executors of this Power of Attorney being the OWNERS and in the names of the Executants/Executors of this Power of

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Attorney being the OWNERS and which the said attorney have agreed to do and the same hereby been executed in regard to the terms to which Executants/Executors of this Power of Attorney being the OWNERS 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 OWNERS NAMELY:

(i) BIDYUT KUMAR GHOSH AADHAAR : 3957-0042-4410 Son of Late Umakanta Ghosh , by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, P.S.- Burdwan, P.O.- Jotram, Dist.- Purba Bardhaman, Pin- 713104 . PAN: AQPPG2765B

(ii) GURU PADA GHOSH, AADHAAR : 4971-0459-8402 Son of Late Dulal Chandra Ghosh , by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, P.S.- Burdwan, P.O.- Jotram, Dist.- Purba Bardhaman, Pin- 713104. PAN: AFHPG0726P

(iii) BANKIM CHANDRA SARKAR, AADHAAR : 3981-2517-7465 Son of Late Jotindra Mohan Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: AJDPS3143G

(iv) ASHALATA SARKAR, AADHAAR : 4598-4247-7091 Wife of Bankim Chandra Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: AKOPS3233M; Do hereby nominate constitute and appoint, the DEVELOPER / PROMOTER FIRM namely "JAI JAGANNATH BUILDERS" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at Alisha, G.T.Road Jotram, P. O.- Rajbati, P.S - Burdwan, District - Purba Bardhaman, West Bengal, Pin -713104, PAN. AASFJ5129M represented by its All Partners namely,

(i) BABY SAMANTA, AADHAAR : 4911-1102-5103 Daughter of Kheta Mohan Saha and Wife of Bachhu Samanta, by Faith- Hindu, by Occupation-

Bidyut Kumar Ghata
Partner

Bankimchandra Sarkar
Asha Lata Sarkar

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Bankimchandra Sarkar

Baisakhi Roy

Robin Sharma

Partner

Business by Nationality - Indian, residing at Kanainatshal, P.S.- Burdwan, P.O.- Sripally, Dist- Purba Bardhaman, Pin- 713103; PAN- CNTPS4085H

(ii) **BANKIM CHANDRA SARKAR, AADHAAR : 3981-2517-7465** Son of Late Jotindra Mohan Sarkar, by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Alisha, G.T. Road, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, West Bengal, Pin -713104; PAN: AJDPS3143G

(iii) **BAISAKHI ROY, AADHAAR.- 6397-4159-8053** Daughter of Mahaprasad Sarkar and Wife of Koushik Roy by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at Bhalobasha Apartments, G. T. Road, Alisha, P.S.- Burdwan, P.O.- Jotram, Dist- Purba Bardhaman, Pin- 713101. PAN- AWWPR9605A

(iv) **ROBIN SHARMA, AADHAAR 6261-9233-1839**, Son of Rajendra Nath Sharma by Faith- Hindu, by Occupation- Business by Nationality - Indian, residing at B L Chowdhury Road, Bohila Para P.O. & P.S. - Burdwan, Dist- Purba Bardhaman, Pin- 713101. PAN- AMCPS4218A; Or the Authorised Representative of the **DEVELOPER / PROMOTER FIRM** duly authorised by all the Partners Or Authorised Signatory of the **DEVELOPER / PROMOTER FIRM** duly authorised by all the Partners Or Registered Power of Attorney Holder of the **DEVELOPER / PROMOTER FIRM** duly empowered by all the Partners OR the **Constituted Attorney of the DEVELOPER / PROMOTER FIRM** duly empowered by all the Partners to be their true and lawful Attorney with full authority and power to do and execute all acts, deeds and things mentioned below from and on behalf of their and in his names 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 OWNERS as mentioned in below.
2. To sign all letters (including the written consent of the Executant/Executor of this Power of Attorney being the OWNERS to the DEVELOPER / PROMOTER or prospective buyers/intending purchasers or agreements with such prospective buyers /intending purchasers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the

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Rohit Sharma

Partner

Executants/Executors of this Power of Attorney being the OWNERS, assurances or any other instruments requiring the signature of the Executants/Executors of this Power of Attorney being the OWNERS.

3. To appear before the Burdwan Development Authority and to do all acts deeds and things in relation to the completion of mutation in the names of the Executants/Executors of this Power of Attorney being the OWNERS and to sign on giving acknowledgements receipt on behalf of the Executants/Executors of this Power of Attorney being the OWNERS.

4. For the more better and more effectual execution of the powers and authorities aforesaid, the Attorney of the Executants/Executors of this Power of Attorney being the OWNERS 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 Executants/Executors of this Power of Attorney being the OWNERS, assurances or any other instrument requiring the signature of the Executants/Executors of this Power of Attorney being the OWNERS before the Registrar, Notary, Oath, Commissioner or other public authorities as if the same was duly executed by the Executants/Executors of this Power of Attorney being the OWNERS 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 Executants/Executors of this Power of Attorney being the OWNERS personally.

5. To receive for safe custody various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants/Executors of this Power of Attorney being the OWNERS, assurances or any other instrument requiring the signature of the Executants/Executors of this Power of Attorney being the OWNERS and signed by him under this present and hand over the same for safe custody.

6. To present the Executants/Executors of this Power of Attorney being the OWNERS 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

Bridget Mary Gault
- Partner, Padma Gault & Co.

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Asha Lata Sarkar

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Baby Samanta

Bankim chandra Sarkar

Baisakhi Roy

Solih Sharmen
Partner

or Counsel and to give instructions to them on behalf of the Executants/Executors of this Power of Attorney being the OWNERS for the purpose of conducting the litigations, if any, as the said Attorney of the Executants/Executors of this Power of Attorney being the OWNERS 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 above mentioned documents usually to be done by the Executants/Executors of this Power of Attorney being the OWNERS and to sign generally on behalf of any in their names including the approval of the said document or documents which the prospective / intending purchasers of the flats may require if necessary and for that purpose the said Attorney of the Executants/Executors of this Power of Attorney being the OWNERS are hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Joint- Registrar or Registrar of Assurances or any other registering authority officer or officers as occasioned shall or may require AND thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the Attorney of the Executants/Executors of this Power of Attorney being the OWNERS 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 OWNERS 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 Executants/Executors of this Power of Attorney being the OWNERS 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 Executants/Executors

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Bridget Kumar Singh
— Partner, Pao & Co. Chartered Accountants

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Asha Lata Sarkar

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Baisakhi Roy

Sobin Sharma
Partner

of this Power of Attorney being the OWNERS shall be construed as being signed and/or executed by the Executants/Executors of this Power of Attorney being the OWNERS and/or done by themselves.

9. To leave out and to transfer by way of gift a strip of land in favour of any Authority on the front attached with the access road to fulfil the required criteria of existing Building Rules for maintaining the Floor Area Ratio (FAR) of the Building Plan and also the other plan/plans for construction of the building as submitted by the DEVELOPER / PROMOTER and at the costs of the DEVELOPER / PROMOTER before Sanctioning Authority in order to construct Multi -Storied Building comprised with Residential or Commercial Flats and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER / PROMOTER which is duly sanctioned by the said Authority.

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 Executants/Executors of this Power of Attorney being the OWNERS.

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, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said Attorney is 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 Executants/Executors of this Power of Attorney being the OWNERS as the lawful Attorney of the Executants/Executors of this Power of Attorney being the OWNERS 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 Executants/Executors of this Power of Attorney being the OWNERS and on behalf of the Executants/Executors of this

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Bidyut Kumar Das
Sole Partner

Bankim chander Sarkar
Asha Lata Sarkar

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Baisakhi Roy

Polin Sharma
Partner

Power of Attorney being the OWNERS 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 Development Authority or any other competent authority against acknowledgement receipt on behalf of the Executants/Executors of this Power of Attorney being the OWNERS as the lawful Attorney of the Executant/Executor of this Power of Attorney being the OWNERS.

14. To appear for and on behalf of the Executants/Executors of this Power of Attorney being the OWNERS in office of the WBSEDCL, West Bengal Electricity Supply, Burdwan Development Authority 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 complaints, 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 Executants/Executors of this Power of Attorney being the OWNERS and the Executants/Executors of this Power of Attorney being the OWNERS do hereby ratify, agree and undertake to ratify and conform all acts deeds the Attorney of the Executants/Executors of this Power of Attorney being the OWNERS 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.

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Bridget Kumar Guleri
— Spouse of Dr. B. S. Guleri
Bankim chandra Sarker
Asha Lata Sarker

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Baby Samanta

Bankim chandra Sarker

Baisakhi Roy

Rohini Sharma
Partner

17. To appoint an architect and to get the plan of the proposed building sanctioned by the Burdwan Development Authority and other authorities concerned in respect of the proposed building.

18. To make necessary applications and signed all papers, to appear before the Burdwan Development Authority, 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 Development Authority and other authorities.

19. To develop and construct proposed building on the said plot and to utilize the land for the process of construction of the Multi Storied Residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the sanctioned plan and according to specifications and other requirements of the Burdwan Development Authority 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 Development Authority 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.

24. To file or defend any suit on behalf of the Executants/Executors of this Power of Attorney being the OWNERS regarding the First Schedule mentioned property and 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

Pradyot Kumar Jyoti
— Partner, para 25/26/27/28/29/30/31

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Asha Lata Sarkar

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Baisakhi Roy

Colin Sharma
Partner

Court, Tribunal or any of the office or offices and to depose on behalf of the Executant/Executor of this Power of Attorney being the OWNERS.

25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.

26. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.

27. 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.

28. 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.

29. To apply for the inspection of and to inspect any Judicial records any records of any office or offices.

30. 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 Executants/Executors of this Power of Attorney being the OWNERS is or may be party or any way interested.

31. To Pledge or Hypothecate or Mortgage or Charge or Concur in pledging or hypothecating or mortgaging or charging or whatsoever, to or in favour of any Bank or Banks or any other Financial Institutions Body, at the time of obtaining any loan or financial assistance or whatsoever in connection with the development of this project by placing of the Title Deed(s) and related Title Documents subject to such conditions as the Attorney may think fit whatsoever in connection with the development of this project and for that purpose to sign execute and deliver all the instrument and deed of mortgage, charge, encumbrance, hypothecation, pawn, pledge, lien, and trust receipt and to receive the consideration money or otherwise for such mortgage, charge, hypothecation, pawn, pledge, lien and the like.

Pradyut Kumar Jha
Chairman

Bankim chandra Sarker
Asha Lata Sarker

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Baby Samanta

Bankim chandra Sarker

Baisakhi Roy

Lohita Sharma

Partner

32. To negotiate for sale of the First Schedule mentioned property and to settle the consideration amount and to receive the consideration amount on behalf of the OWNERS in respect of the Owners' Allocation as well as of the Developer's Allocation and to deposit the said amount in the Bank Accounts of the OWNERS (if the OWNERS are entitled for any Consideration Amount or its share).
33. To execute, sign and enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney being the OWNERS in respect of the OWNERS' Allocation as well as of the Developer's / Promoter's Allocation and execute the agreement for sale by receiving the advance amount in respect of the OWNERS' Allocation as well as of the Developer's / Promoter's Allocation and to appear before the registering authority and presenting the same and shall admit for execution and registration in respect of the Owners' Allocation as well as of the Developer's / Promoter's Allocation and to receive the consideration amount on behalf of the OWNERS in respect of the Owners' Allocation as well as of the Developer's / Promoter's Allocation and to deposit the said amount in the Bank Accounts of the OWNERS (if the OWNERS are entitled for any Consideration Amount or its share).
34. To sign, admit and execute the sale deed in favour of the prospective / intending purchasers in respect of the Owners' Allocation as well as of the Developer's Allocation and to receive consideration from them in respect of the Owners' Allocation as well as of the Developer's / Promoter's Allocation and to present for registration all such documents as may be necessary in favour of prospective / intending purchasers and admit execution thereof on behalf of the OWNERS/Executant in respect of the Owners' Allocation as well as of the Developer's / Promoter's Allocation 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 OWNERS and to deposit the said amount in the Bank Accounts of the OWNERS (if the OWNERS are entitled for any Consideration Amount or its share).
35. To receive the entire amount of the consideration amount directly from the Purchaser(s) and/or from any Financial Institution and/or Bank and/or

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Bankim chandra Sarkar
Asha Lata Sarkar

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Baisakhi Roy

Polin Sharma

Partner

Investor (individual or Juristic Entity) for selling of the flats and parking spaces from all the purchasers and to receive the consideration amount on behalf of the OWNERS in respect of the OWNERS's Allocation and to keep and retain the said amount to reimburse and to make adjustment 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.

36. To Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective/intending purchasers in respect of the OWNERS' ALLOCATION and also DEVELOPER'S / PROMOTER'S ALLOCATION before any Registering Office by representing the OWNERS and by signing on his behalf and by admitting any document and deed on their behalf and to receive consideration from the prospective/intending purchasers and to present for registration all such documents as may be necessary in favour of prospective/intending purchasers and to admit execution thereof on behalf of the owners / executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNERS.

37. To deliver the possession in favour of the prospective/intending purchasers on behalf of the Executants/Executors of this Power of Attorney being the OWNERS.

38. Generally to Act as the Attorney or Agent of the Executants/Executors of this Power of Attorney being the OWNERS in relation to the matter aforesaid and all other matters in which the Executants/Executors of this Power of Attorney being the OWNERS may be interested or concerned and on behalf of the Executants/Executors of this Power of Attorney being the OWNERS 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 OWNERS 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

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— Deena Poo Gunt
Bankim chandra Sarkar
Asha Lata Sarkar

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Baisakhi Roy

Rohin Sharma
Partner

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 OWNERS 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 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 Burdwan 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 OWNERS 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 and Registration Fees over the market value assessed by the Directorate of Registration & Stamp Revenue, Govt. of West Bengal has been duly paid by the Party of the SECOND PART. The photos, finger prints,

Bidyut Kumar Ghosh
Suren Das Ghosh
Bankim chandra Sarkar
Abhaleta Sarkar.

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Baisakhi Roy

Rohini Sharma

Partner

signatures of OWNERS, 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 THE LAND situated at Dist. Purba Bardhaman within Sub-Registry Office at Burdwan, P.S. Bardhaman Mouza Alisha, J.L No. 77 within Baikunthapur-II Gram Panchayat bearing :

Sl No:	L.R.Plot No:	L.R.Kh.No:	Class	Proposed use	Area
1	121	260	Shali	Bastu	22.50 Decimals
2	121	410	Shali	Bastu	22.50 Decimals
3	122	242	Bastu	Bastu	02.31 Decimals
4	122	243	Bastu	Bastu	02.04 Decimals
Total Area					49.35 Decimals

AND THE SAID PREMISES IS BUTTED AND BOUNDED BY,

On the North: R.S. & L.R. Plot No: 122 (Part)

On the South: R.S. & L.R. Plot No: 118 & Common Passage

On the East: R.S. & L.R. Plot Nos: 102 & 117

On the West: R.S. & L.R. Plot Nos: 120 & 122

THE SECOND SCHEDULE ABOVE REFERRED TO

TOTAL AREA OF PROPERTY GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT:- 49.35 Decimals (A Little More or Less) i.e., i.e., 01 Bigha 09 Kathas 14 Chataks 25 Sq. Ft. (A Little More or Less).

THE THIRD SCHEDULE ABOVE REFERRED TO

(Construction of Residential Flats 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

Porshant Kumar Gupta
-Owner

Bankim chandra Sarkar

Asha Lata Sarkar

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Bankim chandra Sarkar

Raisakhi Roy

Rolin Barma

Partner

FLOOR:-

Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively, Marble/Vitrified Floor Tiles for All room, Balcony, Hall, Kitchen, Bath/Toilet, Lobby, Floor Passage, Stairs and also for the Section.

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. from 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 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 areas will be finished with neat cement finish.

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Asha Lata Sarker

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Baisakhi Roy

Rohini Sharma

Partner

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 Section all the Hardware Fittings will be of aluminium. If there are any internal doors in the units then such will have all the necessary locking arrangements. The Metal Shutter may be fixed as the main entrance to each Office/ .

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 Two light points, One Plug point, One Fan Point. Living Room cum Dinning Space Three light Points Two Fan Point. One Plug Point. One Freeze point. Kitchen One light Point, One Power Point, One Exhaust fan 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

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 Section the drainage line will be connected to the existing sewer line through the Master trap. Each ping cum Zone cum Area and/or /Office/ Unit have separate water supply line from the overhead water reservoir through P.V.C. Pipes and

Pridyut Kumar Ghosh
- Partner - Panch
Bankim chandra Sarkar
Arha Lata Sarkar

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Bankim chandra Sarkar

Baisakhi Roy

Polin Sharma

Partner

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 Area toilet will be common unless and otherwise requested or asked by the /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 Section at the request and demand of the Office/ 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 TANK:-

P.V.C. or Concrete [if the DEVELOPER / PROMOTER deems it fit and proper].

ADDITIONAL WORK:-

Any extra additional work done by the Developer, at the request of the OWNERS and/or PURCHASERS shall be charged extra at market rate and the OWNERS 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. Entrance and Exits to the Premises.

Bridget Kuan Jm
-Purvi Padi Padi

Bankim chandra Sarker
Asfa Lata Sarker.

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Bankim chandra Sarker

Baisakhi Roy

Robin Sharma
Partner

2. Stair Case,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floors of the New Building.
5. Passage for Entrance,
6. Passage to approach common areas,
7. Pump (Deep Tube Well/Submersible Pump of adequate capacity to ensure round the clock),
8. Electric Meter & Electric Meter Space,
9. Electric/Utility room & Water Pump room
10. Septic Tanks,
11. Boundary Walls with Entrance Gate,
12. Water Harvest (if any),
13. Overhead Water Tank,
14. Transformer and space (if any),
15. Digital Generator and space (if any),
16. Lift,
17. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
18. Lighting of the Common Portions.
19. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
20. 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).
21. 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 OWNERS, 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:-

Koushik Roy
S/O. Uma Charan Roy
Al'eha, G.T. Road
Burdwan

Bidyut Kumar Ghosh
Guru para Ghosh
Bankim chandra Sarkar
Ashwata Sarkar

SIGNATURES OF THE OWNERS

Sankar Sarkar
96 Sadhana Sarkar
Burdwan Judges
Court - Burdwan
713101

JAI JAGANNATH BUILDERS
Baby Sarmanta
Bankim chandra Sarkar
Baisakhi Roy
Lohin Sharma
Partner

SEAL & SIGNATURE OF THE DEVELOPER

Drafted by me & typed in my office.
Sumit Ranjan Bhadra
Sumit Ranjan Bhadra, LL.M, Advocate,
Enrolment No: WB/612/2003
Hon'ble Calcutta High Court, Kolkata.



JAI JAGANNATH BUILDERS

Alisha, G.T. Road, Joteram

Dist. - Purba Bardhaman, Pin - 713104

Email : jaijagannath722@gmail.com, Mobile : 7001454284, 9732364123

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EXTRACT OF THE MINUTES OF THE MEETING OF THE PARTNERS OF THE  
PARTNERSHIP FIRM HELD AT THE REGISTERED OFFICE OF THE FIRM AT,  
ALISHA, G.T.ROAD P. O.- JOTERAM, P.S - BURDWAN DIST: PURBA  
BARDHAMAN 713104 ON 21<sup>ST</sup> SEPTEMBER, 2023 AT 4:00 P.M.  
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“RESOLVED THAT” it has been unanimously decided by the Partners, that this
Firm will enter into a Development Agreement with the Owners of the Schedule
Property namely Bidyut Kumar Ghosh, Guru Pada Ghosh, Bankim Chandra
Sarkar and Ashalata Sarkar to develop the same and to subsequently sell the
developed properties to the intending purchasers

SCHEDULE

All that piece and parcel of the land situated at Dist. Purba Bardhaman within
Sub-Registry Office at Burdwan, P.S. Bardhaman Mouza Alisha, J.L No. 77
within Baikunthapur-II Gram Panchayat bearing :

Sl No:	L.R.Plot No:	L.R.Kh.No:	Class	Proposed use	Area
1	121	260	Shali	Bastu	22.50 Decimals
2	121	410	Shali	Bastu	22.50 Decimals
3	122	242	Bastu	Bastu	02.31 Decimals
4	122	243	Bastu	Bastu	02.04 Decimals
Total Area					49.35 Decimals

JAI JAGANNATH BUILDERS

Baby Sementa
Partner

JAI JAGANNATH BUILDERS

Baisakhi Roy
Partner

JAI JAGANNATH BUILDERS

Bankim chandra Sarkar
Partner

JAI JAGANNATH BUILDERS

1
Soli Sharma
Partner


SPECIMEN FORM FOR TEN FINGERPRINTS

 <p><i>Bidyut Kumar Ghosh</i></p>					
	Little	Ring	Middle (Left)	Fore (Left)	Thumb
					
	Thumb	Fore	Middle (Right)	Ring (Right)	Little

Signature *Bidyut Kumar Ghosh*


































 <p><i>Gurus Pada Ghosh</i></p>					
	Little	Ring	Middle (Left)	Fore (Left)	Thumb
					
	Thumb	Fore	Middle (Right)	Ring (Right)	Little

Signature *Gurus Pada Ghosh*

 <p><i>Bankim chander Sarkar</i></p>					
	Little	Ring	Middle (Left)	Fore (Left)	Thumb
					
	Thumb	Fore	Middle (Right)	Ring (Right)	Little

Signature *Bankim chander Sarkar*

SPECIMEN FORM FOR TEN FINGERPRINTS

 Abha Lata Sarkar					
	Little	Ring	Middle (Left)	Fore (Left)	Thumb
					
Thumb	Fore	Middle (Right)	Ring (Right)	Little	
Signature <u>Abha Lata Sarkar</u> ✓					
 Baby Samanta					
	Little	Ring	Middle (Left)	Fore (Left)	Thumb
					
Thumb	Fore	Middle (Right)	Ring (Right)	Little	
Signature <u>Baby Samanta</u> ✓					
 Ban Kim Chandan Sarkar					
	Little	Ring	Middle (Left)	Fore (Left)	Thumb
					
Thumb	Fore	Middle (Right)	Ring (Right)	Little	
Signature <u>Ban Kim Chandan Sarkar</u>					

Partner

JAI JAGANNATH BUILDERS

Partner

SPECIMEN FORM FOR TEN FINGERPRINTS

 Baisakhi Roy					
	Little	Ring	Middle (Left)	Fore (Left)	Thumb
					
	Thumb	Fore	Middle (Right)	Ring (Right)	Little

JAI JAGANNATH BUILDERS
 Signature Baisakhi Roy
 Partner














 Rohin Sharma					
	Little	Ring	Middle (Left)	Fore (Left)	Thumb
					
	Thumb	Fore	Middle (Right)	Ring (Right)	Little

JAI JAGANNATH BUILDERS
 Signature Rohin Sharma
 Partner



SPECIMEN FORM FOR TEN FINGERPRINTS

 <p>Koushik Roy</p>					
					
	<p>Little</p>	<p>Ring</p>	<p>Middle (Left)</p>	<p>Fore Hand)</p>	<p>Thumb</p>
					
<p>Thumb</p>	<p>Fore</p>	<p>Middle (Right</p>	<p>Ring Hand)</p>	<p>Little</p>	
<p>Signature</p>	<p>Koushik Roy</p>				

आयकर विभाग
INCOME TAX DEPARTMENT
BIDYUT KUMAR GHOSH



भारत सरकार
GOVT. OF INDIA

UMAKANTA GHOSH

02/03/1970

Permanent Account Number
AQPPG2765B

Bidyut Kumar Ghosh
Signature



04322409

इस कार्ड से जुड़े - पापे पर प्रमाणित करें / जटिल
आयकर वेब सेवा देखें, या इस से एक
प्राप्त की जा सकती है, कृपया निम्न संख्याओं पर,
एस. बी. मार्ग, लोअर पार्क-मुम्बई - 400 013.

If this card is lost / someone's lost card is found,
please inform / return to:

Income Tax PAN Services Unit, NSDL
1st Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Park-Mumbai - 400 013.

Tel: 91-22-2495 4630, Fax: 91-22-2495 0664,
e-mail: info@nsdl.co.in

Bidyut Kumar Ghosh

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AFHPG0726P



नाम /NAME

GURU PADA GHOSH

पिता का नाम /FATHER'S NAME

DULAL CHANDRO GHOSH

जन तिथि /DATE OF BIRTH

02-11-1952

हस्ताक्षर /SIGNATURE

Guru Pada Ghosh

[Signature]

अधीन संख्या, १४-१११

COMMISSIONER OF INCOME-TAX, W.B.-1

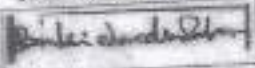
— Guru Pada Ghosh

नाम / PERMANENT ACCOUNT NUMBER
AJDPS3143G

नाम / NAME
BANKIM CHANDRA SARKAR


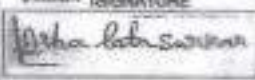
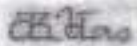
पिता का नाम / FATHER'S NAME
JOTINDRA MOHAN SARKAR

जन्म तिथि / DATE OF BIRTH
04-08-1959

वर्तमान हस्ताक्षर


आयकर अधिकारी, प.प्र.प.
COMMISSIONER OF INCOME TAX, W.B.-I

Bankim chandra Sarkar

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER	AKOPS3233M	
नाम / NAME	ASHA LATA SARKAR	
पिता का नाम / FATHER'S NAME	KHITISH CHANDRA DAS	
जन्म तिथि / DATE OF BIRTH	07-11-1966	
हस्ताक्षर / SIGNATURE		
		आयकर अधिकारी, प.स. 33 COMMISSIONER OF INCOME-TAX, W.S. - 33

Asha Lata Sarkar.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

BABY SAMANTA
KHETRA MOHAN SAHA

03/01/1966
Permanent Account Number
CNTPS4085H

Baby Samanta
Signature

0701310

Baby Samanta



Baisakhi Roy

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ROBIN SHARMA

RAJENDRA NATH SHARMA

13/10/1972

Permanent Account Number

AMCPS4218A

Robin Sharma
Signature



00092004

Robin Sharma

Robin Sharma

ভারতের নির্বাচন কমিশন
ELECTION COMMISSION OF INDIA
নির্বাচন ফটো পরিচয় কার্ড ELECTION PHOTO IDENTITY CARD

IMW2252715



নাম: বিদ্যুৎ কুমার ঘোষ
Name: BIDYUT KUMAR GHOSH
পিতার নাম: উমাকান্ত ঘোষ
Father's Name: Umakanta Ghosh

EPIC No: IMW2252715

লিঙ্গ/Gender: পুরু / Male
জন্ম তারিখ / বয়স: 02-03-1970
Date of Birth/Age:
ঠিকানা: আলিশা পাড়া ও উল্লাস, আলিশা, বর্ধমান (সদর), পূর্ব
বর্ধমান, 713103
Address: Alisha Para O Ullash, Alisha, BURDWAN
(SADAR), PURBA BARDHAMAN, 713103

তারিখ/Date: 08-03-2022 নির্বাচক নিবন্ধন অধিকারিক
Electoral Registration Officer

বিধানসভা নির্বাচন কেন্দ্রের নং ও নাম: 266-বর্ধমান উত্তর
(সংসদীয় জাতি)
Assembly Constituency No. and Name: 266-Burdwan
(SC)

Note:
1. এই নির্বাচন ফটো, আগের ফটো থেকে নিজ বর্তমান চেহারার তুলনায়
আপনার নাম আছে কিনা।
1) Before every Election, please check that your name exists in
current electoral roll.
2. নির্বাচনের ইশতেহার বাকী, এই কার্ডটি ব্যক্তিগত প্রমাণ নথি।
2) This card is not a proof of age except for the purpose of
election.

Bidyut Kumar Ghosh

ভারতের নির্বাচন কমিশন
ELECTION COMMISSION OF INDIA
নির্বাচনভিত্তিক পরিচয় কার্ড ELECTION PHOTO IDENTITY CARD

IMW2228546



নাম : গুরুপাদ গোস্বামী
Name : Gurupada Ghosh
পিতার নাম : দুলাচন্দ্র গোস্বামী
Father's Name : Dulachandra Ghosh

সিআরসি নং : 51-Male
জন্ম তারিখ : ১৯৮৮
Date of Birth: Age
১৯৮৮-০৮-০৮ (০৮/০৮/১৯৮৮) ৮৮ বছর, 71/51/53
Address: ALDHA, Aldha, BURDWAN (RADIO), PURBA
BARDHAMAN, 713153

তারিখ: Date: 17-03-2024 নির্বাচন নিয়ন্ত্রক
Election Registrar Officer

নিবাসনং নির্বাচনভিত্তিক নং ও নাম : 366-বর্ডহান উত্তর
(সংসদীয় আসন)
Assembly Constituency No. and Name: 366-Burdwan
Uttar (MLA)
আপনার ও নাম : 279-মহাবলা ইন্ডাস্ট্রিয়াল ট্রেনিং ইনস্টিটিউট
Part No. and Name: 279-Mahabala Industrial Training
Institute

শি ৩৫ / ৩৬৮
1. আপনার কার্ড এই বোর্ডে বসানো এবং কোন নির্বাচন (সংসদীয়/সংসদীয়) হলেই তা সঠিকভাবে প্রদর্শন করতে হবে। অধিকাংশ নির্বাচনে আপনাকে
আপনার কার্ডটি সঠিকভাবে প্রদর্শন করতে হবে।
More possession of this card is to be guaranteed that you are involved
in the current electoral roll. Please check your name in the
current electoral roll before every election.
2. এই কার্ডটি কেবল নির্বাচন প্রক্রিয়ায় ব্যবহারের জন্য মাত্র। এটি
কোনও অন্যান্য উদ্দেশ্যে ব্যবহার করা যাবে না।
Data of both mentioned in this card shall not be treated as a proof
of age / D. O. B. for any purpose other than registration in
electoral roll.

CHD EPC No. - WB09/275/77714

— Gurupada Ghosh


 भारतीय निर्वाचन आयोग
 Election Commission of India
 IDENTITY CARD
 WB/38/271/777047




निर्वाचक नाम : बंकिम चंद्रा सरकार
 Elector's Name : Bankim Chandra Sarkar
 पिता/पति नाम : जटोदरप्रसाद सरकार
 Father's Name : Jatedarprasad Sarkar
 लिंग/Sex : पुरुष / M
 जन्म तिथि / Date of Birth : 04/06/1959

WB/38/271/777047

निवास:
 आलिशा, जटोदर, बुरद्वान (बलर), बर्दवान-713101

Address:
 AALISHA, JOTHRAM, BURDWAN
 (BARDAR, BURDWAN-713101)



Date: 28/11/2016
 200-बुरद्वान उत्तर (बलर) निर्वाचन क्षेत्र निर्वाचन अधिकारी का कार्यालय
 Facsimile Signature of the Electoral
 Registration Officer for
 200-Burdwan Uttar (SC) Constituency

ध्यान दें-आपको अपने नाम को बदलने के लिए आपको अपने नाम को
 बदलने के लिए निर्वाचन क्षेत्र के 100 मीटर के भी
 निर्वाचन क्षेत्र में रहना होगा।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the copy
 with your members.

Bankim chandra Sarkar


ELECTION COMMISSION OF INDIA
 ভাড়া দেও নির্বাচন কমিশন

IDENTITY CARD WB/38/271/777048

পরিচয় পত্র




Elector's Name	Ashalata Sarkar
নির্বাচনদেও নাম	আশালাতা সর্কার
Father/Mother	
Husband's Name	Bankim Sarkar
পিতা/মাতা/স্বামীর নাম	বঙ্কিম সর্কার
Sex	F
স্বয়ং	মহিলা
Age on 1.1.1985	27
১.১.১৯৮৫-এ বয়স	২৭

Address ALISHA
BURDWAN
BURDWAN

ঠিকানা : আলিশা
বর্ধমান
বর্ধমান

Facsimile Signature
 Electoral Registration Officer
 নির্বাচন-নিবন্ধন অধিকারিক

For 271-BURDWAN (S) Assembly Constituency
 ২৭১-বর্ধমান (স) বিধানসভা নির্বাচন কেন্দ্র

Place **BURDWAN**

স্থান বর্ধমান

Date **23/02/96**

তারিখ ২৩/০২/৯৬

Asha lata Sarkar


 ভাৰতীয় নিৰ্বাচন কমিশ্যন
 भारत निर्वाचन आयोग
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 UWX1754738




নির্বাচকের নাম : বেবী সামন্ত
 Elector's Name : Baby Samanta
 স্বামীর নাম : বাচ্চু সামন্ত
 Husband's Name : Bachhu Samanta
 লিঙ্গ/Sex : ছি/F
 জন্ম তারিখ
 Date of Birth : XXXXX/1968

UWX1754738
 ঠিকানা:
 কানাইনটোল, ঝিঞ্জী, বরধন (সদর), বরধন- 713103
 Address:
 KANAINTOL, SRIPALLY, BURDWAN
 (SADAR), BURDWAN- 713103


 Date: 08/08/2015

260-বরধন বঙ্গীয় বিধান সভার নির্বাচন অঞ্চল
 260-Burdwan Dakshin Constituency
 Facsimile Signature of the Electoral
 Registration Officer for

বিধান পরিষদে যান নতুন ঠিকানা উল্লেখ করে এবং একটি
 নতুন ফটো পরিচালনা করতে হবে এবং 260- বরধন দক্ষিণ
 বিধান অঞ্চল পূরণ করুন।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with name number.

Baby Samanta


ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন

IDENTITY CARD WB/39/271/204228
 পরিচয় কার্ড




Elector's Name : RABIN SHARMA
 নির্বাচকের নাম : রবীন শর্মা
 Father/Mother/
 Husband's Name : RAJENDRANATH SHARMA
 পিতা/মাতা/স্বামীর নাম : রাজেন্দ্রনাথ শর্মা

Age as on 1.1.1995 : 20
 ১.১.১৯৯৫-এ বয়স : ২০

Address B.L. CHOWDHURY LANE
 BURDWAN
 BURDWAN

ঠিকানা বি.এল. চৌধুরী লেন
 বর্ধমান
 বর্ধমান

Facsimile Signature
 Electoral Registration Officer
 নির্বাচক নিবন্ধন অফিসার

For 271-BURDWAN (B) Assembly Constituency
 ২৭১-বর্ধমান বঙ্গীয় বিধানসভা নির্বাচন কেন্দ্র

Place : BURDWAN
 স্থান : বর্ধমান
 Date : 23/02/95
 তারিখ : ২৩/০২/৯৫

Lohi Rana



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



192023240230517918

GRN Details

GRN:	192023240230517918	Payment Mode:	SBI Epay
GRN Date:	22/09/2023 00:46:01	Bank/Gateway:	SBIPay Payment Gateway
BRN :	4047095964423	BRN Date:	22/09/2023 00:46:42
Gateway Ref ID:	IGAQFDRZQ8	Method:	State Bank of India NB
GRIPS Payment ID:	220920232023051790	Payment Init. Date:	22/09/2023 00:46:01
Payment Status:	Successful	Payment Ref. No:	2002180341/1/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Ms JAI JAGANNATH BUILDERS
Address:	Alisha, G.T.Road Joteram, Burdwan, Dist: Purba Burdwan, 713104
Mobile:	7001454284
Period From (dd/mm/yyyy):	22/09/2023
Period To (dd/mm/yyyy):	22/09/2023
Payment Ref ID:	2002180341/1/2023
Dept Ref ID/DRN:	2002180341/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002180341/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	35060
2	2002180341/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				35081

IN WORDS: THIRTY FIVE THOUSAND EIGHTY ONE ONLY.

Major Information of the Deed



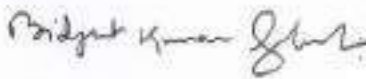


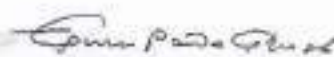



Deed No :	I-0203-07705/2023	Date of Registration	22/09/2023
Query No / Year	0203-2002180341/2023	Office where deed is registered	
Query Date	25/08/2023 11:46:02 AM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	SUMIT BHADRA 254 ARVIND PALLY, Thana : Bardhaman District : Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No. : 8759700532, Status : 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]		
Set Forth value	Market Value		
Rs. 40/-	Rs. 2,33,98,888/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,060/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks			



Land Details :

District: Purba Bardhaman, P.S:- Bardhaman, Gram Panchayat: BAIKUNTHAPUR-II, Mouza: Alisa, JI No: 77, Pin Code : 713103

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-121 (RS :-121)	LR-260	Bestu	Shali	22.5 Dec	10/-	1,06,68,186/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
L2	LR-121 (RS :-121)	LR-410	Bestu	Shali	22.5 Dec	10/-	1,06,68,186/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
L3	LR-122 (RS :-122)	LR-242	Bestu	Shali	2.31 Dec	10/-	10,95,267/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
L4	LR-122 (RS :-122)	LR-243	Bestu	Shali	2.04 Dec	10/-	9,67,249/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
		TOTAL :			49.35Dec	40 /-	233,98,888 /-	
		Grand Total :			49.35Dec	40 /-	233,98,888 /-	

Land Lord Details :



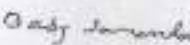



Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Bidyut Kumar Ghosh (Presentant) Son of Late Umakanta Ghosh Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place : Office	Photo  22/09/2023	Finger Print  LTI 22/09/2023	Signature  22/09/2023
Alisha, City:- Not Specified, P.O:- Jotram, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AQxxxxxx5B, Aadhaar No: 39xxxxxxxx4410, Status :Individual, Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place : Office				
2	Name Mr Guru Pada Ghosh Son of Late Dulal Chandra Ghosh Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place : Office	Photo  22/09/2023	Finger Print  LTI 22/09/2023	Signature  22/09/2023
Alisha, City:- Not Specified, P.O:- Jotram, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx6P, Aadhaar No: 49xxxxxxxx8402, Status :Individual, Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place : Office				
3	Name Mr Bankim Chandra Sarkar Son of Late Jotindra Mohan Sarkar Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place : Office	Photo  22/09/2023	Finger Print  LTI 22/09/2023	Signature  22/09/2023
Alisha G. T. Road, City:- Not Specified, P.O:- Jotram, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJxxxxxx3G, Aadhaar No: 39xxxxxxxx7465, Status :Individual, Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	Mr Ashalata Sarkar Wife of Mr Bankim Chandra Sarkar Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place : Office			
		22/09/2023	LT 22/09/2023	22/09/2023
Alisha G. T. Road, City:- Not Specified, P.O:- Jotram, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AKxxxxxx3M, Aadhaar No: 45xxxxxxxx7091, Status :Individual, Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Jai Jagannath Builders Alisha G. T. Road, City:- Not Specified, P.O:- Jotram, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 , PAN No.: AAxxxxxx9M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Baby Samanta Daughter of Mr. Khetra Mohan Saha Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office			
	Sep 22 2023 1:59PM	LT 22/09/2023	22/09/2023	
Kanainatsal, City:- Not Specified, P.O:- Sripalli, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: CNxxxxxx5H, Aadhaar No: 49xxxxxxxx5103 Status : Representative, Representative of : Jai Jagannath Builders (as Developer)				
2	Name	Photo	Finger Print	Signature
	Mr Bankim Chandra Sarkar Son of Late Jotindra Mohan Sarkar Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office			
	Sep 22 2023 1:51PM	LT 22/09/2023	22/09/2023	

Alisha G. T. Road, City:- Not Specified, P.O:- Jotram, P.S:-Bardhaman
 , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu,
 Occupation: Business, Citizen of: India, , PAN No.: AJxxxxxx3G, Aadhaar No: 39xxxxxxxx7465 Status :
 Representative, Representative of : Jai Jagannath Builders (as Developer)

3	Name	Photo	Finger Print	Signature
	Mrs Baisakhi Roy Daughter of Mr Mahaprasad Sarkar Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office			
		Sep 22 2023 1:53PM	LT 22/09/2023	22/09/2023

Bhalobasha Apartment G. T. Road Alisha, City:- Not Specified, P.O:- Jotram, P.S:-Bardhaman
 , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Female, By Caste: Hindu,
 Occupation: Business, Citizen of: India, , PAN No.: AVxxxxxx5A, Aadhaar No: 63xxxxxxxx8053 Status
 : Representative, Representative of : Jai Jagannath Builders (as Developer)

4	Name	Photo	Finger Print	Signature
	Mr Robin Sharma Son of Mr Rajendra Nath Sharma Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office			
		Sep 22 2023 1:54PM	LT 22/09/2023	22/09/2023

B L Chowdhury Road, Bohila Para, City:- Not Specified, P.O:- Burdwan, P.S:-Bardhaman
 , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu,
 Occupation: Business, Citizen of: India, , PAN No.: AMxxxxxx8A, Aadhaar No: 62xxxxxxxx1839 Status
 : Representative, Representative of : Jai Jagannath Builders (as Developer)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr KOUSHIK ROY Son of Mr UMA CHARAN ROY ALISHA G T ROAD, City:- , P.O:- JOTERAM, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713103			
	22/09/2023	22/09/2023	22/09/2023
Identifier Of Mr Bidyut Kumar Ghosh, Mr Guru Pada Ghosh, Mr Bankim Chandra Sarkar, Mr Ashalata Sarkar, Mrs Baby Samanta, Mr Bankim Chandra Sarkar, Mrs Baisakhi Roy, Mr Robin Sharma			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Bidyut Kumar Ghosh	Jai Jagannath Builders-22.5 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr Guru Pada Ghosh	Jai Jagannath Builders-22.5 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr Bankim Chandra Sarkar	Jai Jagannath Builders-2.31 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr Ashalata Sarkar	Jai Jagannath Builders-2.04 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Bardhaman, Gram Panchayat: BAIKUNTHAPUR-II, Mouza: Aliss, JI No: 77, Pin Code : 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 121, LR Khatian No:- 260	Owner:বিশুভ কুমার ঘোষ, Gurdian:উজ্জ্বল , Address:মিলা , Classification:পলি, Area:0.22500000 Acre,	Mr Bidyut Kumar Ghosh
L2	LR Plot No:- 121, LR Khatian No:- 410	Owner:গুরুদাস ঘোষ, Gurdian:দুর্জয়দাস ঘোষ, Address:মিলা , Classification:পলি, Area:0.22500000 Acre,	Mr Guru Pada Ghosh
L3	LR Plot No:- 122, LR Khatian No:- 242	Owner:বঙ্কিম চন্দ্র সরকার, Gurdian:বঙ্কিমজী সরকার, Address:বারবীরঘাটা, সরকার বাড়ি রোড, বর্ধমান. , Classification:বঙ্গ, Area:0.11000000 Acre,	Mr Bankim Chandra Sarkar
L4	LR Plot No:- 122, LR Khatian No:- 243	Owner:অশালতা সরকার, Gurdian:বঙ্কিম চন্দ্র সরকার, Address:বারবীরঘাটা, সরকার বাড়ি রোড, বর্ধমান. , Classification:বঙ্গ, Area:0.10000000 Acre,	Mr Ashalata Sarkar

Endorsement For Deed Number : I - 020307705 / 2023

On 22-09-2023

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

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

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

Presented for registration at 12:07 hrs on 22-09-2023, at the Office of the A.D.S.R. Bardhaman by Mr. Bidyut Kumar Ghosh, one of the Executants.

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 2,33,58,888/-

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

Execution is admitted on 22/09/2023 by 1. Mr Bidyut Kumar Ghosh, Son of Late Umakanta Ghosh, Alisha, P.O: Jotram, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 2. Mr Guru Pada Ghosh, Son of Late Dulal Chandra Ghosh, Alisha, P.O: Jotram, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 3. Mr Bankim Chandra Sarkar, Son of Late Jotindra Mohan Sarkar, Alisha G. T. Road, P.O: Jotram, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 4. Mr Ashalata Sarkar, Mr Bankim Chandra Sarkar, Alisha G. T. Road, P.O: Jotram, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business
Identified by Mr Koushik Roy, . . Son of Mr UMA CHARAN ROY, ALISHA G T ROAD, P.O: JOTERAM, 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 22-09-2023 by Mrs Baby Samanta, Developer, Jai Jagannath Builders (Partnership Firm), Alisha G. T. Road, City:- Not Specified, P.O:- Jotram, P.S:-Bardhaman
.. District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Identified by Mr Koushik Roy, . . Son of Mr UMA CHARAN ROY, ALISHA G T ROAD, P.O: JOTERAM, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Business

Execution is admitted on 22-09-2023 by Mr Bankim Chandra Sarkar, Developer, Jai Jagannath Builders (Partnership Firm), Alisha G. T. Road, City:- Not Specified, P.O:- Jotram, P.S:-Bardhaman
.. District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Identified by Mr Koushik Roy, . . Son of Mr UMA CHARAN ROY, ALISHA G T ROAD, P.O: JOTERAM, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Business

Execution is admitted on 22-09-2023 by Mrs Baisakhi Roy, Developer, Jai Jagannath Builders (Partnership Firm), Alisha G. T. Road, City:- Not Specified, P.O:- Jotram, P.S:-Bardhaman
.. District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Identified by Mr Koushik Roy, . . Son of Mr UMA CHARAN ROY, ALISHA G T ROAD, P.O: JOTERAM, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Business

Execution is admitted on 22-09-2023 by Mr Robin Sharma, Developer, Jai Jagannath Builders (Partnership Firm), Alisha G. T. Road, City:- Not Specified, P.O:- Jotram, P.S:-Bardhaman
.. District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Identified by Mr Koushik Roy, . . Son of Mr UMA CHARAN ROY, ALISHA G T ROAD, P.O: JOTERAM, 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 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/09/2023 12:46AM with Govt. Ref. No: 192023240230517918 on 22-09-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIPay), Ref. No. 4047095964423 on 22-09-2023, Head of Account 0030-03-104-001-18

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,060/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,060/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 32725, Amount: Rs.5,000.00/-, Date of Purchase: 18/09/2023, Vendor name: Sanjay Acharyya

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/09/2023 12:46AM with Govt. Ref. No: 192023240230517918 on 22-09-2023, Amount Rs: 35,060/-, Bank: SBI EPay (SBIPay), Ref. No. 4047095964423 on 22-09-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2023, Page from 207360 to 207444

being No 020307705 for the year 2023.



Sanjit

Digitally signed by SANJIT SARDAR
Date: 2023.10.03 14:06:58 +05:30
Reason: Digital Signing of Deed.

(Sanjit Sardar) 03/10/2023

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. Bardhaman

West Bengal.