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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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

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 22/7/22

Additional District Sub-Registrar
BURDWAN

03 AUG 2022

Rajesh Shaw

Rajen Shaw.

Dhanu Kumar Shaw

Pratan Kumar Shaw

PODDAR PROJECTS LIMITED
 Pradip Ghosh
 AUTHORISED SIGNATORY

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

**THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM
 DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 27TH DAY OF
 JULY, TWO THOUSAND AND TWENTY TWO (2022)**

BETWEEN

85/2

22/7

क्रमांक नं. 8851 तारीख 29.9.2022

फर्म: Poddar Projects Limited

मूल: 5000/-

वर्धमान दिनांक: 22.9.22

संविदा संख्या: ...
संविदा मूल्य: ...
...
...



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PROFORMA SUBMITTED
LOGS OF PROJECT FILED



POWER OF ATTORNEY
AND
FOR DEVELOPMENT

Additional District Sub-Registrar
BURDWAN

27 JUL 2022

Rajesh Shaw

Rajen Shaw.

Dhanuk Kumar Shaw

Uttam Kumar Shaw

PODDAR PROJECTS LIMITED

Pradip Ghosh
AUTHORISED SIGNATORY

- a) **SHRI RAJESH SHAW**, Son of Shri Lob Kishore Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (Nearby Omkar Nath Ashram), Post - Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN: ALDPS0968H**;
- b) **SHRI RAJEN SHAW**, Son of Shri Lob Kishore Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN: ALDPS0968H**;
- c) **SHRI DHANUK KUMAR SHAW**, Son of Late Ram Prosad Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; presently residing at Ananda Pally, P.O. Sripally, P.S. Burdwan Sadar, District - Purba Bardhaman, West Bengal, PIN-713103; **PAN : APBPS2600E**; and
- d) **SHRI UTTAM KUMAR SHAW**, Son of Late Ram Prasad Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN : ALYPS1055N**; *hereinafter together and jointly as well as severally and individually called and referred as the **OWNERS cum LANDLORDS** (which express or shall unless excluded his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.*

and

"PODDAR PROJECTS LIMITED" (CIN : L51909WB1963PHC025750), (PAN: **AACCP5704B**), [A Company duly incorporated and Registered under the Provisions of Indian Companies Act 1956] and having its registered Office at Poddar Court, 9th Floor, 18, Rabindra Sarani, Kolkata- 700001, West Bengal; represented by its Authorized Signatory cum Authorised Person namely **Mr. Pradip Ghosh**, S/o Late Trinath Chandra Ghosh. By Nationality: Indian, by caste Hindu, by occupation Service, residing at Bhagini Nibedita Sarani, MB Road, P.O. Birati, P.S. Nimta, Kolkata-700051; **PAN. AKIPG9676Q**; hereinafter called the **DEVELOPER** (which express or shall unless excluded its/his/their and each of its/his respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

Rajesh Shaw.

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Dhanu K. Kumar Shaw

Utham Kumar Shaw

PODDAR PROJECTS LIMITED

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- A. **WHEREAS:** the OWNERS are the sole and absolute owners and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the "SAID PREMISES").
- B. **AND WHEREAS** the Landed Property Situated at Mouza "Bahir Sarbamangala", Classified as "Sali", Presently Classified as "Bastu", measuring an area of 13 (Thirteen) decimal (be the same a Little More or Less) to the extent of 16 (Sixteen) Anna Shares appertaining to R. S. Plot No.- 1290 (One Two Nine Zero) was Previously Owned and Possessed by One Narayan Chandra Saha, who Lawfully got his name duly recorded in the R. S. R. O. R. as the exclusive Owner and Possessor in respect of the said Plot of Land being denoted as R. S. Plot No.- 1290 (One Two Nine Zero) under R. S. Khatian No.- 597 (Five Nine Seven), the said Plot being of Mouza "Bahir Sarbamangala", J. L. No.- 42 (Forty Two), Dist.- Burdwan (Presently Purba Bardhaman), Police Station- Burdwan Sadar, within the Municipal limits of Burdwan Municipality, Keshabganj Mohalla, Present Ward No.- 27, West Bengal.
- C. **AND WHEREAS** the said Narayan Chandra Saha while Lawfully Owning and Possessing the said Landed Property being R. S. Plot No.- 1290 (One Two Nine Zero) under R. S. Khatian No.- 597 (Five Nine Seven), J.L. No. 42 as aforesaid, in order to meet his Financial Needs, Proclaimed to Sell Out a Portion of Land from his aforesaid Landed Property, fully described in the "Schedule" hereunder written, measuring an area of $5\frac{1}{3}$ satak or 5.50 (Five Point Five Zero) decimal (be the same a Little More or Less) in favour of the Prospective Purchaser and in that regard, One Sita Devi Shaw by virtue of a Registered Deed of Sale being Deed No.- 2301 for the year of 1960 vide dated 25/03/1960 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- 1, Volume No.- 31, in Pages from No. 29 to No. 30 and released & discharged all his direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Purchaser Sita Devi Shaw.

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Dhanu Kumar Shaw

Uttam Kumar Shaw

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- D. AND WHEREAS** thereafter the said Narayan Chandra Saha Proclaimed to Sell Out of the remaining Portion of the Landed Property in favour of the Prospective Purchaser being R. S. Plot No.- 1290 (One Two Nine Zero) under R. S. Khatian No.- 597 (Five Nine Seven) , J.L. NO. 42, for fulfill his Financial Needs, fully described in the Schedule, measuring an area of 7.50 (Seven Point Five Zero) decimal (be the same a Little More or Less) and in that regard, One Govinda Mistri alias Govinda Sharma and One Shibdhari Mistri Jointly and Lawfully Purchased the remaining Portion of the Landed Property, as aforesaid, by Paying Lawful Sale Consideration Money towards Narayan Chandra Saha by virtue of another Registered Deed of Sale vide Deed No.- 2302 for the year of 1960 vide dated 25/03/1960 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- 1, Volume No.- 20, in Pages from No. 241 to No. 242 and the said Narayan Chandra Saha released & discharged all his direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Purchaser Govinda Mistri alias Govinda Sharma and Shibdhari Mistri .
- E. AND WHEREAS** after the said Purchase, the said Govinda Mistri alias Govinda Sharma, while enjoying the Usufructs of the aforesaid Purchase of Land of being R. S. Plot No.- 1290 (One Two Nine Zero) measuring an area of 3.75 (Three Point Seven Five) decimal (be the same a Little More or Less) as his Share of Purchased Land, in order to meet his Financial Needs, Proclaimed to Sell Out his Share of Purchased Land in favour of the Prospective Purchaser and in that regard, One Ram Prasad Shaw Lawfully Purchased his Share of Purchased Land measuring an area of 3.75 (Three Point Seven Five) decimal (be the same a Little More or Less) by Paying Lawful Sale Consideration Money towards Govinda Mistri alias Govinda Sharma by virtue of a Registered Deed of Sale being Deed No.- 4088 for the year of 1975 vide dated 23/04/1975 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- 1, Volume No.- 45, in Pages from No. 233 to No. 234 and the said Govinda Mistri alias Govinda Sharma released & discharged all his direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Purchaser Ram Prasad Shaw .

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Uttam Kumar Shaw

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- F. **AND WHEREAS** the said Shibdhari Mistri, while enjoying the Usufructs of the aforesaid Purchase of Land of being denoted as R. S. Plot No.- 1290 (One Two Nine Zero) measuring an area of 3.75 (Three Point Seven Five) decimal (be the same a Little More or Less) as his Share of Purchased Land, in order to meet his Financial Needs Proclaimed to Sell Out 02 (Zero Two) decimal (be the same a Little More or Less) out of his Share of Purchased Land measuring an area of 3.75 (Three Point Seven Five) decimal (be the same a Little More or Less) in favour of the Prospective Purchaser and in that regard, Ram Prasad Shaw Lawfully Purchased his Share of Purchased Land measuring an area of 02 (Zero Two) decimal (be the same a Little More or Less) by Paying Lawful Sale Consideration Money towards Shibdhari Mistri by virtue of a Registered Deed of Sale vide Deed No.- 456 for the year of 1978 vide dated 07/02/1978 which was Registered at the Office of the Joint Sub-Registrar Office, Burdwan and duly incorporated in Book No.- 1, Volume No.- 11, in Pages from No. 48 to No. 50 and the said Shibdhari Mistri released & discharged all his direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Purchaser Ram Prasad Shaw. Be it mentioned that in the concern Bengali Deed it is mentioned 1 cottah, i.e. about 720 Sft.; however 1.75 Decimal implies 43 Sft. excess land.
- G. **AND WHEREAS** the said Shibdhari Mistri, Proclaimed Sell Out of the remaining Portion of the Landed Property measuring an area of 1.75 (One Point Seven Five) decimal (be the same a Little More or Less) out of 3.75 (Three Point Seven Five) decimal (be the same a Little More or Less) as his Share of Purchased Land, in favour of the Prospective Purchaser and in that regard, One Tunia Devi Shaw alias Urmila Shaw Lawfully Purchased his Share of Purchased Land measuring an area of 1.75 (One Point Seven Five) decimal (be the same a Little More or Less) by Paying valid Sale Consideration Money towards Shibdhari Mistri by virtue of a Registered Deed of Sale vide Deed No.- 457 for the year of 1978 vide dated 07/02/1978 which was Registered at the Office of the Joint Sub-Registrar Office, Burdwan and duly incorporated in Book No.- 1, Volume No.- 11, in Pages from No. 51 to No. 52 and the said Shibdhari Mistri released & discharged all his direct and Collateral right, title and interest as well as

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delivered the possession of the same in favour of the said Purchaser Tunia Devi Shaw alias Urmila Shaw.

- H. AND WHEREAS** Tunia Devi Shaw alias Urmila Shaw being Owner and the Possessor of the said Purchased Land measuring an area of 1.75 (One Point Seven Five) decimal (be the same a Little More or Less) Gifted in favour of Lab Kishore Shaw, Shri Dhanuk Kumar Shaw (Herein No.- 3 of FIRST PART) and Shri Uttam Kumar Shaw (Herein No.- 4 of FIRST PART) by dint of a Registered Deed of Gift vide Deed No.- 4557 for the year of 1990 vide dated 28/05/1990 which was Registered at the Office of the Joint Sub-Registrar Office, Burdwan and duly incorporated in Book No.- 1, Volume No.- 79, in Pages from No. 219 to No. 225 and She released & discharged all her direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Lab Kishore Shaw, Shri Dhanuk Kumar Shaw and Shri Uttam Kumar Shaw.
- I. AND WHEREAS** the Landed Property mentioned in the "Schedule" hereunder written, Classified as "Sali" and Presently Classified as "Bastu", total measuring an area about 16 (Sixteen) decimal to the extent of 16 (Sixteen) Anna Shares, was previously Owned and Possessed by One Samsunehar Bibi who also got her name recorded in the R. S. R. O. R. in respect of the said Land being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) under R. S. Khatian No.- 1473 (One Four Seven Three), of Mouza- "Bahir Sarbamangala", J. L. No.- 42 (Fourty Two), Keshabganj Mohalla, Dist.- Burdwan (now known as Purba Bardhaman), Police Station- Burdwan Sadar, West Bengal, within the Municipal limits of Burdwan Municipality, Present Ward No.- 27 and She was enjoying her Landed Property by discharging her liabilities towards the State of West Bengal by paying unto it the revenue for the same.
- J. AND WHEREAS** aforesaid Samsunehar Bibi became the absolute Owner and is in Possession and enjoying the Usufructs of the said Landed Property being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) , under R.S. Khatian No. 1473 of Mouza- "Bahir Sarbamangala", J.L. No. 42, as aforesaid, in order to meet her Financial Needs, Proclaimed to Sell Out the Landed Property in favour of the Prospective Purchaser and in that regard, Tunia Devi Shaw alias Urmila Shaw Lawfully Purchased the Land

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Uttam Kumar Shaw

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measuring an area of 55¹/₃ (Five and One Third) decimal (be the same a Little More or Less) out of 16 (Sixteen) decimal by Paying valid Sale Consideration Money towards the said Seller Samsunehar Bibi by virtue of a Registered Deed of Sale vide Deed No.- 5665 for the year of 1980 vide dated 16/07/1980 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 85, in Pages from No. 1 to No. 3.

- K. AND WHEREAS** Ram Prasad Shaw Lawfully Purchased the Land measuring an area of 5¹/₃rd (Five and One Third) decimal (be the same a Little More or Less) out of 16 (Sixteen) decimal by Paying valid Sale Consideration Money towards the said Seller Samsunehar Bibi by virtue of a another Registered Deed of Sale vide Deed No.- 5666 for the year of 1980 vide dated 16/07/1980 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 85, in Pages from No. 4 to No. 6.
- L. AND WHEREAS** Shri Dhanuk Kumar Shaw (Herein No.- 3 of FIRST PART) and Shri Uttam Kumar Shaw (Herein No.- 4 of FIRST PART) were Jointly and Lawfully Purchased the Land measuring an area of 5¹/₃rd (Five and One Third) decimal (be the same a Little More or Less) out of 16 (Sixteen) decimal by Paying valid Sale Consideration Money towards the said Seller Samsunehar Bibi by virtue of a another Registered Deed of Sale vide Deed No.- 5667 for the year of 1980 vide dated 16/07/1980 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 82, in Pages from No. 56 to No. 58 and the said Seller Samsunehar Bibi released & discharged all her direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Purchsers Shri Dhanuk Kumar Shaw and Shri Uttam Kumar Shaw.
- M. AND WHEREAS** Tunia Devi Shaw alias Urmila Shaw became the absolute Owner and is in Possession and enjoying the Usufructs of the said Landed Property being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) of Mouza- "Bahir Sarbamangala" as aforesaid, measuring an area of 55¹/₃ (Five and One Third) decimal (be the same a Little More or Less) Gifted in favour of Shri Lab kishore Shaw, Shri Dhanuk Kumar Shaw (Herein No.- 3 of

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FIRST PART) and Shri Uttam Kumar Shaw (Herein No.- 4 of FIRST PART) by dint of a Registered Deed of Gift vide Deed No.- 4557 for the year of 1990 vide dated 28/05/1990 which was Registered at the Office of the Joint Sub-Registrar Office, Burdwan and duly incorporated in Book No.- I, Volume No.- 79, in Pages from No. 219 to No. 225 and She released & discharged all her direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Labkishore Shaw, Shri Dhanuk Kumar Shaw and Shri Uttam Kumar Shaw.

- N. **AND WHEREAS** the Landed Property, mentioned in the "Schedule" hereunder written, Classified as "Sali" and Presently Classified as "Bastu", total measuring an area about 22 (Twenty Two) decimal (be the same a Little More or Less) to the extent of 16 (Sixteen) Anna Shares, was previously Owned and Jointly Possessed by Nityananda Halder and Gopal Chandra Halder, who also got their names recorded in the R. S. R. O. R. in respect of the said Land being denoted as R. S. Plot No.- 1291 (One Two Nine One) under R. S. Khatian No.- 375 (Three Seven Five), of Mouza- "Bahir Sarbamangala", J. L. No.- 42 (Fourty Two), Keshabganj Mohalla, Dist.- Burdwan (now known as Purba Bardhaman), Police Station- Burdwan Sadar, West Bengal, within the Municipal limits of Burdwan Municipality, Present Ward No.- 27 . After coming into force of the West Bengal Land Reforms Act (W. B. L. R. Act), the said Nityananda Halder and Gopal Chandra Halder, for their convenience of Possession arranged and even amicable got their said Landed Property being denoted as R. S. Plot No.- 1291 (One Two Nine One) Partitioned amongst themselves by meets & bounds and as per Partitioned amongst themselves, the said Nityananda Halder was allotted the define & demarcated Portion of Land measuring an area about 11 (Eleven) decimal (be the same a Little More or Less) out of 22 (Twenty Two) decimal (be the same a Little More or Less) Plot of Land of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One) and the said Gopal Chandra Halder was allotted the define & demarcated Portion of Land measuring an area about 11 (Eleven) decimal (be the same a Little More or Less) out of 22 (Twenty Two) decimal (be the same a Little More or Less) Plot of Land of the Southern Side of the R. S. Plot No.- 1291 (One Two Nine One) . As per Partitioned amongst themselves, the said Nityananda Halder became the absolute Owner and is in Possession and

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enjoying the Usufructs of the said allotted Landed Property measuring an area about 11 (Eleven) decimal (be the same a Little More or Less) out of 22 (Twenty Two) decimal (be the same a Little More or Less) Plot of Land of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One), died intestate leaving behind his Two (2) Sons, namely, Mrityunjay Halder and Dhananjay Halder, together in equal shares stepped into shoes as Legal heirs of the said Nityananda Halder and became the Joint Owners and Possessors (in accordance with the Hindu Law of Succession) in respect of the aforesaid Undivided Property Left by him. The Legal heirs of aforesaid Nityananda Halder, as above named, for their convenience of Possession arranged and even amicable got their Undivided Property Left by the said Nityananda Halder, Partitioned amongst themselves by meets & bounds by dint of a Registered Deed of Partition vide Deed No.- 7669 for the year of 1989 vide dated 10/11/1989 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 140, in Pages from No. 130 to No. 142. After Deed of Partition, the said 11 (Eleven) decimal (be the same a Little More or Less) Plot of Land of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One), Left by his Father Nityananda Halder, was allotted in favour of the said Mrityunjay Halder.

- O. **AND WHEREAS** the said Mrityunjay Halder, became the absolute Owner and is in Possession and enjoying the Usufructs of the said 11 (Eleven) decimal (be the same a Little More or Less) Landed Property of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One), in order to meet his Financial Needs, Proclaimed to Sell Out the Landed Property measuring an area of 1662 (One Six Six Two) Sq. Ft. (be the same a Little More or Less) out of the aforesaid 11 (Eleven) decimal (be the same a Little More or Less) Land in favour of the Prospective Purchaser and in that regard, One Afroza Begam Lawfully Purchased the Land measuring an area of 1662 (One Six Six Two) Sq. Ft. (be the same a Little More or Less) by Paying valid Sale Consideration Money towards the said Seller Mrityunjay Halder by virtue of a Registered Deed of Sale vide Deed No.- 2464 for the year of 1999 vide dated 03/05/1999 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly

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incorporated in Book No.- I, Volume No.- 67, in Pages from No. 95 to No. 99.

- P. AND WHEREAS** the said Mrityunjay Halder, while Owning and Possessing and enjoying the Usufructs of the said Land, in order to meet his Financial Needs, Proclaimed to Sell Out the Landed Property measuring an area of 2461 (Two Four Six One) Sq. Ft. (be the same a Little More or Less) out of the aforesaid 11 (Eleven) decimal (be the same a Little More or Less) Land in favour of the Prospective Purchaser and in that regard, One Khandekar Habibur Rahaman Lawfully Purchased the Land measuring an area of 2461 (Two Four Six One) Sq. Ft. (be the same a Little More or Less) by Paying valid Sale Consideration Money towards the said Seller Mrityunjay Halder by virtue of a Registered Deed of Sale vide Deed No.- 7338 for the year of 1999 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 212, in Pages from No. 57 to No. 61 .
- Q. AND WHEREAS** the said Afroza Begam and the said Khandekar Habibur Rahaman together and Jointly Proclaimed to Sell Out the Landed Property measuring an area of 4123 (Four One Two Three) Sq. Ft. (be the same a Little More or Less) Land of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One), in favour of the Prospective Purchaser and in that regard, Shri Dhanuk Kumar Shaw son of Late Ram Prasad Shaw, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.- 713101; Lawfully Purchased the Land measuring an area of 4123 (Four One Two Three) Sq. Ft. (be the same a Little More or Less) Land of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One) by Paying valid Sale Consideration Money towards the Seller Afroza Begam and Khandekar Habibur Rahaman by virtue of a Registered Deed of Sale vide Deed No.- 438 for the year of 2000 vide dated 24/01/2000 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly incorporated in Book No.- I. Volume No.- 14, in Pages from No. 153 to No. 162.
- R. AND WHEREAS** the said Ram Prasad Shaw while Owning and Possessing and enjoying the Usufructs of his all Landed Property died intestate and all

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the legal heirs of the said Ram Prasad Shaw together in equal shares stepped into shoes and became the Joint Owners and Possessors (in accordance with the Hindu Law of Succession) in respect of his Undivided lot of Landed Property Left by him . Subsequently, after the death of the said Ram Prasad Shaw, his all legal heirs i.e. Shri Lab kishore Shaw (Herein Father of No.- 1 and No.-2 of FIRST PART), Shri Dhanuk Kumar Shaw (Herein No.- 3 of FIRST PART) and Shri Uttam Kumar Shaw (Herein No.- 4 of FIRST PART) and Other Legal heirs of the aforesaid Ram Prasad Shaw for their convenience of Possession and for the Purpose of clear Title of their Undivided Property, instituted a Suit for Partition by meets and bounds before the Learned Civil Judge (Senior Division), Burdwan, being Title Suit No.- 192 of 2004 and thereafter, the said Suit was decreed in Final Form and was drawn-up vide dated 21/12/2005 (21st December, 2005) and thereafter the said Suit was Finally disposed off in the Form of Final Decree vide dated 22/12/2005 (22nd December, 2005) . As per Final Decree formed by the Learned Civil Judge (Senior Division), Burdwan, Shri Lab kishore Shaw (Herein Father of No.- 1 and No.-2 of FIRST PART) was allotted the Schedule mentioned Landed Property measuring an area of 0.033 (Zero Point Zero Three Three) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1290 (One Two Nine Zero) and also Schedule mentioned Landed Property measuring an area of 0.073 (Zero Point Zero Seven Three) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) as a sole Owner and Possessor AND Shri Dhanuk Kumar Shaw (Herein No.- 3 of FIRST PART) was allotted the Schedule mentioned Landed Property measuring an area of 0.070 (Zero Point Zero Seven Zero) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1290 (One Two Nine Zero) and also Schedule mentioned Landed Property measuring an area of 0.034 (Zero Point Zero Three Four) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) as a sole Owner and Possessor AND Shri Uttam Kumar Shaw (Herein No.- 4 of FIRST PART) was allotted the Schedule mentioned Landed Property measuring an area of 0.027 (Zero Point Zero Two Seven) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1290 (One Two Nine Zero) and also Schedule mentioned Landed Property measuring an area of 0.053 (Zero

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Point Zero Five Three) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) as a sole Owner and Possessor.

S. **AND WHEREAS** after coming into force of the West Bengal Land Reforms Act (W. B. L. R. Act), "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1290 (One Two Nine Zero) was duly recorded in the L. R. R. O. R. as L. R. Plot No.- 3323 (Three Three Two Three); "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1289 (One Two Eight Nine) was duly recorded in the L. R. R. O. R. as L. R. Plot No.- 3325 (Three Three Two Five) and "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1291 (One Two Nine One) was duly recorded in the L. R. R. O. R. as L. R. Plot No.- 3324 (Three Three Two Four) . Being an absolute Owner, the said Lab kishore Shaw (Herein Father of No.- 1 and No.-2 of FIRST PART) mutated his name in the office of B. L. & L. R. O., Burdwan and his name was duly recorded in the L. R. R. O. R. in respect of the allotted "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1289 (One Two Eight Nine) and 1290 (One Two Nine Zero), which was allotted as per Final Decree formed in the Suit for Partition by meets and bounds being Title Suit No.- 192 of 2004 by the Learned Civil Judge (Senior Division), Burdwan, and the said Plot of Land is renumbered as L. R. Khatian No.- 6840 (Six Eight Four Zero), and enjoying his landed property by discharging his liabilities towards the State of West Bengal by paying unto it the revenue for the same . Being an absolute Owner, the said Dhanuk Kumar Shaw (Herein No.- 3 of FIRST PART) mutated his name in the office of B. L. & L. R. O., Burdwan and his name was duly recorded in the L. R. R. O. R. in respect of the allotted "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1289 (One Two Eight Nine) and 1290 (One Two Nine Zero), which was allotted as per Final Decree formed in the Suit for Partition by meets and bounds being Title Suit No.- 192 of 2004 by the Learned Civil Judge (Senior Division), Burdwan, and the said Plot of Land is renumbered as L. R. Khatian No.- 3449 (Three Four Four Nine) and also being absolute Owner, the said Dhanuk Kumar Shaw mutated his name in the office of B. L. & L. R. O., Burdwan and his name was duly recorded in the L. R. R. O. R. in respect of the Purchased

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"Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1291 (One Two Nine One), and the said Plot of Land is renumbered as L. R. Khatian No.- 9248 (Nine Two Four Eight) and enjoying his landed property by discharging his liabilities towards the State of West Bengal by paying unto it the revenue for the same . Being an absolute Owner, the said Uttam Kumar Shaw (Herein No.- 4 of FIRST PART) mutated his name in the office of B. L. & L. R. O., Burdwan and his name was duly recorded in the L. R. R. O. R. in respect of the allotted "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1289 (One Two Eight Nine) and 1290 (One Two Nine Zero), which was allotted as per Final Decree formed in the Suit for Partition by meets and bounds being Title Suit No.- 192 of 2004 by the Learned Civil Judge (Senior Division), Burdwan, and the said Plot of Land is renumbered as L. R. Khatian No.- 1287 (One Two Eight Seven), and enjoying his landed property by discharging his liabilities towards the State of West Bengal by paying unto it the revenue for the same . Thereby, the said Lab Kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw has acquired absolute and indefeasible right, title and interest over the Landed Property to which they were legally and lawfully entitled. Hence, the said Lab Kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw has acquired a good Title over the "Schedule" mentioned Land without any Interference or Intervention of any or by any other Person/s.

- T. **AND WHEREAS** thereafter, the said Lob kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw for the purpose of Conversion their Landed Property from Classification of Land as "Sali" to Classification of Land as "Bastu", made several Applications before the Competent Authority and got Permission for Conversion their Landed Property from Classification of Land as "Sali" to Classification of Land as "Bastu", in respect of the "Schedule" mentioned Landed Property, hereunder written, measuring an area about 13 (Thirteen) decimal (be the same a Little More or Less) being L. R. Plot No.- 3323 (Three Three Two Three) corresponding to R. S. Plot No.- 1290 (One Two Nine Zero) , the "Schedule" mentioned Landed Property, hereunder written, measuring an area about 16 (Sixteen) decimal (be the same a Little More or Less) being L. R. Plot No.- 3325 (Three Three Two Five) corresponding to R. S. Plot No.- 1289 (One Two

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Eight Nine) and the "Schedule" mentioned Landed Property, hereunder written, measuring an area about 09 (Nine) decimal (be the same a Little More or Less) being L. R. Plot No.- 3324 [Three Three Two Four] corresponding to R. S. Plot No.- 1291 (One Two Nine One) . The said Lab kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw, for their own interest, together & jointly intended & framed a scheme to get Constructed a multi-storied Building over their Schedule mentioned hereunder Three (3) Plots of Landed Property . But, for want of time, lack of their Experience and Fund the aforesaid Land Owners were unable to proceed with such Project . Therefore, the aforesaid Land Owners i. e. the said Lab Kishore Shaw, said Dhanuk Kumar Shaw and said Uttam Kumar Shaw, together & jointly intended and raise to develop their Schedule mentioned, hereunder written, Three (3) Plots of Landed Property by the Experience Developer, who is engaged in the business of Developing & Promoting and also Sponsoring Construction of multistoried Building having its Own Financial resources to carry out any Development Scheme, including Construction of multistoried Building, taking up all the related responsibility of Preparation and Sanction multistoried Building Plan for Construction and engage Engineers, masons and Labourers and wanted to enter into a Development Agreement with such Developer to develop on terms & conditions that Developer would construct a multistoried Building thereon at its Own Cost & Expenses . As per aforesaid Proposal of the said Land Owners, "PODDAR PROJECTS LIMITED" (Herein SECOND PART), a DEVELOPER FIRM, having its registered Office at Poddar Court, 9th Floor, 18, Rabindra Sarani, Kolkata- 700001, West Bengal, having its Knowledge & Experience, agreed to develop and construct a multistoried Building on Schedule mentioned, hereunder written, Three (3) Plots of Landed Property of the said Land Owners at its Own Cost & Expenses and would like to supervise of completing the construction of the Proposed multistoried Building as per the Plan Sanctioned by the Burdwan Municipality, Burdwan and therefore, the said Lab kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw, for their own interest, together & jointly and "PODDAR PROJECTS LIMITED" (Herein SECOND PART), a DEVELOPER, have entered into a Unregistered Development Agreement vide dated 14/02/2011 . Thereafter, the said Land Owners i.e.

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said Lob Kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw have entered into a Development Agreement with the said DEVELOPER, namely, "PODDAR PROJECTS LIMITED" (Herein SECOND PART), on Terms & Conditions as mentioned therein, to Lawfully construct the Proposed multistoried Building and also Executed a Development Power of Attorney concerning that Agreement and appointed the said DEVELOPER, namely, "PODDAR PROJECTS LIMITED" (Herein SECOND PART), as an agent of the aforesaid Land Owners would make Construction of the Proposed multistoried Building over the Schedule mentioned, hereunder written, Three (3) Plots of Landed Property by virtue of a Registered Development Agreement vide Deed No.- 020304274 for the year of 2017 vide dated 02/05/2017 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly incorporated in Book No.- 1, Volume No.- 02030-2017 in Pages from No. 69095 to No. 69165.

- U. **AND WHEREAS** during the continuance of the validity Period of aforesaid Registered Development Agreement, the said Lob kishore Shaw, Gifted his portion in the "Schedule" mentioned Land, hereunder written, in equal share in favour of his Two (2) Sons, namely, Shri Rajesh Shaw (Herein No.- 1 of FIRST PART) and Shri Rajen Shaw (Herein No.- 2 of FIRST PART) by virtue of a Registered Deed of Gift vide Deed No.- 1859 for the year of 2018 vide dated 12/03/2018 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and relinquished his all Right, Title & Interest and delivered the Possession in favour of the Shri Rajesh Shaw (Herein No.- 1 of FIRST PART) and Shri Rajen Shaw (Herein No.- 2 of FIRST PART) and on the basis of the aforesaid Deed of Gift, the said Rajesh Shaw (Herein No.- 1 of FIRST PART) and Rajen Shaw (Herein No.- 2 of FIRST PART) became a absolute Owner and is in Possession of the "Schedule" mentioned Land, hereunder written, in equal Shares . Thus, being absolute Owner the said Rajesh Shaw (Herein No.- 1 of FIRST PART) and Rajen Shaw (Herein No.- 2 of FIRST PART) mutated as well as recorded their names in L. R. Khatlan No.- 20424 (Two Zero Four Two Four) and 20425 (Two Zero Four Two Five) respectively and used to pay revenue thereon.

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- V. **AND WHEREAS** the Parties of the FIRST PART of this Indenture have acquired absolute and indefeasible Right, Title and Interest in the "Schedule" mentioned Land to which they were legally and lawfully entitled as well as have acquired a Good & Marketable Title over the "Schedule" mentioned Land without any Interference or Intervention of any or by any other Person/s.
- W. **AND WHEREAS** by virtue of the aforesaid Registered Development Agreement vide Deed No.- 020304274 for the year of 2017 vide dated 02/05/2017 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 02030-2017 in Pages from No. 69095 to No. 69165, the parties carried on the venture of the Development amongst themselves and finally when the Plan was sanctioned by virtue of the Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 to construct one B+G+7 Storied Commercial cum Residential Building comprising of multiple commercial units, residential units and parking spaces, the parties hereto decided to continue and complete the project in relation to the old Development Agreement and also decided to get themselves allocated with specific allocation in order to avoid further complicacy and future inconvenience and for such the FIRST PART informed that they want to execute a new Development Agreement along with a Power of Attorney therein on the following Terms and Conditions and after mutual discussions and on acceptance of the said Proposal of the Parties of the FIRST PART of this Indenture, the said DEVELOPER, namely, "Poddar Projects Limited" (herein Second Part) has accepted the said Offer and decided to raise construction as per the sanctioned plan as mentioned hereinabove by virtue of a Development Agreement cum Development Power of Attorney and the said Development Agreement cum Development Power of Attorney is hereby agreed between the Parties to be executed and registered on the following terms and conditions as stated below to develop the property with a project for construction of multi-storeyed commercial cum residential building along with commercial cum residential complex inclusive of Shops, Offices, Flats/Residential Units and Car Parking Spaces.

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

- 1.1 **PREMISES:** shall mean the premises with land as stated in the **First Schedule** of this agreement.
- 1.2 **BUILDING/S:** Shall mean the proposed multi-storeyed building/buildings along with residential building cum commercial complex cum housing complex inclusive of Shops, Offices, Residential Flats 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 Burdwan Municipality Sanctioned Plan being Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 in order to construct the total Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and shall also mean the any drawings/documents, duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan or amendment or modification of Plan in order to make such changes in the proposed Multi-Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the **Third Schedule** of this Indenture and the said Building will be named as styled as "**Burdwan Residency-5**".
- 1.3 **OWNERS:** shall mean
- a) **SHRI RAJESH SHAW**, Son of Shri Lob Kishore Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (Nearby Omkar Nath Ashram), Post - Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN: ALDPS0968H;**
- b) **SHRI RAJEN SHAW**, Son of Shri Lob Kishore Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar,

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District- Purba Bardhaman, West Bengal, PIN.-713101; PAN: ALDPS0968H;

- c) **SHRI DHANUK KUMAR SHAW**, Son of Late Ram Prasad Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; presently residing at Ananda Pally, P.O. Sripally, P.S. Burdwan Sadar, District - Purba Bardhaman, West Bengal, PIN-713103; PAN : **APBPS2600E**; and
- d) **SHRI UTTAM KUMAR SHAW**, Son of Late Ram Prasad Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; PAN : **ALYPS1055N**; and shall include his/her/their respective heirs, executors, administrators, representatives, transferees, assignees and nominees.

- 1.4 **DEVELOPER:** shall mean "PODDAR PROJECTS LIMITED" (CIN : L51909WB1963PHC025750), (PAN: AACCP5704B), [A Company duly incorporated and Registered under the Provisions of Indian Companies Act 1956] and having its registered Office at Poddar Court, 9th Floor, 18, Rabindra Sarani, Kolkata- 700001, West Bengal; represented by its Authorized Signatory cum Authorised Person namely **Mr. Pradip Ghosh**, S/o Late Trinath Chandra Ghosh. By Nationality: Indian, by caste Hindu, by occupation Service, residing at Bhagini Nibedita Sarani, MB Road, P.O. Birati, P.S. Nimta, Kolkata- 700051; PAN. **AKIPG9676Q**; and shall include its respective legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees.
- 1.5 **COMMON FACILITIES:** shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator space/room, 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 **Fourth Schedule** of this Indenture.
- 1.6 **OWNER'S ALLOCATION:** shall mean the absolute right of the OWNERS in

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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 OWNERS will be 40% of the proposed building/buildings being the residential building cum commercial complex cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality i.e., Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 in order to construct the total Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces as per their respective share over land more specifically mentioned in the Schedule, i.e., the OWNERS will altogether obtain the entitlement of the 40% in respect of the entire proposed building out of which they agree and undertake to give away 2 (two) Residential Apartments each admeasuring 771 Sq. Ft super built up area to the Developers and their retention of allocation shall compute and shall be limited to the residential area that remains after the deduction of 1542 Sq. Ft more or less (771x2) and 40% allocation in the Parking Space Area on the Basement and Ground Floor of the said Building and shall be limited to 40% allocation in the Commercial Space on the Ground Floor and First Floor of the said Building and along with the said Commercial Floor, the Owners were entitled to receive and get the Residential Units, Commercial Units and the Parking Units which is hereinafter referred as "**OWNERS' RETAINABLE ALLOCATION**" as detailed in the **Fifth Schedule** detailed hereinafter and save and except the aforesaid allocation the OWNERS will not be entitled to get and retain the any excess Constructed Spaces in respect of rest portion of the Building however and no deduction or adjustment of consideration money will be made from commercial area and the OWNERS shall also not be entitled to retain and keep any excess area and excess allocation and allotment in the any other floor of the Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building but the DEVELOPER will have unfettered right to transfer cum sale cum convey the said rest portion in respect of the entire constructed space in the Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Residential Building along with the entire DEVELOPER'S ALLOCATION in favour of any third person and for such the OWNERS hereby unconditionally allow and empower as well as authorize the Developer to sell the said rest portion except

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his allocated retainable allotment by deducting the adjustable Flats, in respect of the said Proposed multi-storied Residential Building consisting of several Commercial Units, Flats and Parking Spaces along with the entire DEVELOPER'S ALLOCATION in favour of any third person and the same is to be sold by the DEVELOPER in order to make adjustment of the forwarded consideration amount which is detailed in the Second Schedule of this Deed and for the such calculation, the OWNERS are entitled to get Retainable Allocation by deducting the adjustable allocation out of total 40% allocation in the said Proposed multi-storied Residential Building consisting of several Commercial Units, Flats and Parking Spaces which is scheduled for construction according to the sanctioned plan of the Burdwan Municipality i.e., Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 in order to construct the total Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces.

1.7 DEVELOPER'S ALLOCATION:

1.7.1 Shall mean the absolute right of the DEVELOPER in regard to 60% of the Total constructed portion of the proposed building/buildings being the residential building cum commercial complex cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality i.e., Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 in order to construct the total Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces in order to construct Multi-Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces as per their respective share over the entire **First Schedule** mentioned property including Car Parking/Garages and Shops, Offices, Residential Flats and Parking Spaces in all the floors **EXCEPT** the portion defined in the OWNER'S RETAINABLE ALLOCATION but shall have the right to sale the rest portion of Owner's Allocation to any prospective purchasers out of the remaining allocated portion of the OWNERS in order to make adjustment of the forwarded

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consideration money and the DEVELOPER will also get the entire DEVELOPER'S ALLOCATION in all other Floors 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, retain and also to Sell the entire allocation of its as defined hereinabove. Be it mentioned here that and no deduction or adjustment of consideration money will be made from OWNERS' allocated commercial area. The Details of the Developer's Allocation is detailed in the Sixth Schedule of the present Deed.

- 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 or amendment or modification to make the said Roof Habitable and Usable, then the DEVELOPER may make such addition and modification and alteration and construction over the said roof of the said building which is to be constructed in accordance with the said Plan then in that event the FIRST PART shall pay 40% of the cost of such plan sanction and the SECOND PART shall pay 60% of the cost of such plan sanction and the Developer Shall have it's allocation of 60% and the OWNERS shall have their allocation of 40% inclusive of all right, title and interest in respect of such construction which means that the DEVELOPER will get and obtain 60% allocation and the OWNERS will get and obtain 40% allocation from that particular construction.
- 1.7.3 Ground Floor Area and the Under Ground Floor Area which shall be the will be allotted in favour of the DEVELOPER and the OWNERS as per specification of allotment distribution; during the tenure of this Agreement, if the DEVELOPER obtains any excess or further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said Ground Floor Area and the Under Ground Floor Area of the said building which is to be constructed in accordance with the said Plan then the DEVELOPER shall have it's allocation of 60% inclusive of all right, title and interest in respect of such construction and the OWNERS shall have their allocation of 40%

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inclusive of all right, title and interest in respect of such construction which means that the OWNERS will get and obtain 40% allocation and the Developer will get and obtain 60% allocation from that particular floor or/and new construction.

- 1.8 ARCHITECT:** shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at its/his own cost and sole responsibility, subject to approval of the owner.
- 1.9 BUILDING PLAN:** shall mean the Burdwan Municipality Sanctioned Plan being Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 in order to construct the total Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces and also the extension order, revision order, other plan/plans for construction of the building, duly approved by the OWNERS and submitted by at the costs of the DEVELOPER to the Burdwan Municipal Authority in order to construct Multi-Storied Building i.e., Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building comprised with Shops, Offices, 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 Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces available for independent use and the occupation including the space demarcated for common facilities.
- 1.11 SALEABLE SPACE:** means, except OWNERS' ALLOCATION the space in the Building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 CARPET AREA:** means the net usable floor area of an office or shop or 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 office or shop or flat or apartment.
- 1.13 COVERED AREA:** shall mean the Plinth area of the said Residential Unit/

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Flat/Commercial Unit/Office/Shops including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between two Residential as well as Commercial Unit / Flats /Shops / Offices then one - half of the area under such wall shall be included in each Residential Unit / Flat / Commercial Unit / Offices / Shops.

- 1.14 UNDIVIDED SHARE:** shall mean the undivided proportionate share in the land attributable to the each Shops/Offices and Commercial Units / each Flat and Residential Unit / Parking Space comprised in the said Holding and the common portions held by and / or here in agreed to be sold to the respective Purchaser and also wherever the context permits.
- 1.15 CO - OWNER:** shall according to its context mean and include all persons who acquire or agree to acquire Commercial Unit/Shops/Offices and Residential Unit/Flat/Parking space in the Building, including the Developer for the Commercial Unit/ Shops/Offices and Residential Unit/Flats/Parking Spaces not alienated or agreed to be alienated.
- 1.16 OFFICE/SHOP/FLAT/UNIT:** shall mean the Commercial Unit/ Shop/Offices and Residential Unit/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 and/or intending Purchaser/s of different Commercial Unit/ Shop/Offices and Residential Unit/flats in the Building/s and shall also include the Developer herein and the Owners herein in respect of such Commercial Unit/ Shop/Offices and Residential Unit/flats which are retained and/or not alienated and/or not agreed to be alienated of the time being.
- 1.17 COMMON EXPENSES:** shall include all expenses to be incurred by the Co - owner for the maintenance, management and upkeep of the building in the said Holding for common purposes and also the charges to installation of Electricity.
- 1.18 COMMON PURPOSES:** shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co - Owner relating to their mutual rights and obligations for the most beneficial use and enjoyment of

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their respective units exclusively and the common perorations in common.

- 1.19 SUPER BUILT-UP AREA:** Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of **25% (Twenty Five Percent) (More or Less)** over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and Shall mean in context to a Commercial Unit/Shop/Office as the area of a Commercial Unit/Shop/Office computed by adding an agreed average percentage of **25% (Twenty Five Percent) (More or Less)** over the built-up and/or the covered area of the Commercial Unit/Shop/Office depending on the location and preferential and suitable side 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 its 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 and West Bengal Real Estate (Regulation and Development) Rules, 2021 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.
- 1.20 DEVELOPER'S ADVOCATE:** Shall mean **Sri Rajdeep Goswami, Ld. Advocate** of Burdwan District Judges' Court who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Commercial Unit/s/Shop/Office and Residential 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 and the OWNERS' ALLOCATION or any space in the building/s

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including the rights of transfer to the extent of the entire 100% share as defined and described in the **Clause No. 1.6 and 1.7.**

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 **OWNERS** are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said premises as mentioned in the **First Schedule** below.
- 2.2** That the said premises is free from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature and if such is not still then the **OWNERS** hereby unconditionally undertake to make the said **First Schedule** mentioned property free form 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** has borne the cost of demolishing, dismantling, disintegrating and dissolving the existing construction and has taken the possession of the vacant land in favour of them I.e., **DEVELOPER** provided that all the debris and rubbish has been retained by the **DEVELOPER** and has been decided as the property of the **DEVELOPER** and the **DEVELOPER** has borne 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 **OWNERS** will co-operate with the **DEVELOPER** in all aspects except Financially.
- 2.5** That the **OWNERS** by self or through their constituted attorney shall sign in all other necessary papers, documents, affidavits, declarations etc. require for modification of building plan/revised plan if necessary, and for construction of building which may be required by the Developer for the purpose of construction and development of the said property in the said premises.

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- 2.6 That 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 waster & drainage and other imputes and facilities and for other necessities required for which purpose the **OWNERS** hereby agree upon to execute a Power of Attorney through this Indenture in favour of "**PODDAR PROJECTS LIMITED**" (CIN : L51909WB1963PHC025750), (PAN: AACCP5704B), [A Company duly incorporated and Registered under the Provisions of Indian Companies Act 1956] and having its registered Office at Poddar Court, 9th Floor, 18, Rabindra Sarani, Kolkata- 700001, West Bengal; represented by its Authorized Signatory cum Authorised Person namely **Mr. Pradip Ghosh**, S/o Late Trinath Chandra Ghosh. By Nationality: Indian, by caste Hindu, by occupation Service, residing at Bhagini Nibedita Sarani, MB Road, P.O. Birati, P.S. Nimta, Kolkata-700051; PAN. AKIPG9676Q; 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 construction of the proposed building/s and to sell flats and car parking spaces with share in land.
- 2.7 That except the **OWNERS** no one else have any right title interest, claim or demand whatsoever or howsoever in respect of the said **First Schedule** mentioned premises or any portion thereof.
- 2.8 The **OWNERS** shall pay all revenue and taxes to the competent authority till the transfer of the flat or space premises to the intending purchaser or transferee from the and in respect of the **OWNER'S ALLOCATION**.
- 2.9 The **OWNERS** have absolute right and authority to enter into the agreement with the **DEVELOPER** in respect of their title in the said premises agreed to be developed.
- 2.10 That there is no arrear of taxes and / or other levies of impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.
- 2.12 That the said land is not a Debottor or Pirottor property.
- 2.13 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion

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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 OWNERS do not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1978 in respect of the said premises.
- 2.16 The OWNERS hereby undertake to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, liens, claims, damages, encumbrances and mortgages or any Third Party Possessory Rights or any Third Party Claim in the said premises arising out of or due to the negligence or non compliance of any law, bye-laws rules and regulations of the Burdwan Municipality or Government or local bodies including the Municipality as the case may be by the OWNERS and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to or concerning prior to execution of this Deed and the Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owner' 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 OWNERS in respect of their Allocation.
- 2.17 That during the continuance of this Agreement the OWNERS shall not any way cause any impediment or obstruction whatsoever in the construction or development of complex and building in the said **First Schedule** mentioned

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Property and hereunder empower the DEVELOPER to take up the construction work of the new building as per sanctioned plan of Burdwan Municipality.

- 2.18** The DEVELOPER will be strictly barred and will have no right and/or no authority and/or no privilege to give and/or to make and/or to use and/or to keep the said property in any kind of mortgage and/or pledge and/or hypothecate and/or charge and/or concur in pledging and/or hypothecating and/or charging with, to or in favour of any Bank or Banks or any other financial institutions and/or individual and/or body may it be a juristic or non-juristic entity and will have no right and/or no authority and/or no 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 otherwise for such mortgage and/or charge and/or hypothecation and/or pawn and/or pledge and/or lien and/or the like.

ARTICLE III - COMMENCEMENT:

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

ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION:

- 4.1** The OWNERS hereby grant exclusive right to the DEVELOPER to build upon and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER may choose by constructing a building thereon by way of the said construction is to be done according to the Burdwan Municipality by-laws, rules and regulations and not otherwise. The entire cost of construction of the building or whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, 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 OWNERS 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

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and in that regard the OWNERS 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 Offices and Shops and Flats from the intending Purchasers and in that regard the OWNERS 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.

- 4.2 The OWNERS have approved/will approve and signed/will sign the said ARCHITECT'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality by the DEVELOPER in the name of the owner, and/or the same is/will be awaiting SANCTION/APPROVAL from the Burdwan Municipality, after obtaining clearances from all other statutory bodies.
- 4.3 In the event, the Burdwan Municipality or any statutory authority requires any modification of the plan/plans submitted by the owner, the DEVELOPER shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect and the DEVELOPER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER shall bear all costs thereof for sanctioning the drawings/plans by the Burdwan Municipality and/or the other statutory authorities.
- 4.4 The OWNERS hereby executed a Power of Attorney through this Deed only in favour of the DEVELOPER only for the purpose of sanction/corrections and/or amendment of the plan of the building at the said premises, and with sale right, including enter into agreement with the intending purchaser and received the earnest money as well as consideration amount in respect of the allocation of the DEVELOPER.
- 4.5 All applications, plans and other papers including the ARCHITECTS DRAWINGS/DOCUMENTS referred to above shall be submitted by the

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DEVELOPER in the name of the OWNERS 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 excess payments and/or excess deposits and made by it in that account if any made by the Government or Municipality.

- 4.6 The DEVELOPER is entitled to receive possession of the FIRST SCHEDULE mentioned property within 7 Days from the date of execution of this Deed and such possession shall be in continuance during the entire construction and selling process.
- 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 OWNERS or if any of the OWNERS do have more than one Khatian is his/her name 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 as per the provision of WBLR Act and Rules and Doctrine of "One Man One Khatian" without any further delay out of their own cost and expenses and in this respect the DEVELOPER will simply cooperate but will not help and aid financially.
- 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 and to "Tamil" i.e., to incorporate and execute the said Conversion in the LRROR without any further delay out of their own cost and expenses and in this respect the DEVELOPER will simply cooperate but will not help and aid financially.
- 4.9 That if any sort of amalgamation or enamel is needed in regard to the First Schedule mentioned properties, then in that event within 15 days from the execution of the deed, the OWNERS will be duty bound to take all initiatives to amalgamate or enamel the property without any further delay out of their

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own cost and expenses and in this respect the DEVELOPER will simply cooperate but will not help and aid financially.

- 4.10 That if there any dispute regarding the Municipal Holding Number is present in regard to the First Schedule mentioned properties, then in that event within 15 days from the execution of the deed, the OWNERS will be duty bound to take all initiatives to rectify and obtain the proper Holding Number of the Property from the Burdwan Municipality by incorporating their names in the Records of Burdwan Municipality in respect of the Holding Mutation and Records in respect of the property without any further delay out of their own cost and expenses and in this respect the DEVELOPER will simply cooperate but will not help and aid financially.

ARTICLE V - TITLE DEEDS:

- 5.1 Immediately after the execution of this agreement the OWNERS shall hand over the Photocopies of all original Title Deed and other papers and writings including the Photocopies of last paid up Municipality bills and the other Bills including Photocopies of Revenue Receipt issued by the Government of West Bengal through B.L.L.R.O relating to the said **First Schedule** mentioned premises of and/or for necessary searches, to the DEVELOPER for inspection and record.
- 5.2 The DEVELOPER shall be entitled for detailed inspection of the original title deeds. The OWNERS shall strictly unconditionally keep the original Title Deeds in their local custody so that the DEVELOPER or the Advocate of the DEVELOPER to make convenient inspection.
- 5.3 Subject to the provisions contained herein, the OWNERS have and possess a marketable title to the said premises and the same is free from all encumbrances, charges, liens, lis-pendenses, attachments, trusts whatsoever or howsoever as mentioned above.
- 5.4 The deed of conveyance or deeds of conveyance shall be executed by the OWNERS and/or the DEVELOPER as the case may be in such part or parts as the DEVELOPER shall require. The cost and expenses involved for construction shall be borne and paid by the DEVELOPER alone.

ARTICLE VI - EXECUTION OF THE PROJECT:

- 6.1 As per the plans which has been sanctioned by the Burdwan Municipality and the OWNERS through their constituted Power of Attorney holder

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namely "PODDAR PROJECTS LIMITED" (CIN : L51909WB1963PHC025750), (PAN: AACCP5704B), [A Company duly incorporated and Registered under the Provisions of Indian Companies Act 1956] and having its registered Office at Poddar Court, 9th Floor, 18, Rabindra Sarani, Kolkata- 700001, West Bengal; represented by its Authorized Signatory cum Authorised Person namely **Mr. Pradip Ghosh**, S/o Late Trinath Chandra Ghosh. By Nationality: Indian, by caste Hindu, by occupation Service, residing at Bhagini Nibedita Sarani, MB Road, P.O. Birati, P.S. Nimta, Kolkata-700051; PAN. AKIPG9676Q; 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 OWNERS. The construction will be in accordance with the Burdwan Municipality sanctioned plans. The OWNERS 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 OWNERS shall not prevent the DEVELOPER of the said premises from constructing the building in accordance with the plans sanctioned by the Burdwan Municipality.

- 6.2 In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNERS and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNERS to carry out the construction of the proposed building which is to be completed and the entire project inclusive of selling out of all the Flats and Parking Spaces within 36 Months from the date of execution and registration of this Deed unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure, save and except that the DEVELOPER shall not be entitled to create any possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER shall not 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, even if such usage of the said property is collaterally or parallelly connected with the said construction work.

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- 6.3 The OWNERS will resume to be in possession over the said **First Schedule** mentioned property in respect to their Allocation and Portion of the Constructed Building within 36 Months from the date of execution and registration of this Deed of Development Agreement complete in all aspect along with all provision of water supply and electricity supply unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/FORCE MAJURE such as lockdown, government orders, pandemic outbreak, riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure. The OWNERS or any of their agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during this period the DEVELOPER will enjoy the right of absolute possession over the SAID PROPERTY.
- 6.4 That subject to Clause No. 6.2 and Clause 6.3 of this Agreement, if the DEVELOPER fails to carry out the project within the aforesaid time-frame and if the DEVELOPER fails to construct the proposed building within the stipulated time, then from that point of time and from that very moment only this agreement would be considered to have been terminated and frustrated without any notice and without any consent of the DEVELOPER and this Agreement along with its all ancillary and collateral power will cease and come to an end *ipso-facto* without any further document and the DEVELOPER hereby renders not to raise any objection in this regard in future either before any court and/or any other tribunal and/or any other statutory body and the OWNERS will take possession over the entire property along with constructed building irrespective of allocated share and the DEVELOPER will be bound to vacate the premises without any objection instantly and moreover in such event the OWNERS will refund the entire consideration amount which was paid by the DEVELOPER in favour of the OWNERS in pursuance of this Agreement and also shall take over the possession and ownership of the constructed portion of the building by paying the consideration and/or reimbursement for the above said construction and if any further claim is made by the Developer then such claim will be invalid and negligible even in the eyes of law and also in all courts, forums and tribunals as well as before the Arbitrator.

ARTICLE VII - SPACE ALLOCATION

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- 7.1 The DEVELOPER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER only and no one else but the said building is to be constructed by the manner and way with all specifications as stated in the **Third Schedule** of this Indenture.
- 7.2 The OWNERS shall be ENTITLED to the OWNERS' ALLOCATION as defined in **Clause 1.6** of this agreement.
- 7.3 The OWNERS shall be entitled to sell, transfer and/or otherwise deal with the owner's retainable allocation of space, except the vacant space, e.g. lawn or/and drive way or/and garden etc., the transfer of which is prohibited under Rules of Burdwan Municipality as well as West Bengal Municipal Act and/or by any other law for the time being in force.
- 7.4 In consideration of the DEVELOPER'S having constructed the building at its own costs and provided for the 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 OWNERS shall be entitled to sell, transfer and/or otherwise deal with the OWNER'S RETAINABLE ALLOCATION or Space i.e., the Retainable Space as per the Owner's Allocation or Space and on this regard it must be mentioned that the necessary connections including Transformer Charger in proportionate ratio 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 OWNERS and the DEVELOPER for the common use and enjoyment of owner's/developers allocation of space. Here it must be mentioned that OWNERS will get and obtain 40% in respect of the entire proposed building which they will retain and such shall compute and shall be limited to 40% allocation in the Parking Space Area on the Basement and Ground Floor of the said Building and shall be limited to 40% allocation in the Commercial Space on the Ground Floor and First Floor of the said Building and along with the said Commercial Floor, the Owners were entitled to receive and get the Residential Units, Commercial Units and the Parking Units which is hereinafter referred as "**OWNERS' RETAINABLE ALLOCATION**" as detailed in the **Fifth Schedule** detailed

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hereinafter and save and except the aforesaid allocation the OWNERS will not be entitled to get and retain the any excess Constructed Spaces in respect of rest portion of the Building however and no deduction or adjustment of consideration money will be made from commercial area and the OWNERS shall also not be entitled to retain and keep any excess area and excess allocation and allotment in the any other floor of the Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building but the DEVELOPER will have unfettered right to transfer cum sale cum convey the said rest portion in respect of the entire constructed space in the Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Residential Building along with the entire DEVELOPER'S ALLOCATION in favour of any third person and for such the OWNERS hereby unconditionally allow and empower as well as authorize the Developer to sell the said rest portion except his allocated retainable allotment by deducting the adjustable Flats, in respect of the said Proposed multi-storied Residential Building consisting of several Commercial Units, Flats and Parking Spaces along with the entire DEVELOPER'S ALLOCATION in favour of any third person and the same is to be sold by the DEVELOPER in order to make adjustment of the forwarded consideration amount which is detailed in the Second Schedule of this Deed and for the such calculation, the OWNERS are entitled to get Retainable Allocation by deducting the adjustable allocation out of total 40% allocation in the said Proposed multi-storied Residential Building consisting of several Commercial Units, Flats and Parking Spaces which is scheduled for construction according to the sanctioned plan of the Burdwan Municipality i.e., Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 in order to construct the total Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces.

- 7.7 The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion i.e., 60% of the Total constructed portion of the proposed building/buildings being the residential building cum commercial complex cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality i.e., Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated

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09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 in order to construct the total Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces in order to construct Multi-Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces as per their respective share over the entire **First Schedule** mentioned property including Car Parking/Garages and Shops, Offices, Residential Flats and Parking Spaces in all the floors **EXCEPT** the portion defined in the OWNER'S RETAINABLE ALLOCATION but shall have the right to sale the rest portion of Owner's Allocation to any prospective purchasers out of the remaining allocated portion of the OWNERS in order to make adjustment of the forwarded consideration money and the DEVELOPER will also get the entire DEVELOPER'S ALLOCATION in all other Floors 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, retain and also to Sell the entire allocation of its as defined hereinabove. Be it mentioned here that and no deduction or adjustment of consideration money will be made from OWNERS' allocated commercial area. The Details of the Developer's Allocation (inclusive of Developer's Allocation and also Owners' Deductable/Adjustable Allocation) is detailed in the Sixth Schedule of the present Deed.

- 7.8 Both the OWNERS and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price; be it mentioned here that if the DEVELOPER fails to provide and give the aforesaid areas of the Flats which are to be allotted to the OWNERS as per this Agreement and provides less quantum/area of the agreed area of the Flats then the DEVELOPER will be liable and duty bound to pay the said specific owner or to all the OWNERS as the case may be the price of the said less area provided as per the prevailing market value as per the sale price of other flats in the same building but if the DEVELOPER allots and/or allocates any excess area/quantum of area of the said flats(s) then the OWNERS individually or jointly will not be liable to pay any excess amount to the DEVELOPER.
- 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 and

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OWNERS jointly as per their share allocation ratio of 60:40 and the Ground Floor and the Under-Ground Floor Right and Allocation will be devolved upon the DEVELOPER and OWNERS jointly and together.

- 7.10** On completion of the building, but before giving possession, both the OWNERS and the DEVELOPER will conduct a joint survey of the carpet area, covered/built-up area and super built up space/area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocations.
- 7.11** That the DEVELOPER shall alone have the right to allocate flats and parking spaces to the intending purchasers from the DEVELOPER'S AGREED ALLOCATION and the OWNER'S ADJUSTABLE/DEDUCTABLE ALLOCATION and the OWNERS shall have no right whatsoever to enter into any agreement in respect of Developer's Allocation 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 (OWNERS) and the DEVELOPER will have no right to construct further floors in the said proposed building in future unless and until the OWNERS agree to do so by executing and registering a New Registered Development Agreement and authorizes the DEVELOPER by granting a New Development Power of Attorney.

ARTICLE VIII - COMMON FACILITIES:

- 8.1** As soon as the building is completed, the DEVELOPER shall give written notice cum Possession Certificate to the OWNERS requiring the OWNERS to take possession of their share of allocation in the building and as from date of service of such notice or issuance of such Certificate and for all times thereafter the parties shall be exclusively responsible for the payment of the Burdwan Municipality and property taxes, rate, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as THE SAID RATES) payable in respect of their respective allocations, such rates to be apportioned pro rata with reference to the total super built up space in the building if they are levied on the building as a whole.
- 8.2** The OWNERS 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

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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 OWNERS this behalf in respect of their proportionate share of the said rates.

- 8.3** As and from the date of receipt the possession certificate, the OWNERS 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 OWNERS shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.

ARTICLE IX - CONSIDERATION

- 9.1** That the OWNERS are entitled to receive earnest consideration amount in lieu of certain areas from the "OWNERS' ALLOCATION" as defined in **Clause 1.6** of this agreement from the DEVELOPER. The OWNERS shall retain their undivided proportionate share or interest share or interest in his 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 OWNERS' ALLOCATION to the building at the said premises and since the OWNERS' hereby entitled to get the consideration amount specifically detailed in the **Second Schedule**, the OWNERS who get the consideration amount are duty bound to make adjustment with the DEVELOPER in respect of the said consideration amount by allotting his proportionate share equivalent to the consideration amount in respect of the DEVELOPER at the time of booking of the parking spaces by the intending

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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 consideration amount as specified in the **Second Schedule** is adjustable at any and all time.

- 9.3 That OWNERS jointly and together was entitled to get a total sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) and subsequently the OWNERS received the said agreed sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) [The payment process is specifically detailed in the Second Schedule of this Agreement] as the Earnest Consideration 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 Parking Spaces and also Selling Out of the Parking Spaces in the said Multi-storied Building which is detailed in the Clause No. 1.6 of this Agreement.

That the OWNERS were entitled to get a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) and has received the said amount [The payment system is specifically detailed in the Second Schedule of this Agreement] as the Earnest Consideration Amount for Development of the entire proposed to be constructed building i.e., the Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Commercial cum residential building save and except the retainable and agreed to be kept allocated 40% Share in the building and 40% Covered Parking Space Area in the Basement and Ground Floor and 40% allocation in the Commercial Portion 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 constructed Spaces in respect of the said rest portion of the Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Commercial cum Residential Building save and except the retainable residential flat areas and parking areas but by no manner, any adjustment is permissible from the Owners' Retainable Allocation and agreed to be kept Residential Flats and Roof Covered Parking Spaces in the Basement and Ground Floor of the OWNERS as per this agreement and out of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) OWNERS have already obtained and received Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) from the DEVELOPER till the date of execution and registration of the this agreement in different instalments.

- 9.4 That in respect of the DEVELOPER'S ALLOCATION in respect of the Total

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Constructed Portion of the Building, the DEVELOPER shall receive the consideration price from the intending purchasers as per the agreed upon set forth consideration amount and schedule of payment, payable by the intending purchasers from the total Developer's Allocation and from the rest constructed portion of the building and that will be adjusted after receiving advance from the intending purchasers against each Car Parking Space at the time of execution of Agreement of Sale and the same will/may also be adjusted from the consideration amount of the Garage/Car Parking Space at the time of Execution of the Deed of Conveyance.

ARTICLE X - TIME FOR COMPLETION:

- 10.1** The entire project inclusive of selling of all flats and parking spaces shall be completed within 36 Months from the date of execution and registration of this Deed of Agreement for Development unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAEJURE such as Lockdown, Pandemic Outbreak, 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 OWNERS and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or construed as a joint venture between the OWNERS and the DEVELOPER nor shall the OWNERS and the DEVELOPER in any manner constitute an association of persons.
- 11.2** The DEVELOPER shall not be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm or to any third party being an individual and/or juristic entity by any means and this Agreement along with the integrated Power of Attorney 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 at all.
- 11.3** All dealings to be made by the DEVELOPER in respect or the construction of the buildings and development of the complex as well as for Booking and executing Agreement for Sale and also Sale Deed of Flats and Car Parking Space and moreover the receiving of earnest consideration amount, advance