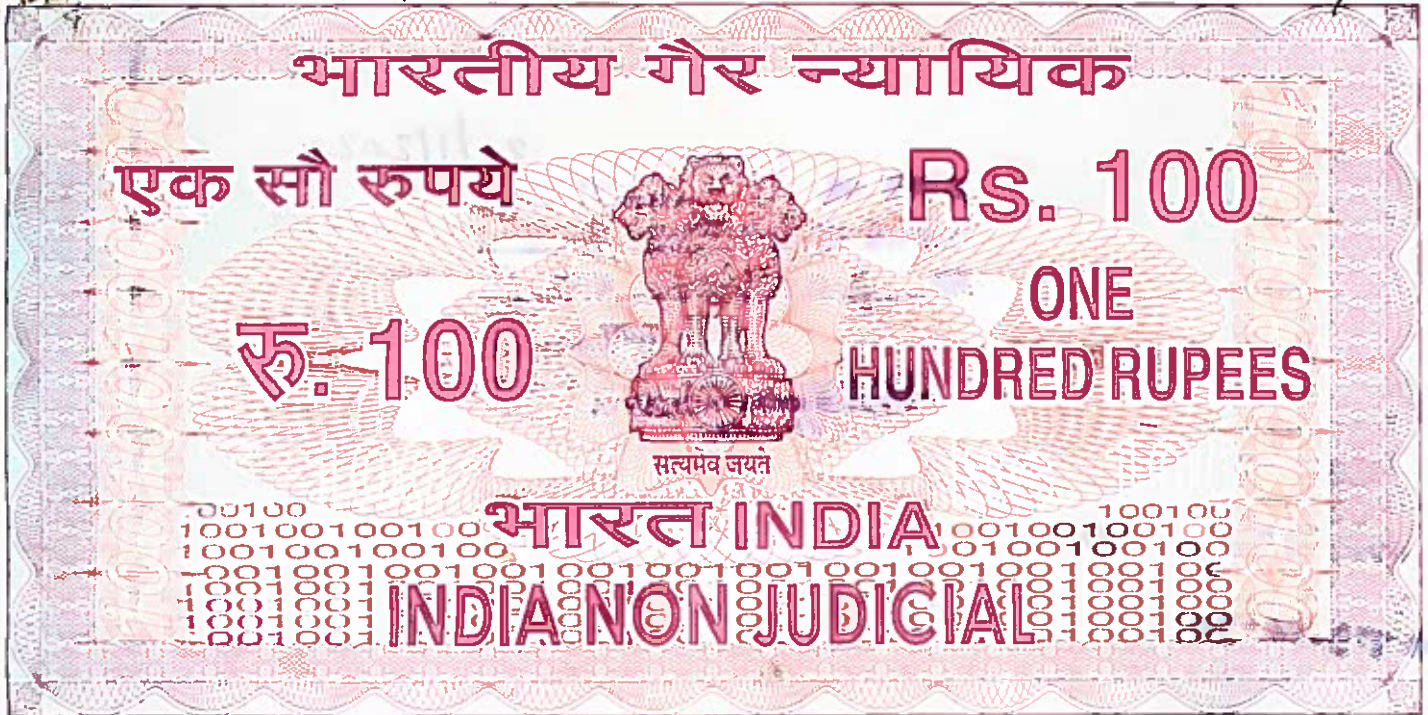


S.No. 00387/20

I-367/20



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Verified that the document is
admitted to Registration. The
Signature sheet and the
endorsement sheet is attached
with this document are the part
of this document.

AB 080451



03.02.2020
Addl. District Sub-Registrar
Purulia

**DEED OF DEVELOPMENT AGREEMENT WITH
GENERAL POWER OF ATTORNEY**

THIS DEED OF DEVELOPMENT AGREEMENT WITH GENERAL
POWER OF ATTORNEY made at Purulia on this the 28th day of
January, 2020 (Two Thousand Twenty);

B E T W E E N :

1. **Sri Ram Moy Dey** (PAN-ADJPD2677C) son of Late Prahlad
Chandra Dey, Business by occupation, residing at G.C. Adhikary
Road, Digudih, Purulia, P.O. Dulmi-Nadiha, P.S. Purulia (T) and
Dist. Purulia, West Bengal, 2. **Smt. Sonali Sen** (PAN-DDGPS0952F)
wife of Sri Mahabir Sen, household work by occupation, residing at
Upper Nadiha, Purulia, P.O. Dulmi Nadiha, P.S. Purulia Town and
Dist. Purulia, West Bengal, both Hindu by religion, Indian Citizen,
hereinafter called and referred to as the 'LAND OWNERS/FIRST
PARTY' (which expression shall, unless excluded by or repugnant
to the context, be deemed to mean and include their respective
heirs, executors, administrators, legal representatives, assignees,
etc.) of the ONE PART.

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21/1/2020

पारथा प्रतीम बनेजे
पुर्वीक पुर्वीक
1001
पेदास भिर्लेचोरा
CHANDRA BHAI CHANDRA
V. P. 1001

Ran May Reg
v.e.T.G.no-90

Ran May Reg
v.e.T.G.no-91

Sonali Sen.
v.e.T.G.no-92

Partha Prati Banerjee.
v.e.T.G.no-93

Deb Deb De.
v.e.T.G.no-94

Manuti Nandanlaty
v.e.T.G.no-95



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Additional District
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28 JAN 2020

Pimpri (W.B.)

Shankar Jay S/o Ramnath Jay
Dignodilara G.K. Acharya Lane Pimpri

[2]

AND

SHREE KRISHNA CONSTRUCTION(PAN-ADXFS4381A), a partnership firm, having its registered office at Station Para, Purulia, P.O. Namopara, P.S. Purulia (T) and Dist. Purulia, West Bengal, herein after called and referred to as the DEVELOPER/SECOND PARTTY (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its, executors, administrators, representatives assignees, successors etc. in office) of the OTHER PART, being represented by its partners **1. Sri Partha Pratim Banerjee** (PAN-ADXPB8937H) son of Sri Biswanath Banerjee, residing at Namopara, Main Road, Purulia, P.O. Namopara, P.S. Purulia(T) and Dist. Purulia, West Bengal **2. Sri Debdip De** (PAN-BKJPD5769H) son of Late Dilip Kumar Dey, residing at P.N. Ghosh Street, Purulia, P.O. Purulia, P.S. Purulia(T) and Dist. Purulia, West Bengal and **3. Sri Maruti Nandan Lata** (PAN-AJGPL3124K) son of Sri Gopal Kumar Lata, residing at South Lake Road, Near Hotel Akash Ganga, Purulia, P.O. Purulia, P.S. Purulia(T) and Dist. Purulia, West Bengal, all Hindu by religion, Indian citizen, all business by occupation.

WHEREAS a landed property in Mouza Nadiha within Purulia Municipality, Ward No. 8, Municipal Holding No. 198, situated at G.C. Adhikary Road, Purulia, recorded in R.S. Khatian No. 635 being the portion of R.S. Plot No. 1265, measuring an area of 12.3 Decimals have been previously under the exclusive possession of the LANDLORD NO. 1 herein having his valid right, title, interest therein free from all encumbrances, charges and lispence and the owner have acquired the same by way of a registered deed of sale being no. 361, Dated 16-01-1980, registered at Purulia Sub-Registry Office.

AND

WHEREAS the present LANDLORD NO. 1 after purchasing the aforesaid property by virtue of the aforesaid deed of sale have recorded his name in the finally published R.S.R.O.R. before the concerned B.L. and L.R.O. Purulia and he also mutated his name in the register of Purulia Municipality and the Holding being No. 198 under Ward No. 8 has been allotted in his favour and after obtaining the aforesaid Holding as well as recording his name in the finally published Record of Rights, the present LANDLORD NO. 1 have transfer a portion of the aforesaid property measuring an area of 1 Cottahs 16 Sq.ft. more or less to the present LANDLORD NO. 2 by way of registered deed of sale being no. 2135 dated 25-05-2016 registered at the office of the A.D.S.R. Purulia.

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Additional District
Sub-Registrar

28 JAN 2020

Purnia (V.B.)

IN 110001

[3]

AND

WHEREAS after acquiring the aforesaid property and also after transferring the portion of the aforesaid purchased property in the manner as aforesaid, the present LANDLORD NO. 1 after acquiring sanction plan have constructed a double storied building thereon over the rest portion of his recorded property.

AND

WHEREAS after selling out the aforesaid portion in the aforesaid property, the present LANDLORD NO. 1 is being in absolute ownership in possession over the remaining area i.e. an area of 10.62 Decimals alongwith the existing double storied building thereon and the present LANDLORD NO. 2 is being in absolute ownership over her purchased property measuring an area of 1.68 Decimals.

AND

WHEREAS now the LANDLORD NO. 1 and 2 being the landlords are both in desirous to develop their respective occupied and recorded area in the property, for their respective benefit intend to develop the same by constructing multistoried building thereon and as both the LANDLORDS have not any infrastructural capacity and also as the lacuna in the arena of constructional work have voluntarily agreed and decided to make developement of the aforesaid property by dismantling the existing double storied building have entrusted to the developer herein and the developer also accept such entrusting proposal of the LANDLORDS.

AND

WHEREAS THE LAND OWNERS has proposed and requested the DEVELOPER to develop the Schedule property by demolishing the old delapidated double storied building by raising/constructing of new multi storied building in the entire free hold land thereon as per the Plan that may be sanctioned by Purulia Municipality and/or other authorities and to put up building thereon at its/his/their own costs and expenses, which the DEVELOPER have agreed to do on certain terms and conditions, mutually and voluntarily agreed upon by and between the OWNER and DEVELOPER.

Both the Parties i.e. OWNERS and DEVELOPER hereto are desirous of recording the said terms and conditions in the manner stated hereinbelow.

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**Additional District
Sub- Registrar**

28 JAN 2020

Purulia (W.B.)

[4]

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNERS AND DEVELOPER HERETO AS UNDER :-

Cl. 1. That the Owners shall permit the Developer to develop the schedule property by constructing multi storied (G+5) with basement building or more if required and sanctioned by the authority and the Developer shall develop at their own costs, risks, expenses and responsibility and on 'principal to principal' basis and not as agent of the Owner by putting residential multi-storied building on the land fully described in the schedule below of this Deed as per the Plan/Plans that may be sanctioned by the Purulia Municipality and as per the terms and conditions that may be imposed by the concerned authority while sanctioning the said Plan /Plans.

Cl. 2. That it is hereby voluntarily and mutually agreed and finally decided that in consideration of the OWNERS /FIRST PARTY, permitting the DEVELOPER to develop the Schedule property by erecting multistoried residential buildings as per desire of the DEVELOPER up to the Fifth Floor (G + 5) or / as per sanction of Purulia Municipality at the risk, cost and expenses of the DEVELOPER and after construction, the OWNER and DEVELOPER shall share the constructed area of the newly constructed residential units in the manner stated below by referring the share of the OWNERS as OWNER'S ALLOCATION and by referring the share of DEVELOPER as DEVELOPER'S ALLOCATION by meets and bounds.

OWNER'S ALLOCATION

After construction of the entire building i.e. upto Fifth Floor (G + 5) or / as sanctioned, the OWNERS shall get 25% of the total constructed area of the building.

DEVELOPER'S ALLOCATION

After construction of the entire building i.e. upto Fifth Floor (G + 5) the DEVELOPER shall get 75% of the total constructed area of the building.

Cl.3. That it is hereby agreed by and between the OWNERS and DEVELOPER that to avoid future dispute/litigation after sanction of proposed building plan the parties shall demarcate their respective portion of the constructed area in terms of above allocation over the copy of sanctioned building plan and put their respective signature therein which may be treated full and final settlement of allocation of the constructed area of the building and in the event after obtaining

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Additional District
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28 JAN 2023

Purulia (W.B.)

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the sanctioned building plan, the owners and developer will allocate their portion by demarcating their respective share in different inks such as the owner's allocated portion and developer's allocated portion in the sanctioned plan and it is further be decided that after being allocated the respective portion in the manner as stated above, the owner will be bound to empower the developer to transfer Developers' allocated portion through any deed of conveyance or conveyances by executing registered deed of General Power of Attorney in favour of the Developer. Be it mentioned that it is specifically decided between the parties that the LANDLORD NO. 2 will be provided and or allotted a 3BHK(three bed room) flat in the second floor and a four wheeler parking space in the ground floor of the proposed multistoried building as per his allocated portion.

Cl.4. It is further agreed that super built up area always remain impartiable. That in consideration of the OWNERS have agreed to entrust to the DEVELOPER for the development of the Schedule land by constructing Multistoried building therein at the cost of DEVELOPER and to confer upon the DEVELOPER the rights, powers, privileges and benefits as mentioned herein. It has agreed and decided that since the date of erection of the building all the building materials of the building including the building which be under construction will remain the exclusive property of the DEVELOPER in which the OWNERS have got no right, title, interest or any manner of possession and after construction of the building the OWNER will be only entitled to the OWNERS' allocated share of the constructed building subject to Cl. 2 & 3 of this agreement and the land and the standing building always remain impartiable and OWNER and DEVELOPER shall have proportionate share over the land of the standing building after full and final satisfaction of share in terms of Clause 2 above.

Cl. 5. This agreement will not be treated as partnership between the OWNERS and the DEVELOPER or an agreement for sale of the said plot by the OWNERS to the DEVELOPER.

Cl. 6. That the DEVELOPER is satisfied and accepted about the good and marketable title of the OWNERS as shown and represented by the owner in this deed and further the DEVELOPER is satisfied that the property is not subject to any mortgage, charge, lien or any other encumbrance or lispendance as per commitment and confirmation of the OWNERS of this Deed stated herein below. On demand the OWNERS shall remain bound to made out his good

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ADDRESSES
Sub-Registrar

18 JAN 20

P. J. (18/1/20)

[6]

and marketable title over the Schedule property before the DEVELOPER. If any dispute regarding title of the owner in respect of schedule property be detected in future then land owner self clear it within 16 days otherwise the land owner is bound to refund the earnest amount to the developer within 15 days.

Cl. 7. That the DEVELOPER shall not start any work of development on the Schedule property/land without proper mutation certificate in favour of the OWNERS as well as Land Conversion Certificate for construction of residential multi storied buildings and proper sanction plan, sanctioned by Purulia Municipality as well as formal certificate thereto. It is further agreed and decided that after due mutation of the schedule land in the name of the OWNERS from the end of Block Land and Land Reforms Officer of the area concern and necessary conversion certificate from appropriate authority, the DEVELOPER shall not be entitled to take initiative to submit proposed building plan before Municipal Authority of the area concern or appropriate authority.

Cl. 8. That the development of the schedule property by constructing new multi-storied (G+5) or / as sanctioned building thereon be done at the entire cost, expenses and risk and entire account of the DEVELOPER. The building to be constructed on the Schedule land and the dwelling units and other amenities thereon will be in accordance with the Law in force.

 Cl. 9. The OWNERS give licence and permission to the DEVELOPER to enter upon the schedule property or part thereof with full right and authority to commence, carry on and complete development work in accordance with the permission and agreement herein before mentioned and this license and permission is irrevocable.

Cl. 10. That the DEVELOPER before entering into the Schedule property for developing the property, by erecting building therein, shall make proper arrangement for safety and security and shall take all necessary steps to that effect. It is specifically mentioned here that both the parties mutually and voluntarily agreed that neither of the parties is consumer of the other.

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Additional District
Sub-Registrar

28 JUN 2021

Pimpri (W.B.)

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Cl. 11. That it is hereby mutually agreed and decided that if any dispute will crop up in between the OWNERS and DEVELOPER, in that event dispute to be sent for arbitration for settlement and/or decision before the Arbitrator and the decision of the Arbitrator will be final. It is specifically agreed and decided by the parties that unless process of arbitration is exhausted, neither party's is entitled to take shelter of the Civil Court or any other Forum or Quorum for decision or settlement of dispute. It is further agreed and decided that body of five persons will constitute the Board of Arbitration. Two members will be selected by the OWNER, other two members will be selected by the DEVELOPER and those Members constitute the Board who will select a person as President. In case of difference of opinion between the Members, the decision of the President will be final. The Board of Arbitrators shall have exclusive jurisdiction and authority to decide all the disputes and litigations relating to this agreement and they also hold and possess exclusive jurisdiction and authority to decide all the disputes and litigations in the manner, which they deem just, fit and proper. The Board of Arbitrators will act by applying the rule of natural justice and good conscious. If the Arbitrator's decision is not admissible by the parties, the last resort is available to the provision of Indian Arbitration and Conciliation Act. 1996 as amended.

Cl. 12. That the OWNERS give power to the DEVELOPER by this Deed of Agreement to sign and execute from time to time the Plans and layouts, other Applications, scheme for construction of the building and for approval by the Municipality or other authorities and such other act or acts what so ever which is/are necessary for the development work over the Schedule property provided that all cost, charges and expenses including Architect's fees in this connection shall be borne and paid by the DEVELOPER alone and the DEVELOPER shall indemnify and keep indemnified the OWNERS from and against all actions, suits, proceedings, fines, penalties, Architect's fee and all costs, charges, expenses and damages incurred or suffered by the OWNERS which may cause by this Agreement.

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Additional District
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28 JAN 2020

Purulia (W.B.)

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Cl. 13. That before commencement of development works over the Schedule property, the OWNERS personally or through his nominated person and the DEVELOPER personally or through its nominated person shall jointly get the Schedule property surveyed and ascertain the exact area and/or measurement of the Schedule Land. The DEVELOPER after work of joint survey and measurement of the Schedule land at his own cost shall raise fence/boundary wall surrounding Schedule land. At the time of raising fence or boundary wall surrounding the Schedule land or in course of raising fence/boundary wall or thereafter any objection or obstruction is received by the DEVELOPER or its men or agent, then in that event the DEVELOPER or its men or agent forthwith bring the same to the notice of the OWNER.

Cl. 14. That the DEVELOPER shall in the course of erection and completion of the building do all Lawful acts and things required by and perform the works in conformity in all respect with the provisions of the statute applicable thereto and with the bye-laws and the rules and regulations of the West Bengal Municipal Act and West Bengal Municipal Building Rules and/or any other Public body or Authority having jurisdiction to regulate the same and shall throughout save harmless and keep the OWNERS indemnified of, from and against all claims of the fees, charges fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the said authority in respect of the work in the Schedule Land or anything done or caused to be done or omitted to be done under the authority herein contained and shall generally be paid by the DEVELOPER and shall keep the OWNERS indemnified of, from and against the payment thereof.

Cl. 15. That the DEVELOPER shall not at any time cause or permit any public or private nuisance in or upon the schedule property or do anything which shall cause unnecessary annoyance, inconveniences, suffering hardship or disturbance to the OWNERS or to the occupants of the neighbouring properties.

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Additional District
Sub-Registrar

23 JAN 2017

20/1/2017

Cl. 16. That the time being the essence of this contract relevant to the order of Municipality, the DEVELOPER shall cause the work of construction of the proposed multi-storied (G+5) or / as sanctioned building to be completed within the period as prescribed by Municipal Law in force from the date of getting permission to erect building as per sanctioned building plan from the Purulia Municipality which to be applied for after due mutation of the name of the OWNERS at Block Land & Land Reforms Office, Purulia of the area concern as well as Land Conversion Certificate to that effect unless any unseen event or unavoidable circumstances including crunch of fund cause the work of construction to be delayed shall be within the period as prescribed by Municipal Law in force from the date of getting permission to erect building as per sanctioned building plan from the Purulia Municipality, the time as to be extended after mutual discussion of the parties if necessary.

Cl. 17. That the stamp duty, registration charges, notaries charges and all other out of pocket expenses of this agreement and conveyance shall be borne and paid by the DEVELOPER alone as agreed.

Cl. 18. That the entire development work shall be carried out by the DEVELOPER at its/his/their own risk, costs and expenses. It/He/they shall bear and pay the Bills of the supplies of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the constructions work as also all other costs, charges and expenses that may be incurred with regard to the development work. The DEVELOPER shall also save harmless, indemnify and keep indemnified the OWNERS against any claim that may be made by any one against the OWNERS on account of the DEVELOPER carrying out the said development work. The DEVELOPER shall specifically ensure that the workmen employed for the purpose of carrying out the development work are insured under the Workmen's Compensation Act.

Cl. 19. That the DEVELOPER shall form an Association of Flat Owners as soon as the requisite numbers of flats sold and FLAT OWNER came in possession thereof. It is further agreed that the OWNER shall execute and caused to be registered appropriate POWER OF ATTORNEY in favour of the DEVELOPER by conferring power to sale / transfer of the allocated portion of the DEVELOPER



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Additional District
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Purulia (W.B.)

as well as other powers. Be it mentioned here that OWNER shall not lay any claim / demand in respect of transfer / sale of the allocated portion of the DEVELOPER which the DEVELOPER shall sell / transfer by virtue of the said POWER OF ATTORNEY.

Cl. 20. That the OWNER hereby declares –

(a) That the owner have right to sell / gift / transfer / lease / mortgage his allocated portion to any person or persons and have right to enter into an agreement with any person for sale, transfer or conveyance. Developers have no right to raise any objection regarding the agreement or sell made by the owner of his ALLOCATED PORTION which is termed as Owner's Allocation.

(b) That the OWNER is entitled to enter into this agreement with the DEVELOPER and he has full right and absolute authority to sign and execute the same, and done.

(c) That the OWNER shall not agree, commit or contract or enter into any other agreement for sale or lease of the schedule property or any part thereof to any person or persons other than the DEVELOPER and that he has not created any mortgage, charge or any other encumbrances on the Schedule property as mentioned till this date of Agreement and also will not enter into such agreement so long the agreement will be in existence.

(d) That the OWNER shall not create any encumbrances or charge or impediment of any nature whatever or any into or any Agreement which shall have the effect of causing impediment to the DEVELOPER, construction in respect of the proposed building, and/or building under construction and/or constructed building and/or DEVELOPER'S ALLOCATION.

C1.21. That the OWNER have right to sell / gift / transfer / lease / mortgage his allocated portion to any person or persons and have right to enter into any agreement with any person for sale, transfer or conveyance. DEVELOPERS have no right to raise any objection regarding the agreement or sale made by the OWNER of his allocated portion. Similarly the DEVELOPER has right to sell / gift / transfer / lease / mortgage his/its/their allocated portion to any person or persons and have right to enter into an agreement with any person/ body for sale, transfer or conveyance. OWNER have no right to raise any objection regarding the agreement or sale made by the DEVELOPER of his/its/their allocated portion.



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Additional District
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28 JAN 2020

Purulia (W.E.)

[11]

Cl. 22. That the OWNER shall not entitle to enter into any compromise or give consent to any decree or order without prior consent of the DEVELOPER and in all litigations either civil or criminal or any other litigation, the OWNER will act in consultation with the DEVELOPER during pendency of the work or thereafter in relation to the allocated portion of the DEVELOPER in terms of aforementioned clauses of this deed.

Cl. 23. That the DEVELOPER is allowed to erect further floor over the top most roof of the aforesaid G+5 building after prior permission of the competent authority and in the event the newly constructed floor will be constructed by the Developer herein and completion of such construction of such further floor that will be divided into the land owners and Developer as per the aforementioned allocation i.e. 25 % as Land Owner's Allocation and 75% as Developer's Allocation and the landed area in the event also varied.

Cl. 24. That it is also be decided that after handing over the schedule property by the owner to the Developer, the DEVELOPER will bound to provide accomodation to the owner in any house until handing over a residential flat in any of the floors of the proposed building to the owner. Further it also mentioned as agreed by the Developer to shift the owner of his choice to any flat subject to the satisfaction of the owner.

Cl. 25. That it is be mutually agreed that the legal heir of the present owner will always be bound to execute any other deed of developement agreement in favour of the present developer if so required and in the event, no legal heir will deny the existance of the terms and conditions of this deed.

Cl. 26. That it is hereby mutually agreed and decided that parties of this agreement mutually can vary, alter, amend, modify any clause of this agreement or revoke the agreement. In case of anomaly of the recitals of this agreement matter to be sent to arbitration for decision.

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Additional District
Sub-Registrar

15 JAN 2024

Signature

Cl. 27. It is agreed between the parties that after taking possession of the schedule property, the developer will take steps to provide an accommodation to the land owners until the date of handing over their (Owner's) allocated finished portion.

Cl. 28. In this deed of development agreement and general power of Attorney, the land owners have also empowered the developer to do all the act, deed and things on behalfs of themselves in the manner stated hereunder:-

- a. To develop the schedule property by constructing multistoried commercial-cum-residential building or in any manner as per sanctioned plan sanctioned by the Purulia Municipality and or any other competent authority.
- b. To look after, manage, supervise and administer the affairs of SCHEDULE PROPERTY and protect the interest and share of the owners in the schedule Property.
- c. To appear on behalfs of the owners before the Purulia Municipality, Urban Land Ceiling Authority, Income-Tax Authority and/or any other Government or Semi-Government Authority for the purpose of taking all necessary steps to submit, sign, verify and to receive back all Plans, petitions, applications, forms, challans, receipts etc. on behalfs of the owners.
- d. To apply for, submit plans for sanction of the Building Plan and to obtain the Building Plan/Plans duly sanctioned by the Purulia Municipality or any other Competent Authority.
- e. To make contract or Agreement for sale of the SAID PROPERTY or part thereof with any person/persons/firm/association at such rate or price the developer shall deem fit and proper.
- f. To sell, convey, transfer the share of the developer's allocated portion as has been stated herein before wholly or partly thereof to the intending buyer/buyers on receipt of advance money or full consideration money thereof.
- g. To mortgage, pledge, keep as co-lateral security, the developer's allocated portions fully or partly thereof, with Bank and/or financial institution for obtaining loan which the developer will think, fit and proper.



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Additional District
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28 JAN 2020

PURULIA (W.B.)

h. Developer can execute and sign any contract or Agreement on behalves of the owners and as well as their own allocated portions on receipt of advance money or part payment of the consideration money and grant valid receipt or discharge for the same.

i. Developer can execute any deed of conveyance or conveyances of their allocated portions fully or partly in favour of the intending Purchaser/Purchasers and to sign and verify all such deeds, documents as and when such occassion will arise and also developer can ever keep the portion or wholly of the properties in his/its own custody for his/its own benefit and use.

j. To present any Deed of Conveyance or Conveyances for registration before any Registration authority within the territory of Indian Union either Registrar of Assurances Kolkata, District Registrar, sub-Registrar, Additional District Sub-Registrar Purulia and also any registering authority having jurisdiction and admit execution, to have the conveyance or conveyances registered and to do all acts, deeds, things which the developer shall consider necessary for conveying their allocated portions either wholly or partly thereof to the said Purchaser/Purchasers as fully and effectually in all respects.

k. To receive back any Deed or document from any court or office on proper and valid receipt.

l. To appear in all the Courts either civil, criminal, Revenue, Original, Revisional, or appellate, in the Registration Offices and in any other office and to sign and verify Vakaltnama, Ekrarnama, Powernama etc. and to file plaint, complaint, written statements, verification, affidavit, show cause petition, objection petition before any Magistrate, either Judicial Magistrate Executive Magistrate, District Magistrate, Additional District magistrate or before any sub-Judge, Munsiff, District Judge, Sessions Judge, District Delegate.

m. To institute any case, suit or proceeding before any Court of Law against any person, firm, association or any authority.

n. To appoint and constitute pleader, Advocate or any legal practitioner or agent whenever the developer shall think proper to do so and to discharge them.

o. To conduct, defend, and contest all cases, suits and proceedings instituted by any person, firm, association or any authority.



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Sub- Registrar**

28 JAN 2020

Purullachar (W.B.)

[14]

p. To compound, compromise, settle and submit for arbitration all suits, cases, proceedings, claims, demands etc. arising in course of or in relation to the management, supervision and transfer of the said Property.

q. To sign, verify and file applications for execution of decree or orders of any court.

r. To prefer appeal, motion, revision before any Higher Court against any order or judgement passed by any Lower Court.

s. To open Bank Account/Accounts with any Nationalized Bank and to operate the same by their own signatures jointly or severally.

t. To appear and to file claim petition before the Land Acquisition Authority in case the said Property or any part thereof is acquired or requisitioned by the Govt. of West Bengal or any other statutory authority and to receive the compensation.

u. The developer shall not sell and or transfer the share of owners allocation as has been stated herein before of this document.

v. The developer is fully entitled to execute and register any kind of deed of conveyance or conveyances in respect of 'developers allocated area' in the schedule property of the aforesaid multi-storied building and in this event no prior consent is required from the owners to that effect.

w. The developer is entitled to make necessary mutation and conversion in respect of the schedule property before the concerned B.L. & L.R.O. Purulia and any other competent Government and Semi Government authority.

And generally to do all other acts, deeds and things which in the opinion of the owners ought to be done and all acts, deeds and things lawfully done by the developer shall be construed as the acts, deeds and things done by the owners as the owners are personally present and done the same themselves.

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Additional District
Sub-Registrar

20 JAN 2021

Pudukkottai (W.E.)

[15]

SCHEDULE

(Description of the Property)

District Purulia, P. S. Purulia Town, **Mouza Nadiha**, J. L. No. 291/3, Purulia Municipal Ward No. 8, Municipal Holding No. 198, Situated at Gopesh Chandra Adhikary Road, Purulia, **R. S. Khatian No. 635 (Six Hundred Thirty Five)**, C.S. Plot No. 1508, corresponding to the portion of **R. S./L.R. Plot No. 1265 (One Thousand Two Hundred Sixty Five)**, measuring a total landed area of $12\frac{3}{4}$ Decimals or 7 Cottahs 16 Sq.ft. alongwith a 60 years old Cemented Flooring existing double storied building, measuring a total constructed area of 4535 Sq.ft. (Ground Floor containing an area of 2680 Sq.ft. and First Floor containing an area of 1855 Sq.ft.) with all the fittings, fixture, amenities lying over the landed area has been agreed to be developed by the parties through this deed of Development Agreement and General Power Attorney which is Shown in red ink in the sketch map attached herewith this deed and the same will be treated as the part and parcel of this instrument. Bounded by; North- R.S. Plot No. 1269 and 1271, South - 2 Ft. wide municipal drain thereafter 5 Ft. wide road, East - Road and West - R.S. Plot No. 1266.

 Be it mentioned that if any amount be taken by the landowner from the developer time to time that will be treated as an advance amount and the same will be adjusted from the owner's allocated portion by the developer. It is further be mentioned if the owners intends to sell out owner's allocated portion to any purchaser, in the event, the land owner is bound to obtain consent from the developer regarding the rates of the particular unit.

The writings of this deed read over and explained to the parties and IN WITNESS WHEREOF the parties after understanding the meaning and purports of the writings of this deed voluntarily and out of their free will executed these presents on this 28th day of January, 2020 (English Calendar) in presence of their witnesses.

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Additional District
Sub-Registrar

28 JAN 2021

Pudukkottai (M.H.)

Note :- Signature with photo and fingers' print of the LAND OWNER and partners on behalf of the DEVELOPER are affixed on the specimen copy annexed with this Deed.

Witnesses

1. Shankar Dey
S/o Rammoy Dey
G. K. Acharya Lane
Dighuchi Bazar
Purulia
2. Rajib Chatterjee
Amoliha
Purulia.

Ran Moy Dey

2. Sonoli Sen.
Signature of the LAND OWNERS

1. FOR SHREE KRISHNA CONSTRUCTION
Bartan Bhabu Banerjee
2. Deb Dips De
Mauriti Nandan Lal
3. PARTNER / AUTHORISED SIGN
Signature of the PARTNERS OF DEVELOPER

Scribe - The Deed has been drafted as per instruction of the PARTIES and the writings of this deed read over and explained to the parties who having been fully understood the meaning and purport of this writings of this Deed, put their respective signature and Fingers impression by their own hand and fingers.

Malay Kumar Das.
(Malay Kumar Das)
Deed Writer, Purulia.
Licence No. 94.

Typed by

:

Jafar Sadique Ansari
(Jafar Sadique Ansari) of Baghra, Purulia.



2
Additional District
Sub-Registrar

28 JAN 2020

Purulia (W.B.)

SPECIMEN FORM FOR PHOTO AND FINGERS' PRINT

Signature with Photo of the Land Owner No. 1	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand 				
Fingers' Impression of my both hands: <i>Ran May Jay</i>					
Signature with Photo of the Land Owner No. 2	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand 				
Fingers' Impression of my both hands: <i>Sonali Sen.</i>					
Signature with Photo of the Partner No. 1 for Developer.	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
	Right Hand 				
Fingers' Impression of my both hands: <i>Partha Prabin Banerjee</i>					

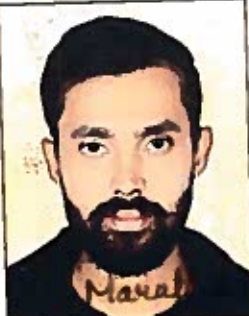


3

Additional Director,
Suburban Office

20 Jan 2020

For the Director

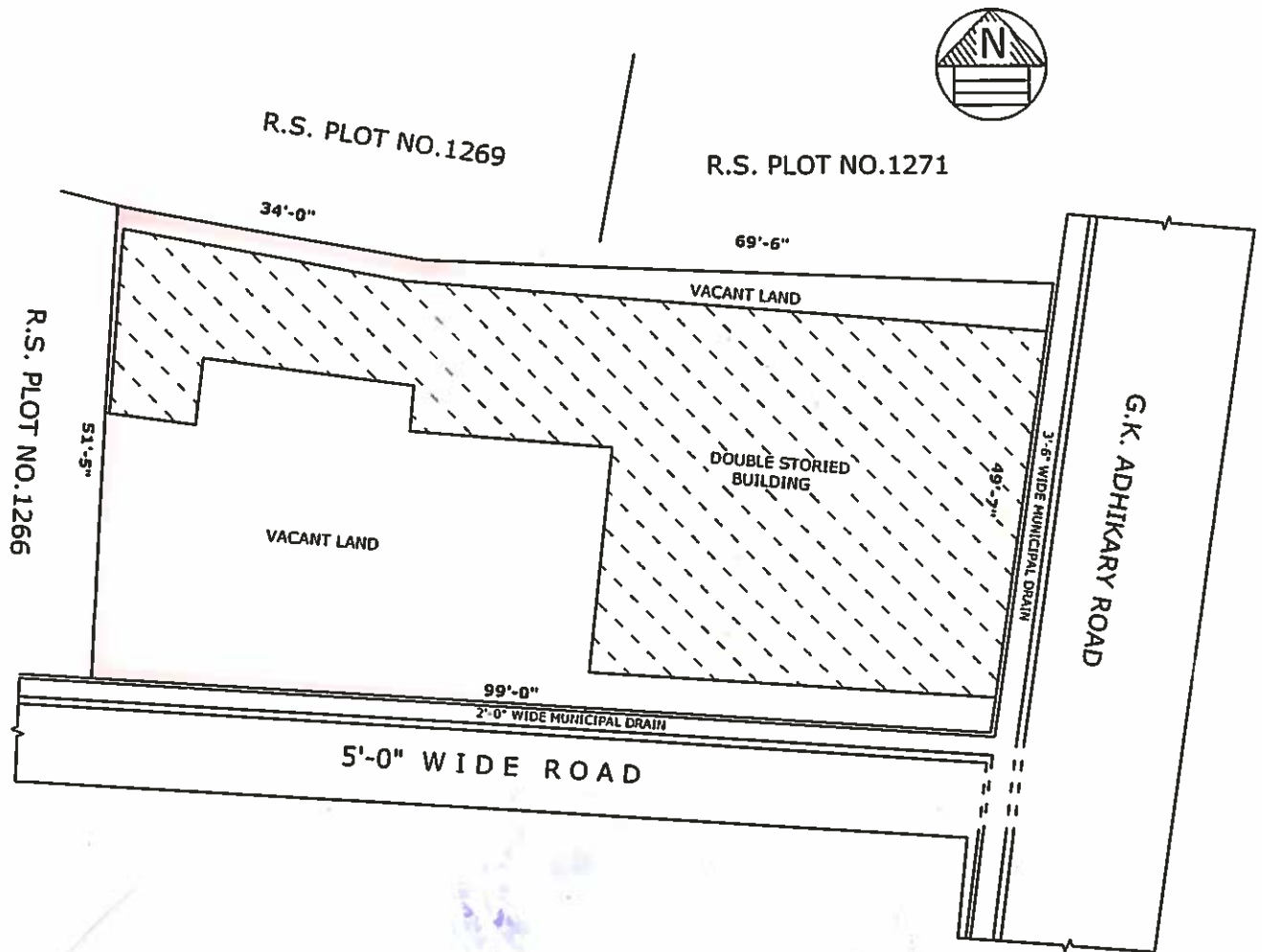
Signature with Photo of the Partner No. 2 for Developer.	  Left Hand   				
	Thumb	Index	Middle	Ring	Little
	  Right Hand   				
Fingers' Impression of my both hands: <u>Debdip De</u>					
Signature with Photo of the Partner No. 3 for Developer.	  Left Hand   				
	Thumb	Index	Middle	Ring	Little
	  Right Hand   				
Fingers' Impression of my both hands: <u>Maruti Nandan Lata</u>					



2
Additional District
Sub-Registrar

23 JAN 2020

Perungudi (W.D.)



SITE PLAN
SCALE : 20'-0"=1"

SITE PLAN SHOWING A DOUBLE STORIED BUILDING & VACANT LAND WITHIN MOUZA: **NADIHA** ; J. L. NO: 291/3, P. S. PURULIA(T), DIST: PURULIA, UNDER PURULIA MUNICIPALITY WARD NO. 8, HOLDING NO. **198**(Part), REF. R. S. KHATIAN NO: **635** ,R.S. PLOT NO:**1265**(Part), SITUATED AT G.K. ADHIKARY ROAD BYE LANE, DIGUDIPARA, NADIHA, PURULIA.

AREA : **07 KATHAS 00 CHH. 16 SFT** , TO BE SOLD SHOWN IN RED BORDER INCLUDING BUILDING AREA: G.F.=2680 SFT, F.F.=1855 SFT

DEVELOPER:- SHREE KRISHNA CONSTRUCTION

SIG. OF OWNER:-

Ran May Roy
Sonali Sen.

FOR SHREE KRISHNA CONSTRUCTION
Partner/Authorized Signatory
Debdeep De.
Mamun Nandan Carter
PARTNER / AUTHORIZED SIGNATORY

DRAWN BY :-

Alleshob
Nirmal chandra Mahato
C. No .202
(SURVEOR)



3
Additional District
Sub-Registrar

28 JAN 2020

Per [Signature] (M.L.)



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. PURULIA, District Name :Purulia

Signature / LTI Sheet of Query No/Year 14020000166506/2020

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Ram Moy Dey G.C. Adhikary Road, Digudih, Purulia, P.O:- Dulmi Nadiha, P.S:- Purulia Town, Purulia, District:- Purulia, West Bengal, India, PIN - 723102	Land Lord			<i>Mr Ram Moy Dey</i> 28.01.2020
2	Smt Sonali Sen Upper Nadiha, Purulia, P.O:- Purulia, P.S:- Purulia Town, Purulia, District:- Purulia, West Bengal, India, PIN - 723101	Land Lord			<i>Sonali Sen.</i> 28.1.2020
3	Mr Partha Pratim Banerjee Namopara, Main Road, Purulia, P.O:- Namopara, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723103	Represent ative of Developer [SHREE KRISHNA CONSTR UCTION]			<i>Partha Pratim Banerjee</i> 28.01.2020

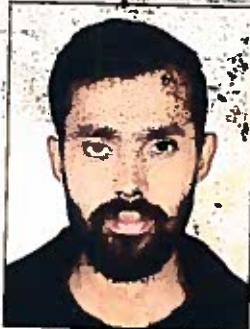


3
Additional District
Sub-Registrar
Sub-Registrar

28 JAN 2020

Purulia (W.B.)

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Debdip De P.N. Ghosh Street, Purulia, P.O:- Purulia, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723101	Represent ative of Developer [SHREE KRISHNA CONSTR UCTION]			<i>Debdip De</i> 28/1/2020
5	Mr Maruti Nandan Lata South Lake Road, Near Hotel Akash Ganga, Purulia, P.O:- Purulia, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723101	Represent ative of Developer [SHREE KRISHNA CONSTR UCTION]			<i>Maruti Nandan Lata</i> 28/1/2020
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Shankar Dey Son of Mr Ram Moy Dey Digudih Para, Purulia, P.O:- Dulmi Nadiha, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723102	Mr Ram Moy Dey, Smt Sonali Sen, Mr Partha Pratim Banerjee, Mr Debdip De, Mr Maruti Nandan Lata			<i>Shankar Dey</i> 28/1/2020

(Ruhul Amin)

ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
PURULIA
Purulia, West Bengal



Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Ram Moy Dey (Presentant) Son of Late Prahlad Chandra Dey G.C. Adhikary Road, Digudih, Purulia, P.O:- Dulmi Nadiha, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723102 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADJPD2677C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/01/2020 , Admitted by: Self, Date of Admission: 28/01/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/01/2020 , Admitted by: Self, Date of Admission: 28/01/2020 ,Place : Pvt. Residence
2	Smt Sonali Sen Wife of Mr Mahabir Sen Upper Nadiha, Purulia, P.O:- Purulia, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: DDGPS0952F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/01/2020 , Admitted by: Self, Date of Admission: 28/01/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/01/2020 , Admitted by: Self, Date of Admission: 28/01/2020 ,Place : Pvt. Residence

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SHREE KRISHNA CONSTRUCTION Station Para, Purulia, P.O:- Purulia, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723101 , PAN No.: ADXFS4381A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Partha Pratim Banerjee Son of Mr Biswanath Banerjee Namopara, Main Road, Purulia, P.O:- Namopara, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADXPB8937H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SHREE KRISHNA CONSTRUCTION (as Partner)
2	Mr Debdip De Son of Late Dilip Kumar Dey P.N. Ghosh Street, Purulia, P.O:- Purulia, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BKJPD5769H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SHREE KRISHNA CONSTRUCTION (as Partner)
3	Mr Maruti Nandan Lata Son of Mr Gopal Kumar Lata South Lake Road, Near Hotel Akash Ganga, Purulia, P.O:- Purulia, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJGPL3124K,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SHREE KRISHNA CONSTRUCTION (as Partner)



Identifier Details :

Name	Photo	Finger Print	Signature
Mr Shankar Dey Son of Mr Ram Moy Dey Digudih Para, Purulia, P.O:- Dulmi Nadiha, P.S:- Purulia Town, Purulia, District:- Purulia, West Bengal, India, PIN - 723102			
Identifier Of Mr Ram Moy Dey, Smt Sonali Sen, Mr Partha Pratim Banerjee, Mr Debdip De, Mr Maruti Nandan Lata			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Ram Moy Dey	SHREE KRISHNA CONSTRUCTION-6.15' Dec
2	Smt Sonali Sen	SHREE KRISHNA CONSTRUCTION-6.15 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Ram Moy Dey	SHREE KRISHNA CONSTRUCTION-2267.50000000 Sq Ft
2	Smt Sonali Sen	SHREE KRISHNA CONSTRUCTION-2267.50000000 Sq Ft



On 28-01-2020

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

Presented for registration at 20:50 hrs on 28-01-2020, at the Private residence by Mr Ram Moy Dey , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 91,13,250/-

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

Execution is admitted on 28/01/2020 by 1. Mr Ram Moy Dey, Son of Late Prahlad Chandra Dey, G.C. Adhikary Road, Digudih, Purulia, P.O: Dulmi Nadiha, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723102, by caste Hindu, by Profession Business, 2. Smt Sonali Sen, Wife of Mr Mahabir Sen, Upper Nadiha, Purulia, P.O: Purulia, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723101, by caste Hindu, by Profession House wife

Indetified by Mr Shankar Dey, , , Son of Mr Ram Moy Dey, Digudih Para, Purulia, P.O: Dulmi Nadiha, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723102, by caste Hindu, by profession Others

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

Execution is admitted on 28-01-2020 by Mr Partha Pratim Banerjee, Partner, SHREE KRISHNA CONSTRUCTION, Station Para, Purulia, P.O:- Purulia, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723101

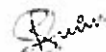
Indetified by Mr Shankar Dey, , , Son of Mr Ram Moy Dey, Digudih Para, Purulia, P.O: Dulmi Nadiha, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723102, by caste Hindu, by profession Others

Execution is admitted on 28-01-2020 by Mr Debdip De, Partner, SHREE KRISHNA CONSTRUCTION, Station Para, Purulia, P.O:- Purulia, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723101

Indetified by Mr Shankar Dey, , , Son of Mr Ram Moy Dey, Digudih Para, Purulia, P.O: Dulmi Nadiha, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723102, by caste Hindu, by profession Others

Execution is admitted on 28-01-2020 by Mr Maruti Nandan Lata, Partner, SHREE KRISHNA CONSTRUCTION, Station Para, Purulia, P.O:- Purulia, P.S:- Purulia Town, Purulia, District:-Purulia, West Bengal, India, PIN - 723101

Indetified by Mr Shankar Dey, , , Son of Mr Ram Moy Dey, Digudih Para, Purulia, P.O: Dulmi Nadiha, Thana: Purulia Town, , City/Town: PURULIA, Purulia, WEST BENGAL, India, PIN - 723102, by caste Hindu, by profession Others



Ruhul Amin

ADDITIONAL DISTRICT SUB-REGISTRAR

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

Purulia, West Bengal

On 03-02-2020

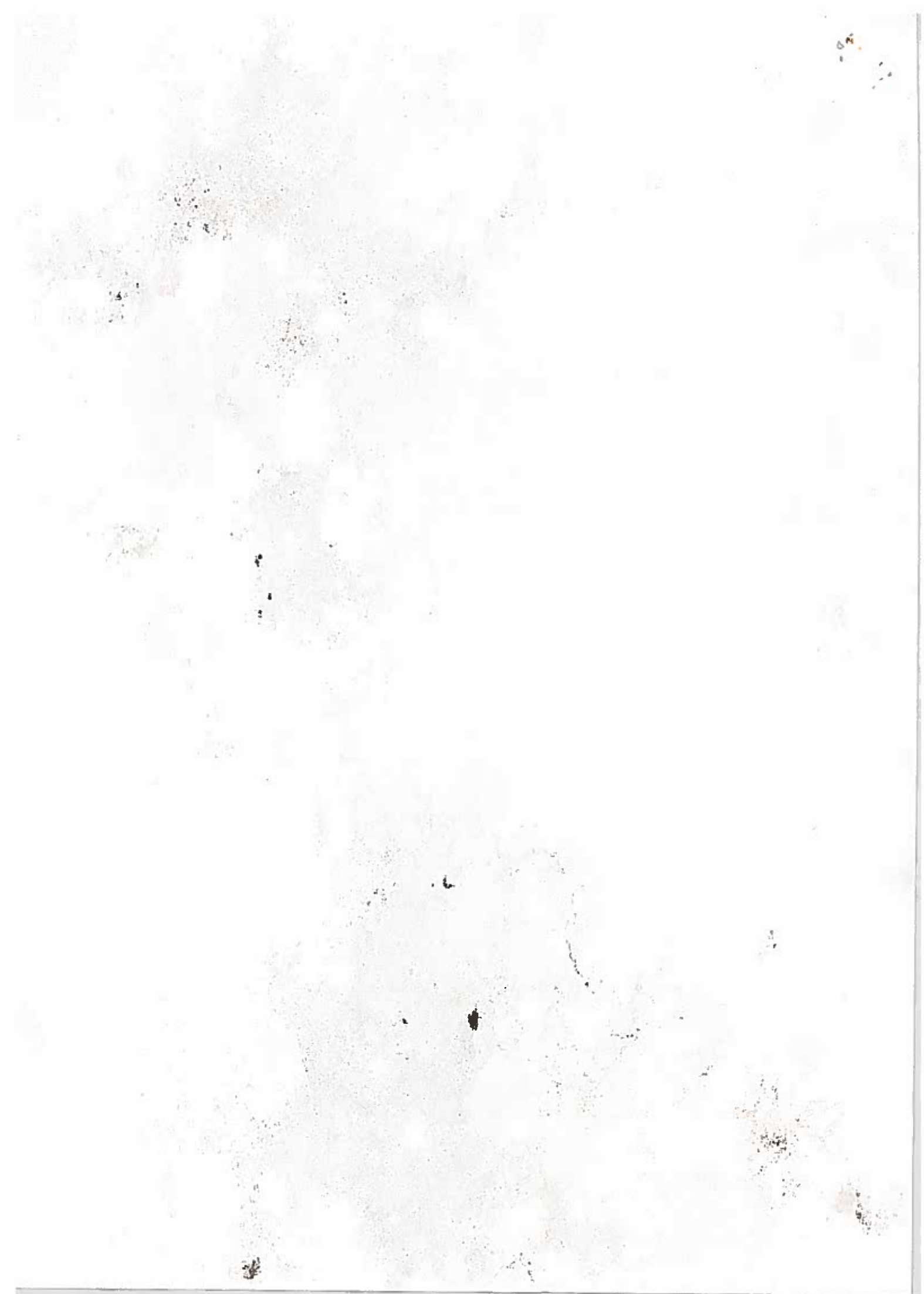
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/01/2020 6:44AM with Govt. Ref. No: 192019200167103911 on 28-01-2020, Amount Rs: 14/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 36917629 on 28-01-2020, Head of Account 0030-03-104-001-16



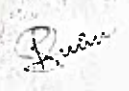
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,050/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,950/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 14420, Amount: Rs.100/-, Date of Purchase: 21/01/2020, Vendor name: Debdas Bhattacharya

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/01/2020 6:44AM with Govt. Ref. No: 192019200167103911 on 28-01-2020, Amount Rs: 9,950/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 36917629 on 28-01-2020, Head of Account 0030-02-103-003-02

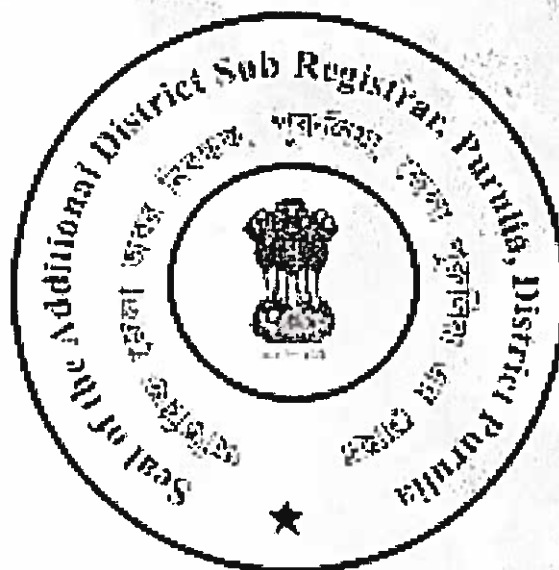

Ruhul Amin
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. PURULIA
Purulia, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1402-2020, Page from 16157 to 16196
being No 140200367 for the year 2020.



Digitally signed by RUHUL AMIN
Date: 2020.02.04 15:05:57 +05:30
Reason: Digital Signing of Deed.

Ruhul

(Ruhul Amin) 2020/02/04 03:05:57 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. PURULIA
West Bengal.

(This document is digitally signed.)