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अन्तिमवर्ग पश्चिम बंगाल WEST BENGAL

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

Addl. Dist. Sub-Registrar
BURDWAN

21 DEC 2021

Sandip Kumar Dey

Mousumi Dey

Sandip Kumar Dey

**AGREEMENT FOR DEVELOPMENT
AND
DEVELOPMENT POWER OF ATTORNEY**

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM
DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 21ST DAY OF
DECEMBER, TWO THOUSAND AND TWENTY ONE (2021)

BETWEEN

Sandip Kumar Deo
Mousumi Deo

Tarun Kumar Roy

1. **MR. SANDIP KUMAR DEY**, (Aadhar No. 303458683397), Son of Late Satyanarayan Dey, Indian by Nationality, Hindu by Religion, Business by Occupation, residing at B.C Road, Uttar Fatak Road, 3 No. Bhabani Thakur Lane, P.o Rajbati, P.S Burdwan, Dist Purba Bardhaman, Pin 713104; **PAN: AGOPD6489L**; and
2. **MRS. MOUSUMI DEY**, (Aadhar No. 504906183149), Wife of Mr. Sandip Kumar Dey, Indian by Nationality, Hindu by Religion, Business by Occupation, residing at B.C Road, Uttar Fatak Road, 3 No. Bhabani Thakur Lane, P.o Rajbati, P.S Burdwan, Dist Purba Bardhaman, Pin 713104; **PAN: AIHPD2535J**; hereinafter called and referred as the **OWNERS** (which express or shall unless excluded his/her/their respective heirs, Executor, administrators, legal representative and assigns) of the party of the **FIRST PART**.

and

MR. TARUN KUMAR ROY, (Aadhar No. 355079631247), Son of Late Nimai Chand Roy, by faith- Hindu, by Nationality Indian, by Profession - Business, resident of 298 G.T Road, Jora Mandir, Gitanjali Apartment, P.O.Burdwan, P.S. Burdwan Sadar, District - Purba Bardhaman, PIN - 713101, **PAN: ADRPR2790Q**; hereinafter called the **DEVELOPER** (which express or shall unless excluded his and each of his respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

- A. WHEREAS:** the **OWNERS** are the sole and absolute owners 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**").

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- B. **AND WHEREAS** in respect to the property situated within the First Schedule mentioned property being Land situated at Dist Purba Bardhaman, P.S Bardhaman and Registry office Burdwan of Mouza Bahirsarbamangala, J.L No. 42, appertaining to R.S Plot No. 1691/3097, under R.S Khatian No. 207, corresponding to L.R Plot No. 4495, under L.R Khatian No.14326 (Sandip Kumar Dey), classification as Bhati, measuring an area 0.038 acre L.R Khatian No. 14327 (Mousumi Dey), classification as Bhati, measuring an area 0.037 Acre, Total measuring an area 0.075 acre or 7.5 decimals (more or less) within Ward No. 03, Mahalla B.S. Road, Holding No.. 240/1 within limit Burdwan Municipality, P.S. Bardhaman & Dist. Purba Bardhaman presently belongs to the Party of the FIRST PART.
- C. **AND WHEREAS** the parties of the FIRST PART herein are the absolute owners and possessors of ALL THAT the piece and parcel of land situated at Mouza Bahirsarbamangala, J.L No. 42, appertaining to R.S Plot No. 1691/3097, under R.S Khatian No. 207, corresponding to L.R Plot No.4495, under L.R Khatian No.14326 (Sandip Kumar Dey), classification as Bhati, measuring an area 0.038 acre, L.R Khatian No.14327 (Mousumi Dey), classification as Bhati, measuring an area 0.037 acre, Total measuring an area 0.075 acre or 7.5 decimals, more or less, within Ward No. 03, Mahalla B.S. Road, Holding No.. 240/1, under Burdwan Municipality, P.S. Burdwan & District- Purba Bardhaman, which is morefully described in the schedule herein below reffered to as the demised development property.
- D. **AND WHEREAS** the schedule mentioned property situated at Mouza- Bahirsarbamangala, J.L No. 42 was originally belonged to one Abu Sattar Mallick and others, they were the actual owners and possessors of the schedule mentioned property continuously for more than 12 years adversely

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by way of adverse possession and their names were recorded in conern record of rights situated in Mouza Bahirsarbamangala, J.L No. 42, P.S. Burdwan Sadar & District Burdwan presently known Purba Bardhaman and the then they were exercised their respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

E. **AND WHEREAS** due to disturbances and disputes regarding the above mentioned property in between Abu Sattar Mallick and others, and to solve the disputes they divided/ partition the above mentioned property of Plot Nos. 1691 and 1691/3097, situated at Mouza Bahirsarbamangala, J.L No. 42, among themselves by virtue of registered Partition Deed vide Deed No. 6355 for the year 1985 incorporated in Book No. I, Volume No. 112, Page Nos. 35 to 45, which was registered in the office of the Dist. Sub. Registrar, Burdwan along with Sketch Map.

F. **AND WHEREAS** as per the abovementioned registered Partition deed, said Abu Sattar Mallick became the sole owner and possessor of the first schedule mentioned property of Mouza Bahirsarbamangala, J.L No. 42, measuring an area 15 cents out of 30 cents defined an demarcated by way of above mention Partition Deed out of which 3750.61 Sq. Ft. i.e., 5 Katha 3.5 Chataks i.e., 8.75 Decimals in Plot No. 1691/3097 and 6999.12 Sq. Ft. i.e., 9 Katha 11.5 Chataks i.e., 16 Decimals in Plot No. 1691 bearing total 24.75 Decimals and thereafter he had exercise his respective rights of ownership openly on the defined and demarcated portion of land as per the abovementioned regd. Partition Deed and the then he was exercised his respective rights of absolute ownership in respect there of by owning and possessing the same. And while possessing the

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same his name was recorded in the concerned Record of rights and the then he had exercised his respective rights of absolute ownership in respect there of by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

- G. **AND WHEREAS** said Abu Sattar Mallick, while he owning and possessing the said schedule mentioned property and discharging his liabilities to the knowledge of total exclusion of all others ultimately died intestate leaving behind his widow wife, sons and daughters namely Rajiya Bibi, Kulsuma Bibi, Nasiruddin Mallick, Belton Khatun, Rubi Khatun, Bulbuli Khatun, as his only legal heirs and representatives, by way of inheritance or by of Muslim law of inheritance as per Muslim Faraz of Mohammedan Law and they jointly become sole owners and possessors of the property left by Abu Sattar Mallick and thereafter and their names were recorded in Concerned record of rights in Mouza Bahirsarbamangala, J.L No. 42, P.S. Burdwan Sadar & District Burdwan presently known Purba Bardhaman and the then they had exercised their respective rights of absolute ownership in respect there of by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.
- H. **AND WHEREAS** said legal heirs of Abu Sattar Mallick namely Rajiya Bibi, Kulsuma Bibi and Nasiruddin Mallick while they jointly owning and possessing the schedule mentioned property of Mouza Bahirsarbamangala, J.L No. 42, appertaining to R.S Khatian No. 207, R.S Plot No. 1691, and 1691/3097, measuring an area 1874 Sqft. and discharging their liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately they jointly transferred the above mentioned property of Mouza Bahirsarbamangala, J.L No. 42, appertaining to R.S Khatian

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No. 207, R.S Plot No. 1691, and 1691/3097, measuring an area 1874 Sqft. along with sketch map in favour of Sandip Kumar Dey son of Late Satyanarayan Dey and Smt. Mousumi Dey wife of Sandip Kumar Dey by virtue of registered deed of Sale vide deed No. 120, dated 08/01/2008, registered in Book No. I, Volume No. 05, Pages from 102 to 107 being deed no. 120 for the year 2008 which was registered in the office of the ADSR, Burdwan and thereafter they jointly had exercised their right of absolute ownership and continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

- I. **AND WHEREAS** their names were recorded in the concerned L.R record of rights vide L.R Khatian No. 14326 (Sandip Kumar Dey) and 14327 (Mousumi Dey) and upto date Govt. rent and other taxes were paid in their names over the schedule mentioned property.
- J. **AND WHEREAS** said legal heirs of Abu Sattar Mallick namely Belaton Khatun, Rubi Khatun and Bulbuli Khatun while they jointly owning and possessing the schedule mentioned property of Mouza Bahirsarbamangala, J.L No. 42, appertaining to R.S Khatian No. 207, R.S Plot No. 1691, and 1691/3097, measuring an area 1457 Sqft. and discharging their liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately they jointly transferred the above mentioned property of Mouza Bahirsarbamangala, J.L No. 42, appertaining to R.S Khatian No. 207, R.S Plot No. 1691, and 1691/3097, measuring an area 1457 Sqft. along with sketch map in favour of Sandip Kumar Dey son of Late Satyanarayan Dey and Smt. Mousumi Dey wife of Sandip Kumar Dey by virtue

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of registered deed of Sale vide deed No. 3101, dated 14/08/2007, registered in Book no. 1, Volume No. 126, Pages from 106 to 112 being deed no. 3101 for the year 2007 which was registered in the office of the ADSR, Burdwan and thereafter they jointly had exercised their right of absolute ownership and continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

- K. **AND WHEREAS** their names were recorded in the concerned L.R record of rights vide L.R Khatian No. 14326 (Sandip Kumar Dey) and 14327 (Mousumi Dey) and upto date Govt. rent and other taxes were paid in their names over the schedule mentioned property.
- L. **AND WHEREAS** said Sandip Kumar Dey, son of Late Satyanarayan Dey, and Smt. Mousumi Dey, wife of Sandip Kumar Dey i.e VENDOR herein or PARTY TO THE FIRST PART, become the sole owners and possessors of the schedule mentioned property of Mouza Bahirsarbamangala, J.L No. 42, appertaining to L.R Plot No. 4495, under L.R Khatian No. 14326 (Sandip Kumar Dey), classification as Bhati, measuring an area 0.038 acres and L.R Khatian No. 14327 (Mousumi Dey). classification as Bhati, measuring an area 0.037 acre, in total measuring an area 0.075 acres in 16 Annas share as per L.R record of rights. And thereafter they jointly had exercised their right of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf. And their names were recorded in the concerned L.R record of rights and upto date Govt. rent and Municipal taxes or any other taxes had been paid in their names over the schedule mentioned property.

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- M. **AND WHEREAS** the owners, i.e the party to the First Part are now in absolute Khas Possession of the land in the schedule mentioned property hereunder by exercising their right, title, interest by paying land Revenue to the State of West Bengal and mutated their names in the present L.R. Record of rights before the Ld. B.L& L.R.O. Burdwan- I at Purba Bardhaman and also in the assessment records of Burdwan Municipality and paid up to date Municipal Taxes to the Burdwan Municipality.
- N. **AND WHEREAS** that there is a large portion of land being 7.5 Decimals of Land along with structure thereon being the First Schedule mentioned property which is unmaintained and thereby the **OWNER** has taken decision to construct multi-storyed residential cum commercial building inclusive of Flats/Residential Units, Commercial 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 **OWNER** due to his 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 **OWNER** has taken decision to demolish the existing structure and to construct the multi-storyed residential cum commercial building along with residential cum commercial building inclusive of Flats/Residential Units, Commercial Units and Car Parking Spaces and to develop the premises.
- O. **AND WHEREAS** that the **OWNER** neither has the capacity nor has the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with multi-storyed residential cum commercial building cum housing complex inclusive of Flats/Residential

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Units, Commercial Units and Car Parking Spaces.

- P. **AND WHEREAS** that the **DEVELOPER** is himself is a highly reputed Promoter of Real Estate and Developer 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 **OWNER** 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 cum commercial building along with residential housing cum commercial complex inclusive of Flats/Residential Units, Commercial Units and Car Parking Spaces.

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

- 1.1 **PREMISES:** shall mean the premises with land as stated in the First Schedule of this agreement.
- 1.2 **BUILDING/S:** shall mean the proposed multi-storied building/buildings along with multi-storied residential cum commercial building cum housing inclusive of Flats/Residential Units, Commercial 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, Commercial 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

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additional floors over the said Top Floor in the proposed Multi-Storied Building comprised with Flats/Residential Units, Commercial Units and Car 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 **Second Schedule** of this Indenture.

1.3 OWNERS: shall mean

- a) **MR. SANDIP KUMAR DEY**, (Aadhar No. 303458683397), Son of Late Satyanarayan Dey, Indian by Nationality, Hindu by Religion, Business by Occupation, residing at B.C Road, Uttar Fatak Road, 3 No. Bhabani Thakur Lane, P.o Rajbati, P.S Burdwan, Dist Purba Bardhaman, Pin 713104; **PAN: AGOPD6489L**; and
- b) **MRS. MOUSUMI DEY**, (Aadhar No. 504906183149), Wife of Mr. Sandip Kumar Dey, Indian by Nationality, Hindu by Religion, Business by Occupation, residing at B.C Road, Uttar Fatak Road, 3 No. Bhabani Thakur Lane, P.o Rajbati, P.S Burdwan, Dist Purba Bardhaman, Pin 713104; **PAN: AIHPD2535J**; shall include their respective heirs, Executor, administrators, representatives, transferees, assignees and nominees.

- 1.4 DEVELOPER:** shall mean **MR. TARUN KUMAR ROY**, (Aadhar No. 355079631247), Son of Late Nimai Chand Roy, by faith- Hindu, by Nationality Indian, by Profession - Business, resident of 298 G.T Road, Jora Mandir, Gitanjali Apartment, P.O.Burdwan, P.S. Burdwan Sadar, District - Purba Bardhaman, PIN - 713101, **PAN: ADRPR2790Q** and shall include his respective legal heirs, successors, managers, executors, administrators, representatives, transferees, assignees and nominees.

- 1.5 COMMON FACILITIES:** shall include corridors, hall ways, drive ways, lifts,

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stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator space/room, community room, meter room, transformer, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the **Third 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 43% in the total constructed portion in relation to the construction according to the sanctioned plan of the Burdwan Municipality i.e., allocation of the OWNERS in the said proposed to be developed building, it is held to be 43% of the proposed residential cum commercial building/buildings in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Residential cum Commercial Building(s) comprised with Flats/Residential Units, Commercial Units and Car Parking Spaces and to utilize the land for the process of construction of the Multi-Storied Residential cum Commercial Building(s) comprised with Flats/Residential Units, Commercial Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is 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**. Here it must be mentioned that OWNERS will not retain and will not enjoy their entire entitlement of the aforesaid allotted share of 43% in the Total

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Constructed Portion of the proposed Multi-Storied Residential cum Commercial Building(s) comprised with Flats/Residential Units, Commercial Units and Car Parking Spaces but since the Owners will take the 7% extra allocation in the Ground Floor i.e., 50% total allocation in the Ground Floor and the Owners will take the 57% extra allocation in the 1st (First) Floor i.e., 100% total allocation in the 1st (First) Floor, the OWNERS hereby agrees to make adjustment of the said excess allocation of their commercial section from their allocation of the residential section in favour of the Developer whereas the adjustment will be made at the price fixed by the developer .from the Residential Section calculated on the basis of calculated on the basis of Carpet Area and additional adjustment to be made by the owners in favour of the Developer in respect of the Covered Area and Super Built Up Area but be it noted here that the Developer may sell the said Residential Section containing the Flats in favour of different purchasers at higher value as per his convenience and as soon as the adjustments of the said allocation is completed as per the sanctioned build plan by the Burdwan Municipality the distribution of physical allocation will take place and the OWNERS will receive their remaining allocation by virtue of a deed of allocation distribution and may register the same for their own convenience or may also take the possession certificate from the Developer and afterwards the OWNERS may directly sale the said Unit/Flat/Parking Space and may directly do any documentation or will execute any document and agreement for Sale either by themselves or through their Power of Attorney Holder being the Developer on their behalf.

1.7 DEVELOPER'S ALLOCATION:

1.7.1 Shall mean the absolute right of the DEVELOPER in regard to

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compulsory 57% 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 57% of the proposed residential cum commercial building/buildings in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Building comprised with Flats/Residential Units, Commercial Units and Car Parking Spaces and to utilize the land for the process of construction of the Multi-Storied Residential cum Commercial Building(s) comprised with Flats/Residential Units, Commercial Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is 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 and since the DEVELOPER is in agreement with the OWNERS to give excess allocation in certain floors, the DEVELOPER will also have the all right, title and interest in regard to the Authority and Power given by the OWNERS in favour of the DEVELOPER to transfer, convey and sale the portion defined in the OWNERS' ALLOCATION i.e., the DEVELOPER will have exclusive right to enjoy the entire proposed Multi-Storied Residential cum Commercial Building(s) comprised with Flats/Residential Units, Commercial Units and Car Parking Spaces and will have all right, title and interest by virtue of this Agreement to hold

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and also to Sell the adjustable allocation of it's and of the OWNERS comprising of the Flats and Parking Spaces in the said proposed Multi-Storied Residential cum Commercial Building(s) comprised with Flats/Residential Units, Commercial Units and Car Parking Spaces.

- 1.7.2 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 alone; 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 at the cost of OWNERS and DEVELOPER jointly and equally, 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 and OWNERS shall have and shall obtain allocation or allocated right or title or interest in respect of such construction in respect of Share Ratio as described in Clause 1.6 which means that the OWNER will get and obtain 43% Share Ratio as their allocation and DEVELOPER will get and obtain 57% share ratio as it's exclusive allocation from that particular floor or/and new construction and the Developer will have the full power and privilege by the force and virtue of the Power of Attorney given hereunder by the OWNER to sale out the said entire portion in favour of the prospective purchasers and will receive and keep the consideration money against the sold share and the OWNER will never sale the said Unit/Flat/Parking Space or will not do any documentation or will not execute any document and agreement for Sale and all such

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- 2.19. The DEVELOPER will be neither be eligible nor be entitled nor be authorised to give and/or to make and/or to use and/or to keep the First Schedule Property and the land and it's title deeds in any kind of mortgage and/or pledge and/or hypothecate and/or charge and/or concur in pledging and/or hypothecating and/or charging with, to or in favour of any 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 no right or authority or 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 will not be entitled and eligible to receive any loan amount by executing as well as by registering mortgage 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.

ARTICLE III - COMENCEMENT:

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

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 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,

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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.

- 4.2 The OWNER have approved/will approve and signed/will sign the said ARCHITECT'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality by the DEVELOPER in the name of the owner, and/or the same is/will be awaiting SANCTION/APPROVAL from the Burdwan Municipality, after obtaining clearances from all other statutory bodies.
- 4.3 In the event, the Burdwan Municipality or any statutory authority requires any modification of the plan/plans submitted by the owner, the DEVELOPER

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shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect and the DEVELOPER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER shall bear all costs thereof for sanctioning the drawings/plans by the Burdwan Municipality and/or the other statutory authorities.

- 4.4 The OWNER hereby executed a Power of Attorney through this Deed only in 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

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belong solely to the DEVELOPER and the OWNER by any and all means will be barred from the right to claim to the same.

- 4.7 That if at the time of the execution of the deed the record of name of the property remains in the name of any other person except that of the OWNER then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to mutate the names in their names without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.8 That if at the time of the execution of the deed the record of nature and character of the property remains in any nature other than as it recorded in the L.R.R.O.R then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to convert the nature and character of the property without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.9 That if any sort of amalgamation or enamel is needed in regard to the First Schedule mentioned properties, then in that event within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to amalgamate or enamel the property without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.10 That if there is anomaly in connection to the Status of the present OWNER as the "Raiyat" in the LRROR is present in regard to the First Schedule mentioned properties and if his name is recorded as the Holder of Life Estate i.e., "Jibon Sotto" in the LRROR instead of full freehold right, title and interest as the Raiyat, then in that event within 15 days from the execution and registration of the deed, the OWNER will be duty bound to take all initiatives to rectify the LRROR in respect of the Property from the Office of the BLLRO, Burdwan-I by incorporating his names in the Records of Rights in the LR

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Record with full freehold right, title and interest as the Raiyat in respect of the property without any further delay out of their own cost and expenses and in this respect the DEVELOPER will simply cooperate but will not help and aid financially.

ARTICLE V - TITLE DEEDS:

- 5.1 Immediately after the execution of this agreement the OWNER shall hand over 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 deeds. The OWNER shall strictly unconditionally keep the original Title Deeds deposited with the DEVELOPER or with the Advocate of the DEVELOPER to make such inspection convenient.
- 5.3 Subject to the provisions contained herein, the OWNER 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.
- 5.4 The deed of conveyance or deeds of conveyance shall be executed by the OWNER and/or the DEVELOPER as the case may be in such part or parts as the DEVELOPER shall require. The cost and expenses involved for construction shall be borne and paid by the DEVELOPER alone.

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

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holder namely **MR. TARUN KUMAR ROY**, (Aadhar No. 355079631247), Son of Late Nimai Chand Roy, by faith- Hindu, by Nationality Indian, by Profession - Business, resident of 298 G.T Road, Jora Mandir, Gitanjali Apartment, P.O.Burdwan, P.S. Burdwan Sadar, District - Purba Bardhaman, PIN - 713101, **PAN: ADRPR2790Q** 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-storeyed building by 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, 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

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meaning of Transfer of Property Act. The DEVELOPER shall be entitled to use the said property for any other purposes other than the purpose of construction of the building in accordance with the sanctioned plan, if such usage of the said property is collaterally or parallelly connected with the said construction work.

- 6.3 The 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 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. 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

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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

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 **Second 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 super built up space in the said building including common parts and areas.
- 7.5 The OWNER shall not be entitled to sell, transfer and/or otherwise deal with the Owners' allocation or space alone and or individually i.e., the sale must be made with the DEVELOPER and OWNER shall not be entitled to

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sell, transfer and/or otherwise deal with the Owners' Allocation or space without the DEVELOPER unless and until there is a separate deed of distribution of allocation is executed and registered 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. Here it must be mentioned that the allocation of the OWNER will be 43% in the total constructed portion in relation to the construction according to the sanctioned plan of the Burdwan Municipality i.e., allocation of the OWNERS in the said proposed to be developed building, it is held to be 43% of the proposed residential cum commercial building/buildings in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Residential cum Commercial Building(s) comprised with Flats/Residential Units, Commercial Units and Car Parking Spaces and to utilize the land for the process of construction of the Multi-Storied Residential cum Commercial Building(s) comprised with Flats/Residential Units, Commercial Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is 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**. Here it must be mentioned that OWNERS will not retain and will not enjoy their entire entitlement of the aforesaid allotted share of 43% in the

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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 and the Developer 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.

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 Executant/Executor 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



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Sandeep Kumar Dey

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNERS, MR. SANDIP KUMAR DEY, (Aadhar No. 303458683397), Son of Late Satyanarayan Dey, Indian by Nationality, Hindu by Religion, Business by Occupation, residing at B.C Road, Uttar Fatak Road, 3 No. Bhabani Thakur Lane, P.o Rajbati, P.S Burdwan, Dist Purba Bardhaman, Pin 713104; PAN: AGOPD6489L; and MRS. MOUSUMI DEY, (Aadhar No. 504906183149), Wife of Mr. Sandip Kumar Dey, Indian by Nationality, Hindu by Religion, Business by Occupation, residing at B.C Road, Uttar Fatak Road, 3 No. Bhabani Thakur Lane, P.o Rajbati, P.S Burdwan, Dist Purba Bardhaman, Pin 713104; PAN: AIHPD2535J; SEND GREETINGS:-

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

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

AND WHEREAS in connection to such proposal, Executant/Executor of this Power of Attorney being the Owner hereby execute this Development Agreement being this Indenture in favour of the Developer only for Development and Construction of the said project over the **First Schedule** mentioned land and in the said Agreement the Executant/Executor of this Power of Attorney being the Owner

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have already confirmed that for purpose of the said Agreement, one Registered Power of Attorney will be executed in favour of the Developer, i.e., the Holder of this Power of Attorney and for the same purpose Executant/Executor of this Power of Attorney being the Owner are hereby executing this Power of Attorney.

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

AND WHEREAS due to the physical ailments and other businesses Executant/Executor of this Power of Attorney being the Owner frequently reside out of the town which clearly disable Executant/Executor of this Power of Attorney being the Owner from appending their signature to various deeds, documents, consents and other instruments therefore Executant/Executor of this Power of Attorney being the Owner appoint the DEVELOPER namely **MR. TARUN KUMAR ROY**, (Aadhar No. 355079631247), Son of Late Nimai Chand Roy, by faith- Hindu, by Nationality Indian, by Profession - Business, resident of 298 G.T Road, Jora Mandir, Gitanjali Apartment, P.O.Burdwan, P.S. Burdwan Sadar, District - Purba Bardhaman, PIN - 713101, PAN: **ADRPR2790Q** as the attorney or agent of the Executant / Executor of this Power of Attorney being the Owner with full power to construct proposed new building/apartments by developing the same in the **First Schedule** mentioned land and thereafter stated on the behalf of the Executant/Executor of this Power of Attorney being the Owner and in the names of the Executant/Executor of this Power of Attorney being the Owner and which the said attorney have agreed to do and the same hereby been executed in regard to the terms to which Executant/Executor of this Power of Attorney being the Owner agreed upon as per the Agreement for Development.

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Mousumi Dey
Tarun Kumar Roy

NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTANT / EXECUTOR OF THIS POWER OF ATTORNEY BEING THE OWNERS NAMELY MR. SANDIP KUMAR DEY, (Aadhar No. 303458683397), Son of Late Satyanarayan Dey, Indian by Nationality, Hindu by Religion, Business by Occupation, residing at B.C Road, Uttar Fatak Road, 3 No. Bhabani Thakur Lane, P.o Rajbati, P.S Burdwan, Dist Purba Bardhaman, Pin 713104; PAN: AGOPD6489L; and MRS. MOUSUMI DEY, (Aadhar No. 504906183149), Wife of Mr. Sandip Kumar Dey, Indian by Nationality, Hindu by Religion, Business by Occupation, residing at B.C Road, Uttar Fatak Road, 3 No. Bhabani Thakur Lane, P.o Rajbati, P.S Burdwan, Dist Purba Bardhaman, Pin 713104; PAN: AIHPD2535J do hereby unconditionally and unequivocally nominate, constitute and appoint MR. TARUN KUMAR ROY, (Aadhar No. 355079631247), Son of Late Nimai Chand Roy, by faith- Hindu, by Nationality Indian, by Profession - Business, resident of 298 G.T Road, Jora Mandir, Gitanjali Apartment, P.O.Burdwan, P.S. Burdwan Sadar, District - Purba Bardhaman, PIN - 713101, PAN: ADRPR2790Q; 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 Executant/Executor of this Power of Attorney being the OWNERS as mentioned in below.
2. To sign all letters (including the written consent of the Executant/Executor of this Power of Attorney being the OWNERS to the developer or prospective buyers or agreements with such prospective buyers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executant/Executor of this Power of Attorney being the OWNERS , assurances or any other instruments

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requiring the signature of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNERS and to sign on giving acknowledgements receipt on behalf of the Executant/Executor 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 Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNERS, assurances or any other instrument requiring the signature of the Executant/Executor 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 Executant/Executor 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 Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNERS, assurances or any other instrument requiring the signature of the

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Executant/Executor 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 Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNERS for the purpose of conducting the litigations, if any, as the said attorney of the Executant/Executor of this Power of Attorney being the OWNERS shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent as the case may be.
7. To sign verify and affirm by affidavit, if the occasion so arises, of all plaints written statements, petitions, Memorandum of Appeal, Stay Applications and all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defence of such litigation of the said immovable property specifically mentioned in the **First Schedule** hereinafter.
8. For the aforesaid purpose or any of them to do everything which is generally required to be done in connection with the signing or execution of any of the abovementioned documents usually to be done by the Executant/Executor 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 Executant/Executor of this

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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 of 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 Executant/Executor of this Power of~~ Attorney being the OWNERS shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executant/Executor of this Power of Attorney being the OWNERS further agree and undertake that all the signatures executed by them on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNERS shall be construed as being signed and/or executed by the Executant/Executor 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 Executant/Executor 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.

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12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.
13. To prepare building plan, design work and to put signature on behalf of the Executant/Executor of this Power of Attorney being the OWNERS as the lawful attorney of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNERS and on behalf of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNERS as the lawful attorney of the Executant/Executor of this Power of Attorney being the OWNERS.
14. To appear for and on behalf of the Executant/Executor 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

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obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.

15. To sign, execute and verify and file all complaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the Executant/Executor of this Power of Attorney being the OWNERS. And the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNERS shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.
16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.
17. To appoint an architect and to get the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities concerned in respect of the proposed building.
18. To make necessary applications and 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

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be necessary for getting the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities.

19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multi-storeyed residential cum commercial building inclusive of Flats/Residential Units, Commercial 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.
20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
22. To pay any deposit and pay moneys required to be deposited with the Burdwan Municipality and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
23. To pay all the taxes to the concern authority relating to the said property until the completion of the buildings.
24. To file or defend any suit on behalf of the Executant/Executor of this Power of Attorney being the OWNERS regarding the **First Schedule** mentioned property and sign, verify complaints, written statements, petitions,

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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 Executant/Executor of this Power of Attorney being the OWNERS.

25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
26. To compromise, compound or withdraw cases or to confess judgment and to refer case to Arbitration.
27. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
28. To accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
29. To apply for the inspection of and to inspect any Judicial Records any records of any office or offices.
30. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, sale deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executant/Executor of this Power of Attorney being the OWNERS are or may be party or any way interested.

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31. 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.
32. To negotiate for sale of the and Flat(s)/Residential Unit(s) and Parking Space(s) in the multi-storeyed residential cum commercial building inclusive of Flats/Residential Units, Commercial Units and Car Parking Spaces on **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount on behalf of the OWNERS in respect of the Owners' Allocation as well as of the Developer's Allocation and to keep and retain the said amount to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNERS .
33. To execute, sign and enter into an agreement for sale on behalf of the Executant/Executor of this Power of Attorney being the OWNERS in respect of the Owners' Allocation as well as of the Developer's Allocation and execute the agreement for sale by receiving the advance amount in respect of the Owners' Allocation as well as of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Owners' Allocation as well as of the Developer's Allocation and to receive the consideration amount on behalf of the OWNERS in respect of the Owners' Allocation as well as of the Developer's Allocation and to keep and retain the said amount to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNERS.
34. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the entire project or any flat or shop or

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commercial space or parking space including the Owners' Allocation as well as of the Developer's Allocation and to receive consideration from them in respect of the Owners' Allocation as well as of the Developer's Allocation 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 Owners/Executant/Executor in respect of the Owners' Allocation as well as of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNERS and to keep and retain the said amount to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNERS.

35. To receive the entire amount of the consideration amount directly from the Purchaser(s) and/or from any Financial Institution and/or Bank and/or Investor (individual or Juristic Entity) for selling of the flats and parking spaces from the all purchasers and to receive the consideration amount on behalf of the OWNERS in respect of their allocation and to keep and retain the said amount to reimburse and to make adjustment by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the **DEVELOPER** Company incurred and made as per the terms and conditions of this Agreement.

36. 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 i.e., the OWNERS, in respect of the OWNERS' ALLOCATION and also DEVELOPER'S ALLOCATION in any Registration Office by

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representing the OWNERS and by signing on their behalf and by admitting any document and deed on their behalf and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owners/Executant/Executor and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNERS and to keep and retain the said amount to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNERS.

37. To deliver the possession in favour of the buyer on behalf of the Executant/Executor of this Power of Attorney being the OWNERS.
38. To execute, sign and enter into Lease Agreement or Agreement for Lease or Sign Letter of Intent or Sign and Execute any type of Memorandum of Understanding or Agreement or any type of Tenancy Agreement or Rent Agreement on behalf of the Executant/Executor of this Power of Attorney being the OWNERS in respect of the Developer's Allocation in Residential Portion and execute the Lease Agreement or Agreement for Lease or Sign Letter of Intent or Sign and Execute any type of Memorandum of Understanding or Agreement or any type of Tenancy Agreement or Rent Agreement by receiving the Security Deposit amount and also the monthly or quarterly or half yearly or yearly rent and also by receiving the Minimum Guaranteed Rent along with Revenue Share perpetually in respect of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Developer's Allocation and to receive the

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[Signature]

Security Deposit amount and also the monthly or quarterly or half yearly or yearly rent and also by receiving the Minimum Guaranteed Rent permanently and continuously in respect of the Developer's Allocation and to keep and retain the said amounts to reimburse and to make adjustment in respect of their expenses and to adjust and reimburse the cost of construction.

39. Generally to Act as the Attorney or Agent of the Executant/Executor of this Power of Attorney being the OWNERS in relation to the matter aforesaid and all other matters in which the Executant/Executor of this Power of Attorney being the OWNERS may be interested or concerned and on behalf of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNERS and/or themselves to do if personally present.

ARTICLE XIII - ARBITRATION:

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

ARTICLE XIV - JURISDICTION:

- 14.1 Burdwan Court alone shall have jurisdiction to entertain and try all actions,

Sandip Kumar Dey
Mousumi Dey
Sanku Dey

suits and proceedings arising out of these presents between the parties.

The Stamp Duty over the value assessed by A.D.S.R., Burdwan has been paid duly by the Party to the SECOND PART.

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

THE FIRST SCHEDULE ABOVE REFEREED TO

(Property Details)

ALL THAT THE PIECES AND PARCEL OF LAND situated at Dist Purba Bardhaman, P.S and Registry office Burdwan of Mouza Bahirsarbamangala, J.L. No. 42, appertaining to R.S Plot No. 1691/3097, under R.S Khatian No. 207, corresponding to L.R Plot No.4495, under L.R Khatian No.14326 (Sandip Kumar Dey), classification as Bhiti, measuring an area 0.038 acre L.R Khatian No.14327 (Mousumi Dey), classification as Bhiti, measuring an area 0.037 acre, Total measuring an area 0.075 acre or 7.5 decimals, more or less, within Ward No. 03, Holding No. 240/1, Mahalla: B.S. Road within limit Burdwan Municipality, P.S. Bardhaman & Dist. Purba Bardhaman, by Class: Bastu, total measuring an area of 7.50 Decimals (A Little More or Less) i.e., 0.075 Acres (A Little More or Less) out of which the property given for Development as per this agreement is measuring 7.50 Decimals (A Little More or Less) i.e., 0.075 Acres (A Little More or Less) and the property is being butted and bounded in the following manner:

ON THE NORTH BY: Property of Golap Mallick;

ON THE SOUTH BY: Municipal Road;

ON THE EAST BY: Property of Abzal Hossain Mallick;

ON THE WEST BY: Property of Azfar Hossain;

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

7.50 Decimals (A Little More or Less) i.e., 0.075 Acres (A Little More or Less).

Sandip Kumar Dey
Mousumi Dey
Burdwan

The Land is having Holding No. 240/1 of Ward No. 03 of B.S. Road 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 ABOVE REFERRED TO

(Construction of Flat and Building Details)

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

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

MAIN WALLS & PARTITION WALLS:- 200 MM/250 MM Thick Cement Brick

Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively,

FLOOR:-

1 Ft. 9 Inch x 2 Ft. 9 Inch Cut Piece Marble/Vitrified Floor Tiles for All room, Verandah, Hall, Kitchen, Bath/Toilet.

SKIRTING AND DADO:-

Cut Piece Marble, 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.

Sandip Kumar Dey
Mousumi Dey

Sandip Kumar Dey

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 owner 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 locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole

Sandip Kumar Das
Mousumi Dey

Sanjukta Das

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.

Sandip Kumar Dey
Mousumi Dey
Santosh Kumar Dey

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. or Concrete (as per the Developer's Convenience)

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

THE THIRD SCHEDULE ABOVE 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.
5. Passage for Entrance,
6. Passage in between different blocks,
7. Pump (Deep Tube Well of adequate capacity to ensure round the clock),

8. Electric Meter & Electric Meter Space,
9. Common Room,
10. Electric/Utility room, Water Pump room, Generator Room (if any),
11. Septic Tanks,
12. Boundary Walls with Entrance Gate,
13. Underground water reservoirs (if any),
14. Overhead Water Tank,
15. Transformer and space (if any),
16. Lift/s (if any),
17. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
18. Lighting of the Common Portions.
19. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
20. Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
21. Such other parts, areas, 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.

Sandip Kumar Dey
Mousumi Dey
Sandip Dey

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 **21st of December, 2021**.

Sandip Kumar Dey
Mousumi Dey

Sanku Kumar Dey

[This Deed is prepared on 1 (One) Stamp Paper, 62 (Sixty Two) 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 65 (Sixty Five) Pages].

WITNESSES:-

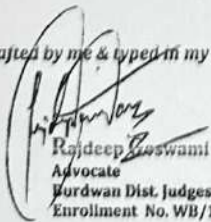
1. Abhijit Ghosh
S/o - Ananta Ghosh
Bhabani Chakravarty Lane
Burdwan

Sandip Kumar Dey.
~~Mousumi Dey~~
SIGNATURES OF THE OWNERS

2. Ajay Banerjee
Burdwan

Sanku Kumar Dey
SIGNATURE OF THE DEVELOPER

Drafted by me & typed in my Office


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

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Brandon Ray

SIGNATURE

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Sandip

S

SIGNATURE Sandip Kumar Dey

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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Mousumi Dey

SIGNATURE Mousumi Dey