



V 001897

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

2.42 &
29/25/20/22
28/9/22

Additional District Sub-Registrar
BURDWAN

08 DEC 2022

This Deed of Agreement for Development along with Development Power of Attorney is made on this 28 th day of September 2022 at Burdwan
BETWEEN

1) SRI SUSANTA KUMAR GHOSH (PAN: ADIPG5083E) son of Late Sanat Kumar Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101,

2) SRI SAMIR KUMAR GHOSH (PAN: ADIPG5081G) son of Late Sanat Kumar Ghosh, by faith Hindu, nationality Indian, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101,

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Sri. H. H. S. Ghosh

26.9.2022

ক্রমিক নং 17177 তারিখ —

ক্রেতা Susanta K. Ghosh -

সাকিম Burdwan

ট্রান্স্পার মূল্য 1000/-

23.9.2022

বর্তমান ট্রান্সারী ১নং ট্রান্সপার দ্বারা তারিখ

ট্রান্সপার ডেভলপার-সঞ্জয় জ্যোতিষ

বেঙ্গাল জল আদানত (বর্তমান)

আইসিএস নং-১/২০০৪-০৫

Sanjay Acharya



A

Additional District Sub-Registrar
BURDWAN

28 SEP 2022

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3) **SRI MONOJ KUMAR GHOSH (PAN: ADIPG5078P)** son of Late Sanat Kumar Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101,

hereinafter called the **OWNERS / EXECUTANTS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/their heirs, executors, administrators, legal representatives, assigns, nominee or nominees) of the **FIRST PART**.

AND

CREATIVE INFRA & DEVELOPMENT (Pan No. AARFC8869L) (a Partnership Firm) having its registered office at Kamala Kamini lane P.O Natungang, P.S Burdwan Sadar, Dist Purba Barddhaman, West Bengal 713102, represented by its Partners-

1) **SRI DURGACHARAN BANERJEE (Pan No. AHAPB5249H)** son of Late Dabi Charan Banerjee, nationality Indian, by faith Hindu, by occupation Business, resident of Ramkrishnapally, Kalitala Lane, kalna Road, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101,

2) **SRI ARUP KUMAR ROY (Pan No. ACOPR4190E)** son of Late Rama Prasad Roy, nationality Indian, by faith Hindu, by occupation Business, resident of 133A, R.C Das Road, Ranisayar South, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101,

3) **SRI AVISHEK ROY (Pan No. AIDPR8239H)** son of SriAsit Baran Roy, nationality Indian, by faith Hindu, by occupation Business, resident of Sashibhasun Bose Road, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101,

4) **SRI SOHAM ROY (Pan No. AWUPR5765N)** son of SriAsit Baran Roy, nationality Indian, by faith Hindu, by occupation Business, resident of Sashibhasun Bose Road, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101,

hereinafter called the **DEVELOPER FIRM** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assignies) of the **OTHER PART**.

WHEREAS the OWNERS i.e. the First Part is absolutely seized and possessed of the property described in the "A" Schedule below and have acquired a good & absolute right title interest & possession over the "A" schedule property.

AND WHEREAS the entire plot of land was belonged to Raghunath Jew Thakur represented by Sabayet Monohar Das Mohanta and Lala Mukti Prakash Nanday, Lala Saraju Prakash Nanday, Lala Amiya Prakash Nanday, Lala Bibhuti Prakash Nanday & Tulshi Daye Davi and their names were duly recorded in the C.S R.O.R being Khatian No. 943 of Mouza Radhanagar.

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AND WHEREAS the said Raghunath Jew Thakur represented by Sabayet Monohar Das Mohanta along with Lala Saraju Prakash Nanday, Lala Smriti Prakash Nanday, Lala Prakiti Prakash Nanday, Tulshi Daye Davi & Susuma Prakash Nanday son of Lala Mukti Prakash Nanday, for their legal necessity and for the welfare of the daity, transfered 835 cent of land in respect of R.S Plot No. 4701 AND 2.285 cents of land in respect of R.S Plot no 4752 of Mouza Radhanagar in favour of Manindra Nath Mondal, Mrigrandra Nath Mondal, Annapurna Mondal & Bholanath Mondal by dint of a registered Deed of Sale, which was executed on 03/09/1957 and registered 09/09/1957 at D.S.R Burdwan, Vide Sale Deed No. 6064 for 1957.

AND WHEREAS the names of Manindra Nath Mondal, Mrigrandra Nath Mondal, Annapurna Mondal & Bholanath Mondal was recorded in the R.S.R.O.R being khatian nos. 1774, 1779, 1781 & 1924 of mouza Radhanagar

AND WHEREAS the said Bholanath Mondal as rightful owner transferred his 900 Sq. Ft. of land in respect of C.S & R.S Plot no. 4701 & 4752 of Mouza Radhanagar in favour of Jiban Krishna Dutta by dint of a Registered Deed of Sale being no. 4841 for 1959 of D.S.R Burdwan

AND WHEREAS the said Jiban Krishna Dutta as rightful owner transferred his aforesaid purchased property in favour of Sanat Kumar Ghosh by dint of a registered Deed of Sale, which was executed and registered on 12/11/1960 being Deed no 7240 for 1960 of D.S.R Burdwan

AND WHEREAS the said Bholanath Mondal executed a will in favour of Sanat Kumar Ghosh on 12/12/1956 in respect of his share over the aforesaid property and after his demised the said Sanat Kumar Ghosh filled a Will Probate case being no 274 of 1980 before the competent court of law and after hearing of the same the Ld District Judge Burdwan granted Will Probate in favour of Sanat Kumar Ghosh.

AND WHEREAS the R.S recorded owners Annapurna Mondal was a name lender of Khagendranath Mondal.

AND WHEREAS the said Khagendranath Mondal died leaving behind his six sons namely Anil Kumar Mondal, Bejoy Kumar Mondal, Deba Prasad Mondal, Sunil Kumar Mondal, Bimal Kumar Mondal & Amal Kumar Mondal.

AND WHEREAS the Monindranath Mondal was died in 1972 leaving behind his three sons namely Sudhir Kumar Mondal, Subodh Kumar Mondal & Amiya Kumar Mondal and four daughters namely Sushma Pal Anima Ghosh Sudha Sur and Pratima Ghosh and the said daughters transferred their shares in favour of Sudhir Kumar Mondal, Subodh Kumar Mondal & Amiya Kumar Mondal by dint of four registered Deed of Gift dated 16/12/1976, 28/05/1976, 19/05/1974 & 16/04/1974 and the said Sudhir Kumar Mondal, Subodh Kumar Mondal & Amiya Kumar Mondal became the

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owners and in possession of undivided $\frac{1}{4}$ share over the aforesaid property of Monindranath Mondal.

AND WHEREAS the Mrigrandranath Mondal was a name lender for his sons namely Ajit Kumar Mondal, Ranjit Kumar Mondal, Monojit Kumar Mondal, Asit Kumar Mondal, Adhir Kumar Mondal & Probhat Kumar Mondal.

AND WHEREAS the said co sharer namely Sudhir Kumar Mondal, Subodh Kumar Mondal, Amiya Kumar Mondal, Ajit Kumar Mondal, Ranjit Kumar Mondal, Monojit Kumar Mondal, Asit Kumar Mondal, Adhir Kumar Mondal, Anil Kumar Mondal, Bejoy Kumar Mondal, Deba Prasad Mondal, Sunil Kumar Mondal, Bimal Kumar Mondal & Amal Kumar Mondal filled a Title (Partition) Suit being no 166 for 1982 before the Ld Court of Sub Judge Burdwan against Sanat Kumar Ghosh & Prabhat Kumar Mondal and the said suit was decreed in final form on the basis of solenama with Map and the same is the part if the decree.

AND WHEREAS on the basis of the said Solenama in connection with the Title (Partition) Suit being no 166 for 1982 before the Ld Court of Sub Judge Burdwan, the said Sanat Kumar Ghosh specifically got A & A1 marks of the property, which is shown in Green colour of the map annexed with the solenama.

AND WHEREAS the name of Sanat Kumar Ghosh was duly recorded in the L.R.R.O.R being Khatian no 5611 of Mouza Radhanagar.

AND WHEREAS the said Sanat Kumar Ghosh died on 24/06/2007 leaving behind his wife Anima Rani Ghosh and three sons namely Susanta Kumar Ghosh, Samir Kumar Ghosh & Monoj Kumar Ghosh and their names was duly recorded in the L.R.R.O.R being Khatian nos 7532, 7503, 7504 & 7505 of Mouza Radhanagar.

AND WHEREAS the said Anima Rani Ghosh and her three sons namely Susanta Kumar Ghosh, Samir Kumar Ghosh & Monoj Kumar Ghosh converted the "A" schedule property from Pukur to Viti vide Conversion Case 43 - 46 for 2011 and the Office of D.L. & L.R.O. Burdwan vide Memo No. 43 to 46/2011/402/LM/2014 dated 23/05/2014.

AND WHEREAS the said Anima Rani Ghosh died on 12/09/2014 leaving behind her three sons namely Susanta Kumar Ghosh, Samir Kumar Ghosh & Monoj Kumar Ghosh.

AND WHEREAS the said Susanta Kumar Ghosh, Samir Kumar Ghosh & Monoj Kumar Ghosh as Owners and in Possession over the "A" schedule property, have mutated their names in the office of B.L&L.R.O Burdwan and also in the office of Burdwan Municipality and their names are duly recorded in the L.R.R.O.R being Khatian nos 7503, 7504 & 7505 of Mouza Radhanagar.

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plot and have no connection with the other plots, which is mentioned & marked as A & A1 schedule in the solenama petition in connection with Title (Partition) Suit being no 166 for 1982 before the Ld Court of Sub Judge Burdwan.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE - I

Definitions Unless in these presents there is something in the subject of context inconsistent with.

- 1.1. **PREMISES** shall mean ALL THAT piece and parcel of the Bastu class of land a little more or less 0.157 Acres comprising in R.S. Plot No. 4701 (Four Thousand Seven Hundred One), L.R. Plot No. 4570/4584 (Four Thousand Five Hundred Seventy / Four Thousand Five Hundred Eighty Four), appertaining R.S. Khatian No. 1774 (One Thousand Seven Hundred Seventy Four), L.R. Khatian Nos. 7503 (Seven Thousand Five Hundred Three), 7504 (Seven Thousand Five Hundred Four) & 7505 (Seven Thousand Five Hundred Five), lying and situate at Mouza Radhanagar, J.L. No. 39 (Thirty Nine) within the jurisdiction of Burdwan Municipality Ward No. 34 under Holding No. 72, B.L Hati Road Mohalla, A.DS.R. Office & P.S. Burdwan Sadar, Dist.Purba Bardhaman, in the State of West Bengal.
- 1.2 **OWNERS** shall means 1) **SRI SUSANTA KUMAR GHOSH** son of Late Sanat Kumar Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101, 2) **SRI SAMIR KUMAR GHOSH** son of Late Sanat Kumar Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101, 3) **SRI MONOJ KUMAR GHOSH** son of Late Sanat Kumar Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/their heirs, executors, administrators, legal representatives, assigns, nominee or nominees)
- 1.3 **DEVELOPER** shall means **CREATIVE INFRA & DEVELOPMENT** (a Pratership Firm) having its registered office at Kamala Kamini Lane P.O Natungang, P.S Burdwan Sadar, Dist Purba Barddhaman, West Bengal 713102, represented by its Partners - 1) **SRI DURGACHARAN BANERJEE** son of Late Dabi Charan Banerjee, nationality Indian, by faith Hindu, by occupation Business, resident of Ramkrishnapally, Kalitala Lane, kalna Road, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal - 713101, 2) **SRI ARUP KUMAR ROY** son of Late Rama Prasad Roy, nationality

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Sri Hari Prasad

Indian, by faith Hindu, by occupation Business, resident of 133A, R.C Das Road, Ranisayar South, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101, 3) **SRI AVISHEK ROY** son of Sri Asit Baran Roy, nationality Indian, by faith Hindu, by occupation Business, resident of Sashibhasun Bose Road, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101, 4) **SRI SOHAM ROY** son of Sri Asit Baran Roy, nationality Indian, by faith Hindu, by occupation Business, resident of Sashibhasun Bose Road, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101, hereinafter called the **DEVELOPER**, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assignees)

- 1.4 **BUILDING** shall mean proposed **G+IV** storied residential building would be constructed over the "A" schedule property with such necessary additional structures in accordance with the plan/plans sanctioned by Burdwan Municipality and other authorities for construction of flats/units/car parking spaces over the "A" schedule property.
- 1.5 **ARCHITECT** shall mean any technically experienced qualified person/ persons of the firm to be appointed by the Developer as Architect for construction of **G+IV** storied residential building under construction over the "A" schedule.
- 1.6 **BUILDING PLAN** shall mean the plan/drawings of the proposed **G+IV** storied residential building to be prepared by the Architect and to be submitted by the Owners to the Burdwan Municipality for proposed construction of the **G+IV** storied residential building over the "A" schedule property with such variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and the Developer will take steps for getting it.
- 1.7 **COMMON FACILITIES PORTIONS** shall include paths, passages, lift, roofs, foundations, columns, beams, supports, main wall, corridors, lobbies, entrances & exits, tanks, motors, pump and such other spaces and facilities whatsoever required for the establishment, location, common enjoyment, provision, management and/or maintenance of the buildings as shall be determined by the Developer and the Owners of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Society is formed and take charge of the same.
- 1.8 **CONSTRUCTED SPACE** shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.

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- 1.9 **OWNERS' ALLOCATION** shall mean and include undivided 40% share of the **Flat Area** and the **Car parking space** of the proposed **G+IV** storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property. That out of their Flat allocations, the OWNERS will get **Flat Nos. C & E** on the **First Floor**, **Flat Nos. D & E** on the **Second Floor**, **Flat Nos. C & D** on the **Third Floor**, **Flat Nos. A & B** on the **Fourth Floor** and after allotment of the aforesaid Flats, if any share remain on their parts, the same will be adjusted by market valuation. Be it mentioned here that if any deviation occurs then the same will be mutually adjusted as on this day by executing separate supplementary agreement.
- 1.10 **DEVELOPER'S ALLOCATION** shall mean excepting the Owners' allocation, the remaining 60% share of the **Flat Area** and the **Car parking space** of the proposed **G+IV** storied residential building to be constructed over the "A" schedule property as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures subject to sanction of total F.A.R.
- 1.11 **SALEABLE SPACE** means the space in the entire building, which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 **COVERED AREA** shall mean the plinth area of the said 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 units/flats/parking space then one - half of the area under such wall shall be included in each Unit/Flat.
- 1.13 **UNDIVIDED SHARE** shall mean the undivided proportionate share in the land attributable to the each flat/unit/parking space comprised in the said property and the common portions held by and/or here in agreed to be sold to the respective purchaser/s and also wherever the context permits.
- 1.14 **TRANSFEREE** shall mean the person to whom any may space in the building has been transferred or is proposed to be transferred.
- 1.15 **TRANSFER** with its grammatical, variations shall mean and include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to purchaser/s thereof and will

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include the meaning of the said terms as defined in the Income Tax Act, 1961 and the Transfer of property Act.

- 1.16 **CO - OWNER** shall according to its context mean and include all persons who acquire or agree to acquire Units/Flats/Parking Spaces in the Building, including the Developer for the Units/Flats/Parking Spaces not alienated or agreed to be alienated.
- 1.17 **COMMON EXPENSES** shall include all expenses to be incurred by the co-owners for the maintenance, management and upkeep of the building over the schedule property for common purposes.
- 1.18 **COMMON FACILITIES AND AMENITIES** shall mean the Corridors, Ways, Stair, Stair Passage Ways, Drive Ways, Lift, Roof, Pump, Tube well, submersible pump, Under ground reservoir and Overhead tank, Meter Space, Septic Tank, Boundary Wall and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment, maintenance and/or management of the Building in common.
- 1.19 **COMMON PURPOSES** shall mean the purpose of managing and maintaining the building over the schedule property 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 portions.
- 1.20 **SUPER BUILT-UP AREA** shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of **25% (Twenty Five Percent)** of the built-up and/or the covered area of the Unit/Flat.
- 1.21 **UNIT/FLAT** shall according to the context, mean all Purchaser/Purchasers and/or intending Purchaser/s of different Unit/s/Flat/s in the Building and shall also include the Developer herein and the Owner herein in respect of such Unit/s/Flat/s which are retained and/or not alienated and/or not agreed to be alienated of the time being.
- 1.22 **DEVELOPER'S ADVOCATE** shall mean SRI SURAJIT HAZRA of Burdwan District Judges' Court Burdwan, 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.

Sri Surajit Hazra Adv

ARTICLE - II

THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS

- 2.1 That the Owners are the absolute owners of the said property and lawfully entitled to the same and no dispute or proceedings is pending in respect thereof any part or portion thereof.
- 2.2 That there is no arrear of taxes and/or other levies of impositions of the said property due and payable to any statutory authority.
- 2.3 That no proceeding for acquisition of the said property or any portion thereof is pending nor has any notice been received in respect thereof.
- 2.4 That the said land is not a Debottor or Pirottor property or Vested to the State of West Bengal.
- 2.5 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.
- 2.6 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.
- 2.7 That the said property hereunder given for development does not in any way attract the mischief of the Urban Land (Ceiling and Regulation) Act. However, in case of necessity the Owners undertake to procure and produce proper permission or No-Objection from the competent authority under the said Act.
- 2.8 The Owners shall supply all original documentary evidences in respect of the property to the Developer.
- 2.9 The Owners shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the multi- storied building and pay all arrears of taxes and/or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
- 2.10 The Owners shall vacate the said property/premises on the date of execution of the present agreement.

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ARTICLE - III

THE DEVELOPER FIRM ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS

- 3.1 The Developer has vast experience relating to construction and sufficient fund and enough competence to complete the building as per terms of this agreement within the stipulated period.
- 3.2 The Developer on good faith is satisfied with regard to the Owners' title over the schedule property according to the oral assurance and representations made by the Owners.
- 3.3 In case there is any damage to the building or unforeseen situation happens to any workmen, labourers in course of construction, the Developer will personally liable for the same and shall indemnify the Ownes from all costs, consequences and damages arising thereof.
- 3.4 The Owners will not be liable for any act, deeds and things on the part of the Developer regarding construction & development of the property.
- 3.5 The Developer shall at it's own costs & expenses apply and obtain all necessary permission certificates from all appropriate authority or authorities as may be required for the purpose of completion of the said building in the said premises.
- 3.6 The Developer shall at its own costs complete the proposed construction of the **G+IV** storied residential building over the schedule property by amalgamating the entire property into one holding.
- 3.7 The Developer acting on behalf of the Owners as Attorney and shall from time to time submit all further plans and/or applications and other documents and papers with the consent of the Architect and the Owners and do all further acts, deeds and things as may be required or otherwise relevant for the purpose and/or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the building expeditiously and without delay.
- 3.8 The applications, plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owners. All fees and other expenses incurred and/or to be incurred relating to the preparation of the plans by the Architect, Sanction fee charged or to be charged by the competent authority and supervision in the course of construction of the Building by the Architect shall be borne and paid by the

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Developer. All other costs and charges and expenses related to the construction of the building shall also be borne and paid by the Developer.

3.9 The Owners shall be entitled to periodically supervise the progress of construction of the Building over the property.

3.10 That the Developer has every right to amalgamate and/or to modify and/ or to alter the building plan and also have right to submit supplementary Building Plan for the purpose of completion of construction of the proposed multi-storied residential building over the "A" schedule property mentioned hereunder after due discussion of the Owners and if in any case any consent in writing or signature of the Owners is required for the said purpose the Owners shall sign the same and also shall co-operate in all matters in respect of getting supplementary sanction of Building Plan.

ARTICLE - IV

OCCUPANT

4.1 All the areas to be vacated by the Owners in all respect and give permission to the Developer for the purpose of proposed construction of **G+IV** storied building as per sanctioned of building plan issued by Burdwan Municipality.

ARTICLE - V

COST OF CONSTRUCTION / COMPLETION

5.1 The entire cost of construction of the building or whatsoever nature shall be borne by the Developer and such costs 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 permissions and approvals. The Owners shall not be required to contribute any amount in that regard.

5.2 The Developer shall complete the proposed construction within **Thirty months** from the date of sanctioned of building plan issued by Burdwan Municipality.

ARTICLE - VI

POSSESSION AND PAYMENT

6.1 The Owners shall put the Developer in the exclusive possession to the said property as agreed upon on the date of execution of the present agreement.

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- 6.2 That the Developer shall be entitled to collect and realize consideration money for and on behalf of the Owners from the intending purchaser/s for flats/units/parking spaces, price of the undivided proportionate and impartible share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common areas.
- 6.3 That the Developer shall be entitled to collect the price of the undivided proportionate and impartible share or interest in the said land and cost of construction so far it relates to its allocation.
- 6.4 The Flats will not be considered as complete unless the Developer has given notice to this effect to the Flat Owners and the said building shall be deemed to be completed in all regards on receipt of possession by each owners of the flats/units/car parking spaces.

ARTICLE - VII

DEVELOPER'S OBLIGATION

- 7.1 The Developer shall complete the proposed **G+IV** storied residential building **30 (Thirty) months** from the date of sanctioned of building plan issued by Burdwan Municipality and deliver the possession after completing in all respect.
- 7.2 The Developer after consulting with the Owners and as per mutual understanding, shall have power to make any deviation of sanctioned plan of the said building over the "A" schedule property after obtaining permission from the concerned authority and the Owners will personally be responsible to give consent of the Developer.

ARTICLE - VIII

SPACE ALLOCATION

- 8.1 That the Owners will get undivided 40% of the **Flat Area** and the **Car parking space** of the proposed **G+IV** storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property. That out of their Flat allocations, the OWNERS will get **Flat Nos. C & E** on the **First Floor**, **Flat Nos. D & E** on the **Second Floor**, **Flat Nos. C & D** on the **Third Floor**, **Flat Nos. A & B** on the **Fourth Floor** and after allotment of the aforesaid Flats, if any share remain on their parts, the same will be adjusted by market valuation and the remaining **60%** of the Flat area and Car Parking space of the proposed **G+IV** storied building as per sanctioned building plan issued by Burdwan Municipality over the

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"A" schedule property, will devolve upon the Developer. Be it mentioned here that if any deviation occurs then the same will be mutually done by executing separate supplementary agreement.

- 8.2 The Developer shall be entitled to deal with sale, transfer, grant lease and/ or in any way dispose of the proposed flats/parking spaces/units and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.
- 8.3 That during pendency of the work if and when the local authority permits to extend any further floor over the existing **G+IV** storied residential building, the ratio of the allocation of the Owners & the Developer will be same as on this day.

ARTICLE - IX

DELIVERY OF POSSESSION

- 9.1 The Developer hereby agrees to give possession after completing the **G+IV** storied residential building in all respect within **30 (Thirty) months** from the date of sanctioned of building plan issued by Burdwan Municipality. The Developer shall not incur any liability for any delay in the delivery of possession by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order.
- 9.2 That the Owners shall execute deed/deeds in respect of their undivided share of interest on the land with building as may be required by the Developer in its favour or in favour of its prospective Buyer/s as nominated by the Developer.

ARTICLE - X

ARCHITECTS, ENGINEERS ETC.

- 10.1 . . . That for the purpose of the development of the schedule property, the Developer shall be alone responsible to appoint Architect for the proposed building and the certificate given by the Architect regarding the standard materials to be used for construction, erection and completion of the building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties.

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Shri Hari Prasad Jaiswal

- 11.7 The Owners shall personally bear all costs relating to the ownership of their property and if any dispute arises regarding their ownership of the property at that time the Owners will bear all costs of the suit/case/proceeding. If the Owners fails to conduct the said suit/case/proceeding at that time the Developer as Attorney will conduct the same and the costs of the suit/case along with related expenses will be deducted from the share of the Owners.
- 11.8 The Developer can not directly mortgage the schedule mentioned property for the purpose of construction & development. But the intending purchaser/purchasers can also take loan by mortgaging his/her/their own proposed Flats/units/car parking spaces.
- 11.9 That the Owners will get undivided 40% of the **Flat Area** and the **Car parking space** of the proposed **G+IV** storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property. That out of their Flat allocations, the OWNERS will get **Flat Nos. C & E** on the **First Floor**, **Flat Nos. D & E** on the **Second Floor**, **Flat Nos. C & D** on the **Third Floor**, **Flat Nos. A & B** on the **Fourth Floor** and after allotment of the aforesaid Flats, if any share remain on their parts, the same will be adjusted by market valuation and the remaining 60% of the Flat area and Car Parking space of the proposed **G+IV** storied building as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property, will devolve upon the Developer. That if any deviation occurs then the same will be mutually done by executing separate supplementary agreement. Furthermore, that if & when the local authority permits to extend any further floor over the existing **G+IV** storied building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the procedure to transfer their proposed allocation will be same as on this day and the same will be done by executing separate supplementary Agreement. Be it mentioned here that if any deviation occurs then the same will be mutually done by executing separate supplementary agreement.

ARTICLE-XII

MAINTENANCE

- 12.1 The Developer shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property from the date of handing over possession by the Owners till completion of the building in all respect.

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- 12.2 The Owners and the Developer and/or the Purchasers will maintain their portion at their own costs in good condition and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common areas.
- 12.3 That after the said building is completed, the Developer will form an Association with the occupants of the various flats and form such rules & regulations as the Developer shall think fit and proper for the maintenance of the said building .
- 12.4 That until such Association is formed, the Developer shall continue to remain responsible for the maintenance and rendition of the common services and all other outgoing payable in respect thereof.

ARTICLE - XIII

OBLIGATIONS OF THE OWNERS

- 13.1 The Owners shall grant a Power of Attorney in favour of the Developer for applying to the competent authority for grant of permission to develop the said property and to construct proposed building in its place as per sanctioned plan and to make & sign all necessary applications & papers before any competent authority regarding development & amalgamation of the property, sanction of building plan, permission for water supply, electricity supply, laying down drainage and for other amenities before the Burdwan Municipality and all other statutory authorities and to appoint Architects, Contractors, Structural Engineers, Surveyors, Advocate, Agent or any other professionals as may be required for proposed the project and 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. Be it mentioned here that the Developer can not directly mortgage the schedule mentioned property for the purpose of construction & development.
- 13.2 The Owners shall sign and execute necessary applications, papers, deeds, documents and do all acts, deeds and things as may be required in order to legally and effectively devolve to the Developer or its nominee title to the Developer's Allocation over the schedule property and for completing the construction work of the building.
- 13.3 The Owners shall also execute Power of Attorney to empower the Developer to negotiate for sale of the proposed flats/units/car parking

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space and other units at the best price available including their allocation and to enter into an agreement for sale with the intending purchasers in the prescribed form and to execute the sale deed in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchaser/s and admit execution thereof on behalf of the Owners and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.

- 13.4 The Owners shall also execute Power of Attorney to empower the Developer to get a co-operative housing society/Association of the flat purchasers in the said new building registered under the Co-operative Societies Act or Societies Registration Act or any other acts and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the Registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate and to engage any advocate or solicitor for the purpose of taking advice and for preparation and execution of documents required to be executed and to pay their fees.
- 13.5 That the Owners shall sign all papers and execute necessary documents for the purpose of completion of the proposed project.
- 13.6 The Owners after considering necessity for the purpose of proposed construction & development, shall execute Supplementary Agreement with the Developer for any further amendments, alternations or modifications, which are not possible to be stated at present.
- 13.7 The Owners hereby agree and undertake not to let out, grant lease, part with possession, mortgage and/or charge the said property or any portion thereof at any time hereafter during the continuance of this agreement without the written consent of the Developer.
- 13.8 The Owners hereby further agree and undertake not do any act, deed, thing whereby the Developer may be prevented from constructing the proposed building and completing the same.
- 13.9 The Owners hereby further agree and undertake not to cause any interference or hindrances in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owners commit any breach, the Owner shall be bound to pay compensation & interest as per banking rate.

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Dr. H. S. J. S. S.

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- 13.10 That if and when the local authority permits to extend any further floor over the existing G+IV storied residential building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the same will be done by executing separate supplementary Agreement
- 13.11 The Owners will personally bear all costs relating to the ownership of their property and if any dispute arises relating their ownership regarding the schedule property at that time the Owners will bear all costs of the suit/ case.
- 13.12 The Owners may advise the Developer regarding the qualitative perfection of the construction work. In the event the Owners has any allegations, complaints about the quality of the construction, they will immediately lodged such complaint in writing before the Arbitrator nominated on consent of both the parties whose shall be final and binding upon both the parties. At no stage the Owners shall have any right to direct for stopping the construction or interfering into the construction work in any manner. If the Owners have no complaint at the time of construction it will be presumed that all construction up to such has been done satisfactorily and the Owners shall have no right to complain regarding construction at a subsequent stage. The Owners shall also be bound to certify the developer for having made construction at per the declared quality. If any construction work is hampered due to intervention of Owners, such intervention shall be deemed to be motivated and malafide and the Owners shall be liable to compensate the developer with interest for all the loss and damages.
- 13.13 The Developer shall have right to construct Security Room, Generator Room (If necessary) etc. on the open space in the Ground Floor. Such space/ room may also be used by the Developer/Flat Owners for any other purpose as and when necessity arises.

ARTICLE - XIV

BREACH AND CONSEQUENCE

- 14.1 In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the other hand if the Owners fails to remove the encumbrances regarding the schedule property, the Owners will solely be responsible & liable for all financial loss & injury of the Developer.

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- 14.2 That save & except bonafide causes, if the Developer fails to commence the proposed construction within the stipulated period, the agreement will be cancelled/determined as per law.
- 14.3 If the Developer fails to carry-on the proposed work within the stipulated period, by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building, the time will be extended and the Owners will be bound to execute supplementary agreement in favour of the Developer.

ARTICLE-XV

JURISDICTION

- 15.1 Court at Burdwan shall have the jurisdiction to try and entertain all actions, suits and proceedings arising out of this Agreement.

ARTICLE - XVI

DEVELOPMENT POWER OF ATTORNEY

- 16.1 The Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale of the Flats/Units/Car parking Spaces of the G+IV storied building on and over the "A" schedule mentioned property excluding the Executants allocation and to settle the consideration amount and to receive consideration amount and to enter into an agreement for sale by receiving the advanced amount and if required, to appear before the registering authority and presenting the same and shall admit execution and registration and to receive the consideration amount and to execute the sale deed in favour of the prospective purchaser/s and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchaser/s and admit execution thereof on behalf of the Owners/Executants and to do all things, act and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount of the G+IV storied building on and over the "A" Schedule mentioned property and to receive the entire amount of the consideration amount from the all purchaser/s and to receive the consideration amount of the G+IV storied building on and over the "A" Schedule mentioned property and to adjust consideration amount with the Owners in lieu of the expenses investment by the Developer incurred and made as per the terms and condition of this agreement; to delivered the possession in favour of the buyer in respect of the proposed G+IV storied building on and over the "A" Schedule mentioned property.

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16.2 In pursuance of this agreement since one Power of Attorney for development and also for selling the flats and etc. on behalf of the Owner is required, hence for the said reason the Owners hereby by decided to execute Power of Attorney by virtue of this agreement its so that the Developer may smoothly and uninterruptedly carry on and continue its work, the Developer will be able to absolutely transfer and sale the residential units etc. in favour of the purchaser and execute all required deed which are necessary for the purpose as the Power of Attorney Holder of the present Land Owners. Hence the Power of attorney for the development purpose, for selling purpose as well as for other associated and ancillary purpose is being executed on the following effects:

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNERS, 1) SRI SUSANTA KUMAR GHOSH son of Late Sanat Kumar Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101, **2) SRI SAMIR KUMAR GHOSH** son of Late Sanat Kumar Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101, **3) SRI MONOJ KUMAR GHOSH** son of Late Sanat Kumar Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101

SEND GREETINGS:-

WHEREAS the Executants of this Power of Attorney are the Owners of the immovable property consisting of a plot of land, which is more particularly described in "A" schedule hereunder written.

AND WHEREAS the Executants of this Power of Attorney desirous of construction of the multi-storied building containing several self contained Flats/ Parkings etc. But for want of time, experience and fund she is unable to proceed with such a project.

AND WHEREAS the Executants of this Power of Attorney is in need of an firm/person/company, who will take up the project and start and compete the multi-storied building project containing several self contained Flats/Parkings etc. by taking all sorts of steps for developing the said property and will start and completing the proposed multi-storied building project by providing its own fund.

AND WHEREAS in connection to such proposal, the Executants of this Power of Attorney being the Land Owners hereby executed this Development Agreement being this Indenture in favour of the Developer Firm for Development and construction

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Sanat Kumar Ghosh

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of the said building over the Schedule mentioned property and in the said Agreement the Executants of this Power of Attorney being the Owners of the "A" Schedule property unable to attained the various office work and which frequently disable from appending the signature to various deeds, documents, consents and other instruments therefore the Executants of this Power of Attorney propose to appoint **CREATIVE INFRA & DEVELOPMENT** (a Praternship Firm) having its registered office at Kamala Kamini lane P.O Natungang, P.S Burdwan Sadar, Dist Purba Barddhaman, West Bengal 713102, represented by its Partners - **1) SRI DURGACHARAN BANERJEE** son of Late Dabi Charan Banerjee, nationality Indian, by faith Hindu, by occupation Business, resident of Ramkrishnapally, Kalitala Lane, kalna Road, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101, **2) SRI ARUP KUMAR ROY** son of Late Rama Prasad Roy, nationality Indian, by faith Hindu, by occupation Business, resident of 133A, R.C Das Road, Ranisayar South, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101, **3) SRI AVISHEK ROY** son of Sri Asit Baran Roy, nationality Indian, by faith Hindu, by occupation Business, resident of Sashibhasun Bose Road, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101, **4) SRI SOHAM ROY** son of Sri Asit Baran Roy, nationality Indian, by faith Hindu, by occupation Business, resident of Sashibhasun Bose Road, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101,, as the attorney or agent with full power to construct proposed building/apartment on the behalf of the Executants of this Power of Attorney and in their names and which the said attorney have agreed to do.

NOW KNOW ALL MEN BY THESE PRESENTS THAT THE OWNERS, 1) SRI SUSANTA KUMAR GHOSH son of Late Sanat Kumar Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101, **2) SRI SAMIR KUMAR GHOSH** son of Late Sanat Kumar Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101, **3) SRI MONOJ KUMAR GHOSH** son of Late Sanat Kumar Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of Radhanagar, P.O Burdwan, P.S. Burdwan Sadar, District- Purba Bardhaman, West Bengal 713101 do hereby nominate constitute and appoint **CREATIVE INFRA & DEVELOPMENT** (a Partnership Firm) having its registered office at Kamala Kamini lane P.O Natungang, P.S Burdwan Sadar, Dist Purba Barddhaman, West Bengal 713102, represented by its Partners - **1) SRI DURGACHARAN BANERJEE** son of Late Dabi Charan Banerjee, nationality Indian, by faith Hindu, by occupation Business, resident of Ramkrishnapally, Kalitala Lane, kalna Road, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101, **2) SRI ARUP KUMAR ROY** son of Late Rama Prasad Roy, nationality Indian, by faith Hindu, by occupation Business, resident of 133A, R.C Das Road, Ranisayar South, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101, **3) SRI AVISHEK ROY** son of Sri Asit Baran Roy, nationality Indian, by faith Hindu, by occupation Business, resident of Sashibhasun Bose Road,

Sri Asit Baran Roy

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P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101,
4) **SRI SOHAM ROY** son of Sri Asit Baran Roy, nationality Indian, by faith Hindu, by occupation Business, resident of Sashibhasun Bose Road, P.O. Burdwan, P.S Burdwan Sadar, Dist- Purba Bardhaman, West Bengal -713101,, to be the true & lawful Attorney with full authority to sell the flat/flats of the schedule mentioned property and received any consideration amount on behalf of the Executants of this Power of Attorney i.e. the land owner and power to do and execute all acts, deeds, agreement, conveyance, and all others things mentioned below from and on behalf of the Executants of this Power of Attorney.

1. To look after, work, manage, control, develop, supervise and administer the property mentioned in schedule below.
2. To appear before any Courts, Revenue Office, Block Land and Land Reform Office, Sub-Divisional Land and Land Reform Office, District Land and Land Reform Office, District Registrar office, Additional District Sub- Registrar Office, District Magistrate's Office, Sub-Divisional Office, District Board, Office of B. D. A, Burdwan Municipality and any other office of local authorities.
3. To apply in writing to the competent authority for grant of permission to develop the said property and to construct multi-storied building consisting of several flats/rooms/units/car parking spaces and other units thereon in its place and for that purpose to sign all applications and other papers and to appear before the competent authority and to give all the papers and Information as required and to do all acts and things necessary for the purpose of obtaining permission.
4. To appoint architect/architects and to get the plan of the proposed multi-storied building sanctioned by the competent authority of Burdwan Municipality and other authorities concerned in respect of the building proposed to be constructed thereon, under the present development rules, provided the plans, before they are submitted to the local appropriate authorities and/or Burdwan Development Authority and any other authorities concerned for approval, is also approved by the Executants.
5. To make necessary applications and sign all papers, to appear before the competent authorities and to pay necessary fees & premium required for getting the plan sanctioned and to do all other acts & things as may be necessary for getting the plans of the proposed multi-storied building sanctioned by the competent authorities and other authorities.
6. To apply for and obtain I.O.D. and Commencement Certificate for construction of the building from the competent authorities and for that purpose to sign applications and other papers and to pay necessary fees and all other acts and things necessary for that purpose and in that behalf.
7. To construct proposed apartment/building consisting of several flats/rooms/units/car parking spaces and other units on the said plot as per the sanctioned plan/s and according to specifications and other requirements of the competent authority or any other competent authorities and for that purpose to employ

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Sri Asit Baran Roy

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Contractors, Architects, Structural Engineers, Surveyors and other professionals as may be required in the construction of the building.

8. To enter into and sign contract with the Contractor/s relating to construction & development of the property.
9. To enter upon the said property as licensee for the purpose of carrying on the construction work.
10. 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.
11. To obtain occupation & completion certificate from the competent authorities after the G+IV storied building is completed in all respects.
12. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executants may be party or any way interested. No direct mortgage power is given to the Developer regarding proposed construction & development of the schedule mentioned property.
13. To negotiate for sale of the proposed flats/units/parking space at the best price available except Owners' allocation and to settle the consideration amount with the intending purchasers.
14. To enter into an agreement for sale of the flats/rooms/units/parking space on behalf of the Executants except Owners' allocation with the intending purchaser/s in the prescribed form, if any, under the Ownership Flats Act, or otherwise with such modifications therein as may be necessary and to 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 deposit the Executants' allotted share over the consideration amount to their account.
15. To execute the sale deed of the flats/units/parking space on behalf of the Executants except Owners' allocation and to receive consideration amount from the intending purchaser/s and to present for registration all such documents as may be necessary in favour of prospective purchaser/s and admit execution thereof on behalf of the Executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.

S. H. H. J.

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16. To file or defend any suit on behalf of the Executants regarding the schedule property and sign, verify complaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executants.
17. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
18. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration, if consider necessary by the Owners.
19. To file and receive back any documents and 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.
20. To accept service of any summons, notice, writ issued by any court and to represent in any Court or Tribunal or before any office whatsoever.
21. To apply for the inspection of and to inspect any Judicial records any records of any office or offices.
22. To form Association of the purchasers in the said new building registered under the Societies Registration Act or any other acts and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the Registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate.
23. To engage any advocate or solicitor for the purpose of taking advice and for preparation and execution of different documents required to be executed pursuant to these powers and to pay their fees.
24. To pay all the municipal taxes and other taxes relating to the said property payable until the completion of the building and transfer thereof to the proposed Housing Society/ Association.

That no restriction has been imposed by the State Government of West Bengal or any other Semi-Government regarding the property and no consideration money is paid to the Executants by the Attorney till today.

Generally to Act as the Executants attorney or agent in relation to the matter aforesaid and all other matters in which the Executants may be interested or concerned and on behalf of the Executants to execute and to do all deeds, acts or things as fully and effectual in all respect as the Executants to do if they personally present.

Handwritten signature: Smt. Henry J. Paul

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The Executants agree to ratify and confirm whatsoever the said attorney shall lawfully do or cause to be done and by virtue of this presents.

THE "A" SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the Basti class of land a little more or less 0.157 Acres comprising in R.S. Plot No. 4701 (Four Thousand Seven Hundred One), L.R. Plot No. 4570/4584 (Four Thousand Five Hundred Seventy / Four Thousand Five Hundred Eighty Four), appertaining R.S. Khatian No. 1774 (One Thousand Seven Hundred Seventy Four), L.R. Khatian Nos. 7503 (Seven Thousand Five Hundred Three), 7504 (Seven Thousand Five Hundred Four) & 7505 (Seven Thousand Five Hundred Five), lying and situate at Mouza Radhanagar, J.L. No. 39 (Thirty Nine) within the jurisdiction of Burdwan Municipality Ward No. 34 under Holding No. 72, B.L. Hatii Road Mohalla, A.D.S.R. Office & P.S. Burdwan Sadar, Dist. Purba Bardhaman, in the State of West Bengal.

Butted & Bounded by -

In the North : Municipal School

In the East : Dhaldighi Tank

In the South : House of Ratan Soukar

In the West : 27 Feet wide B. L. Hatii Road

(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY ALL THE FLAT OWNERS)

Electrical installations relating to meter, installation of transformer for receiving electricity from the Electricity Authority with proportionate cost for installation of Lift & Generator and other installations, if any provided for the common use of the Units/ Flats of the premises and not covered by Section A hereinabove.

THE SPECIFICATION OF CONSTRUCTION OF THE FLATS

1. Foundation: R.C.C. Foundation.
2. Floor : Vitrified Tiles
3. Walls : 10" Outside Wall, 5" flat to flat Partition, 8" Internal Partition, Stair Case wall 5".
4. Doors : All doors will be Flush doors excluding toilet and kitchen which will be PVC door.

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5. Kitchen : One Kitchen with Black stone marbel cooking Slab, 2 ft. High glaze tiles above Black stone, Steel Sink, One exhaust fan-hole. One bib cock
6. Toilet : Marbel finished flooring, Glazed tiles upto 5" height from floor. 2 bib cock, One Shower, One Geyser point
7. Dining : One Tap point
8. Window : Aluminium channel glass fitting window.
9. Plumbing : Outside pipe P.V.C., Conceal pipe P.V.C. (Water connection pipe), P.V.C. Shower (Bathroom), Deep tube well connected to overhead water tank (for water supply to each flat) S.W. Line with P.V.C. man hole, Septic tank R.C.C. casting.
10. Sanitary : 1 Pan / Commode in each toilet.
11. Electricity : Total Conceal wiring P.V.C. Electricity Board with Switch D.P. Box (one P.V.C. main with indicators) Ground one iron main switch.
12. Interior Wall: Wall Putty.
13. Balcony : Vitrified-tiles or KG finished flooring.
14. Electricity point : 20 Electric point in each Flat out of which Two AC points & One Geyser point
15. External Boundary wall with Gate:
Boundary wall will cover a total area with one gate.
16. Stair : Vitrified-tiles.

That upon the Government Assessment Valuation, the present deed is prepared upon the stamp of **Rs. 1000/- (Rupee One Thousand Only)** and the deficit stamp duty and Regd fees have been paid through net-banking stamp duty and Regd. fees have been paid through net-banking.

The photos, finger prints, signatures of the parties are annexed herewith in separate sheets, which will be treated as the part of this deed.

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IN WITNESS WHEREOF the parties have put their respective hands on the the day, month and year as written above.

SIGNED, SEALED AND DELIVERED


WITNESSES :

1) Uday Narayan Hazra.
S/O Late - Shammur Prasad Hazra.
Pin - Kishorekona, P.O. Khana Junction
P.S. Galsi
Dist - Purba Bardhaman.
Pin - 713141

2) Niranmay Banik

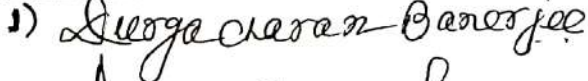

S/O NIRMAL CHANDAN
BANIK.

THAKURPALLY CHOTO
NILPUR THAKURPALLY
BURDWAN - 713103

1) Susanta Kumar Ghosh
2) 

3) Monaj Kumar Ghosh.

Signature of the OWNERS / EXECUTANTS i.e. the FIRST PART.

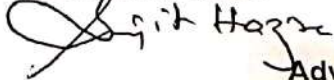
1) 
2) 

3) Avishek Roy

4) 

Signature of the DEVELOPER / POWER OF ATTORNEY HOLDER i.e. the SECOND PART











Drafted by me &
typed in my office


Advocate

(Surajit Hazra)

Regd.No. WB- 1260 of 2001











Burdwan Dist Judges' Court.

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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Susanta Kumar Ghosh











SIGNATURE: *Susanta Kumar Ghosh*

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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



Sankar Kumar Ghosh





SIGNATURE: *Sankar Kumar Ghosh*

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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					




Manoj Kumar Ghosh

SIGNATURE: *Manoj Kumar Ghosh*

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	Thumb	Index	Middle	Ring	Little
					



SIGNATURE


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	Thumb	Index	Middle	Ring	Little
					



SIGNATURE
 Avishek Roy

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Signature *Benarjee*

SIGNATURE

Surge Charan Benarjee

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Right Hand Impression	Thumb	Index	Middle	Ring	Little



Signature *Soham Roy*

SIGNATURE

Soham Roy



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

GRN Details

GRN: 192022230130505801 Payment Mode: Online Payment
GRN Date: 28/09/2022 09:48:44 Bank/Gateway: State Bank of India
BRN : IK0BXDZKU4 BRN Date: 28/09/2022 09:50:04
Payment Status: Successful Payment Ref. No: 2002925070/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Surajit Hazra
Address: Burdwan
Mobile: 8250878523
Depositor Status: Advocate
Query No: 2002925070
Applicant's Name: Shri Surajit Hazra
Identification No: 2002925070/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Si. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002925070/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	39060
2	2002925070/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	39081

IN WORDS: THIRTY NINE THOUSAND EIGHTY ONE ONLY.

Major Information of the Deed






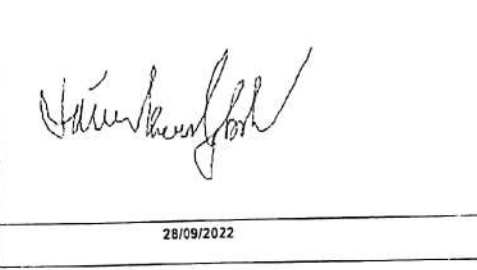


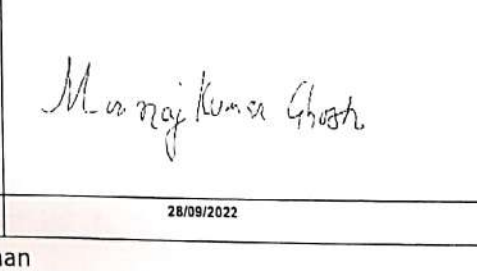
Deed No :	I-0203-11959/2022	Date of Registration	08/12/2022
Query No / Year	0203-2002925070/2022	Office where deed is registered	
Query Date	27/09/2022 5:45:27 PM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	Surajit Hazra Burdwan Dist Judges Court, Thana : Bardhaman , District : Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No. : 8250878523. Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,54,14,544/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,060/- (Article:48(g))	Rs. 21/- (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:- Barddhaman, Municipality: BURDWAN, Road: B.L. Hati Road, Mouza: Radhanagar, .
Ward No: 34 JI No: 39, Pin Code : 713101

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
I.1	LR-4570/4584 (RS -4701)	LR-7503	Bastu	Bastu	0.157 Acre	1/-	1,54,14,544/-	Width of Approach Road: 27 Ft., Adjacent to Metal Road,
Grand Total :					15.7Dec	1 /-	154,14,544 /-	



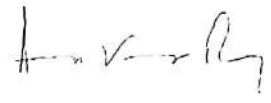




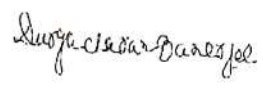
Land Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Mr Susanta Kumar Ghosh (Presentant) Son of Late Sanat Kumar Ghosh Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office</p>	<p>Photo</p>  <p>28/09/2022</p>	<p>Finger Print</p>  <p>LTI 28/09/2022</p>	<p>Signature</p>  <p>28/09/2022</p>
<p>Radhanagar, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx3E,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office</p>				
2	<p>Name</p> <p>Mr Samir Kumar Ghosh Son of Late Sanat Kumar Ghosh Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office</p>	<p>Photo</p>  <p>28/09/2022</p>	<p>Finger Print</p>  <p>LTI 28/09/2022</p>	<p>Signature</p>  <p>28/09/2022</p>
<p>Radhanagar, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx1G,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office</p>				
3	<p>Name</p> <p>Mr Monoj Kumar Ghosh Son of Late Sanat Kumar Ghosh Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office</p>	<p>Photo</p>  <p>28/09/2022</p>	<p>Finger Print</p>  <p>LTI 28/09/2022</p>	<p>Signature</p>  <p>28/09/2022</p>
<p>Radhanagar, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx8P,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office</p>				

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature
1	Creative Infra & Development Kamala Kamini Lane, City:- Burdwan, P.O:- Natunganj, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713102 , PAN No.:: AAxxxxx9L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Arup Kumar Roy Son of Late Rama Prasad Roy Date of Execution - 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office	Photo  Sep 28 2022 5:03PM	Finger Print  LTI 28/09/2022	Signature  28/09/2022
	133A R C Das Road Ranisayar South, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxx0E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Creative Infra & Development (as Authorized Partner)			
2	Name Mr Avishek Roy Son of Mr Asit Baran Roy Date of Execution - 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office	Photo  Sep 28 2022 5:03PM	Finger Print  LTI 28/09/2022	Signature Avishek Roy 28/09/2022
	Sashibhasun Bose Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AXxxxxx9H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Creative Infra & Development (as Authorized Partner)			
3	Name Shri DURGACHARAN BANERJEE Son of Late DABI CHARAN BANERJEE Date of Execution - 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office	Photo  Sep 28 2022 6:04PM	Finger Print  LTI 28/09/2022	Signature  28/09/2022
	RAMKRISHNA PALLY KALITALA LANE KALNA ROAD, City:- Not Specified, P.O:- BURDWAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxx9H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Creative Infra & Development (as PARTNER)			

Name	Photo	Finger Print	Signature
Shri SOHAM ROY Son of Shri ASIT BARAN ROY Date of Execution : 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office	 <small>Sep 28 2022 6:05PM</small>	 <small>LTI 28/09/2022</small>	 <small>28/09/2022</small>
SASHIBHUSHAN BOSE ROAD, City:- Not Specified, P.O:- BURDWAN, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AWxxxxx5N,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Creative Infra & Development (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Uday Narayan Hazra Son of Late Shankar Prosad Hazra Kishorokona Khana Junction, Village:- Kishorokona, P.O:- Khana Junction, P.S:- Galsi, District:-Purba Bardhaman, West Bengal, India, PIN:- 713141	 <small>28/09/2022</small>	 <small>28/09/2022</small>	 <small>28/09/2022</small>
Identifier Of Mr Susanta Kumar Ghosh, Mr Samir Kumar Ghosh, Mr Monoj Kumar Ghosh, Mr Arup Kumar Roy, Mr Avishek Roy, Shri DURGACHARAN BANERJEE, Shri SOHAM ROY			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Susanta Kumar Ghosh	Creative Infra & Development-5.23333 Dec
2	Mr Samir Kumar Ghosh	Creative Infra & Development-5.23333 Dec
3	Mr Monoj Kumar Ghosh	Creative Infra & Development-5.23333 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: B.L. Hati Road, Mouza: Radhanagar, ,
 Ward No: 34 JI No: 39, Pin Code : 713101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 4570/4584, LR Khatian No:- 7503	Owner:সুশান্ত কুমার ঘোষ, Gurdian:সবত কুমার, Address:নিজ , Classification:ভিটি, Area:0.05200000 Acre,	Mr Susanta Kumar Ghosh

28-09-2022

Presented for registration at 14:42 hrs on 28-09-2022, at the Office of the A.D.S.R. Bardhaman by Mr Susanta Kumar Ghosh, one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,54,14,544/-

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

Execution is admitted on 28/09/2022 by 1. Mr Susanta Kumar Ghosh, Son of Late Sanat Kumar Ghosh, Radhanagar, P.O: Burdwan, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 2. Mr Samir Kumar Ghosh, Son of Late Sanat Kumar Ghosh, Radhanagar, P.O: Burdwan, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 3. Mr Monoj Kumar Ghosh, Son of Late Sanat Kumar Ghosh, Radhanagar, P.O: Burdwan, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business

Indetified by Mr Uday Narayan Hazra, , Son of Late Shankar Prosad Hazra, Kishorekona Khana Junction, P.O: Khana Junction, Thana: Galsi, , Purba Bardhaman, WEST BENGAL, India, PIN - 713141, by caste Hindu, by profession Others

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

Execution is admitted on 28-09-2022 by Shri SOHAM ROY, PARTNER, Creative Infra & Development (Partnership Firm), Kamala Kamini Lane, City:- Burdwan, P.O:- Natunganj, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713102

Indetified by Mr Uday Narayan Hazra, , Son of Late Shankar Prosad Hazra, Kishorekona Khana Junction, P.O: Khana Junction, Thana: Galsi, , Purba Bardhaman, WEST BENGAL, India, PIN - 713141, by caste Hindu, by profession Others

Execution is admitted on 28-09-2022 by Mr Arup Kumar Roy, Authorized Partner, Creative Infra & Development (Partnership Firm), Kamala Kamini Lane, City:- Burdwan, P.O:- Natunganj, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713102

Indetified by Mr Uday Narayan Hazra, , Son of Late Shankar Prosad Hazra, Kishorekona Khana Junction, P.O: Khana Junction, Thana: Galsi, , Purba Bardhaman, WEST BENGAL, India, PIN - 713141, by caste Hindu, by profession Others

Execution is admitted on 28-09-2022 by Mr Avishek Roy, Authorized Partner, Creative Infra & Development (Partnership Firm), Kamala Kamini Lane, City:- Burdwan, P.O:- Natunganj, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713102

Indetified by Mr Uday Narayan Hazra, , Son of Late Shankar Prosad Hazra, Kishorekona Khana Junction, P.O: Khana Junction, Thana: Galsi, , Purba Bardhaman, WEST BENGAL, India, PIN - 713141, by caste Hindu, by profession Others

Execution is admitted on 28-09-2022 by Shri DURGACHARAN BANERJEE, PARTNER, Creative Infra & Development (Partnership Firm), Kamala Kamini Lane, City:- Burdwan, P.O:- Natunganj, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713102

Indetified by Mr Uday Narayan Hazra, , Son of Late Shankar Prosad Hazra, Kishorekona Khana Junction, P.O: Khana Junction, Thana: Galsi, , Purba Bardhaman, WEST BENGAL, India, PIN - 713141, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/09/2022 9:50AM with Govt. Ref. No: 192022230130505801 on 28-09-2022, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BXDZKU4 on 28-09-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,060/- and Stamp Duty paid by Stamp Rs 1,000 00/- by online = Rs 39,060/-

Description of Stamp

1 Stamp: Type: Impressed, Serial no 17177, Amount: Rs.1,000.00/-, Date of Purchase: 26/09/2022, Vendor name: S Acharjya

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/09/2022 9:50AM with Govt. Ref. No: 192022230130505801 on 28-09-2022, Amount Rs: 39,060/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BXDZKU4 on 28-09-2022, 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 08-12-2022

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.



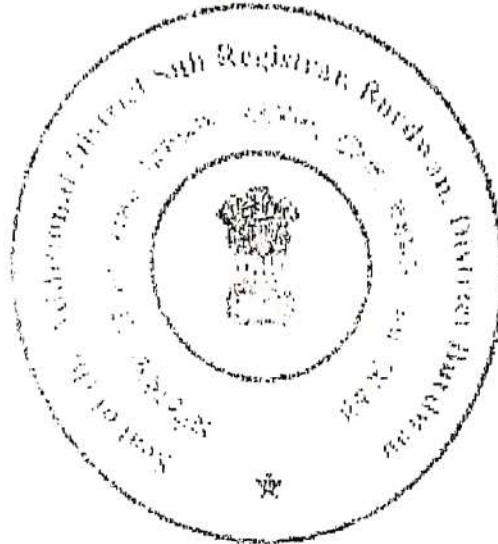
Sanjit Sardar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2022, Page from 307460 to 307515

being No 020311959 for the year 2022.



Digitally signed by SANJIT SARDAR
Date: 2022.12.14 13:36:54 +05:30
Reason: Digital Signing of Deed.

(Sanjit Sardar) 2022/12/14 01:36:54 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.

(This document is digitally signed.)

14/12/2022 Query No - 02032002925070 / 2022 Deed No. 1 - 020311959 / 2022, Document is digitally signed.

Page 56 of 56