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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

Additional District Sub-Registrar  
BURDWAN

30 NOV 2023

Nivedita Sen

FOR SUNDARAM CONSTRUCTION  
Uma Samrat Kesh.

PARTNER

FOR SUNDARAM CONSTRUCTION  
Sushobhan Kesh.

PARTNER

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

:: On Gurbang Mahab ::

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM POWER OF ATTORNEY IS MADE ON THIS 1<sup>ST</sup> DAY OF OCTOBER, TWO THOUSAND AND TWENTY THREE (2023)

BETWEEN

Nivedita Das.

FOR SUNDARAM CONSTRUCTION  
Uma Sankar Kesh

PARTNER

FOR SUNDARAM CONSTRUCTION  
Sushobhan Kesh

PARTNER

MRS. NIVEDITA DAS, W/o Panchugopal Das, by Nationality - Indian, by faith-Hindu, by profession - Housewife, resident of Purbapally, Baranilpur More (East), P.O. Sripally, P.S. Barddhaman & Dist. Purba Barddhaman, Pin - 713103; **PAN. FSNPD3207G**; hereinafter called and referred as the **OWNER** (which express or shall unless excluded her respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

and

**"SUNDARAM CONSTRUCTION"** (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P. O.- Rajbati, P.S - Burdwan, District - Purba Bardhaman, West Bengal, Pin -713104, **PAN. AETFS6789K**, represented by its All Representative Partners namely

- i. **SRI UMA SANKAR KESH**, S/o Late Biswanath Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Joramandir, P.O. Burdwan, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713101; **PAN. AKIPK2379J**; and
- ii. **SRI SUSHOBHAN KESH**, S/o Sri Asok Kumar Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of By Pass, Teiganj More, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713102; **PAN. BRXPK8152L**; hereinafter called the **DEVELOPER** (which express or shall unless excluded its/his/their and each of its/his/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

A. **WHEREAS:** the OWNER is the sole and absolute owners in respect of the **First Schedule** mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and

*Niveditadas*

FOR SUNDARAM CONSTRUCTION  
*Uma Sankar Kesh.*

PARTNER

FOR SUNDARAM CONSTRUCTION  
*Sushobhan Kesh.*

PARTNER

premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the **First Schedule** hereinafter written (hereinafter referred to as the "**SAID PROPERTY**").

- B. **AND WHEREAS**, the **First Schedule** mentioned property being C.S. Plot No. 678, R.S. Plot No. 678 and 678/1789 presently comprising to L.R. Plot No. 1358 appertaining to present L.R. Khatian No. 10266 measuring 10.9 Decimals i.e., 0.109 Acres situated at Mouza - Balidanga, J.L. No. 35, P.S. Bardhaman & Dist. Purba Bardhaman previously belonged to one Prativa Chowdhury and one Pratima Chowdhury who were the RS Recorded owners under RS Khatian No. 180 and while being the owners and possessors they sold the property in favour of Smt. Saraswati Goswami vide registered Deed of Sale being Deed No. I-1878 for 1961 by virtue of which the said Smt. Saraswati Goswami became the owner and possessor and her name was also recorded under the RS Khatian No. 180 and thereafter she transferred the said property in favour of Gopesh Chandra Roy vide registered Deed of Sale being Deed No. I-5582 for 1962. Subsequently said Gopesh Chandra Roy during his ownership and possession sold the said property in favour of Hemanta Kumari Dasi vide Registered Deed of Sale being Deed No. I-5777 for 1963 and since then the said Hemanta Kumari Dasi became the owner and possessor in respect of the said property. Subsequently the said Hemanta Kumari Dasi gifted the said property in favour of her daughter-in-law namely Khana Prabha Das vide registered Deed of Sale being Deed No. I-7300 for 1963 registered at Burdwan District Sub- Registrar and from then on the said Khana Prabha Das became the owner and possessor in respect of the property. Subsequently the said Khana Prabha Das sold 0.0568 Acres of Definite Demarcated Land in favour of Bhola Bala Dasi vide registered Deed of Sale being Deed No. I-2994 for 1978, incorporated in Book No. I.

Nivedita Das.

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PARTNER

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Sushobhan Keshu

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Volume No. 65, Page Nos. 286 to 289, registered at the Office of the District Sub Registrar Burdwan and the said Khana Prabha Das sold 0.0568 Acres of Definite Demarcated Land in favour of Nivedita Das vide registered Deed of Sale being Deed No. 1-2873 for 1978, incorporated in Book No. 1, Volume No. 79, Page Nos. 22 to 24, registered at the Office of the District Sub Registrar Burdwan. Afterwards Bhola Bala Dasi gifted definite demarcated 1151 Sq. Ft. i.e., 1 Katha 9 Chatak 26 Sq. Ft. of Land in favour of Keshab Chandra Das vide registered Deed of Gift being Deed No. 1-2885 for 2011, incorporated in Book No. 1, CD Volume No: 10, Page No: 275 to 294, registered at the Office of the District Sub Registrar-2 Burdwan. Afterwards Bhola Bala Dasi died intestate leaving behind her only child being her married daughter namely Nivedita Das and by operation of the Hindu Succession Act the said Nivedita Das became the owner of the properties left by the said Nivedita Das including the residual part (part left after gifting 1 Katha 9 Chatak 26 Sq. Ft. of Land in favour of Keshab Chandra Das) of the property comprising the First Schedule mentioned Plot Number. Afterwards Keshab Chandra Das while being the owner and possessor gifted 1151 Sq. Ft. i.e., 1 Katha 9 Chatak 26 Sq. Ft. of definite demarcated Land in favour of his mother namely Nivedita Das vide registered Deed of Gift being Deed No. 1-08002 for 2023, incorporated in Book No. 1, Volume No: 0203-2023, registered at the Office of the Additional District Sub Registrar, Burdwan and by that virtue she has been possessing the said property as described in the First Schedule below and had been possessing the same as the absolute owner and possessor without the interruption of Third Party. Subsequently, after acquiring the said property, the aforesaid NIVEDITA DAS mutated her names in LRROR appertaining to L.R. Khatian No. 10266 respectively in respect of the L.R. Plot No. 1358 in Balidanga Mouza, J.L. No. 35 and also recorded her name in the

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Municipal Holding No. 303, at Ward No. 12, Circle No. 12, G.T. Road East End Mahalla within the jurisdiction of Burdwan Municipality and has been residing in the property since the time of her title acquisition.

- C. **AND WHEREAS** afterwards the OWNER became the owner and possessor in respect of the entire **First Schedule** mentioned property by way of aforesaid Deeds and Succession and subsequently the OWNER thereafter recorded in L.R.R.O.R in respect of the entire **First Schedule** mentioned property and mutated and recorded and incorporated their names in respect of the aforesaid property in the Municipal Holding Number of the Burdwan Municipality within the limit of the Burdwan Municipal Authority and accordingly started the process to discharge their legal obligations of payment of Govt. rents etc. in the name on appropriate receipt thereof and thereby have acquired absolute title in the said property to which they are entitled. Hence the OWNER has acquired a good title over the **First Schedule** mentioned property without any interference or intervention of any or by any other person.
- D. **AND WHEREAS** there was a large portion of definite demarcated land measuring 10.9 Decimals i.e., 0.109 Acres (A Little More or Less) with Structure thereon being the **First Schedule** mentioned Property which is unmaintained and which is more specifically described below and thereby the OWNER has taken decision to construct of multi-storeyed residential cum commercial building inclusive of Flats/Residential Units and Commercial Units and Car Parking Spaces by constructing building and to develop the premises i.e., the land which is more specifically described in the **First Schedule** below and which is not being looked after by the OWNER due to her habitation uncertainty in the City of Burdwan and occupational and family oriented and physical dilemma and thereby the OWNER has taken decision to

Witnessed by:

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PARTNER

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demolish and dismantle the existing structure and she subsequently demolished the structure in order to construct of Residential cum Commercial building comprised of Multiple Flats/Residential Units/Commercial Units and Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the **First Schedule** below.

- E. **AND WHEREAS** 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 residential building cum shopping complex by erecting multi-storeyed residential cum commercial building/buildings along with residential building cum commercial complex thereon inclusive of Flats, Shops/Offices and Car Parking Spaces.
- F. That the **DEVELOPER** is itself is a Partnership Firm having more good-will, respect in the sector of Development and promoting and 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 a building residential purpose.

***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 building/buildings along with residential building cum commercial complex inclusive of

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Shops/Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan being Building Permit No. SWS-OBPAS/1201/2023/0565 in order to construct the Multi-Storied Building comprised with Residential Flats, Shops and Offices and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the Second Schedule of this Indenture.

- 1.3 **OWNER:** shall mean **MRS. NIVEDITA DAS**, W/o Panchugopal Das, by Nationality - Indian, by faith- Hindu, by profession - Housewife, resident of Purbapally, Baranilpur More (East), P.O. Sripally, P.S. Barddhaman & Dist. Purba Barddhaman, Pin - 713103; **PAN. FSNPD3207G**; and shall include their/his respective heirs, executors, administrators, representatives, transferees, assignees and nominees.
- 1.4 **DEVELOPER:** shall mean "**SUNDARAM CONSTRUCTION**" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P. O.- Rajbati, P.S - Burdwan, District - Purba Bardhaman, West Bengal, Pin -713104, **PAN. AETFS6789K**, represented by its All Representative Partner namely **SRI UMA SANKAR KESH**, S/o Late Biswanath Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Joramandir, P.O. Burdwan, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713101; **PAN. AKIPK2379J** and **SRI SUSHOBHAN KESH**, S/o Sri Asok Kumar Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of By Pass, Tejganj More, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713102; **PAN. BRXPK8152L**; and shall include its respective

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Uma Sundaram Nish.

PARTNER

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Sushobhan Nish.

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legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees.

- 1.5 **COMMON FACILITIES:** shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator space/room, 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 **OWNER'S ALLOCATION:** shall mean the absolute right of the OWNER in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNER will be 45% of the proposed building/buildings being the residential/commercial building cum housing/commercial complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Building comprised with Residential Flats, Shops and Parking Spaces as per their respective share over land more specifically mentioned in the **First Schedule**. Here it must be mentioned that OWNER will not retain and will not enjoy their entitlement of the aforesaid allotted share of 45% of the Total Constructed Portion of the proposed building/s cum residential cum commercial building complex and they will sale out the said allocated portion of 45% through the Developer in favour of the prospective purchasers along with the Allocation of the Developer and the OWNER will directly not sale the said Commercial Unit/Flat/Parking Space or will not directly do any documentation or will not

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Uma Sankar Sethi

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Sushobhan Kesh

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execute any document and agreement for Sale and all such work will be done by their Power of Attorney Holder being the Representative Partners of the Developer Firm on her behalf and the OWNER will take the Monetary Consideration in lieu of her shares from the Developer Firm but not directly from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank but all such payment are to be taken by the OWNER through the DEVELOPER and the DEVELOPER as the duly constituted Power of Attorney and Authorized Agent(s) of the OWNER will deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank and will receive the Money/Consideration Amount from all such persons or institutions and will pay cum hand over cum deliver it to the OWNER. Be it mentioned here that if the Owner intend to and wish to keep any physical possession or any flat(s) then after the execution of this Deed the distribution of physical allocation will take place and the OWNER will receive their required and preferential allocation by virtue of a deed of allocation distribution and may register the same for their own convenience at the cost of the Developer or may also take the possession certificate from the Developer and afterwards the OWNER may either retain or keep or may directly sale the said Flat and Parking Space and may directly do any documentation or will execute any document and agreement for Sale either by itself or through their Power of Attorney Holder being the Representative Partners of the Developer Firm on their behalf.

#### 1.7 DEVELOPER'S ALLOCATION:

- 1.7.1 Shall mean the absolute right of the DEVELOPER in regard to 55% of the Total constructed portion of the proposed building/buildings being the residential building cum housing complex in relation to the

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construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Building comprised with Residential Flats and Parking Spaces as per their respective share over the entire **First Schedule** mentioned property including Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors **EXCEPT** the portion defined in the OWNER'S ALLOCATION i.e., the DEVELOPER will have exclusive right to enjoy as per its entitlement and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its as defined hereinabove.

- 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 OWNERS and DEVELOPER jointly; during the tenure of this Agreement, if the DEVELOPER obtains any further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan and the OWNERS shall financially contribute in respect of 45% of the total expenses for such plan and only if they contribute and aid financially then they have their allocation of 45% inclusive all right, title and interest in respect of such construction which means that the OWNERS will get and obtain 45% allocation from that particular floor or/and new construction but the OWNERS will sale out the said allocated portion of 45% through the Developer in favour of the prospective purchasers along with the Allocation of the Developer and the OWNERS will directly not sale the said Unit/Flat/Parking Space or will not directly do any documentation or will not execute any document and agreement for Sale and all such

*Nivedita Das.*

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*Uma Sanyal Kesh.*

PARTNER

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*Sushobhan Kesh.*

PARTNER

work will be done by their Power of Attorney Holder being the Representative cum Managing Partners of the Developer Firm on their behalf and but not directly from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank but all such payment are to be taken by the OWNERS through the DEVELOPER and the DEVELOPER as the duly constituted Power of Attorney and Authorized Agent(s) of the OWNERS will deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank and the present OWNERS admit and agree and declare not to raise any objection whatsoever in this regard in future.

- 1.8 **ARCHITECH** : shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at his own cost and sole responsibility, subject to approval of the owner.
- 1.9 **BUILDING PLAN**: shall mean the plan/plans for construction of the building being Building Permit No. SWS-OBPAS/1201/2023/0565, duly approved by the OWNER and submitted by at the costs of the OWNER to the Burdwan Municipal Authority in order to construct Multi-Storied Building comprised with Residential Flats and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Burdwan Municipal Authority i.e., Burdwan Municipality.
- 1.10 **CONSTRUCTED SPACE**: shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 1.11 **SALEABLE SPACE**: means, except OWNER'S ALLOCATION the space in the Building which will be available for independent use and occupation after

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FOR SUNDARAM CONSTRUCTION  
*Uma Sankar Mishra*

PARTNER

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*Sushobhan Kesh*

PARTNER

making due provision for common facilities and the spaces required therefore.

- 1.12 CARPET AREA:** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 1.13 COVERED AREA:** shall mean the Plinth area of the said Residential Unit/Flat/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between Two Commercial Unit / Residential Unit / Shops / Flats / Parking Space then one - half of the area under such wall shall be included in each Commercial Unit / Residential Unit / Shop / Flat.
- 1.14 UNDIVIDED SHARE:** shall mean the undivided proportionate share in the land attributable to the each Commercial Unit / Residential Unit / Shops / Flats / Parking Space comprised in the said Holding and the common portions held by and / or here in agreed to be sold to the respective Purchaser and also wherever the context permits.
- 1.15 CO - OWNER:** shall according to its context mean and include all persons who acquire or agree to acquire Commercial Unit / Residential Unit / Shops / Flats/ Parking space in the Building, including the Developer for the Commercial Unit / Residential Unit / Shops / Flats / Parking Spaces not alienated or agreed to be alienated.
- 1.16 FLAT/UNIT:** shall mean the Commercial Unit / Residential Unit / Shops / Flats and / or other space or spaces intended to be built and or constructed and / or the covered area capable of being occupied.

It shall also mean that according to the context, mean all Purchaser/s

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and/or intending Purchaser/s of different Commercial Unit / Residential Unit / Shops / Flats in the Building/s and shall also include the Developer herein and the owner herein in respect of such Commercial Unit / Residential Unit / Shops / Flats which are retained and/or not alienated and/or not agreed to be alienated of the time being.

- 1.17 COMMON EXPENSES:** shall include all expenses to be incurred by the Co - owners for the maintenance, management and upkeep of the building in the said Holding for common purposes and also the charges to installation of Electricity.
- 1.18 COMMON PURPOSES:** shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co - Owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.
- 1.19 SUPER BUILT-UP AREA:** Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed variable percentage of 25% (Twenty Five Percent) to 50% (Fifty Percent) over the built-up and/or the covered area of the Shop/Office/Flat i.e. Commercial Unit/Residential Unit and such will be used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per it's standing rules and regulations. Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the RERA Act, 2016 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either

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FOR SUNDARMI CONSTRUCTION  
Uma Sankar Mishra

PARTNER

FOR SUNDARMI CONSTRUCTION  
Sushobhan Kesh

PARTNER

by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.

**1.20 DEVELOPER'S ADVOCATE:** Shall mean Sri Rajdeep Goswami, Ld. Advocate of Burdwan District Judges' Court who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.

**1.21 TRANSFER:** with its grammatical variations shall include a transfer by and/or of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storeyed building/s to purchasers thereof although the same may not amount to a transfer in law.

**1.22 TRANSFEREE/INTENDING PURCHASER:** shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPERS ALLOCATION or any space in the building/s has been transferred by the OWNER including the rights of transfer to the extent of his own share as defined and described as the OWNER'S ALLOCATION.

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

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

**ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS:**

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

**2.1** That the OWNER are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said premises as mentioned in

Nivedita Des.

FOR SUNDARAM CONSTRUCTION  
Uma Sundar Kesh.

PARTNER

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Sushobhan Kesh.

PARTNER

the **First Schedule** below.

- 2.2 That the said premises is free from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature and if such is not still then the **OWNER** hereby unconditionally undertake to make the said **First Schedule** mentioned property free from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within 3 Months from this very date of execution of this Agreement.
- 2.3 That the **DEVELOPER** will bear the cost of demolishing, dismantling, disintegrating and dissolving the existing construction and will take the possession of the land in favour of the **DEVELOPER** provided that all the debris and rubbish will be retained by the **DEVELOPER** and shall be its property and the **DEVELOPER** will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation.
- 2.4 That the **DEVELOPER** will bear all expenditure of construction and cost of all necessary and essential materials and equipments which will be required for the purpose of construction of the said building premises and the **OWNER** will co-operate with the **DEVELOPER** in all aspects except Financially.
- 2.5 That the **OWNER** by self or through their constituted attorney shall sign in all other necessary papers, documents, affidavits, declarations etc. require for modification of building plan/revised plan if necessary, and for construction of building which may be required by the Developer for the purpose of construction and development of the said property in the said premises.
- 2.6 The **DEVELOPER** is hereby authorized and empowered in relation to the said construction, so far as may be necessary for apply of quotas of cement, steels bricks and other materials for the construction or the electric meter

Nivedita Das,

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PARTNER

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waster & drainage and other imputes and facilities and for other necessities required for which purpose the OWNER hereby agree upon to execute a Power of Attorney through this indenture in favour of **"SUNDARAM CONSTRUCTION"** (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P. O.- Rajbati, P.S - Burdwan, District - Purba Bardhaman, West Bengal, Pin - 713104, **PAN. AETFS6789K**, represented by its All Representative Partner namely **SRI UMA SANKAR KESH**, S/o Late Biswanath Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Joramandir, P.O. Burdwan, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713101; **PAN. AKIPK2379J** and **SRI SUSHOBHAN KESH**, S/o Sri Asok Kumar Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of By Pass, Telganj More, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713102; **PAN. BRXPK8152L**; whereas such power or authority to be executed by a registered Power of Attorney as required by the DEVELOPER to sign by the OWNERS all such application as to be require for the purpose and in connection with the construct of the proposed building/s and to sell flats and car parking spaces with share in land.

- 2.7 That except the OWNER no one else have any right title interest, claim or demand whatsoever or howsoever in respect of the said **First Schedule** mentioned premises or any portion thereof.
- 2.8 The OWNER shall pay all revenue and taxes to the competent authority till the date of execution and registration of the present Development Agreement between the OWNERS and the DEVELOPER.
- 2.9 The OWNER has absolute right and authority to enter into the agreement with the DEVELOPER in respect of their title in the said premises

*Nice little job.*

FOR SUNDARAM CONSTRUCTION  
*Uma Sankar Mishra*

PARTNER

FOR SUNDARAM CONSTRUCTION  
*Sushobhan Kishor*

PARTNER

agreed to be developed.

- 2.10 That there is no arrear of taxes and / or other levies of impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.
- 2.12 That the said land is not a Debottor or Pirottor property.
- 2.13 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.14 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale or the said property as contemplated in these present.
- 2.15 The OWNER does not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1978 in respect of the said premises.
- 2.16 The OWNER hereby undertake to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, liens, claims, damages, encumbrances and mortgages or any Third Party Possessory Rights or any Third Party Claim in the said premises arising out of or due to the negligence or non compliance of any law, bye-laws rules and regulations of the Burdwan Municipality i.e., Burdwan Municipal Authority or Government or local bodies including the Municipality as the case may be by the OWNER and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to or

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concerning prior to execution of this Deed and the Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owners' allocation will be borne by the Owners or their nominee or nominees. Here it must be mentioned that the Owners will not be liable for any consideration received by the Developer from the intending Purchaser/Purchasers regarding the Developer's Allocation after the development of the said premises and likewise the Developer shall not be liable for any act, deed, matter or thing done or caused to be done by the Owner in respect of their Allocation.

- 2.17 That during the continuance of this Agreement the OWNER shall not in any way cause any impediment or obstruction whatsoever in the construction or development of complex and building in the said **First Schedule** mentioned Property and hereunder empower the DEVELOPER to take up the construction work of the new building as per sanctioned plan of Burdwan Municipality i.e., Burdwan Municipal Authority.
- 2.18 In case of failure to give open and clear possession in favour of the DEVELOPER by the OWNER and in that event if the DEVELOPER face any financial loss to that effect the OWNER will be liable for all consequences.
- 2.19 The DEVELOPER will be free and will be eligible and entitled and will have all the right and/or all authorities and/or all privileges to give and/or to make and/or to use and/or to keep the entire Property and the Title Deeds and Documents of the said Property in respect of the First Schedule Property and

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also credential of the firm and the units of said project and the premises and it's related deeds in all kind of mortgage and/or pledge and/or hypothecate and/or charge and/or concur in pledging and/or hypothecating and/or charging with, to or in favour of any Private Bank and/or Nationalize Bank or any other Financial Institutions and/or individual and/or body may it be a juristic or non-juristic entity and will have all and absolute and unfettered right and/or all and absolute and unfettered authority and/or all and absolute and unfettered privilege to execute and/or deliver any instruments and/or any deed of mortgage and/or charge and/or encumbrance, hypothecation and/or pawn and/or pledge and/or lien and/or trust receipt and/or to receive any consideration money and/or loan amount by executing as well as if necessary by registering deed and/or otherwise for such mortgage and/or charge and/or hypothecation and/or pawn and/or pledge and/or lien and/or the like and the Owners will initiate all endeavours and aid to make such mortgage and/or charge and/or convenient and/or hypothecation and/or pawn and/or pledge and/or lien and the OWNER will also sign, endorse and execute and will be duty bound to do and execute all such work for the purpose of obtaining the loan amount by the DEVELOPER in respect of and out of the aforesaid mortgage and/or charge and/or convenient and/or hypothecation and/or pawn and/or pledge and/or lien and will cooperate with the DEVELOPER but the DEVELOPER shall alone be responsible for the payment of the loan and discharging the liabilities under the mortgage and in the event of failure of the project to return the original title deeds of the Owners.

**ARTICLE III - COMMENCEMENT:**

- 3.1 This agreement shall commence or shall deemed to have commenced on and

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with effect from the date of execution of this agreement.

**ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION:**

- 4.1 The OWNER 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 new construction is to be done according to the Burdwan Municipality i.e., Burdwan Municipal Authority by-laws, rules and regulations and not otherwise. The entire cost of construction of the building or whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permission and approvals. The owner shall not be required to contribute any amount in that regard. Be it mentioned here that the DEVELOPER 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 Owners 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 Owners in favour of the DEVELOPER and the

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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 i.e., Burdwan Municipal Authority by the DEVELOPER in the name of the owner, and/or the same is/will be awaiting SANCTION/APPROVAL from the Burdwan Municipality i.e., Burdwan Municipal Authority, after obtaining clearances from all other statutory bodies.
- 4.3 In the event, the Burdwan Municipality i.e., Burdwan Municipal Authority or any statutory authority requires any modification of the plan/plans submitted by the owner, the DEVELOPER shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect 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 i.e., Burdwan Municipal Authority 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 consideration amount in respect of the allocation of the DEVELOPER.
- 4.5 All applications, plans and other papers including the ARCHITECTS

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- 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, query of earth in the said premises at the cost of the DEVELOPER and removal of the earth and debris shall be the responsibility and at the cost of the DEVELOPER only, provided, however, that the debris, salvage and materials arising there from shall belong solely to the DEVELOPER and the OWNER by any and all means will be barred from the right to claim to the same.
- 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 OWNERS 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 OWNERS 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

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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.

**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 though its Partners or/and representatives and/or nominee/nominees or the transferees of the OWNERS and 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 has 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:**

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6.1 As per the plan which will be sanctioned by the Burdwan Municipality i.e., Burdwan Municipal Authority and the OWNERS by themselves or through their constituted Power of Attorney holder namely **"SUNDARAM CONSTRUCTION"** (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P. O.- Rajbati, P.S - Burdwan, District - Purba Bardhaman, West Bengal, Pin - 713104, **PAN. AETFS6789K**, represented by its All Representative Partner namely **SRI UMA SANKAR KESH**, S/o Late Biswanath Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Joramandir, P.O. Burdwan, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713101; **PAN. AKIPK2379J** and **SRI SUSHOBHAN KESH**, S/o Sri Asok Kumar Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of By Pass, Tejganj More, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713102; **PAN. BRXPK8152L**, 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 i.e., Burdwan Municipal Authority 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 i.e., Burdwan Municipal Authority.

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

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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 48 months after the obtaining of the sanctioned plan from the Burdwan Municipality i.e., Burdwan Municipal Authority, save and except that the DEVELOPER shall not be entitled to create any possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER 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 Allocated 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. 48 months after the obtaining of the sanctioned plan from the Burdwan Municipality i.e., Burdwan Municipal Authority. 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.

#### **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.

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- 7.2 The OWNERS shall be ENTITLED to the OWNER'S 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 owner's 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 i.e., Burdwan Municipal Authority 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 owner's 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 owner's allocation or space alone and or individually i.e., the sale must be made with the DEVELOPER and OWNER shall not be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space without the DEVELOPER and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee from OWNER'S 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 owner's/developers allocation of space. Here it must be mentioned that OWNER will not retain and will not enjoy their entitlement of the aforesaid allotted share of 45% of the Total Constructed Portion of the proposed building/s cum residential building complex and they will sale out the said allocated portion of 45% in

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favour of the prospective purchasers along with the Developer and the OWNER will directly not sale the said Unit/Flat/Parking Space or will not directly do any documentation or will not execute any document and agreement for Sale and all such work will be done by their Power of Attorney Holder being the Representative cum Managing Partners of the Developer Firm on their behalf and in regard to the rest of the building/s, the DEVELOPER will unconditionally and uninterruptedly enjoy the entire proposed building project inclusive of the allocated share of 55% in regard to all the Flats and the remaining all Parking Spaces of the said Proposed multi-storeyed Flat Building and will enjoy the said areas as per the DEVELOPER'S ALLOCATION corresponding to 55% in respect of the said proposed project. Be it mentioned here that if the Owner intend to and wish to keep any physical possession or any flat(s) then after the sanction of build plan by the Burdwan Municipality the distribution of physical allocation will take place and the OWNER will receive their required and preferential allocation by virtue of a deed of allocation distribution and may register the same for their own convenience at the cost of the Developer or may also take the possession certificate from the Developer and afterwards the OWNER may either retain or keep or may directly sale the said Flat and Parking Space and may directly do any documentation or will execute any document and agreement for Sale either by itself or through their Power of Attorney Holder being the Representative Partners of the Developer Firm on their behalf.

- 7.7 The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion i.e., 55% of the Total Constructed Portion of the proposed building as stated in the aforesaid **Clause No. 1.7** of this Indenture which is not attached with the OWNER'S ALLOCATION i.e., 45% of

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the proposed building/s and the DEVELOPER may let out, sale out, convey, transfer or any type of settlement in regard and respect to any Flat or Residential Unit and/or Car Parking Space/Garage with the third parties to the extent of 55% space of the total constructed area of the all floors as stated in the aforesaid **Clause No. 1.7** of this Indenture and the OWNER will have no right over the said floors except in regard to her own Allocation and he by any or/and all means and also is debarred from claiming any right, title and interest in the near and remote future.

- 7.8 Both the OWNER and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.
- 7.9 In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna etc. In other wards the entire roof right will be devolved upon the DEVELOPER.
- 7.10 On completion of the building, but therefore giving possession, both the OWNER and the DEVELOPER will conduct a joint survey of the super built up space/area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocations.
- 7.11 That the DEVELOPER shall alone have the right to allocate flats and parking spaces to the intending purchasers and the OWNER shall have no right whatsoever to enter into any agreement personally with the intending purchasers for sale of any of the flats or parking spaces to be constructed by the DEVELOPER over the land owned by the First Part (OWNER) and the DEVELOPER will have the right to construct further floors in the said proposed building in future if the DEVELOPER obtains further Municipality Plan to construct more floors and in that event the Owners will have no right to appoint any new Developer except this existing DEVELOPER or will have no

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right to raise any objection and but will be entitled to get 45% share in the said proposed new constructed Floor after investing 45% of the required cost for such plan to construct excess floors and in that scenario and in that event the DEVELOPER will enjoy with 55% rights in respect of the said Floor constructed as per the Municipality Sanctioned Plan. Be it mentioned here that if the Owner intend to and wish to keep any physical possession or any flat(s) then after the sanction of build plan by the Burdwan Municipality the distribution of physical allocation will take place and the OWNER will receive their required and preferential allocation by virtue of a deed of allocation distribution and may register the same for their own convenience at the cost of the Developer or may also take the possession certificate from the Developer and afterwards the OWNER may either retain or keep or may directly sale the said Flat and Parking Space and may directly do any documentation or will execute any document and agreement for Sale either by itself or through their Power of Attorney Holder being the Representative Partners of the Developer Firm on their behalf but before that the OWNER will not directly deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank.

**ARTICLE VIII - COMMON FACILITIES:**

- 8.1** As soon as the building is completed, the DEVELOPER shall give written notice cum Completion Certificate to the OWNER requiring the OWNER to take possession of their share of allocation in the building and as from date of service of such notice or issuance of such Certificate and for all times thereafter the parties shall be exclusively responsible for the payment of the Burdwan Municipality i.e., Burdwan Municipal Authority and property taxes, rate, duties, dues and other public outgoings and impositions whatsoever

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(hereinafter for the sake of brevity referred to as THE SAID RATES) payable in respect of their respective allocations, such rates to be apportioned pro rata with reference to the total super built up space in the building if they are levied on the building as a whole.

- 8.2 The OWNER shall punctually and regularly pay the proportionate share of the said rates to the concerned authorities or to the DEVELOPER or otherwise as specified hereinafter and shall keep the DEVELOPER indemnified against all claims, actions, demand, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the DEVELOPER as the case may be consequent upon a default by the OWNER this behalf in respect of their proportionate share of the said rates.
- 8.3 As and from the date of receipt the completion certificate, the OWNER shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the flat owner's allocation or other entity/person specified hereinafter service charges for the common facilities in the building payable with respect to the OWNER'S ALLOCATION, and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for electrical and mechanical equipment, switchgear, transformers, generators, pump motor and other electrical and mechanical installations, appliances and equipments, stairways corridors, halls, passage ways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the OWNER'S ALLOCATION or any part thereof the OWNER shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be if OWNER

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retain any physical allocation.

**ARTICLE IX - ADJUSTABLE AMOUNT**

- 9.1 That the OWNER is entitled to adjustable amount the "OWNER'S ALLOCATION" as defined in **Clause 1.6** of this agreement from the DEVELOPER. The OWNERS shall retain his undivided proportionate share or interest share or interest in their land of the said First Schedule mentioned property, in proportion to the area allotted to them as per OWNER'S ALLOCATION.
- 9.2 In consideration of the DEVELOPER agreeing to build and complete in all respect the OWNER'S ALLOCATION to the building at the said premises and since the OWNER hereby entitled to get the Adjustable Amount specifically detailed in the **Fourth Schedule**, the OWNER who get the Adjustable Amount are duty bound to make adjustment with the DEVELOPER in respect of the said Adjustable Amount by allotting his proportionate share equivalent to the Adjustable Amount in respect of the DEVELOPER at the time of booking of the flats and parking spaces by the intending purchasers and the DEVELOPER by all virtue, in any and all consequence will be entitled to get that said share without any prejudice and the amount of total Adjustable Amount as specified in the **Fourth Schedule** is adjustable at any and all time.
- 9.3 That OWNER will be entitled to get a total sum of Rs. 12,82,000/- (Rupees Twelve Lakhs Eighty Two Thousand Only) *(The payment process is specifically detailed in the Fourth Schedule of this Agreement and the Adjustable Amount will be adjusted in favour of the Developer from the Allocation of the Owners at the time of Booking of Shops, Offices, Flats and Parking Spaces and Registration of Shops, Offices, Flats and Car Parking*

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Spaces/Garages] as the Adjustable Amount of the Project which will be duly adjusted in favour of the DEVELOPER for realization of the said amount at the time of Booking of the Flats, Shops and Parking Spaces and also Selling Out of the Flats, Shops and Parking Spaces in respect of the allocated proportion of share of the OWNER which is detailed in the Clause No. 1.6 of this Agreement.

That the OWNER will be entitled to get a sum of Rs. 12,82,000/- (Rupees Twelve Lakhs Eighty Two Thousand Only) [The payment system is specifically detailed in the Fourth Schedule of this Agreement] as the Adjustable Amount in lieu of their said remaining non-retainable portion of the his allocated 45% allotment in respect of the entire constructed area save and except the retainable and agreed to be kept Spaces as per the allocation of the said Clause No. 1.6 and the same amount will be duly adjusted in favour of the DEVELOPER for realization of the said amount at the time of Booking of the said Flats and Parking Spaces and also Selling Out of Flats, Shops and Parking Spaces in respect of the said rest portion of his allocated 45% allotment in respect of the entire Flats and Parking Lot area save and except the retainable and agreed to be kept Flats, Shops and Parking Spaces of the OWNER as per this agreement and out of Rs. 12,82,000/- (Rupees Twelve Lakhs Eighty Two Thousand Only) OWNER has already obtained and received Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) from the DEVELOPER on the date of negotiation of the deal and terms and condition of the agreement and also at the time of execution and registration of this Agreement.

- 9.4 That in respect of the DEVELOPER'S ALLOCATION in respect of the Total Constructed Portion of the Building, the DEVELOPER shall receive the price of units from the intending purchasers as per the agreed upon, payable by

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the intending purchasers and that will be adjusted after receiving advance from the intending purchasers against each Flats, Shops and/or Car Parking Space at the time of execution of Agreement of Sale and the same will/may also be adjusted from the amount of the Flats, Shops and/or Garage/Car Parking Space at the time of Execution of the Deed of Conveyance.

**ARTICLE X - TIME FOR COMPLETION:**

- 10.1 The building shall be completed within 48 months after the obtaining of the sanctioned plan from the Burdwan Municipality i.e., Burdwan Municipal Authority unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJEURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure.

**ARTICLE XI - MISCELLANEOUS:**

- 11.1 The OWNER and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or constructed as a joint venture between the OWNER and the DEVELOPER nor shall the OWNER and the DEVELOPER in any manner constitute an association of persons and this Agreement can never be cancelled unilaterally and must be cancelled bilaterally if necessary and the Owner alone shall not have the Power or authority to unilaterally cancel this Agreement or the Power of Attorney alone at all.
- 11.2 The DEVELOPER shall not be entitled to assign this agreement in favour of any other persons and the present DEVELOPER will remain liable to the OWNER in respect of the all the aspects of the present Agreement and the OWNER will be eligible claim the benefits to which he is entitled arising out of this Agreement from the present DEVELOPER.

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- 11.3 All dealings to be made by the DEVELOPER in respect or the construction of the buildings and development of the complex along with obtaining Bank Loan from any Financial Institution and/or any Bank as well as for Booking and executing Agreement for Sale and also Sale Deed of Flats, Shops and Car Parking Space and moreover the receiving of settled price, advance money etc for sale proceedings from the intending purchaser/customer to be taken and obtained by the DEVELOPER itself and in certain cases with legal necessity it may be made in the name of the OWNER but any such dealings shall not create or foster in any manner any financial, civil and/or criminal liability of the OWNER and the OWNER will not be liable in any case or circumstance in respect of the said project to any Third Party including the Purchaser/Customers and also any Financial Institution and/or any Bank.
- 11.4 The DEVELOPER shall be entitled to enter into separate contract or agreements in its name with building contractor, architects and others for carrying out the development at the risk and costs of THE DEVELOPER; the Developer shall also be empowered to enter into separate contract with any other company for providing amenities and services and for such if necessary, the OWNER will be bound to sign all such contract or agreement including Lease Agreement in that effect and in that scenario the OWNER shall have no financial gain in that respect.
- 11.5 **FORCE MAJEURE** shall mean riot, war, tempest, civil commotion strike or any other act or commission beyond the control of the party affected thereby.
- 11.6 The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a **FORCE MAJEURE** with a view that obligation of the party affected by the **FORCE MAJEURE** shall be

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suspended for the duration of the **FORCE MAJEURE**.

- 11.7** It is understood that from time to time to enable the construction of the building by the developer, various deeds, matters and things not herein specifically referred to may be required to be done by the DEVELOPER for which the DEVELOPER may require the authority of the OWNER and various applications and other documents may be required to be signed or made by the OWNER relating to which no specific provision has been made herein, the OWNER hereby authorizes the DEVELOPER to do all such acts, deeds, matters and things and undertakes, forthwith upon being required by the DEVELOPER in this behalf to execute any such additional powers or authorities as may be required by the DEVELOPER for the purpose as also undertakes to sign and execute all such additional applications and other documents as may be reasonably required for the purpose with prior approval of the OWNER and by giving prior information.
- 11.8** The DEVELOPER shall frame the rules and regulations regarding the user and rendition of common services and also the common restrictions, which have to be normally kept in the same and transfer of the ownership of flats.
- 11.9** The OWNER and DEVELOPER hereby agree to abide by all the rules and regulations of such management Society/Association/holding organization and hereby give their its consent to abide by the same.
- 11.10** Any notice required to be given by the DEVELOPER shall be without prejudice to any other mode of service available be deemed to have been served on the OWNER if delivered by hand or sent by prepaid registered post.
- 11.11** Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the OWNER or the said premises or any part thereof to the DEVELOPER or creating any right, title or interest in respect thereof in

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favour of the DEVELOPER other than exclusive license to the DEVELOPER to commercially exploit the same in terms thereof. If in the during the subsistence of the present Development Agreement, anything happens to OWNER, then this Development Agreement shall be treated to be valid and legally binding upon the respective heirs, executors, administrators, legal representative and assignees of OWNER and the legal heirs, executor, administrators, legal representative and assignees of OWNER will be duty bound to obey, honour and respect this Development Agreement in such a way that this has been declared and issued and given by them at that point of time and if required by the DEVELOPER, the legal heirs of the OWNER will be bound and liable to execute and register any Deed of Confirmation of this Development Agreement and also the legal heirs of the OWNER will be bound and liable to execute and register one Development Power of Attorney with the same terms and powers as written in this instrument in favour of the DEVELOPER or to all or any of it's Partners or Representative as required by the DEVELOPER.

**11.12** As and from the date of receipt of the completion certificate or the building the DEVELOPER and/or its transferees and the OWNER and/or their transferees shall be liable to pay and bear proportionate charges on account of all other taxes payable in respect of their respective spaces.

**11.13** The DEVELOPER shall install any equipment or/and erect and maintain in the said premises at his own cost all facilities required for execution of the project.

**11.14** The OWNER shall pay and bear all property taxes and other dues and outgoings in respect of the said premises accruing and due as and from the date of handing over possession of the premises (for the commencement

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of work at the said premises) to the DEVELOPER by the OWNER until delivery and/or the completion certificate of possession of the OWNER allocation in the proposed building.

**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 of 55% in respect of the multi-storied building on and over the **First Schedule** mentioned property and to settle the amount and to receive the amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVELOPER Firm; to enter into an agreement for sale on behalf of the Executant/Executor of this Power of Attorney being the Owners 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 unit price 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 Firm; to execute the sale deed in favour of the prospective purchasers and to receive unit price from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Firm; to receive the entire amount of the consideration

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

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

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNER, MRS. NIVEDITA DAS, W/o Panchugopal Das, by Nationality - Indian, by faith- Hindu, by profession - Housewife, resident of Purbapally, Baranilpur More (East), P.O. Sriपाल, P.S. Barddhaman & Dist. Purba Barddhaman, Pin - 713103; PAN. FSNPD3207G; SEND GREETINGS:-



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

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

**AND WHEREAS** Executant/Executor of this Power of Attorney being the Owners are currently unable to attend 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.

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AND WHEREAS due to the physical ailments and other businesses Executant/Executor of this Power of Attorney being the Owners 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 Owners appoint the DEVELOPER Firm namely **"SUNDARAM CONSTRUCTION"** (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P. O.- Rajbati, P.S - Burdwan, District - Purba Bardhaman, West Bengal, Pin -713104, **PAN. AETFS6789K**, represented by its All Representative Partner namely **SRI UMA SANKAR KESH**, S/o Late Biswanath Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Joramandir, P.O. Burdwan, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713101; **PAN. AKIPK2379J** and **SRI SUSHOBHAN KESH**, S/o Sri Asok Kumar Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of By Pass, Tejganj More, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713102; **PAN. BRXPK8152L**; 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.

NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTANT / EXECUTOR OF THIS POWER OF ATTORNEY BEING THE OWNER NAMELY MRS.

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Uma Sankar Kesh  
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Sushobhan Kesh  
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**NIVEDITA DAS**, W/o Panchugopal Das, by Nationality - Indian, by faith- Hindu, by profession - Housewife, resident of Purbapally, Baranilpur More (East), P.O. Sripally, P.S. Bardhaman & Dist. Purba Bardhaman, Pin - 713103; **PAN. FSNPD3207G**; do hereby nominate constitute and appoint **"SUNDARAM CONSTRUCTION"** (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P. O.- Rajbati, P.S - Burdwan, District - Purba Bardhaman, West Bengal, Pin -713104, **PAN. AETFS6789K**, represented by its All Representative Partner namely **SRI UMA SANKAR KESH**, S/o Late Biswanath Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Joramandir, P.O. Burdwan, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713101; **PAN. AKIPK2379J** and **SRI SUSHOBHAN KESH**, S/o Sri Asok Kumar Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of By Pass, Tejganj More, P.S. Bardhaman Sadar & Dist. Purba Bardhaman, Pin - 713102; **PAN. BRXPK8152L**; to be her true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on behalf of them 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 propose 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. AND thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executant/Executor of this Power of Attorney being the 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, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.
13. To prepare building plan, design work and to put signature on behalf of the Executant/Executor of this Power of Attorney being the 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

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authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.

15. To sign, execute and verify and file all complaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the 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.

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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 be necessary for getting the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities.
19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multistoried residential cum commercial building inclusive of Flats, Shops/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the sanctioned plans and according to specifications & other requirements of the Burdwan Municipality and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.
20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
22. To pay any deposit and pay moneys required to be deposited with the Burdwan Municipality and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
23. To pay all the taxes to the concern authority relating to the said property until the completion of the building.

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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 plaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the 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 mortgage, pledge, hypothecate or charge or concur in pledging hypothecating or charging with, to or in favour of any Bank or Banks or any other financial institutions, body subject to such condition as the Attorney may think fit and for that purpose to sign execute and deliver all necessary instruments and deed of mortgage, charge, encumbrance, hypothecation, pawn, pledge, lien and trust receipt and to receive the



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consideration money or otherwise for such mortgage, charge, hypothecation, pawn, pledge, lien and the like in respect of the entire property.

31. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executant/Executor of this Power of Attorney being the Owner are or may be party or any way interested.
32. To negotiate for sale of the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount on behalf of the OWNER in respect of the Owners' Allocation as well as of the Developer's Allocation and to deposit the said amount in the Bank Accounts of the OWNER (if the OWNER are entitled to any Consideration Amount or its share).
33. To execute, sign and enter into an agreement for sale on behalf of the Executant/Executor of this Power of Attorney being the Owner 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 OWNER in respect of the Owners' Allocation as well as of the Developer's Allocation and to deposit the said amount in the

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Bank Accounts of the OWNER (if the OWNER are entitled to any Consideration Amount or its share).

34. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Owners' Allocation as well as of the Developer's Allocation and to receive consideration from them in respect of the Owners' Allocation as well as of the Developer's 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/executants 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 OWNER and to deposit the said amount in the Bank Accounts of the OWNER (if the OWNER are entitled to any Consideration Amount or its share).
35. To receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount on behalf of the OWNER in respect of their allocation and to deposit the said amount in the Bank Accounts of the OWNER in respect of their allocation (if the OWNER are entitled to any Consideration Amount or its share) and remaining amount of the said consideration amount of the flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the **DEVELOPER** Firm incurred and made as per the terms and conditions of this Agreement.
36. To Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective purchasers in respect of the OWNER'S ALLOCATION and

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also DEVELOPER'S ALLOCATION in any Registering Office by representing the OWNER 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 owner/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNERS.

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

**ARTICLE XIII - ARBITRATION:**

- 13.1* In case of any dispute difference or question arising between the parties with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement and same shall not be subject matter of any civil suit and before entering into jurisdiction the Civil Court the said dispute shall be referred to arbitration

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under the provisions of the Arbitration and Conciliation 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, 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 REFERRED TO**

(Property Details)

**BASTU VACANT**

**ALL THAT PIECE AND PARCEL OF THE LAND** comprising in C.S. Plot No. 67B, R.S.

Plot No. 67B and 67B/1789 under R.S. Khatian No. 180 presently comprising to L.R.

Plot No. 1358 appertaining to present L.R. Khatian No. 10266 measuring 10.9

Decimals i.e., 0.109 Acres of vacant land situated at Mouza - Balidanga, J.L. No. 35, P.S.

Bardhaman & Dist. Purba Bardhaman appertaining to L.R. Khatian No. 10266 in

Balidanga Mouza, J.L. No. 35, Municipal Holding No. 303, at Ward No. 12, Circle No.

12, G.T. Road East End Mahalla within the jurisdiction of Burdwan Municipality and

the proper position of the property has been specifically detailed and depicted in the

Sanctioned Plan being Building Permit No. SWS-OBPAS/1201/2023/0565.

**AND THE SAID PREMISES IS BUTTED AND BOUND BY**

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Umesh Sankar Vashishth

PARTNER

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Sushobhan Kishor

PARTNER

On the North: G.T. Road;  
On the South: Pond of Thakur Bari;  
On the East: Great Eastern Electronic Store; and  
On the West: Property of Ajit Pal.

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

0.109 Acres (A little more or less) i.e., 10.9 Decimals of Land (A little more or less).

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Construction of Flat and Building Details)**

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

**MAIN WALLS & PARTITION WALLS:-** 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 for Landowners and Vitrified Floor Tiles for Flat Purchasers for All room, Verandah, Hall, Kitchen, Bath/Toilet.

**SKIRTING AND DADO:-** Wall Tiles, the Height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Tiles will be used up to a height of 6 Ft. from Skirting).

**PLASTERING:-** Plastering to External Walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar.

*Niraj Kumar*

FOR SUNDARAM CONSTRUCTION  
*Uma Sankar Singh*

PARTNER

FOR SUNDARAM CONSTRUCTION  
*Sushobhan Kish*

PARTNER

Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

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

**M. S. GRILL WORKS:-** All windows will be aluminium framed with necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

**PAINTING:-** All the internal wall surfaces and the ceiling will be finished with Putty.

The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with 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 will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

*Nivedita Gur.*

FOR SUNDARAM CONSTRUCTION  
*Uma Sankar Gupta*

PARTNER

FOR SUNDARAM CONSTRUCTION

*Sushobhan Kish*

PARTNER

**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, Two Plug points, One Fan Point and One Separate AC Point (only for Landowners).

**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 (and one Freeze point only for the Landowners).

**Exhaust Fan** points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

**WATER SUPPLY & DRAINAGE:-** One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

**TOILET FITTINGS & FIXTURES:-** Each toilet will be provided with one shower, one Anglo Indian and one European Commode. Necessary taps will be provided in the toilets and the floor will be

Nivedita Datta

FOR SUNDARAM CONSTRUCTION  
Uma Sankar Wadhwa

PARTNER

FOR SUNDARAM CONSTRUCTION  
Sushobhan Kesh

PARTNER

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./Concrete.

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

1. Entrance and Exits to the Premises and the Building.
2. Stair Cases,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floor of the Proposed Building,
5. Passage for Entrance,
6. Pump (Deep Tube Well of adequate capacity to ensure round the clock),
7. Electric Meter & Electric Meter Space,
8. Common Electric Space, Common Water Pump Space,
9. Septic Tanks,
10. Boundary Walls with Entrance Gate,
11. Overhead Water Tank,
12. Transformer and space (if any),
13. Lift/s (if any),
14. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use),
15. Lighting of the Common Portions.
16. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

*Nirredit Pvt.*

FOR SUNDARAM CONSTRUCTION  
*Uma Sankar Mishra*

PARTNER

FOR SUNDARAM CONSTRUCTION  
*Sushobhan Kesh*

PARTNER

17. 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).
18. 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-Owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Adjustable Amount)**

**(Details of Payment System of Adjustable Amount)**

OWNER received a sum of Rs. 12,82,000/- (Rupees Twelve Lakhs Eighty Two Thousand Only) as at the time of Negotiation of the Development Project and till the execution of this Deed.

---

**Total Adjustable Amount:- Rs. 12,82,000/- (Rupees Twelve Lakhs Eighty Two Thousand Only)**

**(Note:** The Adjustable Amount will be adjusted in favour of the Developer from the Allocation of the Owners at the time of Booking of Shops, Offices, Flats and Parking Spaces and Registration of Shops, Offices, Flats and Car Parking Spaces/Garages).

**Receipt of Adjustable Amount**

The OWNER hereby doth admit and confirm about RECEIPT and RECEIVING of and from the within named DEVELOPER the sum of total Rs. 12,82,000/- (Rupees Twelve Lakhs Eighty Two Thousand Only) as aforesaid and in respect of and out of the pre-settled adjustable amount as per pre-settled terms and conditions.



[This Deed is prepared on 1 (One) Stamp Paper, 57 (Fifty Seven) 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 61 (Sixty One) Pages].

**WITNESSES:-**

1. S.K. Salim  
S/o - S.K. Morsel  
Nerodighi, Burdwan  
Palba Bardhaman  
7/3/01.

2.  
Anandam Nandi  
S/o Sushil Nandi  
Burdwan. 7/5/02

*N. Weedita Das*  
SIGNATURE OF THE OWNER

FOR SUNDARAM CONSTRUCTION  
Uma Sankar Kesh.  
PARTNER

FOR SUNDARAM CONSTRUCTION  
Sushobhan Kesh  
PARTNER

Drafted by me & typed in my Office:-

*Rajdeep Goswami*  
Rajdeep Goswami  
Advocate  
Burdwan Dist. Judges Court  
Enrollment No. WB/1989/2011  
Computerised Typed by Me

*Sik Sabir*  
Sik Sabir  
Nerodighi, Burdwan

SEAL & SIGNATURE OF THE DEVELOPER

|            |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                    |
|------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Left Hand  | Little                                                                            | Ring                                                                              | Middle                                                                            | Index                                                                             | Thumb                                                                              |
|            |  |  |  |  |  |
| Right Hand | Thumb                                                                             | Index                                                                             | Middle                                                                            | Ring                                                                              | Little                                                                             |
|            |  |  |  |  |  |



Des.

SIGNATURE

Niranjana Des.

|            |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                      |
|------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Left Hand  | Little                                                                              | Ring                                                                                | Middle                                                                              | Index                                                                               | Thumb                                                                                |
|            |   |   |   |   |   |
| Right Hand | Thumb                                                                               | Index                                                                               | Middle                                                                              | Ring                                                                                | Little                                                                               |
|            |  |  |  |  |  |



SIGNATURE

Uma Sankar kish.

|            |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                      |
|------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Left Hand  | Little                                                                              | Ring                                                                                | Middle                                                                              | Index                                                                               | Thumb                                                                                |
|            |  |  |  |  |  |
| Right Hand | Thumb                                                                               | Index                                                                               | Middle                                                                              | Ring                                                                                | Little                                                                               |
|            |  |  |  |  |  |



SIGNATURE

Sushobham Kish



Government of West Bengal  
Directorate of Registration & Stamp Revenue  
FORM-1564

Miscellaneous Receipt

|                                        |                                                                                                                                      |                     |            |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------|
| Visit Commission Case No / Year        | 0203000651/2023                                                                                                                      | Date of Application | 29/09/2023 |
| Query No / Year                        | 02032002488726/2023                                                                                                                  |                     |            |
| Transaction                            | [0110] Sale, Development Agreement or Construction agreement                                                                         |                     |            |
| Applicant Name of QueryNo              | Mr Rajdeep Goswami                                                                                                                   |                     |            |
| Stampduty Payable                      | Rs.40,061/-                                                                                                                          |                     |            |
| Registration Fees Payable              | Rs.12,841/-                                                                                                                          |                     |            |
| Applicant Name of the Visit Commission | Mr Rajdeep Goswami                                                                                                                   |                     |            |
| Applicant Address                      | burdwan                                                                                                                              |                     |            |
| Place of Commission                    | BYPASS TEJGANJ MORE, City:- Burdwan, P.O:- NUTANGANJ, P.S:- Bardhaman<br>District:-Purba Bardhaman, West Bengal, India, PIN:- 713102 |                     |            |
| Expected Date and Time of Commission   | 01/10/2023 10:00 AM                                                                                                                  |                     |            |
| Fee Details                            | J1: 250/-, J2: 300/-, PTA-J(2): 0/-, Total Fees Paid: 550/-                                                                          |                     |            |
| Remarks                                |                                                                                                                                      |                     |            |



Government of West Bengal

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

OFFICE OF THE A.D.S.R. Bardhaman, District Name :Purba Bardhaman

Signature / LTI Sheet of Query No/Year 02032002488726/2023

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           |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------|
| 1      | Mr NIVEDITA DAS<br>PURBAPALLI<br>BARANILPUR MORE,<br>City:- Burdwan, P.O:-<br>SRIPALLY, P.S:-<br>Bardhaman<br>, District:-Purba<br>Bardhaman, West<br>Bengal, India, PIN:-<br>713103 | Land Lord                                                                 |    |    | Nivedita Das<br>1.10.23       |
| SI No. | Name of the Executant                                                                                                                                                                | Category                                                                  | Photo                                                                               | Finger Print                                                                         | Signature with date           |
| 2      | Mr UMASANKAR KES<br>JORAMANDIR,<br>BURDWAN, City:-<br>Burdwan, P.O:-<br>BURDWAN, P.S:-<br>Bardhaman<br>, District:-Purba<br>Bardhaman, West<br>Bengal, India, PIN:-<br>713101        | Represent<br>ative of<br>Developer<br>[SUNDAR<br>AM<br>CONSTR<br>UCTION ] |  |  | Uma Sankar Kes.<br>01/10/2023 |

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

| S <sup>r</sup><br>No. | Name of the Executant                                                                                                                                                                 | Category                                                                  | Photo                                                                             | Finger Print                                                                        | Signature with<br>date       |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------|
| 3                     | Mr SUSHOBHAN KESH<br>BYPASS TEJGANJ<br>MORE, City:- Burdwan,<br>P.O:- NUTANGANJ,<br>P.S:-Bardhaman<br>, District:-Purba<br>Bardhaman, West<br>Bengal, India, PIN:-<br>713102          | Represent<br>ative of<br>Developer<br>[SUNDAR<br>AM<br>CONSTR<br>UCTION ] |  |   | Sushobhan Kesh<br>01/10/2023 |
| Sl<br>No.             | Name and Address<br>of identifier                                                                                                                                                     | Identifier of                                                             | Photo                                                                             | Finger Print                                                                        | Signature with<br>date       |
| 1                     | Mr SK SAHIL<br>Son of Mr SK<br>MORSED<br>NERODIGHI, City:-<br>Burdwan, P.O:-<br>BURDWAN, P.S:-<br>Bardhaman<br>, District:-Purba<br>Bardhaman, West<br>Bengal, India, PIN:-<br>713101 | Mr NIVEDITA DAS, Mr<br>UMASANKAR KES, Mr<br>SUSHOBHAN KESH                |  |  | Sk. Sahil<br>01/10/23        |

(Sanjit Sardar)

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



FOR SUNDARAM CONSTRUCTION  
Uma Sankar Mishra

PARTNER

FOR SUNDARAM CONSTRUCTION  
Sushobhan Kish

PARTNER

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SUSHOBHAN KESH

ASHOKE KESH

17/07/1998

परमार्थपत्र संख्या

BRXPK3152L

Sushobhan Kesh



In case this card is lost / found, kindly inform / return to:  
Income Tax PAN Services Unit, 1/115L,  
Plot 260, 3, Sector 11, CHD Badli,  
New Mumbai - 400 614.

इस कार्ड के खोने/प्राप्त होने की सूचना भविष्य में/वापस  
करके आने के लिए कृपया सूचित करें।  
प्लॉट 260, 3, सेक्टर 11, चिड बडली,  
नई मुंबई - 400 614।

Sushobhan Kesh

  
 ভারতের নির্বাচন কমিশন  
 भारत का  
 ELECTION COMMISSION OF INDIA  
 IDENTITY CARD  
 UWX1621432




নির্বাচকের নাম : সুশোভন কেশ  
 Elector's Name : Sushobhan Kesh  
 পিতার নাম : অশোক কুমার কেশ  
 Father's Name : Ashok Kumar Kesh  
 লিঙ্গ/Sex : পু/ M  
 জন্ম তারিখ  
 Date of Birth : 17/07/1990

UWX1621432

ঠিকানা:  
 টেঙ্গানু, নুতঙ্গানু ওয়ার্ড নং-১৭, বরুয়ান (সাদার),  
 বরুয়ান-৭১৩১০২

Address:  
 TEJGANJ, NUTANGANJ WORD NO-17,  
 BURDWAN (SADAR), BURDWAN-713102

*(Handwritten Signature)*

Date: 28/01/2014

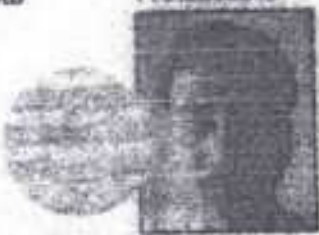
260-বরুয়ান দক্ষিণ কেন্দ্রের নির্বাচন নিয়ন্ত্রক  
 (ফ্যাক্স) স্বাক্ষর  
 Facsimile Signature of the Electoral  
 Registration Officer for  
 260-Burdwan Dakshin Constituency

(এই কার্ডটি শুধুমাত্র নির্বাচন প্রকল্পের জন্যই ব্যবহার করা হবে এবং এটি  
 নির্বাচন প্রকল্পের অধীনে রাখা হবে এবং এটি  
 বিধিমালা অনুযায়ী রাখা হবে)  
 In case of change in address mention the Card No.  
 in the relevant Form for including your name in the  
 list at the changed address and to obtain the card  
 with same number.

Sushobhan Kesh

  
**ELECTION COMMISSION OF INDIA**  
 ভারতের নির্বাচন কমিশন

**IDENTITY CARD**      FKH2992949  
 পরিচয় পত্র



Elector's Name    Umeshanker Kesh  
 নির্বাচনকারীর নাম    উমেশঙ্কর কেশ  
 Father's Name    Sitwanath Kesh  
 পিতার নাম    সিত্বনাথ কেশ  
 Sex    M  
 নিব    পু  
 Age as on 1.1.2005    35  
 ১.১.২০০৫-এ বয়স    ৩৫

Address:  
 Mirzapur Road 29 Bardhaman Sadar Burdwan 713102

Date:  
 Mirzapur Date 11-05-2005 11:51 AM

For the Signature  
 Electoral Registration Officer  
 Bardhaman South

Assembly Constituency: 271-Bardhaman South  
 Electoral District No: 415-বর্ধমান দক্ষিণ  
 District: Bardhaman      পিও: ৩৫৫  
 Date: 11.05.2005      বই: ১২.৭১.১০১৫

Uma Saukar Kesh.

आयकर विभाग  
INCOME TAX DEPARTMENT

UMA SANKAR KES

BISWANATH KES

10/01/1969

Particulars of account number

AKIPK2379J

Uma Sankar Kes

10/01/1969

भारत सरकार  
GOVT. OF INDIA



आयकर विभाग, नया दिल्ली / भारत  
आयकर विभाग, नया दिल्ली / भारत  
आयकर विभाग, नया दिल्ली / भारत  
आयकर विभाग, नया दिल्ली / भारत  
आयकर विभाग, नया दिल्ली / भारत

Income Tax Department, New Delhi / भारत  
Income Tax Department, New Delhi / भारत  
Income Tax Department, New Delhi / भारत  
Income Tax Department, New Delhi / भारत  
Income Tax Department, New Delhi / भारत

For 10/01/1969, New Delhi / भारत  
For 10/01/1969, New Delhi / भारत  
For 10/01/1969, New Delhi / भारत  
For 10/01/1969, New Delhi / भारत  
For 10/01/1969, New Delhi / भारत

Uma Sankar Kes.





भारत सरकार

GOVERNMENT OF INDIA



Nivedita Das  
DOB: 26/12/1952  
FEMALE



9531 0130 7937

Aadhaar-Aam Admi ka Adhikar



भारतीय विनिष्ठा वृहत्तान प्राधिकरण  
भारतीय विनिष्ठा वृहत्तान प्राधिकरण

भारतीय विनिष्ठा वृहत्तान प्राधिकरण

Address

W/O: Late Panchu Gopal Das,  
BARANILPUR, PURBA PALLY, SRIPALLY,  
BURDWAN, Bardhaman (m),  
Bardhaman,  
West Bengal - 713103



1947  
1800 305 1947



help@uidai.gov.in



www.uidai.gov.in

P.O. Box No. 1947,  
Bengaluru-560 081

Nivedita Das.



भारत सरकार  
Government of India



নাম / Name  
SK. SAHIL  
পিতা : SK. MORSED  
Father : SK. MORSED  
জন্ম তারিখ / DOB: 15/09/1987  
পুং / Male



4603 7273 7204

आधार - সাধারণ মানুষের অধিকার



भारत सरकार  
Unique Identification Authority of India

पिनकोड, जेठपली, बरहमन, बर्हमन  
পিনকোড, নরোদগি, বরহমান, বর্ধমান

Address: NERODIGHI,  
Rayan, Bardhaman,  
Burdwan, West Bengal,  
713101

4603 7273 7204





SK. Sahil

### Major Information of the Deed

|                                                              |                                                                                                                                                                                                               |                                               |            |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------|
| Deed No :                                                    | I-0203-09196/2023                                                                                                                                                                                             | Date of Registration                          | 30/11/2023 |
| Query No / Year                                              | 0203-2002488726/2023                                                                                                                                                                                          | Office where deed is registered               |            |
| Query Date                                                   | 29/09/2023 1:13:36 PM                                                                                                                                                                                         | A.D.S.R. Bardhaman, District: Purba Bardhaman |            |
| Applicant Name, Address & Other Details                      | Rajdeep Goswami<br>Bardhaman Court, Thana : Bardhaman<br>District : Purba Bardhaman, WEST BENGAL, Mobile No. : 9002354575, Status : Advocate                                                                  |                                               |            |
| Transaction                                                  | Additional Transaction                                                                                                                                                                                        |                                               |            |
| [0110] Sale, Development Agreement or Construction agreement | [4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 12,82,000/-] |                                               |            |
| Set Forth value                                              | Market Value                                                                                                                                                                                                  |                                               |            |
|                                                              | Rs. 2,08,09,090/-                                                                                                                                                                                             |                                               |            |
| Stamp duty Paid(SD)                                          | Registration Fee Paid                                                                                                                                                                                         |                                               |            |
| Rs. 40,061/- (Article:48(g))                                 | Rs. 12,841/- (Article:E, E, E.)                                                                                                                                                                               |                                               |            |
| Remarks                                                      | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)                                                                                                                |                                               |            |

### Land Details :

District: Purba Bardhaman, P.S:- Bardhaman, Municipality: BURDWAN, Road: G.T. Road, Road Zone : (Parcus Rd to - Parbirhata Police line), Mouza: Balidanga, Ward No: 12 JI No: 35, Pin Code : 713101

| Sch No        | Plot Number      | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details                                            |
|---------------|------------------|----------------|---------------|---------|--------------|-------------------------|-----------------------|----------------------------------------------------------|
| L1            | LR-1358 (RS :- ) | LR-10266       | Bastu         | Bastu   | 10.9 Dec     |                         | 2,08,09,090/-         | Width of Approach Road: 150 Ft., Adjacent to Metal Road, |
| Grand Total : |                  |                |               |         | 10.9Dec      | 0/-                     | 208,09,090/-          |                                                          |

### Land Lord Details :

| Sl No | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Mr NIVEDITA DAS (Presentant )<br>Wife of PANCHUGOPAL DAS PURBAPALLI BARANILPUR MORE, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman<br>District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: FSxxxxxx7G,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 01/10/2023<br>Admitted by: Self, Date of Admission: 01/10/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/10/2023<br>Admitted by: Self, Date of Admission: 01/10/2023 ,Place : Pvt. Residence |

#### Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                                |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>SUNDARAM CONSTRUCTION</b><br>103 MITHAPUKUR ROAD, City:- Burdwan, P.O:- RAJBATI, P.S:-Bardhaman<br>District:-Purba Bardhaman, West Bengal, India, PIN:- 713104 , PAN No.:: AExxxxxx9K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

#### Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                                                                                                                                                |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>Mr UMASANKAR KES</b><br>Son of Late BISWANATH KESH JORAMANDIR, BURDWAN, City:- Burdwan, P.O:- BURDWAN, P.S:- Bardhaman<br>District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx9J,Aadhaar No Not Provided by UIDAI<br>Status : Representative, Representative of : SUNDARAM CONSTRUCTION |
| 2     | <b>Mr SUSHOBHAN KESH</b><br>Son of ASOK KUMAR KESH BYPASS TEJGANJ MORE, City:- Burdwan, P.O:- NUTANGANJ, P.S:- Bardhaman<br>District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BRxxxxxx2L,Aadhaar No Not Provided by UIDAI<br>Status : Representative, Representative of : SUNDARAM CONSTRUCTION  |

#### Identifier Details :

| Name                                                                                                                                                                 | Photo | Finger Print | Signature |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------|-----------|
| <b>Mr SK SAHIL</b><br>Son of Mr SK MORSED<br>NERODIGHI, City:- Burdwan, P.O:- BURDWAN, P.S:-Bardhaman<br>District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 |       |              |           |
| Identifier Of Mr NIVEDITA DAS, Mr UMASANKAR KES, Mr SUSHOBHAN KESH                                                                                                   |       |              |           |

#### Transfer of property for L1

| Sl.No | From            | To, with area (Name-Area)      |
|-------|-----------------|--------------------------------|
| 1     | Mr NIVEDITA DAS | SUNDARAM CONSTRUCTION-10.9 Dec |

#### Land Details as per Land Record

District: Purba Bardhaman, P.S:- Bardhaman, Municipality: BURDWAN, Road: G.T. Road, Road Zone : (Parcus Rd to -- Parbirhata Police line) , Mouza: Balidanga, , Ward No: 12 JI No: 35, Pin Code : 713101

| Sch No | Plot & Khatian Number                    | Details Of Land | Owner name in English as selected by Applicant     |
|--------|------------------------------------------|-----------------|----------------------------------------------------|
| L1     | LR Plot No:- 1358, LR Khatian No:- 10266 |                 | Seller is not the recorded Owner as per Applicant. |

On 29-09-2023

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,08,09,090/-



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

On 01-10-2023

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

Presented for registration at 11:15 hrs on 01-10-2023, at the Private residence by Mr NIVEDITA DAS ,Executant.

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

Execution is admitted on 01/10/2023 by Mr NIVEDITA DAS, PANCHUGOPAL DAS, PURBAPALLI BARANILPUR MORE, P.O: SRIPALLY, Thana: Bardhaman  
.. City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession House wife

Indetified by Mr SK SAHIL, . . Son of Mr SK MORSED, NERODIGHI, P.O: BURDWAN, Thana: Bardhaman  
.. City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Muslim, by profession Others

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

Execution is admitted on 01-10-2023 by Mr UMASANKAR KES,

Indetified by Mr SK SAHIL, . . Son of Mr SK MORSED, NERODIGHI, P.O: BURDWAN, Thana: Bardhaman  
.. City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Muslim, by profession Others

Execution is admitted on 01-10-2023 by Mr SUSHOBHAN KESH,

Indetified by Mr SK SAHIL, . . Son of Mr SK MORSED, NERODIGHI, P.O: BURDWAN, Thana: Bardhaman  
.. City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Muslim, by profession Others



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

On 29-11-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 12,841.00/- ( B = Rs 12,820.00/- ,E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 7.00/-, by online = Rs 12,834/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 29/11/2023 4:18PM with Govt. Ref. No: 192023240299989548 on 29-11-2023, Amount Rs: 12,834/-, Bank: SBI EPay ( SBIEPay), Ref. No. 6378799747520 on 29-11-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,061/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,061/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 4439, Amount: Rs.5,000.00/-, Date of Purchase: 29/09/2023, Vendor name: Sk Salauddin

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 29/11/2023 4:18PM with Govt. Ref. No: 192023240299989548 on 29-11-2023, Amount Rs: 35,061/-, Bank: SBI EPay (SBIPay), Ref. No. 6378799747520 on 29-11-2023, Head of Account 0030-02-103-003-02



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

On 30-11-2023

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

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



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 020309196 for the year 2023.



Digitally signed by SANJIT SARDAR  
Date: 2023.11.30 17:14:15 +05:30  
Reason: Digital Signing of Deed.

(Sanjit Sardar) 30/11/2023

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