

8315/2024

I-08338/2024

Q-2-25-50905/024



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AS 73285

Shrijit
26/09/2024
No. 43/2024

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

Shrijit

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Biggy Krishna Das
Dali Das
Sumanta Das

Att: in
Malay Kumar Boras
proprietor

**AGREEMENT FOR DEVELOPMENT
AND
POWER OF ATTORNEY
(FOR ALL AND ALLIED WORKS)**

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM POWER OF ATTORNEY IS MADE ON THIS 26TH DAY OF SEPTEMBER, TWO THOUSAND AND TWENTY FOUR (2024)

BETWEEN

Sl. No. 6556 Sale Date 25/9/24
Sold To. Bisoy Krishna Das
Add. Durgapur, Paschim Bardhaman
Stamp Rs. 100.00
This Stamp Paper Purchase From 100.00 A
Purba Bardhaman 1 No. Try. On Date. 03 SEP 2024
Stamp Vendor-SK SALAUDDIN
Sadar Registry Office, Purba Bardhaman
Licence No.-02/2011-12

Signature



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Bijoy Krishna Das
Dali Das
Sumanta Das

Ajit
Malay Kumar Boral
Proprietor

1. **MR. BIJOY KRISHNA DAS**, S/o Late Surendra Nath Das, by faith Hindu, by Occupation: Enjoyment of Usufructs of Property, an Indian National and residing at B-2- 75/3 V.K. Nagar M.A.M.C. Durgapur-10, Durgapur Heavy Engg Plant, Paschim Bardhaman, Pin-713210; **PAN: ALEPD2921N**;
2. **MRS. DALI DAS**, W/o Late Binoy Das, by faith Hindu, by Occupation: Enjoyment of Usufructs of Property, an Indian National and residing at 5 No Ichlabad, Sripally, Purba Bardhaman, Pin-713103; **PAN: HGEPD8856A**;
3. **MR. SUMANTA DAS**, S/o Late Binoy Das, by faith Hindu, by Occupation: Enjoyment of Usufructs of Property, an Indian National and residing at 5 No Ichlabad, Sripally, Purba Bardhaman, Pin-713103; **PAN: ETAPD0668A**; *hereinafter called and referred as the OWNERS (which express or shall unless excluded her respective heirs, Executor, administrators, legal representative and assigns) of the party of the FIRST PART.*

and

"**AMBITION**" (A Proprietorship Organization) having its Registered Office cum Place of Business at 42, D.N. Sarkar Road, Burdwan, P.O. & P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101 being represented by its sole proprietor **SRI MALAY KUMAR BORAL**, S/o Late Narayan Prasad Boral, by faith- Hindu, by profession - Business, resident of Hatgobindopur, P.O. Hatgobindopur, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713101; **PAN. ADHPB5490R**; *hereinafter called the DEVELOPER (which express or shall unless excluded its/his/their and each of its/his/their respective heirs, executors, administrators, legal representative and assigns) of the party of the SECOND PART.*

- A. **WHEREAS:** the OWNERS are the sole and absolute owner and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the "**SAID PREMISES**").
- B. **AND WHEREAS** in respect to the property situated within the First Schedule mentioned property being comprised in C.S. Plot No. 855 appertaining to L.O.P. No. 225 and presently comprised L.R. Plot No. 2389, L.R. Khatian Nos. 12298, 12299 & 12301, measuring total area of total 10 Decimals (A Little more or less) within Mouza- Ichlabad, J.L. No. 75 at Ward No. 11, Holding No. 426, Mahalla: Ichlabazar within limit Burdwan Municipality, P.S. Bardhaman



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Bijoy Krishna Das
Dali Das
Sumanta Das

At
Malay Kumar Das
Director

& Dist. Purba Bardhaman belongs to the Party of the FIRST PART. The entire said property was originally belonged to one Sushila Bala Das, one Bijoy Krishna Das and one Binoy Krishna Das being the predecessor of the present OWNERS who obtained the same property from the Government of West Bengal as because after the Partition of India, a large number of residents of former East Pakistan (now Bangladesh) crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control. And whereas the Government of West Bengal offered all reasonable facilities to such persons being the Refugees for residence in West Bengal and afterwards a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes. Sushila Bala Das, Bijoy Krishna Das and Binoy Krishna Das were among such persons who had come to use and occupy a piece of land particularly described in the FIRST SCHEDULE below and being refugees displaced from the East Pakistan (Now Bangladesh) had approached to the Government of West Bengal for a plot of land for their rehabilitation and after hearing to his need and pleas the Government of West Bengal with the intent to rehabilitate the Refugees from the East Pakistan (Now Bangladesh) acquired Schedule mentioned plot number of Mouza Ichlabad within City & P.S. Burdwan, Dist. Purba Bardhaman under the provision of the L.D.P. Act, 1948/L.A. Act I of 1894 including the Plot now in occupation of the present OWNERS; and in accordance with such request of Sushila Bala Das, Bijoy Krishna Das and Binoy Krishna Das and for the purpose of his rehabilitation, the Government of West Bengal initially decided to give possession of the property to the said Sushila Bala Das, Bijoy Krishna Das and Binoy Krishna Das and for that the Government executed and registered a Deed of Lease being No. 31 dated 31/12/1985 and subsequently the Government of West Bengal through its authorized and assigned official, the ADM (General) on 23rd Day of February, 1990 executed one Deed of Gift being Deed No. 1-1230 for 1990 registered at the Office of the Additional District Registrar, Burdwan and incorporated in Book No. 1, Page No. 4927 to 4930 in favour of Sushila Bala Das, Bijoy Krishna Das and Binoy Krishna Das and from then on the said Sushila Bala Das, Bijoy Krishna Das and Binoy Krishna Das became the absolute owner and possessor in respect of the FIRST SCHEDULE mentioned property and have been enjoying the same as the absolute



✓
District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Bijoy Krishna Das
Doli Das
Sumanta Das

Amrta
Malya Kumar Das
Operator

possessor without the intervention of any third person till the Sushila Bala Das's death on 31/12/1998 whereas she left 2 (Two) Sons namely Bijoy Krishna Das and Binoy Krishna Das as her legal heirs. Subsequently the said Binoy Krishna Das died intestate on 27/10/2018 leaving behind his Son namely Sumanta Das and his widow namely Doli Das. Presently the said Bijoy Krishna Das is the owner of 50% of undivided share in the property and Doli Das and Sumanta Das are joint owners of the said property and they hold 50% of undivided share in the said property.

- C. **AND WHEREAS** the said FIRST PART of this DEED mutated and recorded their names in the LRROR and incorporated their names in LR Khatian Nos. 12301 (Bijoy Krishna Das), 12298 (Sumanta Das) and 12301 (Doli Das) comprising in L.R. Plot No. 2389 in Ichlabad Mouza, J.L. No. 75 and also incorporated their names at Ward No. 11, Holding No. 426, Mahalla: Ichlabazar within limit Burdwan Municipality.
- D. The said land with brick built dwelling house standing thereon on the said land as detailed in this paragraph is defined in details in FIRST SCHEDULE and by virtue of such process the present OWNERS became the absolute owner and possessor in respect of the said property and the present OWNERS have been possessing the all the aforesaid properties on payment of Govt. rents, Municipality Tax etc. for the property exclusively in her name on appropriate receipt thereof without any dispute and without the intervention of any Third Party for more than 12 Years and acquired an absolute and indefeasible title therein.
- E. **AND WHEREAS** that there is a large portion of land being 10 Decimals of Land along with structure thereon being the First Schedule mentioned property which is unmaintained and thereby the **OWNERS** have jointly and together taken decision to construct multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by demolishing the existing structure present thereon and by constructing building/s and to develop the premises which is not being looked after by the OWNERS due to her inexperience in the field of maintenance of property and also occupational dilemma as well as health and habitation uncertainty in the City of Burdwan and thereby the OWNERS have taken decision to demolish the existing structure and to construct the multistoried residential building along with



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Bijoy Krishna

Dali Das

Sumantra Das

Amr Maley Kumar Das

residential building inclusive of Flats/Residential Units and Car Parking Spaces and to develop the premises.

- F. **AND WHEREAS** that the **OWNERS** neither have the capacity nor have the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with multistoried residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces.
- G. **AND WHEREAS** that the **DEVELOPER** is itself is a highly reputed Promoter of Real Estate and Developer as 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 same. So the **OWNERS** of the First Schedule mentioned property gave offer to the **DEVELOPER** to develop the First Schedule properties as mentioned below. In response to that offer the **DEVELOPER** has accepted on the following terms and conditions as stated below to develop the property with a project for construction of multi-storeyed residential building along with residential housing complex inclusive of Flats/Residential Units and Car Parking Spaces and for such at the request of the Owners, the Developer sanctioned a Municipal Plan bearing No. SWS-OBPAS/1201/2024/1037 from Burdwan Municipality.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:-

- 1.1 **PREMISES:** shall mean the premises with land as stated in the **First Schedule** of this agreement.
- 1.2 **BUILDING/S:** shall mean the proposed multi-storeyed building/buildings along with multi-storeyed residential building cum housing inclusive of Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, and as per Municipal Plan within the said premises and shall also mean the any additional floors and/or storey on and over the said Top Floor inclusive of Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan or amendment or modification of Plan in order to construct the said additional floors over the said Top Floor in the proposed Multi-



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Storied Building comprised with Residential Flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the **Fourth Schedule** of this Indenture.

1.3 OWNERS: shall mean

- a) **MR. BIJOY KRISHNA DAS**, S/o Late Surendra Nath Das, by faith Hindu, by Occupation: Enjoyment of Usufructs of Property, an Indian National and residing at B-2- 75/3 V.K. Nagar M.A.M.C. Durgapur-10, Durgapur Heavy Engg Plant, Paschim Bardhaman, Pin-713210; **PAN: ALEPD2921N**;
- b) **MRS. DALI DAS**, W/o Late Binoy Das, by faith Hindu, by Occupation: Enjoyment of Usufructs of Property, an Indian National and residing at 5 No Ichlabad, Sripally, Purba Bardhaman, Pin-713103; **PAN: HGEPD8856A**;
- c) **MR. SUMANTA DAS**, S/o Late Binoy Das, by faith Hindu, by Occupation: Enjoyment of Usufructs of Property, an Indian National and residing at 5 No Ichlabad, Sripally, Purba Bardhaman, Pin-713103; **PAN: ETAPD0668A**;

1.4 DEVELOPER: shall mean "**AMBITION**" (A Proprietorship Organization) having its Registered Office cum Place of Business at 42, D.N. Sarkar Road, Burdwan, P.O. & P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101 being represented by its sole proprietor **SRI MALAY KUMAR BORAL**, S/o Late Narayan Prasad Boral, by faith- Hindu, by profession - Business, resident of Hatgobindopur, P.O. Hatgobindopur, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713101; **PAN. ADHPB5490R**; and shall include its respective legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees.

1.5 COMMON FACILITIES: shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator space/room, meter room, transformer, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the **Fourth Schedule** of this Indenture.

1.6 OWNERS' ALLOCATION: shall mean the prospective right of the OWNERS in regard to their share as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNERS was held to be

- a) OWNER No. 1 was allocated with 3 (Three) Flats to which he was entitled and since he will adjust the said Flats at the time of selling it out by the Developer who shall have the Power of Attorney to do so



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Bijoy Krishna

Dali Das

Sumantra Das

Ami
Malay Kumar Borah

hence the Owner will presently take Security Deposit Rs. 67,00,000/- (Rupees Sixty Seven Lakhs Only) within 12 Months from the date of Registration of this Deed and he shall not receive anything i.e., no monetary consideration and no physical allocation of flat and the aforesaid relinquished physical allocation of the Owner will be sold by the Developer to make adjustment of the said Security Deposit.

- b) OWNER No. 2 shall take 1 (One) Flat being one 2BHK Flat being Flat No. 1C (Flat Type "C" in the 1st Floor) out of which on the 1st Floor on the Northern Side of the Floor measuring 52.43 Sq. Meters i.e., 564.35 Square Feet of Covered Area;
- c) OWNER No. 3 shall take 1 (One) Flat being one 2BHK Flat being Flat No. 1B (Flat Type "B" in the 1st Floor) out of which on the 1st Floor on the North Eastern Side of the Floor measuring 49.05 Sq. Meters i.e., 527.97 Square Feet of Covered Area.
- d) OWNER No. 2 & 3 jointly shall take 1 (One) Flat being one 2BHK Flat being Flat No. 3A (Flat Type "A" in the 3rd Floor) out of which on the 3rd Floor on the South Eastern Side of the Floor measuring 47.87 Sq. Meters i.e., 515.27 Square feet of Covered Area but this Flat is to be sold by the Developer to make adjustment of the advance and expenses made by him for and on behalf of the Owner No. 2 & 3.
- e) OWNER No. 2 & 3 jointly shall take 1 (One) Parking Space measuring 135 Sq. Ft in the Ground Floor of the said Building.

1.7 DEVELOPER'S ALLOCATION:

- 1.7.1 Shall mean the absolute right of the DEVELOPER in regard to all other Residential Flat Sections and all other Parking Section allocation except the Flat No. 1C and 1B and One Car Parking which are defined in the "Owners' Allocation" of the proposed building/buildings in relation to the construction according to the sanctioned plan of the Burdwan Municipality and in that regard the allocation of the DEVELOPER was held to be entire Residential Flat Section except Flat No. 1C and 1B which are defined in the "Owners' Allocation" and Entire Parking Section except One Car Parking which is defined in the "Owners' Allocation" of the proposed residential flat building/buildings in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Residential comprised with Residential Flats and Parking Spaces and to utilize the land for the process of construction of the Multi-Storied Residential Building(s) comprised with Residential Flats and Parking Spaces by



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Pooja Krishna
Dali Dan
Sumanta Das

A/
Molay Kumar B.
Dhalo

constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises as per their respective share over land more specifically mentioned in the **First Schedule** mentioned property including Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors.

- 1.7.2 **SOLE ALLOCATION:** Roof area which shall be the roof/roves directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the DEVELOPER solely; during or after the tenure of this Agreement or before or after issuance of completion certificate, if the DEVELOPER obtains any further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER, at their own cost may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan i.e., Burdwan Municipality Sanctioned Plan and the DEVELOPER shall have and shall obtain allocation or allocated right or title or interest in respect of such construction in respect of 100% exclusive allocation from that particular floor or/and new construction.
- 1.8 **ARCHITECT :** shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at his own cost and sole responsibility, subject to approval of the owner.
- 1.9 **BUILDING PLAN:** shall mean the Municipal Plan bearing No. SWS-OBPAS/1201/2024/1037 from Burdwan Municipality and also the other plan/plans for construction of the building, duly approved by the OWNER and submitted by at the costs of the DEVELOPER to the Burdwan Municipal Authority in order to construct Multi-storeyed Building comprised with Residential Flats and Parking Spaces and shall include any extension of building plan and revision and amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Burdwan Municipal Authority i.e., Burdwan Municipality.
- 1.10 **CONSTRUCTED SPACE:** shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 1.11 **SALEABLE SPACE:** means, except OWNERS' retainable Flats being Flat No. 1C



[Handwritten signature]

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Rajoy Krishna
Dali Das
Sumanta Das

A
Maly Kumar Bose
Director

and Flat No. 1B and One Car Parking being 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, but includes the area covered by the internal partition walls of the apartment.
- 1.13 **COVERED AREA:** shall mean the Plinth area of the said Residential Unit/Flat/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between Two Residential Unit / Flats / Parking Space then one - half of the area under such wall shall be included in each Residential Unit / Flat.
- 1.14 **UNDIVIDED SHARE:** shall mean the undivided proportionate share in the land attributable to the each Flat and Residential Unit / Parking Space comprised in the said Holding and the common portions held by and / or here in agreed to be sold to the respective Purchaser and also wherever the context permits.
- 1.15 **CO - OWNER:** shall according to its context mean and include all persons who acquire or agree to acquire Residential Unit / Flat / Parking space in the Building, including the Developer for the Residential Unit/ Flats / Parking Spaces not alienated or agreed to be alienated.
- 1.16 **FLAT/UNIT:** shall mean the Residential Unit/flat and / or other space or spaces intended to be built and or constructed and / or the covered area capable of being occupied.

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

- 1.17 **COMMON EXPENSES:** shall include all expenses to be incurred by the Co - owner 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



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Prity Krishin
Dali Das
Sumanta Das

A/
Haly Kumar Bor
Goverdhan

the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co - Owner relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common 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) over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and such will be used and utilized only for selling purpose and for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal. Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the RERA Act, 2016 and WB RERA Rules 2021 which is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.
- 1.20 DEVELOPER'S ADVOCATE:** Shall mean Sri Rajdeep Goswami, Ld. Advocate of Burdwan District Judges' Court who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof in respect of DEVELOPER'S ALLOCATION.
- 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:** shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPER'S ALLOCATION or any space in the building/s has been transferred by the OWNER including the rights of transfer to the extent of his own share as defined and described as the OWNER'S ALLOCATION.



✓
District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Poojay Krishnadas

Dali Dan

Sumanta Das

Ar. 27
Maly Kumar Bose

1.23 **MASCULINE GENDER:** shall include feminine gender and vice versa.

1.24 **SINGULAR NUMBER:** shall include plural number and vice versa.

ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS:

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

- 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** will bear 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** provided that all the debris and rubbish will be retained by the **DEVELOPER** and shall be the property of the **DEVELOPER** and the **DEVELOPER** 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** will bear all expenditure of construction and cost of all necessary and essential materials and equipments which will be required for the purpose of construction of the said building premises and the **OWNER** will co-operate with the **DEVELOPER** in all aspects except Financially.
- 2.5 That the **OWNERS** by self 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 for the purpose of construction and development of the said property in the said premises.
- 2.6 The **DEVELOPER** 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



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Prady K. Sharma

Dali Das

Simanta Das

A/ Mely Kumar Boral
Proprietor

waster & drainage and other imputes and facilities and for other necessities required for which purpose the OWNER hereby agree upon to execute a Power of Attorney through this indenture in favour of "AMBITION" (A Proprietorship Organization) having its Registered Office cum Place of Business at 42, D.N. Sarkar Road, Burdwan, P.O. & P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101 being represented by its sole proprietor **SRI MALAY KUMAR BORAL**, S/o Late Narayan Prasad Boral, by faith- Hindu, by profession - Business, resident of Hatgobindopur, P.O. Hatgobindopur, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713101; **PAN. ADHPB5490R**; whereas such power or authority to be executed by a registered Power of Attorney as required by the DEVELOPER to sign by the OWNER all such application as to be require for the purpose and in connection with the construct of the proposed building/s and to sell flats and car parking spaces with share in land.

- 2.7 That except the OWNERS no one else have any right title interest, claim or demand whatsoever or howsoever in respect of the said **First Schedule** mentioned premises or any portion thereof.
- 2.8 The 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 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 Debottor or Pirottor 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.



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Rajoy Krishna

Dali Das

Sumanta Das

A. V. V.
Maly Kumar Borah

- 2.15 The OWNERS do not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1978 in respect of the said premises.
- 2.16 The OWNERS hereby undertake to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, liens, claims, damages, encumbrances and mortgages or any Third Party Possessory Rights or any Third Party Claim in the said premises arising out of or due to the negligence or non compliance of any law, bye-laws rules and regulations of the Burdwan Municipality or Government or local bodies including the Municipality as the case may be by the 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 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 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 Owner or their nominee or nominees. Here it must be mentioned that the Owner will not be liable for any consideration received by the Developer from the intending Purchaser/Purchasers regarding the Developer's Allocation after the development of the said premises and likewise the Developer shall not be liable for any act, deed, matter or thing done or caused to be done by the Owner 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 to take up the construction work of the new building as per sanctioned plan of Burdwan Municipality.
- 2.18 In case of failure to give open and clear possession in favour of the DEVELOPER by the OWNERS and in that event if the DEVELOPER face any financial loss to that effect the OWNERS will be liable for all consequences.



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Rajoy Krishna

Dali Das

Sumanta Das

A/1/ 107

Mulay Kumar Bose

2.19. The DEVELOPER will be free and will be eligible and entitled and will have all the right and/or all authorities and/or all privileges to give and/or to make and/or to use and/or to keep the said property in all kind of mortgage and/or pledge and/or hypothecate and/or charge and/or concur in pledging and/or hypothecating and/or charging with, to or in favour of any Private Bank and/or Nationalize Bank or any other Financial Institutions and/or individual and/or body may it be a juristic or non-juristic entity and will have all and absolute and unfettered right and/or all and absolute and unfettered authority and/or all and absolute and unfettered privilege to execute and/or deliver any instruments and/or any deed of mortgage and/or charge and/or encumbrance, hypothecation and/or pawn and/or pledge and/or lien and/or trust receipt and/or to receive any consideration money and/or loan amount by executing as well as if necessary by registering deed and/or otherwise for such mortgage and/or charge and/or hypothecation and/or pawn and/or pledge and/or lien and/or the like and the DEVELOPER shall be entitled for obtaining the original title deeds and the OWNERS shall strictly unconditionally keep the original Title Deeds deposited with the DEVELOPER or with the Advocate of the DEVELOPER to make such mortgage and/or charge and/or convenient and/or hypothecation and/or pawn and/or pledge and/or lien and the OWNERS will also sign, endorse and execute and will be duty bound to do and execute all such work for the purpose of obtaining the loan amount by the DEVELOPER in respect of and out of the aforesaid mortgage and/or charge and/or convenient and/or hypothecation and/or pawn and/or pledge and/or lien and will cooperate with the DEVELOPER.

ARTICLE III - COMMENCEMENT:

3.1 This agreement shall commence or shall deemed to have commenced on and with effect from the date of execution of this agreement however the work of construction shall be the subject of sanction of Building Plan.

ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION:

4.1 The OWNERS hereby grant exclusive right to the DEVELOPER to build upon and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER may choose by constructing a building thereon by way of the said construction is to be done according to the Burdwan Municipality, by-laws, rules and regulations and not otherwise. The entire cost of construction of the building or whatsoever



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Pradyot Krishna
Doli Das
Sumantra Das

Ar
Malay Kumar

nature shall be borne by the Developer. Such cost shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permission and approvals. The owner shall not be required to contribute any amount in that regard. Be it mentioned here that the DEVELOPER will have sole right and authority and shall be entitled to receive the price of the Lift, Transformers, Generators from the Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat Owner in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER and the DEVELOPER will have sole right and authority and shall be entitled to receive the price cum consideration amount of any excess work including the additional and excess work in the Flats from the intending Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat Owner in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER. Furthermore during the Sale Process, whenever the Owners sale their Flats and Parking Spaces, they shall endeavour to have their own GST No else they will make sure that their customers pay the GST to the Developer so that the Developer may pay it to Government. (If any of such is payable). The Owners shall bear their share of cost and expenses of the price of the lift and transformer and their installations and generator.

- 4.2 After verification, if there is no legal or statutory impediment then the OWNER will approve and will sign the said ARCHITECT'S DRAWINGS, which will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality by the DEVELOPER in the name of the owner, and the same will be sanctioned from the Burdwan Municipality, after obtaining clearances from all other statutory bodies.
- 4.3 In the event, the Burdwan Municipality or any statutory authority requires any modification of the plan/plans submitted by the owner, the DEVELOPER shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect after verification, if there is no legal or



✓
District Sub-Registrar-
Purba Bardhaman

26 SEP 2024

Rajoy Krishna
Dali Das
Sumanta Das

A1
Maly Kumar

statutory impediment then Owner will sign and the DEVELOPER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER shall bear all costs thereof for sanctioning the drawings/plans by the Burdwan Municipality and/or the other statutory authorities.

- 4.4 The OWNER hereby executed a Power of Attorney through this Deed only in favour of the DEVELOPER only for the purpose of sanction/corrections and/or amendment of the plan of the building at the said premises, and with sale right, including enter into agreement with the intending purchaser and received the earnest money as well as consideration amount in respect of the allocation of the DEVELOPER.
- 4.5 All applications, plans and other papers including the ARCHITECTS DRAWINGS/DOCUMENTS referred to above shall be submitted by the DEVELOPER in the name of the OWNER of the said premises, but otherwise at the cost and expenses of the DEVELOPER only and the DEVELOPER shall pay and bear the EXPENSES for submission of Architects drawings/documents and other like fees, charges and expenses, required to be paid or deposited for SANCTION of the said project design and construction thereon provided always that the DEVELOPER shall be exclusively entitled to all REFUNDS of any and all payments and/or deposits and made by it in that account.
- 4.6 After getting free and vacant possession of the said premises, demolition of the existing building/structures on the said premises (which will be done by the DEVELOPER or at the cost of the DEVELOPER) and removal of the debris shall be the responsibility and at the cost of the DEVELOPER only, provided, however, that the debris, salvage and materials arising there from shall belong solely to the DEVELOPER and the OWNER by any and all means will be barred from the right to claim to the same.

ARTICLE V - TITLE DEEDS:

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



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Bijoy Krishna

Dali Das

Sumanta Das

A
Nity Kumar Das

deeds. The OWNER shall keep the original Title Deeds deposited with the DEVELOPER for such inspection convenient and for further various verification if the OWNERS has no objections.

- 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 plan which will be sanctioned by the Burdwan Municipality and the OWNER by themselves or through their constituted Power of Attorney holder being the DEVELOPER after having obtained all necessary permission, approvals and sanctions, the DEVELOPER will *ipso-facto* get the privilege to commence construction in respect of the portion of the premises in the possession of the OWNER. The construction will be in accordance with the Burdwan Municipality sanctioned plan. The OWNER shall allow the DEVELOPER purposes of construction and allied activities during the continuation of this agreement and until such time the proposed building is completed in all, respects. During such period the OWNER shall not prevent the DEVELOPER of the said premises from constructing the building in accordance with the plans sanctioned by the Burdwan Municipality.
- 6.2 In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNER and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNER to carry out the construction of the proposed building which is to be completed within 36 Months from the date of sanction of the Plan for construction of the proposed multi-storied building by the Burdwan Municipality which may be extended up to 24 Months only if the Burdwan Municipality or any Plan Sanction authority permits and as per the Order of the Burdwan Municipality unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/FORCE MAJURE such as riots, flood, pandemic, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure, save and except that the DEVELOPER shall not be entitled to create any possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Rajoy Krishna
Dali Das
Sumanta Das

A/ (1)
Maly Kumar Das

shall 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, if such usage of the said property is collaterally or parallelly connected with the said construction work. During the occupation in the said property the DEVELOPER is totally and entirely responsible for all incidents and accidents for and within the Property.

- 6.3 The OWNER will resume to be in possession over the said **First Schedule** mentioned property in respect to their remaining Portion of the Constructed Building after the completion of the project but not before that and during the continuation of term of the project, i.e. 36 Months from the date of sanction of the Plan for construction of the proposed multi-storied building by the Burdwan Municipality which may be extended up to 24 Months only if the Burdwan Municipality or any Plan Sanction authority permits and as per the Order of the Burdwan Municipality unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJEURE such as riots, flood, pandemic, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure. The OWNER or any of their agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during this period the DEVELOPER will enjoy the right of absolute possession over the SAID PROPERTY.
- 6.4 That if the DEVELOPER fails to carry out the project within the aforesaid time-frame and if the DEVELOPER fails to construct the proposed building within the stipulated time, then from that point of time and from that very moment only this agreement would be considered to have been terminated and frustrated and the OWNER will take possession over the constructed building irrespective of allocated share and the DEVELOPER will be bound to vacate the premises without any objection and moreover in such event the OWNER will keep and retain the entire consideration amount if any paid by the DEVELOPER in favour of the OWNER in pursuance of this Agreement and also shall take over the possession and ownership of the constructed portion of the building and by no means the DEVELOPER 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



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Pradyot Krishna

Dali Das

Sumanta Das

At
Nitya Kumar Bose

ARTICLE VII - SPACE ALLOCATION

- 7.1 The DEVELOPER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER only and no one else but the said building is to be constructed by the manner and way with all specifications as stated in the **Third Schedule** of this Indenture.
- 7.2 The OWNER shall be ENTITLED to the OWNERS' ALLOCATION as defined in **Clause 1.6** of this agreement.
- 7.3 The OWNER shall be entitled to sell, transfer and/or otherwise deal with the Owners' allocation of space, except the vacant space, e.g. lawn or/and drive way or/and garden etc., the transfer of which is prohibited under Rules of Burdwan Municipality as well as West Bengal Municipal Act and/or by any other law for the time being in force.
- 7.4 In consideration of the DEVELOPER'S having constructed the building at its own costs and provided for the Owners' allocation as above, the DEVELOPER shall be entitled to the remaining total space in the said building including common parts and areas.
- 7.5 The OWNER shall be entitled to sell, transfer and/or otherwise deal with the Owners' allocation (Flat No. 1C and 1B) or space alone and or individually i.e., the sale must be made with the DEVELOPER and OWNER shall not be entitled to sell, transfer and/or otherwise deal with the Owners' Allocation or space without the DEVELOPER and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee from OWNERS' ALLOCATION only by the DEVELOPER where the cost and expenses of such installation must be incurred by the intending purchaser/transferee.
- 7.6 The common area/facilities shall be jointly owned by the OWNER and the DEVELOPER for the common use and enjoyment of Owners'/Developer's allocation of space..
- 7.7 The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion in the construction according to the sanctioned plan of the Burdwan Municipality.
- 7.8 It is totally up to the privilege and wish and within the Right of the FIRST PART if the Owner intend to and wish to keep any physical possession or any flat(s) then after the execution of this Deed the distribution of physical



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Rajoy Krishna
Dali Das
Sumanta Das

A) Maly Kumar Bar

allocation will take place and the OWNER will receive their required and preferential allocation by virtue of a deed of allocation distribution and may register the same for their own convenience through their Advocate or may also take the possession certificate from the Developer and afterwards the OWNER may either retain or keep or may directly sale the said Flat and Parking Space and may directly do any documentation or will execute any document and agreement for Sale either by itself or through their Power of Attorney Holder being the Representative Partners of the Developer Firm on their behalf

- 7.8 Both the OWNERS and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price; be it mentioned here that if the DEVELOPER fails to provide and give the aforesaid areas of the Flats which are to be allotted to the OWNERS and provides less quantum/area of the agreed area of the Flats then the DEVELOPER will be liable and duty bound to pay the said specific owner or to all the owner as the case may be the price of the said less area provided as per the prevailing market value as per the sale price of other flats in the same building but if the DEVELOPER allots and/or allocates any excess area/quantum of area of the said flats(s) then the OWNER individually or jointly will be liable to pay the excess amount as per the Sale Price to the DEVELOPER.
- 7.9 In so far as the roof right in the OWNERS' and DEVELOPER'S allocation barring the common facilities attached with the roof such as water tanks, antenna etc. In other wards the entire roof right will be devolved upon the OWNER and DEVELOPER jointly in regard to further construction and no further construction take places the Roof shall be regarded as Common areas of the Flat Owners.
- 7.10 On completion of the building, but therefore giving possession, both the OWNER and the DEVELOPER will conduct a joint survey of the carpet area, covered/built-up area and super built up space/area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocations.
- 7.11 The Owners and Developer may either jointly or may separately sale the flats without any hindrances and however during the construction period if the OWNERS enter into any agreement with any intending purchaser then if law or rule requires they may keep the DEVELOPER as the confirming party in all



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Bijoy Krishna
Dali Das
Sumanta Das

A/111
Nalaj Kumar Borah
Director

necessary documents.

ARTICLE VIII - COMMON FACILITIES:

- 8.1 As soon as the building is completed, the DEVELOPER shall give written notice cum Completion Certificate to the OWNER requiring the OWNER to take possession of their share of allocation in the building and as from date of service of such notice or issuance of such Certificate and for all times thereafter the parties shall be exclusively responsible for the payment of the Burdwan Municipality and property taxes, rate, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as THE SAID RATES) payable in respect of their respective allocations, such rates to be apportioned pro rata with reference to the total super built up space in the building if they are levied on the building as a whole from the date of resumption of possession.
- 8.2 The OWNER shall punctually and regularly pay the proportionate share of the said rates to the concerned authorities or to the DEVELOPER or otherwise as specified hereinafter and shall keep the DEVELOPER indemnified against all claims, actions, demand, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the DEVELOPER as the case may be consequent upon a default by the OWNER this behalf in respect of their proportionate share of the said rates.
- 8.3 As and from the date of receipt the completion certificate, the OWNERS shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the flat Owners' allocation or other entity/person specified hereinafter service charges for the common facilities in the building payable with respect to the OWNERS' ALLOCATION, and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for electrical and mechanical equipment, switchgear, transformers, generators, pump motor and other electrical and mechanical installations, appliances and equipments, stairways corridors, halls, passage ways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the Owners' allocation or any part thereof the OWNER shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Prity Krishna
Dali Das
Sisanta Das

Al
Honey Kumar Bor
(17/18)

ARTICLE IX - ADJUSTABLE AMOUNT

That the OWNER No. 1 will Receive received adjustable amount of Rs. 67,00,000/- (Rupees Sixty Seven Lakhs Only) for signing this Agreement and received a adjustable amount of Rs. 8,84,500/- only. And the owner no. 1 shall receive Rs. 10,00,000/- as instalment payment out of total adjustable amount within 31st December of 2024 and the owner no. 1 shall again receive Rs. 15,00,000/- as instalment payment out of total adjustable amount within 31st March of 2025 and the owner no. 1 shall again receive Rs. 15,00,000/- as instalment payment out of total adjustable amount within 30th June of 2025 and the owner no. 1 shall receive full and final payment of Rs. 18,15,500/- as instalment payment out of total adjustable amount within 30th September of 2025 and thereafter there shall be no further financial liability between the Owner No. 1 and Developer.

ARTICLE X - TIME FOR COMPLETION:

- 10.1** The building shall be completed within 36 Months from the date of sanction of the Plan for construction of the proposed multi-storied building by the Burdwan Municipality which may be extended up to 24 Months only if the Burdwan Municipality or any Plan Sanction authority permits and as per the Order of the Burdwan Municipality unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure.

ARTICLE XI - MISCELLANEOUS:

- 11.1** The OWNER and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or constructed as a joint venture between the OWNER and the DEVELOPER nor shall the OWNER and the DEVELOPER in any manner constitute an association of persons and this Agreement along with the integrate Power of Attorney can never be cancelled partly or fully and can never be cancelled, terminated and revoked unilaterally and must be cancelled bilaterally if necessary and the Owners alone shall not have the Power or authority to unilaterally cancel this Agreement or Power or Attorney or both at all.
- 11.2** All dealings to be made by the DEVELOPER in respect or the construction of the buildings and development of the complex as well as for Booking and



**District Sub-Registrar-I
Purba Bardhaman**

26 SEP 2024

executing Agreement for Sale and also Sale Deed of Flats and Car Parking Space and moreover the receiving of earnest consideration amount, advance money etc for sale proceedings from the intending purchaser/customer to be taken and obtained by the DEVELOPER itself and in certain cases with legal necessity it may be made in the name of the OWNERS but any such dealings shall not create or foster in any manner any financial, civil and / or criminal liability of the OWNERS and the OWNERS will not be liable in any case or circumstance in respect of the said project to any Third Party including the Purchaser/Customers.

- 11.4 The DEVELOPER shall be entitled to enter into separate contract or agreements in its name with building contractor, architects and others for carrying out the development at the risk and costs of THE DEVELOPER.
- 11.5 **FORCE MAJEURE** shall mean pandemic and epidemic outbreak, lockdown, riot, war, tempest, civil commotion strike or any other act or commission beyond the control of the party affected thereby.
- 11.6 The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a **FORCE MAJEURE** with a view or in contradiction by amicable settlement or DISPUTE SETTLEMENT means 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 for which the DEVELOPER may required the authority of the OWNER and various applications and other documents may be required to be signed or made by the OWNER relating to which no specific provision has been made herein, the OWNER hereby authorizes the DEVELOPER to do all such acts, deeds, matters and things and undertakes, forthwith upon being required by the DEVELOPER in this behalf to execute any such additional powers or authorities as may be required by the DEVELOPER for the purpose as also undertakes to sign and execute all such additional applications and other documents as may be reasonably required for the purpose with prior approval of the OWNER and by giving prior information.
- 11.8 The DEVELOPER shall frame the rules and regulations regarding the usage



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Rajoy Krishna
Dali Das
Sumanta Das

Atty. n
Naloy Kumar B. (ONE)

and rendition of common services and also the common restrictions during construction period.

- 11.9** The OWNERS and DEVELOPER hereby agree to abide by all the rules and regulations of such management Society/Association/holding organization and hereby give their its consent to abide by the same.
- 11.10** Any notice required to be given 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 or creating any right, title or interest in respect thereof in favour of the DEVELOPER other than exclusive license to the DEVELOPER to commercially exploit the same in terms thereof.
- 11.12** As and from the date of receipt of the completion certificate or the building the DEVELOPER and/or its transferees and the OWNERS and/or their transferees shall be liable to pay and bear proportionate charges on account of all other taxes payable in respect of their respective spaces.
- 11.13** The DEVELOPER shall install any equipment or/and erect and maintain in the said premises at 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 as and from the date of handing over possession of the premises (for the commencement of work at the said premises) to the DEVELOPER by the OWNERS until delivery and/or the completion certificate of possession of the OWNERS allocation in the proposed building.
- 11.15** The OWNERS and the DEVELOPER on mutual consent, will be free and will be entitle to execute and register any deed or document in regard to modification and/or correction and/or modification of the present Deed and shall also be eligible to execute and register any deed for distribution of allocation among the OWNERS however it is obligatory that both the parties to the present Development Agreement must jointly sign and execute such deed on mutual consent and joint assent.
- 11.16** That within the tenure of this Agreement if any one or more than one of the Parties die, then this Agreement shall be treated to be valid and legally binding upon the respective heirs, executors, administrators, legal representative and assignees of the said Deceased Party/s. Moreover in the



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Pradyot Krishna
Dali Das
Sumanta Das

At
Mukul Kumar Borah

meantime anything happens to the Owner or if the OWNER dies, then this entire Deed shall be treated to be valid and legally binding upon the respective heirs, executors, administrators, legal representative and assignees of the Owners and the legal heirs, executor, administrators, legal representative and assignees will be duty bound to obey, honour and respect this Development Agreement cum Development Power of Attorney in such a way that this has been declared and issued and given by them at that point of time and if required by the DEVELOPER, the legal heirs of Owner will be bound and liable to execute and register a Deed of Consent or Deed of Assent or any other Deed as per requirement of the Developer and also one Power of Attorney with the same terms and powers as written in this instrument in favour of the DEVELOPER.

ARTICLE XII - POWER OF ATTORNEY:

- 12.1 In respect of the Allocation of the Developer, i.e., the Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of its allocated Share 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 Owner and execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same & shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed 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 admit execution thereof on behalf of the owner/ Executant and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount 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



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Bijoy Krishna
Dali Das
Sumanta Das

A/11
Malay Kumar Boral

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 in respect of its allocation and remaining amount of the said consideration amount of the remaining flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favour of the buyer in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property.

12.2 In pursuance of this Agreement since one Power of Attorney for Development and also for selling the Flats and Parking Spaces on behalf of the Owner is required, hence for the said reason the OWNER hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER may smoothly and uninterruptedly carry on and continue its works. Hence the Power of Attorney for Development Purpose, for Selling Purpose as well for other associated and ancillary Purpose is being executed on the following effects;

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNERS,

- a) **MR. BIJOY KRISHNA DAS**, S/o Late Surendra Nath Das, by faith Hindu, by Occupation: Enjoyment of Usufructs of Property, an Indian National and residing at B-2- 75/3 V.K. Nagar M.A.M.C. Durgapur-10, Durgapur Heavy Engg Plant, Paschim Bardhaman, Pin-713210; **PAN: ALEPD2921N;**
- b) **MRS. DALI DAS**, W/o Late Binoy Das, by faith Hindu, by Occupation: Enjoyment of Usufructs of Property, an Indian National and residing at 5 No Ichlabad, Sripally, Purba Bardhaman, Pin-713103; **PAN: HGEPD8856A;**
- c) **MR. SUMANTA DAS**, S/o Late Binoy Das, by faith Hindu, by Occupation: Enjoyment of Usufructs of Property, an Indian National and residing at 5 No Ichlabad, Sripally, Purba Bardhaman, Pin-713103; **PAN: ETAPD0668A; SEND GREETINGS AND APPOINT** the DEVELOPER namely "**AMBITION**" (A Proprietorship Organization) having its Registered Office cum Place of Business at 42, D.N. Sarkar Road, Burdwan, P.O. & P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101 being represented by its sole proprietor **SRI MALAY KUMAR BORAL**, S/o Late Narayan Prasad Boral, by faith- Hindu, by profession -



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Prady Krishna
Dali Das
Sumanta Das
At
Nalini Kumar Das

Business, resident of Hatgobindopur, P.O. Hatgobindopur, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713101; **PAN. ADHPB5490R**; as the attorney or agent of the Executant / Executor of this Power of Attorney being the Owner with full power to construct proposed new building/apartments by developing the same in the **First Schedule** mentioned land and thereafter stated on the behalf of the Executants/Executors of this Power of Attorney being the Owner and in the names of the Executants/Executors of this Power of Attorney being the Owner 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 Owner agreed upon as per the Agreement for Development and hereby admit and appoint them to be their true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on behalf of their and in their 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 Executants/Executors of this Power of Attorney being the OWNERS to the developer or prospective buyers or agreements with such prospective buyers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executants/Executors of this Power of Attorney being the 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 Municipality 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.



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Prady Krishna
Dali Das
Sumanta Das

A/ 17
Maly Kumar B

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 them under these presents 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 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



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Prady Krishnad
Dali Das
Sujanto Das

Att
M. of the mar

of any of the abovementioned 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 our name including the approval of the said document or documents. Purchaser of flats may required if necessary and for that purpose the said attorney of the Executants/Executors of this Power of Attorney being the OWNERS is hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Joint-Registrar or Deeds and Assurances or any other registering authority officer or officers as occasioned shall or may require.

9. To 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 Executants/Executors 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 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.
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, charge, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual



✓
District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Ajay Krishna
Doli Das
Sumanta Das

At
Nitya Kumar

or convenient for the exercise of any of the power herein conferred on the said attorney.

13. To pledge, mortgage, hypothecate or charge or concur in pledging hypothecating or charging with, to or in favour of any Bank or Banks or any other financial institutions, body subject to such condition as the Attorney may think fit and for that purpose to sign execute and deliver all necessary instruments 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.
14. 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 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 Municipality 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 Executants/Executors of this Power of Attorney being the OWNERS.
15. 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 Municipality or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Pradyot Krishna
Dali Das
Sumanta Das

A. " "
Naloy Kumar Das

16. 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.
17. 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.
18. To appoint an architect and to get the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities concerned in respect of the proposed building.
19. To make necessary applications and signed all papers, to appear before the Burdwan Municipality, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities.
20. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multi-storeyed 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 plans and according to specifications & other requirements of the Burdwan Municipality and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.



✓
District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Pragya Krishna
Dali Das
Sumanta Das

A. B.
Nalini Kumar B.

21. 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.
22. 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.
23. To pay any deposit and pay moneys required to be deposited with the Burdwan Municipality and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
24. To pay all the taxes to the concern authority relating to the said property until the completion of the buildings.
25. 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 complaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executants/Executors of this Power of Attorney being the OWNERS.
26. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
27. To compromise, compound or withdraw cases or to confess judgment and to refer case to Arbitration.
28. 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.
29. 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.
30. To apply for the inspection of and to inspect any Judicial Records any records of any office or offices.
31. 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,



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Prigya Kishna

Dali Das

Simanta Das

At
Malay Kumar Das

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 are or may be party or any way interested.

32. To negotiate for sale of the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount in respect of the Owners' and also the Developer's Allocation.
33. To negotiate for sale of the and Flat(s)/Residential Unit(s) and Parking Space(s) in the multi-storeyed residential building inclusive of Flats/Residential Units and Car Parking Spaces on **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount for Developer's Allocation only.
34. To execute, sign and enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney in respect of the Developer's Allocation only and execute the agreement for sale by receiving the advance amount in respect of the Developer's Allocation only and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Developer's Allocation only and to receive the consideration amount on behalf of the Developer's Allocation only.
35. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Developer's Allocation only.
36. 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 Investor (individual or Juristic Entity) for selling of the flats and parking spaces from the all purchasers and to receive the consideration amount for Developer's Allocation only.
37. To Sign, Execute, Present and Register the Agreement for Sale Deed and/or also to Sign, Execute, Present and Register Sale Deed in favour of the prospective purchasers on behalf of the Executors of this Power of Attorney Deed in respect of Developer's Allocation only in any Registration Office and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof 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.



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

38. Developer cum Attorney shall have the Power and Authority to negotiate for Sale and then do the all sale process and execute and register Agreement for Sale, Deeds, Sale Deed in respect of 1 (One) Flat being one 2BHK Flat being Flat No. 3A (Flat Type "A" in the 3rd Floor) out of which on the 3rd Floor on the South Eastern Side of the Floor measuring 47.87 Sq. Meters i.e., 515.27 Square feet of Covered Area on behalf of the Owners and will receive the consideration amount in his account and shall transfer the residual amount to the Bank Account of Owner No. 2 & 3 after making deductions and adjustments etc.
39. To deliver the possession in favour of the Buyer.
40. 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.
41. To the intent as above, the Executants, the above named principal hereby agree and undertake to confirm and ratify all and whatever acts, deeds and things the DEVELOPER cum Attorney shall do or cause to be done by virtue of the power and liabilities conferred on it by these presents and will not cause or initiate to revoke and will not revoke this power of attorney and will not revoke any power of this instrument and will not cancel this instrument until the tenure of the Development Agreement is completed

ARTICLE XIII - DISPUTE RESOLUTION:

- 13.1 In case of any dispute difference or question arising between the parties with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement and same shall be initiated to resolve with Amicable Settlement at first then only further statutory and legal recourse can be opted.

ARTICLE XIV - JURISDICTION:



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Bijoy Kishna
Dali Das
Sumanta Das

Naby Kumar Bora

14.1 Burdwan Court alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

The Stamp Duty over the value assessed by Directorate of Registration and Stamp Revenue has been paid duly by the Party to the SECOND PART.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Property Details)

ALL THAT THE PIECE AND PARCEL OF BASTU LAND within District: Purba Bardhaman P.S & Sub-Registry Office - Burdwan within Burdwan Municipality bearing C.S. Plot No. 855 appertaining to L.O.P. No. 225 and presently comprised L.R. Plot No. 2389, L.R. Khatian Nos. 12298, 12299 & 12301, within Mouza- Ichlabad, J.L. No. 75 at Ward No. 11, Holding No. 426, Mahalla: Ichlabazar within limit Burdwan Municipality, P.S. Bardhaman & Dist. Purba Bardhaman, **total measuring an area of 10 Decimals (A Little More or Less) i.e., 0.10 Acres (A Little More or Less) i.e., 6 Kathas (A Little More or Less)** of landed property out of which the property given for Development as per this agreement is the 16 Anna of the said LR Plot Number which is measuring **10 Decimals (A Little More or Less) i.e., 0.10 Acres (A Little More or Less) i.e., 6 Kathas (A Little More or Less)** structure thereon and the property is being butted and bounded in the following manner:

ON THE NORTH BY: Property of Arati Khassel;

ON THE SOUTH BY: Property of Sushanta Sarkar;

ON THE EAST BY: Property of Manik Sarkar;

ON THE WEST BY: 20 Ft Wide Road;

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

10 Decimals (A Little More or Less) i.e., 0.10 Acres (A Little More or Less) i.e., 6 Kathas (A Little More or Less). [Municipal Plan bearing No. SWS-OBPAS/1201/2024/1037 from Burdwan Municipality]

The Land is having Holding No. 426 of Ward No. 11 of Ichlabazar Mahalla within the Jurisdiction of the Burdwan Municipality.

Revenue payable to the State of West Bengal through B.L & L.R.O, Burdwan-I.

THE SECOND SCHEDULE

(Proposed Construction of Flat and Building Details)

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



↙
District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Prity Krishna
Dali Das
Sumanta Das

Mulay Kumar Das

MAIN WALLS & PARTITION WALLS:- 200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively.

FLOOR:- Marble/Vitrified Floor Tiles for All room, Verandah, Hall, Kitchen, Bath/Toilet.

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

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

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

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. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:- All the internal wall surfaces and the ceiling will be finished with Plaster of parish.

The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary priming coat

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

HARDWARE FITTINGS AND FIXTURES:- All the hardware Fittings will be of aluminium. The internal doors will have all the necessary



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Prady K. Sharma
Dali Das
Sumantra Das

A
Prady K. Sharma

locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

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

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

Living Room cum Dinning Space 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.

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 cut pieces marble (1'6"X 1'6"). One basin with tap will be installed at Dining Hall.

KITCHEN SPACE:-

Each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:-

P.V.C.

ADDITIONAL WORK:- Any extra additional work done by the Developer, at the request of the OWNER shall be charged extra at market



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Bijoy Krishna
Dali Das
Sumanta Das

A/11
Moloy Kumar Das

rate and the OWNER shall have to pay cost of those extra additional works executed by the Developer additionally.

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

1. Entrance and Exits to the Premises,
2. Stair Cases,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floors of the New Building and Top Roof
As per Section 3(d)(2) of the West Bengal Apartment Ownership Act.
5. Passage for Entrance,
6. Pump,
7. Electric Meter & Electric Meter Space,
8. Septic Tanks,
9. Boundary Walls with Entrance Gate,
10. Overhead Water Tank,
11. Transformer and space (if any),
12. Lift/s (if any),
13. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
14. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
15. Generator,
16. 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).
17. Such other parts, areas, equipments, 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-Owner.

Memo of Receipt

The **OWNER** hereby doth admit and confirm about RECEIPT and RECEIVING of and from the within named **DEVELOPER** the sum of total Rs. Rs. 8,84,500/- (Rupees Eight Lakhs Eighty Four Thousand Five Hundred Only) through Different Instalments and Payment from the date of negotiation of the deal and finalization of the terms and conditions of this Development Agreement.

IN WITNESSES WHEREOF, the **OWNERS**, the **DEVELOPER** and **WITNESSES** after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind on **26th of September, 2024**.



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

[This Deed is prepared on 1 (One) Stamp Paper, 38 (Thirty Eight) Legal Papers and 2 (Two) Legal Papers containing the Finger Prints and Photos of the Parties i.e., this Deed is prepared on and upon total 41 (Forty One) Pages].

WITNESSES:-

1. Sh. Sabir
S/o. Sh. Merced
Burdwan, P. S. Burdwan,
Burdwan, 713101.
2. Prasenjit karmakar.
Narigopal karmakar.
Dahpur. Bhatar
Purba Burdwan
713121

Rajy Krishna Das
Dali Das
Sumanta Das

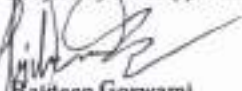
SIGNATURES OF THE OWNERS

Am. in

Malay Kumar Borah
Owner

SEAL & SIGNATURE OF THE DEVELOPER

Drafted by me & typed in my Office


Rajdeep Goswami
Advocate
Burdwan Dist. Judges Court
Enrollment No. WB/1989/2011



District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Bijoy Krishna Das

SIGNATURE Bijoy Krishna Das

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Dali Das

SIGNATURE Dali Das



✓

District Sub-Registrar-1
Purba Bardhaman

26 SEP 2024

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Sumanta Das

SIGNATURE

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



SIGNATURE

Ami in

Medha Kumar Borah
Inspector



✓

District Sub-Registrar-I
Purba Bardhaman

26 SEP 2024

स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER
ADHPB5490R

नाम / NAME
MALAY KUMAR BARAL

पिता का नाम / FATHER'S NAME
NARAYAN PRASAD BARAL

जन्म तिथि / DATE OF BIRTH
26-08-1967

हस्ताक्षर / SIGNATURE
Malay Kumar Baral

आयकर अधिकारी, व.स. 11
COMMISSIONER OF INCOME TAX, W.S. - 11

Malay Kumar Baral.



সংসদে সরকার
SANGSAD E SARKAR



মলয় বড়াল
Malay Baral
জন্মতারিখ / DOB : 17/12/1968
পুরুষ / MALE

6476 2653 1562



আধার - সাধারণ মানুষের অধিকার



ঠিকানা:
প্রদত্ত: নারায়ণপ্রসাদ বড়াল,
হাটগোবিন্দপুর, বর্ধমান, পশ্চিম
বঙ্গ, 713407

ভারতীয় পরিচয় কার্ড প্রদান
INDIAN IDENTIFICATION CARD OF INDIA

Address:
S/O: Narayanprasad Baral,
Hatgobindapur, Bardhaman,
West Bengal, 713407



uidai



uidai@uidai.gov.in

www

www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

Malay Kumar Baral


 भारतीय निर्वाचन आयोग
 ELECTION COMMISSION OF INDIA
 निर्वाचन आयोग की ओर से जारी किया गया पहचान कार्ड
 ELECTION PHOTO IDENTITY CARD

EPIC No. : **UWX2440493**





नाम : सुमन्त दास
 Name : **Sumanta Das**
 मातृका नाम : दालि दास
 Mother's Name : **Dali Das**

EPIC No. : **UWX2440493**

Sex/Gender : **M** / Male
 Date of Birth / जन्म तिथि : **16-02-1968**
 Date of Issue / जारी तिथि : **16-02-2022**
 Address : **2019, BHOJCHAKRA, BUDHWAN, SIBPALLY, PURBA BANGALAM, WEST BENGAL-713133**

EPIC No. : **2019-2022**

Registered Person / पंजीकृत व्यक्ति : **2019-2022**
 Assembly Constituency No. and Name : **2019-Budwan**
 District : **UGANDA**

COMMISSION OF INDIA

Note :
 1. If the person is not a citizen of India, he/she is not eligible to vote.
 2. If the person is not a citizen of India, he/she is not eligible to vote.
 3. If the person is not a citizen of India, he/she is not eligible to vote.
 4. If the person is not a citizen of India, he/she is not eligible to vote.
 5. If the person is not a citizen of India, he/she is not eligible to vote.
 6. If the person is not a citizen of India, he/she is not eligible to vote.
 7. If the person is not a citizen of India, he/she is not eligible to vote.
 8. If the person is not a citizen of India, he/she is not eligible to vote.
 9. If the person is not a citizen of India, he/she is not eligible to vote.
 10. If the person is not a citizen of India, he/she is not eligible to vote.

ELECTION
 COMMISSION OF INDIA

Sumanta Das

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ETAPD0668A



नाम / Name
SUMANTA DAS

पिता का नाम / Father's Name
BINOY KRISHNA DAS

जन्म की तिथि /
Date of Birth
16/02/1988

लिंग / Gender
Male

2007/2018

Sumanta Das



भारत सरकार
GOVERNMENT OF INDIA



सुमन्त दास
SUMANTA DAS
जन्मदिनांक/ DOB: 16/02/1998
पुल्लिंग / MALE



9873 1260 9699



भारतीय विशिष्ट पहचान प्राधिकरण
INDIAN IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

501, इच्छालाब, श्री गंगी,
बर्द्धमान (Jm), बर्द्धमान,
पश्चिम बङ्ग - 713103

Address:

501 ICHHALABAO SHREE
GANGI, Bardhaman (Jm),
Bardhaman,
West Bengal - 713103

9873 1260 9699

Sumanta Das



भारत सरकार

GOVERNMENT OF INDIA



उत्ति नाम

Dali Das

जन्मतिथि / DOB: 01/01/1975

प्राथमिक / FEMALE



9467 8590 9859



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

5 नं. ईश्वरालय, श्री श्री,
बर्द्धमान (३५), बर्द्धमान,
पश्चिम बङ्ग - 713103

Address:

5 NO ISHWARALAY, SHREE
PALLY, Bardhaman (m),
Bardhaman,
West Bengal - 713103

9467 8590 9859

Dali Das


 ভারতের নির্বাচন কমিশন
 পরিচয় পত্র
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 FKH2343283




নির্বাচকের নাম : ডালি দাস
 Elector's Name : Dali Das

প্রমিত নাম : বিনয় দাস
 Husband's Name : Binay Das

লিঙ্গ / Sex : পু / F
 জন্ম তারিখ : XX / XX / 1975
 Date of Birth : XX / XX / 1975

FKH2343283

ঠিকানা:

১ নং ইচালাবাদ, স্রিপাল্লী, ১১ বর্দমান সদর বর্দমান
713103

Address:

5 No Ichalabad, Sripally, 11 Bardhaman
Sadar Burdwan 713103



Date: 24/07/2007

১১ - বর্দমান দক্ষিণ নির্বাচন কেন্দ্রের নির্বাচন নিয়ন্ত্রণ
অফিসারের স্বাক্ষরের অনুমতি

Facsimile Signature of the Electoral
Registration Officer for

271-Burdwan South Constituency

উক্তনামা পরিবর্তন হলে নতুন ঠিকানায় যেখানে লিখে নাম
দেখা ও একই নম্বরের নতুন সচিব পরিচয়পত্র পাওয়ার
জন্য নির্দিষ্ট করে এই পরিচয়পত্রের নম্বরটি উল্লেখ 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 same number.

1000214

Dali Das



Bijoy Krishna Das



भारत सरकार
Unique Identification Authority of India
Government of India

Enrollment No.: 1058/30010/82163

To
Bijoy Krishna Das

12/05/2018

B 2-75 / 3
V.K. NAGAR, M.A.M.C
DURGAPUR -10
Durgapur (m Corp.)
Durgapur Heavy Engg Plant, Bardhaman
West Bengal - 713210



KH387005801FT

38700580



आपका आधार क्रमांक / Your Aadhaar No. :

5651 5194 4909

आधार - आम आदमी का अधिकार



भारत सरकार
Unique Identification Authority of India



Bijoy Krishna Das

Father : Lt. Surendra Nath Das

DOB: 02/03/1948

Male

5651 5194 4909



आधार - आम आदमी का अधिकार

Bijoy Krishna Das