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

[Signature]
Additional District Sub-Registrar
BUDWAN

26 AUG 2019

Prakash Kumar Agarwal
Ramesh Agarwal

JDA REALTORS
Nishu Agarwal
Proprietor

AGREEMENT FOR DEVELOPMENT AND DEVELOPMENT POWER OF ATTORNEY

:: Om Gurbey Namah ::

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 26TH DAY OF AUGUST, TWO THOUSAND AND NINETEEN (2019)

BETWEEN

[Signature]

Dinesh Kumar Agarwal
Ramesh Agarwal.

JDA REALTORS
Ning Agarwal
Proprietor

1. **MR. DINESH KUMAR AGARWAL**, S/o Sri Durga Prasad Agarwal, by Nationality Indian, by faith: Hindu, by Occupation: Business, residing at Pageya Mahal Road, Dighirpool, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; PAN: ACGPA2758R; and
2. **MR. RAMESH AGARWAL**, S/o Sri Durga Prasad Agarwal, by Nationality Indian, by faith: Hindu, by Occupation: Business, residing at Pageya Mahal Road, Dighirpool, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; PAN: ACUPA1017F; hereinafter called and referred as the **OWNERS** (which express or shall unless excluded his/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

And

"JDA REALTORS" (A Proprietorship Organization) having it's Registered Office at P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102, represented by its Sole Proprietor namely **MR. NIRAJ AGARWAL**, S/o Mr. Sandip Agarwal, by faith- Hindu, by profession - Business, resident of Kamala Kanta Kali Bari, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; PAN: BUNPA2897R; herein after called the **DEVELOPER** (which express or shall unless excluded his/its and each of his/its respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

- A. **WHEREAS**, the **OWNERS** are the sole and absolute owners and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the **"SAID PREMISES"**).

Dr. Neel Kumar Dasgupta
Ramesh Agarwal,

JDA REALTORS
Nishij Agarwal
Proprietor

- B. **AND WHEREAS**, the First Schedule mentioned property being R.S. Plot No. 2897 presently comprising in L.R. Plot No. 2305 presently appertaining in present L.R. Khatian Nos. 19726 & 19772 of Mouza- Bardhaman, J.L. No. 30 situated within the limit of Burdwan Municipality of P.S. Burdwan, Dist. Purba Bardhaman measuring an area of 0.10 Acres i.e., 10 decimals i.e., 6 Kathas belongs to the Party of the FIRST PART. The entire said First Schedule mentioned Landed Property only (without any structure) comprising in R.S. Plot No. 2897 appertaining to R.S. Khatian No. 3432 was originally belonged to One Gopal Chandra Haldar and one Nityananda Haldar who during their lifetime purchased the said property from one Sarojini Dasi by virtue of the Registered Sale Deeds being No. 1-1091 for 1941 and 1-5144 for 1942, both registered in the Office of Burdwan Sub-Registrar and subsequently they became the absolute owners and possessors in respect of the said property and recorded their names in the R.S. Records of Rights having equal shares in the said property.
- C. **AND WHEREAS**, the said Nityananda Haldar during his lifetime executed and registered one Will being No. III-29 for 1959 registered at the office of the Burdwan Sub-Registrar and after the death of the said Nityananda Haldar, the will was probated by virtue of the Order of the Hon'ble District Judge, Burdwan in regard to Will Probate Case No. 76 of 1970 and in pursuance of the said order and probate certificate one Mrityunjoy Haldar and one Dhananjoy Haldar obtained the share of the said Late Nityananda Haldar in respect of the First Schedule mentioned R.S. Plot Number.
- D. **AND WHEREAS**, the said Gopal Chandra Haldar along with the said Mrityunjoy Haldar and Dhananjoy Haldar sold the First Schedule mentioned Landed Property only (without any structure) in favour of one Durgaprasad Agarwal and one Gobindo Prasad Agarwal by virtue of a Deed of Sale being

Dinesh Kumar Agarwal
Ramesh Agarwal.

JDA REALTORS
Dinesh Kumar Agarwal
Proprietor

No. I-9124 for 1975, incorporated in Book No. I, Volume No. 103 and registered at the Office of the Burdwan Sub-Registrar and since then the said Durgaprasad Agarwal and Gobindo Prasad Agarwal became the absolute owners and possessors in respect of the said property and recorded and mutated their names in the L.R. Record of Rights and also recorded their names in the records of Burdwan Municipal Holding and subsequently together and jointly obtained the sanctioned plan for constructing residential building on and over the said vacant land and thereafter constructed the present structure thereon.

- E. **AND WHEREAS**, the said Gobindo Prasad Agarwal gifted his entire share the First Schedule mentioned Landed Property with structure thereon in favour of his brother Durgaprasad Agarwal by virtue of a Deed of Gift being No. I-4156 for 2005, incorporated in Book No. I, Volume No. X-148, Page Nos. 31 to 34 and registered at the Office of the Burdwan Additional Sub-Registrar and since then the said Durgaprasad Agarwal became the absolute sole and exclusive owner and possessor in respect of the said property and recorded and mutated his names in the L.R. Record of Rights in respect of the entire First Schedule mentioned property and also recorded his name in the records of Burdwan Municipal Holding.
- F. **AND WHEREAS**, the said Durga Prasad Agarwal gifted the First Schedule mentioned Landed Property with structure thereon in favour of his sons namely Dinesh Kumar Agarwal and Ramesh Agarwal by virtue of a Deed of Gift being No. I-2967 for 2007, incorporated in Book No. I, Volume No. 121, Page Nos. 39 to 43 and registered at the Office of the Burdwan Additional Sub-Registrar and since then the said Dinesh Kumar Agarwal and Ramesh Agarwal became the absolute sole and exclusive owner and possessor in respect of the said property and recorded and mutated their names in the L.R. Record of

Dr. Hechunor Agarwal
Ramesh Agarwal

JDA REALTORS
Ning Agarwal
Proprietor

Rights in respect of the entire First Schedule mentioned property in L.R. Khatian Nos. 19726 & 19772 and also recorded their names in the records of Burdwan Municipal Holding No. 55 at Pageya Mahal under Ward No. 21 within the ambit of the Burdwan Municipality.

G. **AND WHEREAS**, the present OWNERS who jointly and together obtained the same property from their Father by virtue of the aforesaid Gift and as of now the Party to the **FIRST PART** are currently and presently the Owners to the extent of total area 0.10 Acres of Land (A little more or less) of Land by virtue of the aforesaid Deed of Gift as aforesaid in respect of the property as mentioned in the **First Schedule** and has been fully seized and possessed with absolute right, title, interest therein and accordingly their name has been recorded in the present L.R. Khatian Nos. 19726 & 19772, corresponding to LR Plot No. 2305 of Mouza- Burdwan, J.L. No. 30, City & P.S. Burdwan, Dist. Purba Bardhaman and hence they have been fully seized and possessed with absolute right, title, interest therein in respect of the total 0.10 Acres i.e., 10 Decimals of Land (A little more or less) of property along with structure thereon as mentioned in the **First Schedule** and the present OWNERS have been possessing the all the aforesaid properties on payment of Govt. rents, Municipality Tax etc. for the property exclusively in their name on appropriate receipt thereof without any dispute and without the intervention of any Third Party.

H. That there is a large portion of land being 0.10 Acres i.e., 10 Decimals of Land along with structure thereon being the First Schedule mentioned property which is unmaintained and thereby the OWNERS have taken decision to demolish, dismantle, disintegrate and dissolve the existing construction and thereafter to construct multistoried residential building/buildings along with residential building cum housing complex

in here mentioned

Ramesh Agarwal

JDA REALTORS

Vinay Agarwal
Proprietor

inclusive of Flats/Residential Units and Car Parking Spaces by constructing building/s and to develop the premises which is not being looked after by the OWNERS due to their inexperience in the field of maintenance of property and also occupational dilemma as well as ill health and habitation uncertainty in the City of Burdwan and thereby the OWNERS have jointly unanimously taken decision to demolish the present dilapidated construction and to construct of Residential building/buildings along with residential building cum housing complex comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises.

- i. That the OWNERS neither have the capacity nor have the ability both financially and technically and also nor have any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with residential building cum housing complex by erecting multistoried residential building/buildings along with residential building cum housing complex thereon inclusive of Flats and Car Parking Spaces.
- j. That the DEVELOPER is itself is a highly reputed developer Proprietorship Organization in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and skill to develop the same. So the OWNERS of the First Schedule mentioned property gave offer to the DEVELOPER to develop the First Schedule properties as mentioned below. In response to that offer the DEVELOPER has accepted on the following terms and conditions as stated below to develop the property with a project for construction of residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces.

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

Dinesh Kumar Agarwal

Ramesh Agarwal

JDA REALTORS
Nishij Agarwal
Proprietor

ARTICLE I - DEFINITIONS:

- 1.1 **PREMISES/PROPERTY:** shall mean the premises with land as stated in the First Schedule of this agreement.
- 1.2 **BUILDING/S:** shall mean the proposed multi-storied building/buildings along with multi-storied residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, to be duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan in order to construct Multi- Storied Building comprised with Residential Flats and Parking Spaces and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the **Second Schedule** of this Indenture and the said Building will be named as styled as "**J. D. & D. P. Apartment**".
- 1.3 **OWNERS:** shall mean
1. **MR. DINESH KUMAR AGARWAL**, S/o Sri Durga Prasad Agarwal, by Nationality Indian, by faith: Hindu, by Occupation: Business, residing at Pageya Mahal Road, Dighirpool, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; PAN: ACGPA2758R; and
 2. **MR. RAMESH AGARWAL**, S/o Sri Durga Prasad Agarwal, by Nationality Indian, by faith: Hindu, by Occupation: Business, residing at Pageya Mahal Road, Dighirpool, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; PAN: ACUPA1017F; and shall include their/his

Sandip Kumar Agarwal
Ramshi Agarwal,

JDA REALTORS
Niraj Agarwal
Proprietor

respective heirs, executors, administrators, representatives, transferees, assignees and nominees.

- 1.4 **DEVELOPER:** shall mean "**JDA REALTORS**" (A Proprietorship Organization) having its Registered Office at P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102, represented by its Sole Proprietor namely **MR. NIRAJ AGARWAL**, S/o Mr. Sandip Agarwal, by faith- Hindu, by profession - Business, resident of Kamala Kanta Kali Bari, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; **PAN. BUNPA2897R**;
- 1.5 **COMMON FACILITIES and PARTS:** shall include corridors, hall ways, drive ways, lift, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator room, security room, community room, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the Third schedule of this Indenture.
- 1.6 **OWNER'S ALLOCATION:** shall mean the absolute right of the OWNERS in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNERS will be 2 (Two) Entire Floors in the entire in the proposed building/buildings being the residential building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality i.e., Burdwan Municipal Authority as per their respective share over land more specifically mentioned in the First Schedule, i.e., the OWNERS will altogether entitled to obtain the entitlement of 3rd (Third) Floor and the 4th (Fourth) Floor entirely inclusive of the all Flats cum Residential Units therein within the said Floor of the said Proposed multi-storeyed Residential

Prakash Kumar Agarwal
Samish Agarwal

JDA REALTORS
Nitin Agarwal
Proprietor

Building consisting of several Flats and Parking Spaces and the same to be used and enjoyed and possessed by them personally along with their family members and out of that allocation the **OWNER No. 1** will obtain the entire 4th (Fourth) Floor entirely inclusive of the all Flats cum Residential Units therein within the said Floor of the said Proposed multi-storeyed Residential Building consisting of several Flats and Parking Spaces and the same to be used and enjoyed and possessed by him personally along with his family members; and **OWNER No. 2** will obtain the entire 3rd (Third) Floor entirely inclusive of the all Flats cum Residential Units therein within the said Floor of the said Proposed multi-storeyed Residential Building consisting of several Flats and Parking Spaces and the same to be used and enjoyed and possessed by him personally along with his family members and both of the OWNERS being the **OWNER No. 1** and the **OWNER No. 2** will together and jointly get and obtain 40% Space Allocation in the Parking Lot inclusive of Covered Car/Four Wheeler Parking Spaces in the Ground Floor of the said Building whereas the said allocation of parking area are to be defined and demarcated after sanction of the Municipal Plan by the Burdwan Municipality and for the such calculation, each of the OWNERS are entitled to get 2 (Two) Entire Floors and 40% Space Allocation in the Parking Lot inclusive of Covered Car/Four Wheeler Parking Spaces in the Ground Floor of the said Building together in the said Proposed multi-storeyed Residential Building consisting of several Flats and Parking Spaces.

1.7 DEVELOPER'S ALLOCATION:

1.7.1 Shall mean the absolute right of the DEVELOPER in regard to the Entire total constructed portion of the proposed building/buildings being the residential building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to



Praveen Kumar Agarwal
Ramish Agarwal,

JDA REALTORS
Niraj Agarwal
Proprietor

raise construction of the Multi-Storied Building comprised with Residential Flats and Parking Spaces and to utilize the land to aid and support the process of construction of the multi-storeyed residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises as per their respective share over the entire Schedule mentioned property including Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors EXCEPT the portion defined in the OWNER'S ALLOCATION i.e., the DEVELOPER will have exclusive right to enjoy as per its entitlement and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its as defined hereinabove.

- 1.7.2 Roof area which shall be the roof/roves directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the DEVELOPER and OWNERS jointly; during the tenure of this Agreement, if the DEVELOPER obtains any further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said roof in accordance with the said Plan and the DEVELOPER alone shall be entitled to get and obtain the entire said new floor and the OWNERS will have 40% right, title and interest in respect of such construction but the OWNERS will not their allocation directly in that particular floor or/and new construction but shall simply appoint the Developer as their Attorney and the Developer will be entitled to sale the said prospective roof areas and may also be able to execute and register agreement, allotment and sale deed in that regard and the Owners will obtain and receive the possession in respect of the said prospective construction and the present OWNERS admit and

Bishu Kumar Agarwal

Kamish Agarwal,

JDA REALTORS

Niraj Agarwal
Proprietor

agree and declare not to raise any objection whatsoever in this regard in future.

- 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 his own cost and sole responsibility, subject to approval of the owner.
- 1.9 **BUILDING PLAN**: shall mean the plan/plans for construction of the building, duly approved by the OWNER and submitted by at the costs of the DEVELOPER to the Burdwan Municipal Authority in order to construct Multi-Storied Building comprised with Residential Flats and Parking Spaces and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises 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 it will also include any further permission by way of Burdwan Municipality Sanctioned Plan in order to raise and construct further floors over the top floor.
- 1.10 **CONSTRUCTED SPACE**: shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 1.11 **SALEABLE SPACE**: means, except OWNER'S ALLOCATION the space in the Building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 **CARPET AREA**: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive

Dina Kumar Agarwal

Kamya Agarwal

JDA REALTORS

Nishi Agarwal

Proprietor

balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

- 1.13 COVERED AREA:** shall mean the Plinth area of the said Residential Unit / Flat / Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between two Residential Unit / Flats / Parking Space then one - half of the area under such wall shall be included in each Residential Unit / Flat.
- 1.14 UNDIVIDED SHARE:** shall mean the undivided proportionate share in the land attributable to the 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 Residential Unit / Flat / Parking space in the Building, including the Developer for the Residential Unit/ Flats / Parking Spaces not alienated or agreed to be alienated.
- 1.16 FLAT/UNIT:** shall mean the 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 Residential Unit/flats in the Building/s and shall also include the Developer herein and the owner herein in respect of such 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 - owners for the maintenance, management and upkeep of the building in the

Dinesh Kumar Agarwal
Ramesh Agarwal

JDA REALTORS
Nitin Agarwal
Proprietor

said Holding for common purposes and also the charges to installation of Electricity.

- 1.18 **COMMON PURPOSES:** shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co - Owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.
- 1.19 **SUPER BUILT-UP AREA** Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of 25% (Twenty Five Percent) over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and such will be used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per 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 WBHIR Act, 2017 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 MR. RAJDEEP GOSWAMI, Ld. Advocate of District Judges' Court, Burdwan who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including

Sanjay Kumar Agarwal
Ramesh Agarwal

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Nitin Agarwal
Proprietor

the Deed of Conveyance/s thereof.

- 1.21 **TRANSFER:** with its grammatical variations shall include a transfer by and/or of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storeyed building/s to purchasers thereof although the same may not amount to a transfer in law.
- 1.22 **TRANSFeree/INTENDING PURCHASER:** shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPERS ALLOCATION or any space in the building/s has been transferred by the OWNER including the rights of transfer to the extent of his own share as defined and described as the OWNER'S ALLOCATION.
- 1.23 **MASCULINE GENDER:** shall include feminine gender and vice versa.
- 1.24 **SINGULAR NUMBER:** shall include plural number and vice versa.

ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS:

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

- 2.1 That the **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 from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within 3 Months from this very date of execution of this Agreement.

Niraj Agarwal

Kamlesh Agarwal

JDA REALTORS
Niraj Agarwal
Proprietor

- 2.3 That the OWNERS will bear the cost of demolishing, dismantling, disintegrating and dissolving the existing construction and will give the possession of the vacant land in favour of the DEVELOPER provided that all the debris and rubbish will be retained by the OWNERS and shall be their property and the DEVELOPER will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation and will also be liable to build and construct a boundary on the West Side of the said property.
- 2.4 That the DEVELOPER will bear all expenditure 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.
- 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 "JDA REALTORS" (A Proprietorship Organization) having it's Registered Office at P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102, represented by its Sole Proprietor namely MR. NIRAJ AGARWAL, S/o Mr. Sandip Agarwal, by faith- Hindu, by profession - Business, resident of Kamala Kanta Kali Bari, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin -

Sanjay Kumar Agarwal

Kamish Agarwal

JDA REALTORS
Nishij Agarwal
Proprietor

713102; PAN: BUNPA2897R; whereas such power or authority to be executed by a Registered Power of Attorney and/or a Power of Attorney within this registered Development Agreement as required by the DEVELOPER to sign by the OWNER all such application as to be require for the purpose and in connection with the construct of the proposed building/s and to sell flats and car parking spaces with share in land.

- 2.7 That except the OWNERS no one else have any right title interest, claim or demand whatsoever or howsoever in respect of the said 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.
- 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 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

Shashikumar Agarwal
Ramesh Agarwal

JDA REALTORS
Niraj Agarwal
Proprietor

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 i.e., Burdwan Municipal Authority 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 Owners' allocation will be borne by the Owners. 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.

Prakash Kumar Agarwal

Ramesh Agarwal

JDA REALTORS
Niraj Agarwal
Proprietor

2.17 That during the continuance of this Agreement the **OWNERS** shall not make any transfer and shall not create any charge or shall not pledge or hypothecate or shall not create any Third Party interest in respect of the **First Schedule** mentioned property and 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 Property and hereunder empower the **DEVELOPER** to take up the construction work of the new building as per sanctioned plan of Burdwan Municipality i.e., Burdwan Municipal Authority.

2.18 That if the **DEVELOPER** fails to carry out the project within the aforesaid time-frame and if the **DEVELOPER** fails to construct the proposed building within the stipulated time or if the **DEVELOPER** fails to hand over the possession of the agreed to be allocated Flats and Parking Spaces to the Owners as per the Owner's Allocation within the stipulated time period (as mentioned in this agreement) then the **DEVELOPER** shall have to extend the time limit with the written permission from the **OWNERS** and the **OWNERS** will also extend the time limit for certain months which will be called and termed as the "Extension Period" on condition that the **DEVELOPER** shall pay Rs. 5,000/- (Rupees Five Thousand Only) per Month as the damages and compensation to each of the **OWNERS** i.e., the **DEVELOPER** will pay Rs. 10,000/- (Rupees Ten Thousand Only) per month to both 2 (Two) Owners for the aforesaid Extension Period.

ARTICLE III - COMMENCEMENT:

3.1 This agreement shall commence or shall deem 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

Ramkrishna Aggarwal

Ramkrishna Aggarwal

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and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER may choose by constructing a building thereon by way of the said new construction is to be done according to the Burdwan Municipality i.e., Burdwan Municipal Authority by-laws, rules and regulations and not otherwise.

- 4.2 The OWNER have approved/will approve and signed/will sign the said ARCHITECT'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality i.e., Burdwan Municipal Authority by the DEVELOPER in the name of the OWNER, and/or the same is awaiting SANCTION/APPROVAL from the Burdwan Municipality i.e., Burdwan Municipal Authority, after obtaining clearances from all other statutory bodies.
- 4.3 In the event, the Burdwan Municipality i.e., Burdwan Municipal Authority or any statutory authority requires any modification of the plan/plans submitted by the owner, the DEVELOPER shall cause the Architect's Drawings/Plans to be altered changed as may be required, by the said Architect and the DEVELOPER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER shall bear all costs thereof for sanctioning the drawings/plans by the Burdwan Municipality i.e., Burdwan Municipal Authority and/or the other statutory authorities.
- 4.4 The OWNER hereby declare, undertake, admit and acknowledge to execute a Power of Attorney through this Deed 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.

Prakash Kumar

Kamish Agarwal

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Proprietor

- 4.5 All applications, plans and other papers including the ARCHITECTS DRAWINGS/DOCUMENTS referred to above shall be submitted by the DEVELOPER in the name of the OWNER of the said premises, but otherwise at the cost and expenses of the DEVELOPER only and the DEVELOPER shall pay and bear the EXPENSES for submission of Architects drawings/documents and other like fees, charges and expenses, required to be paid or deposited for SANCTION of the said project design and construction thereon provided always that the DEVELOPER shall be exclusively entitled to all REFUNDS of any and all payments and/or deposits and made by him in that account.
- 4.6 After getting free and vacant possession of the said premises, demolition of the existing building/structures (if any) on the said premises and removal of the debris shall be the responsibility and at the cost of the OWNERS only, provided, however, that the debris, salvage and materials arising there from shall belong solely to the OWNERS and the DEVELOPER by any and all means will be barred from the right to claim to the same.
- 4.7 That if at the time of the execution of the deed the record of name of the property remains in the name of any other person except that of the OWNER then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to mutate the names in their names without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.8 That if at the time of the execution of the deed the record of nature and character of the property remains in any nature other than Bastu and/or Bhiti then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to convert the nature and character of the property without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.9 That if any sort of amalgamation or enamel is needed in regard to the

Prakash Kumar

for head the owner signed

Ranish Aggarwal

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Niraj Aggarwal
Proprietor

Schedule mentioned properties, then in that event within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to amalgamate or enamel the property without any further delay and in this respect the DEVELOPER will simply cooperate.

ARTICLE V - TITLE DEEDS:

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

ARTICLE VI - EXECUTION OF THE PROJECT:

Sketch Memorandum

Sanctioned

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Proprietor

6.1 After the plan being sanctioned by the Burdwan Municipality i.e., Burdwan Municipal Authority and the OWNERS by themselves or through their constituted Power of Attorney holder namely "JDA REALTORS" (A Proprietorship Organization) having it's Registered Office at P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102, represented by its Sole Proprietor namely **MR. NIRAJ AGARWAL**, S/o Mr. Sandip Agarwal, by faith-Hindu, by profession - Business, resident of Kamala Kanta Kali Bari, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; PAN: **BUNPA2897R**; 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 of the premises in the possession of the OWNERS. The construction will be in accordance with the Burdwan Municipality i.e., Burdwan Municipal Authority sanctioned plan. 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 OWNER shall not prevent the DEVELOPER of the said premises from constructing the building in accordance with the plans sanctioned by the Burdwan Municipality i.e., Burdwan Municipal Authority.

6.2 In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNER and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNER to carry out the construction of the proposed building which is to be completed within 36 months from the date of getting the Burdwan Municipality i.e., Burdwan Municipal Authority Sanction Plan and from the date of vacant possession given by the OWNERS to the DEVELOPER building is to be constructed, whichever is later, save and except that the DEVELOPER shall not be entitled to create any possessory right over the said property

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

- 6.3 The OWNERS will vacate the First Schedule mentioned property and deliver the possession in favour of the DEVELOPER.
- 6.4 The OWNERS will resume to be in possession over the said First Schedule mentioned property in respect to his Allocated Portion of the Constructed Building after the completion of the project but not before that and during the continuation of term of the project, i.e. 36 months after the obtaining of the sanctioned plan from the Burdwan Municipality i.e., Burdwan Municipal Authority. 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 and the said Proposed Building consisting of Flats and Parking Spaces will be named as styled as "J. D. & D. P. APARTMENT".

ARTICLE VII - SPACE ALLOCATION

- 7.1 The DEVELOPER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER only and no one else but the said building is to be constructed by the manner and way with all specifications as stated in the **Second schedule** of this Indenture.
- 7.2 The OWNERS shall be ENTITLED to the OWNER'S 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

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Ramesh Agarwal

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Proprietor

the owner's allocation of space, except the vacant space, e.g. lawn or/and drive way or/and garden etc., the transfer of which is prohibited under Rules of Burdwan Municipality i.e., Burdwan Municipal Authority as well as West Bengal Municipal Act and/or by any other law for the time being in force.

- 7.4 In consideration of the DEVELOPER'S having constructed the building at his own costs and provided for the OWNER'S ALLOCATION as above, the DEVELOPER shall be entitled to the remaining total super built up space in the said building including common parts and areas.
- 7.5 The OWNER shall be entitled to sell, transfer and/or otherwise deal with the OWNER'S ALLOCATION of space and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee from OWNER'S ALLOCATION only by the DEVELOPER where the cost and expenses of such installation must be incurred by the intending purchaser/transferee.
- 7.6 The common area/facilities shall be jointly owned by the 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 retain and enjoy their entitlement of the 2 (Two) Entire Floors in the entire in the proposed building/buildings being the residential building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality i.e., Burdwan Municipal Authority as per their respective share over land more specifically mentioned in the **First Schedule**, i.e., the OWNERS will altogether entitled to obtain the entitlement of 3rd (Third) Floor and the 4th (Fourth) Floor entirely inclusive of the all Flats cum Residential Units therein within the said Floor of the said Proposed multi-storeyed Residential Building consisting of several Flats and Parking Spaces and the same to be used and enjoyed and possessed by them personally along

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with their family members and out of that allocation the OWNER No. 1 will obtain the entire 4th (Fourth) Floor entirely inclusive of the all Flats cum Residential Units therein within the said Floor of the said Proposed multi-storeyed Residential Building consisting of several Flats and Parking Spaces and the same to be used and enjoyed and possessed by him personally along with his family members; and OWNER No. 2 will obtain the entire 3rd (Third) Floor entirely inclusive of the all Flats cum Residential Units therein within the said Floor of the said Proposed multi-storeyed Residential Building consisting of several Flats and Parking Spaces and the same to be used and enjoyed and possessed by him personally along with his family members and both of the OWNERS being the OWNER No. 1 and the OWNER No. 2 will together and jointly get and obtain 40% Space Allocation in the Parking Lot inclusive of Covered Car/Four Wheeler Parking Spaces in the Ground Floor of the said Building whereas the said allocation of parking area are to be defined and demarcated after sanction of the Municipal Plan by the Burdwan Municipality and for the such calculation, each of the OWNERS are entitled to get 2 (Two) Entire Floors and 40% Space Allocation in the Parking Lot inclusive of Covered Car/Four Wheeler Parking Spaces in the Ground Floor of the said Building together in the said Proposed multi-storeyed Residential Building consisting of several Flats and Parking Spaces and in respect to the rest of the building/s, the DEVELOPER will unconditionally and uninterruptedly enjoy the entire proposed building project inclusive all the remaining Flats and the Parking Space and will enjoy the rest areas as per the DEVELOPER'S ALLOCATION in respect of the said proposed project.



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

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

- 7.8 Both the OWNERS and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.
- 7.9 In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna etc. In other wards the entire roof right will be devolved upon the DEVELOPER.
- 7.10 On completion of the building, but therefore giving possession, both the OWNERS and the DEVELOPER will conduct a joint survey of the super built up space/area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocations.
- 7.11 That the DEVELOPER shall alone have the right to allocate flats and parking spaces to the intending purchasers and the OWNER shall have no right whatsoever to enter into any agreement personally with the intending purchasers for sale of any of the flats or parking spaces to be constructed by the DEVELOPER over the land owned by the First Part (OWNERS) and the DEVELOPER will have the right to construct further floors in the said proposed building in future if the DEVELOPER obtains further Municipality Plan to construct more floors and in that event the OWNER will have no right to appoint any new Developer except this existing DEVELOPER or will have no right to raise any objection but OWNERS will be entitled to get 40% share in

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Burdwan Municipality

Ramesh Kumar

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Niraj Agrawal

Proprietor

the said proposed new constructed Floor and in that scenario and in that event the DEVELOPER will enjoy 60% rights in respect of the said Floor constructed as per the Municipality Plan.

ARTICLE VIII - COMMON FACILITIES:

- B.1** As soon as the building is completed, the DEVELOPER shall give written notice of possession and subsequently the copy of the Completion Certificate issued by the Burdwan Municipality 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 i.e., Burdwan Municipal Authority 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.
- B.2** The OWNER shall punctually and regularly pay the proportionate share of the said rates to the concerned authorities or otherwise as specified hereinafter and shall keep the DEVELOPER indemnified against all claims, actions, demand, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the DEVELOPER as the case may be consequent upon a default by the OWNER, this behalf in respect of his proportionate share of the said rates.
- B.3** As and from the date of receipt the possession certificate from the Developer and the Completion Certificate from the Burdwan Municipality, the OWNER shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the flat owner's allocation or other entity/person

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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, lifts, corridors, halls, passage ways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the owner's allocation or any part thereof the OWNER shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.

ARTICLE IX - CONSIDERATION

- 9.1 The OWNERS will not be entitled to get and receive any consideration in terms of advance payment in respect of their allocation which is more specifically mentioned in the "OWNER'S ALLOCATION" as defined in Clause 1.6 of this agreement. The OWNERS shall retain their undivided proportionate share or interest share or interest in her land of the said Schedule mentioned property, in proportion to the area allotted to them as per OWNER'S ALLOCATION.
- 9.2 In consideration of the DEVELOPER agreeing to build and complete in all respect the OWNER'S ALLOCATION to the building at the said premises, and in that regard none of the said OWNERS will be eligible to get any earnest consideration amount and the OWNERS will get their share in terms of monetary consideration at the time of booking of the flats by the intending purchasers and the DEVELOPER by all virtue, in any and all consequence will

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be entitled to select and elect the said Intending Purchasers and OWNERS will get their shares without any prejudice at the time of booking and/or agreement for sale and/or sale proceeding of the Flats.

- 9.3 That in respect of the DEVELOPER'S ALLOCATION of 60% Share of the Total Constructed Portion of the Building, the DEVELOPER shall receive the earnest amount from the intending purchasers as per the agreed upon consideration amount and schedule of payment, payable by the intending purchasers and that will be adjusted after receiving advance from the intending purchasers against each Flat and/or 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 Flat/Residential Units and/or Garage/Car Parking Space at the time of Execution of the Deed of Conveyance.

ARTICLE X - TIME FOR COMPLETION:

- 10.1 The Building shall be completed within 36 months from the date of sanction of the plan by the Burdwan Municipality I.e., Burdwan Municipal Authority unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure.

ARTICLE XI - MISCELLANEOUS:

- 11.1 The OWNERS and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or constructed as a joint venture between the OWNER and the DEVELOPER nor shall the OWNERS and the DEVELOPER in any manner constitute an association of persons. Infringement or commitment of breach or default in respect of any term and condition as embodied in this Agreement shall make and shall mean that the defaulting Party liable of infringement of contract and

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For and on behalf of the Proprietor

Ramkrishna Aggarwal

JDA REALTORS
Nitin Aggarwal
Proprietor

the said the defaulting Party will be strictly liable and obliged to pay compensation and also interest as penalty in regard to such infringement or breach and the calculation of such infringement or breach will either be calculated or measured by the parties jointly with mutual consent or in absence of the said mutual consent, such infringement or breach will be calculated or measured by Arbitrator as per law in force.

- 11.2 The DEVELOPER shall be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm provided that the present Proprietor of the DEVELOPER Proprietorship Organization must be a director of the said proposed Private Limited Company or must be a Partner of the proposed Partnership Firm and in that event this agreement would be considered to have been executed between the OWNERS and the said Private Limited Company or the Partnership Firm, and the terms and conditions contained herein shall be applicable to the said assignee but be it mentioned here that the Owners shall have no liability 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 shall be in the name of the OWNER but such dealings shall not create or foster in any manner any financial, civil and / or criminal liability of the OWNER.
- 11.4 The DEVELOPER shall be entitled to enter into separate contract or agreements in its name with building contractor, architects and others for carrying out the development at the risk and costs of The DEVELOPER.
- 11.5 **FORCE MAJEURE** shall mean riot, war, tempest, civil commotion strike or any other act or commission beyond the control of the party affected thereby.
- 11.6 The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a **FORCE MAJEURE** with a view

For Maheshwari Agarwal

Ramesh Agarwal

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that obligation of the party affected by the **FORCE MAJEURE** shall be suspended for the duration of the **FORCE MAJEURE**.

11.7 It is understood that from time to time to enable the construction of the building by the developer, various deeds, matters and things not herein specifically referred to may be required to be done by the DEVELOPER for which the DEVELOPER may required the authority of the OWNERS and various applications and other documents may be required to be signed or made by the OWNERS relating to which no specific provision has been made herein, the OWNERS hereby authorize the DEVELOPER to do all such acts, deeds, matters and things and undertakes, forthwith upon being required by the DEVELOPER in this behalf to execute any such additional powers or authorities as may be required by the DEVELOPER for the purpose as also undertakes to sign and execute all such additional applications and other documents as may be reasonably required for the purpose with prior approval of the OWNERS and by giving prior information.

11.8 The DEVELOPER shall frame the rules and regulations regarding the user and rendition of common services and also the common restrictions, which have to be normally kept in the same and transfer of the ownership flats.

11.9 The OWNERS and DEVELOPER hereby agree to abide by all the rules and regulations of such management Society/Association/holding organization and hereby give their its consent to abide by the same.

11.10 Any notice required to be given by the DEVELOPER shall be without prejudice to any other mode of service available be deemed to have been served on the OWNER if delivered by hand or sent by prepaid registered post.

11.11 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the OWNERS or the said premises or any part thereof to the DEVELOPER or creating any right, title or interest in respect thereof in

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favour of the DEVELOPER other than exclusive license to the DEVELOPER to commercially exploit the same in terms thereof.

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

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

11.14 The OWNERS shall pay and bear all property taxes and other dues and outgoings in respect of the said premises accruing and due as and from the date of handing over possession of the premises (for the commencement of work at the said premises) to the DEVELOPER by the OWNERS until delivery and/or the completion certificate of possession of the OWNERS allocation in the proposed building.

11.15 The DEVELOPER will be entitled and will have every right and/or all authority and/or every privilege to give and/or to make and/or to use and/or to keep the said Developer's Allocation in 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 for obtaining loan and will have all right and/or all authority and/or all 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

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and/or lien and/or the like.

11.16 That if within the tenure of this Agreement if any one or more than one of the Parties die, then this Agreement shall be treated to be valid and legally binding upon the respective heirs, executors, administrators, legal representative and assignees of the said Deceased Party/s.

ARTICLE XII - DEVELOPMENT POWER OF ATTORNEY:

12.1 In respect of the Allocation of the Developer, i.e., the Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVELOPER Firm; to enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney being the Owners and execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same & shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Firm; to execute the sale deed in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned

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Ramesh Agarwal

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Niraj Agarwal
Proprietor

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

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

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNERS,

1. **MR. DINESH KUMAR AGARWAL**, S/o Sri Durga Prasad Agarwal, by Nationality Indian, by faith: Hindu, by Occupation: Business, residing at Pageya Mahal Road, Dighirpool, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; PAN: ACGPA2758R; and
2. **MR. RAMESH AGARWAL**, S/o Sri Durga Prasad Agarwal, by Nationality Indian, by faith: Hindu, by Occupation: Business, residing at Pageya Mahal Road,

Development Agreement
Kanish Agrawal

JDA REALTORS
Nishij Agrawal
Proprietor

Dighirpool, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; PAN: ACUPA1017F; HEREBY DO DECLARE THE FOLLOWING:-

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

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

AND WHEREAS in connection to such proposal, Executants/Executors of this Power of Attorney being the Owners hereby execute this Development Agreement being this Indenture in favour of the Developer only for Development and Construction of the said project over the **First Schedule** mentioned land and in the said Agreement the Executants/Executors of this Power of Attorney being the Owners have already confirmed that for purpose of the said Agreement, one Registered Power of Attorney will be executed in favour of the Developer, i.e., the Holder of this Power of Attorney and for the same purpose Executants/Executors of this Power of Attorney being the Owners are hereby executing this Power of Attorney.

AND WHEREAS Executants/Executors of this Power of Attorney being the Owners are currently unable to attain and manage all matters regarding the

Dinesh Kumar Agarwal
Kamlesh Agarwal

JDA REALTORS
Niraj Agarwal
Proprietor

construction and also regarding the other paper-works due to their health problem and also due other occupations and habitation issues.

AND WHEREAS due to the physical ailments and other businesses Executants/Executors of this Power of Attorney being the Owners frequently reside out of the town which clearly disable Executants/Executors of this Power of Attorney being the Owners from appending their signature to various deeds, documents, consents and other instruments therefore Executants/Executors of this Power of Attorney being the Owners appoint the DEVELOPER Proprietorship Organization being represented by its Proprietor namely "**JDA REALTORS**" (A Proprietorship Organization) having it's Registered Office at P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102, represented by its Sole Proprietor namely **MR. NIRAJ AGARWAL**, S/o Mr. Sandip Agarwal, by faith- Hindu, by profession - Business, resident of Kamala Kanta Kali Bari, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; **PAN: BUNPA2897R**; as the attorney or agent of the Executants/Executors of this Power of Attorney being the Owners with full power to construct proposed new building/apartments by developing the same in the **First Schedule** mentioned land and thereafter stated on the behalf of the Executants/Executors of this Power of Attorney being the Owners and in the names of the Executants/Executors of this Power of Attorney being the Owners and which the said attorney have agreed to do and the same hereby been executed in regard to the terms to which Executants/Executors of this Power of Attorney being the Owners agreed upon as per the Agreement for Development.

NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTANTS / EXECUTORS OF THIS POWER OF ATTORNEY BEING THE OWNERS NAMELY:

1. **MR. DINESH KUMAR AGARWAL**, S/o Sri Durga Prasad Agarwal, by Nationality Indian, by faith: Hindu, by Occupation: Business, residing at Pageya Mahal Road,

Niraj Kumar Agarwal

Ramesh Agarwal,

JDA REALTORS
Niraj Agarwal
Proprietor

Dighirpool, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; PAN: ACGPA2758R; and

2. **MR. RAMESH AGARWAL**, S/o Sri Durga Prasad Agarwal, by Nationality Indian, by faith: Hindu, by Occupation: Business, residing at Pageya Mahal Road, Dighirpool, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; PAN: ACUPA1017F; do hereby nominate constitute and appoint "JDA REALTORS" (A Proprietorship Organization) having it's Registered Office at P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102, represented by its Sole Proprietor namely **MR. NIRAJ AGARWAL**, S/o Mr. Sandip Agarwal, by faith- Hindu, by profession - Business, resident of Kamala Kanta Kali Bari, P.O. Natunganj, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713102; PAN: BUNPA2897R; to be their true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on behalf of them and in their names viz.

1. To work, manage, control and supervise the management of all and administer the properties of the Executants/Executors of this Power of Attorney being the Owners as mentioned in below.
2. To sign all letters (including the written consent of the Executants/Executors of this Power of Attorney being the Owners to the developer or prospective buyers or agreements with such prospective buyers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executants/Executors of this Power of Attorney being the Owners, assurances or any other instruments requiring the signature of the Executants/Executors of this Power of Attorney being the Owners.
3. To appear before the Burdwan Municipality and to do all acts deeds and things in relation to the completion of mutation in the names of the

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Ramesh Agarwal

JDA REALTORS
Nishu Agarwal
Proprietor

Executants/Executors of this Power of Attorney being the Owners and to sign on giving acknowledgements receipt on behalf of the Executants/Executors of this Power of Attorney being the Owners.

4. For the more better and more effectual execution of the powers and authorities aforesaid, the attorney of the Executants/Executors of this Power of Attorney being the Owners shall be entitled to present and /or to acknowledge any of the various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants/Executors of this Power of Attorney being the Owners, assurances or any other instrument requiring the signature of the Executants/Executors of this Power of Attorney being the Owners before the Registrar, Notary, Oath, Commissioner or other public authorities as if the same was duly executed by the Executants/Executors of this Power of Attorney being the Owners and to do and perform all or any other acts, deeds and things in connection therewith, as may be necessary or expedient if such registration or presentation shall be necessary as fully and effectually as could be done by the Executants/Executors of this Power of Attorney being the Owners personally.
5. To receive for safe custody various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants/Executors of this Power of Attorney being the Owners, assurances or any other instrument requiring the signature of the Executants/Executors of this Power of Attorney being the Owners and signed by them under these presents and hand over the same for safe custody.
6. To present the Executants/Executors of this Power of Attorney being the Owners if necessary before all courts of law in any legal proceeding that

Sanjay Arora
Ramchandra Agarwal

JDA REALTORS
Nishij Agarwal
Proprietor

may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on behalf of the Executants/Executors of this Power of Attorney being the Owners for the purpose of conducting the litigations, if any, as the said attorney of the Executants/Executors of this Power of Attorney being the Owners shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent as the case may be.

7. To sign verify and affirm by affidavit, if the occasion so arises, of all plaints written statements, petitions, Memorandum of Appeal, Stay Applications and all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defence of such litigation of the said immovable property specifically mentioned in the **First Schedule** hereinafter.
8. For the aforesaid propose or any of them to do everything which is generally required to be done in connection with the signing or execution of any of the abovementioned documents usually to be done by the Executants/Executors of this Power of Attorney being the Owners and to sign generally on behalf of any in our name including the approval of the said document or documents. Purchaser of flats may required if necessary and for that purpose the said attorney of the Executants/Executors of this Power of Attorney being the Owners is hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Joint- Registrar or Deeds and Assurances or any other registering authority officer of officers as occasioned shall or may require.
9. AND thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executants/Executors of this Power of

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be done by virtue of these presents and the Executants/Executors of this Power of Attorney being the Owners further agree and undertake that all the signatures executed by them on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executants/Executors of this Power of Attorney being the Owners or any other instrument requiring our signature in connection with and all acts, deeds and things in connection therewith and lawfully done by the said attorney of the Executants/Executors of this Power of Attorney being the Owners shall be construed as being signed and/or executed by the Executants/Executors of this Power of Attorney being the Owners and/or done by themselves.

10. To execute and effect all repairs, alterations, constructions major or minor, that may be deemed necessary for the purpose of maintenance of the property mentioned above and to engage labours, contractors, job-men, technicians and engineers for such purpose and to enter into contracts for the same in the name of the Executants/Executors of this Power of Attorney being the Owners.
11. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.



Sanjay Agarwal

Sanjay Agarwal

JDA REALTORS

Sanjay Agarwal
Proprietor

13. To prepare building plan, design work and to put signature on behalf of the Executants/Executors of this Power of Attorney being the Owners as the lawful attorney of the Executants/Executors of this Power of Attorney being the Owners in the building plan drawings and other allied necessary papers and apply for the sanction of building plan and deposit all fees to the concerned authority in the name of the Executants/Executors of this Power of Attorney being the Owners and on behalf of the Executants/Executors of this Power of Attorney being the Owners in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in the modified plan all papers, documents, affidavits declaration & register boundary declaration, splayed corner, and strip of land relating thereto and receive the same from the said Burdwan Municipality or any other competent authority against acknowledgement receipt on behalf of the Executants/Executors of this Power of Attorney being the Owners as the lawful attorney of the Executants/Executors of this Power of Attorney being the Owners.
14. To appear for and on behalf of the Executants/Executors of this Power of Attorney being the Owners in office of the WBSEDCL, West Bengal Electricity Supply, Burdwan Municipality or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.
15. To sign, execute and verify and file all complaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed

Signature

Signature

JDA REALTORS
Niraj Agrawal
Proprietor

before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the Executants/Executors of this Power of Attorney being the Owners. And the Executants/Executors of this Power of Attorney being the Owners do hereby ratify, agree and undertake to ratify and conform all acts deeds the attorney of the Executants/Executors of this Power of Attorney being the Owners shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.

16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.
17. To appoint an architect and to get the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities concerned in respect of the proposed building.
18. To make necessary applications and signed all papers, to appear before the Burdwan Municipality, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities.
19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of

Signature

Dr. ...
Ramesh Agarwal

JDA REALTORS
Niraj Agarwal
Proprietor

ingress and egress and other necessary facilities and amenities as per the sanctioned plans and according to specifications & other requirements of the Burdwan Municipality and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.

20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
22. To pay any deposit and pay moneys required to be deposited with the Burdwan Municipality and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
23. To pay all the taxes to the concern authority relating to the said property until the completion of the building.
24. To file or defend any suit on behalf of the Executants/Executors of this Power of Attorney being the Owners regarding the **First Schedule** mentioned property and sign, verify plaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executants/Executors of this Power of Attorney being the Owners.
25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.

Sanath Kumar Aggarwal

Ramesh Aggarwal

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Niraj Aggarwal
Proprietor

26. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
27. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
28. To accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
29. To apply for the inspection of and to inspect any Judicial records any records of any office or offices.
30. To mortgage, pledge, hypothecate or charge or concur in pledging hypothecating or charging with, to or in favour of any Bank or Banks or any other financial institutions, body subject to such condition as the Attorney may think fit and for that purpose to sign execute and deliver all necessary instruments and deed of mortgage, charge, encumbrance, hypothecation, pawn, pledge, lien and trust receipt and to receive the consideration money or otherwise for such mortgage, charge, hypothecation, pawn, pledge, lien and the like.
31. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executants/Executors of this Power of Attorney being the Owners are or may be party or any way interested.
32. To negotiate for sale of the Allocation made in favour of the DEVELOPER being the DEVELOPER's ALLOCATION in Clause No. 1.7 of this Registered

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Shahwan Agwan
Farouk Agwan

JDA REALTORS
Nibraj Agwan
Proprietor

Deed of Development Agreement in respect of the proposed construction to be made on and over the first schedule mentioned property and to settle the consideration amount in respect of DEVELOPER's ALLOCATION in respect of the proposed construction which is to be made in respect of the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount in respect of the Developer' Allocation as well as of the Developer's Allocation and to deposit the said amount in the Bank Accounts of the DEVELOPER.

33. To execute, sign and enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney being the Owners in respect of the Allocation made in favour of the DEVELOPER being the DEVELOPER's ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement in respect of the proposed construction to be made on and over the first schedule mentioned property and execute the agreement for sale by receiving the advance amount in respect of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Developer's Allocation and to receive the consideration amount on behalf of the OWNERS as well as the DEVELOPER in respect of the Developer's Allocation and to deposit the said amount in the Bank Accounts of the DEVELOPER.

34. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Allocation made in favour of the DEVELOPER being the DEVELOPER's ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement in respect of the proposed construction to be made on and over the first schedule mentioned property and to receive consideration from them in respect of the Allocation made in

(Signature)

Subhash Kumar Aggarwal
Atty. General

JDA REALTORS
Nishay Aggarwal
Proprietor

favour of the DEVELOPER being the DEVELOPER's ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement in respect of the proposed construction to be made on and over the first schedule mentioned property and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/executants in respect of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNERS and/or DEVELOPER and to deposit the said amount in the Bank Accounts of the DEVELOPER.

35. To receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount on behalf of the OWNERS and/or DEVELOPER in respect of the Allocation made in favour of the DEVELOPER being the DEVELOPER's ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement in respect of the proposed construction to be made on and over the first schedule mentioned property and to deposit the said amount in the Bank Accounts of the DEVELOPER in respect of its allocation and remaining amount of the said consideration amount of the Flats/Residential Units and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER Firm incurred and made as per the terms and conditions of this Agreement.

36. To Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective purchasers in respect of the Allocation made in favour of the DEVELOPER being the DEVELOPER's ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement in respect of the



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JDA REALTORS
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Proprietor

proposed construction to be made on and over the first schedule mentioned property i.e., the entire Building save and except the OWNER'S ALLOCATION in any Registering Office by representing the OWNERS and by signing on their behalf and by admitting any document and deed on their behalf and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNER and/or the DEVELOPER for self.

- 37. To sign, admit and execute and register the sale deed in favour of the prospective purchasers in respect of the entire portion of the DEVELOPER'S allocated allotment in respect of the entire Building save and except the retainable and agreed to be Flats/Residential Units and Parking Spaces from the OWNERS' ALLOCATION and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of themselves and also on behalf the OWNERS.
- 38. To deliver the possession in favour of the buyer on behalf of the Executants/Executors of this Power of Attorney being the Owner.
- 39. Generally to Act as the Attorney or Agent of the Executants/Executors of this Power of Attorney being the OWNERS in relation to the matter aforesaid and all other matters in which the Executants/Executors of this

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Sanjay Kumar Aggarwal

Sanjay Kumar Aggarwal

JDA REALTORS
Niraj Aggarwal
Proprietor

Power of Attorney being the OWNERS may be interested or concerned and on behalf of the Executants/Executors of this Power of Attorney being the OWNERS to execute and to do all deeds, acts, or things as fully and effectual in all respect as the Executants/Executors of this Power of Attorney being the OWNERS and/or themselves to do if personally present.

ARTICLE XIII - ARBITRATION:

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

ARTICLE XIV - JURISDICTION:

14.1 Burdwan Court alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

The payable Stamp Duty for this Deed of Development Agreement as assessed by A.D.S.R., Burdwan has been paid duly by the DEVELOPER.

The Photos, Finger Prints, Signatures of OWNERS, the DEVELOPER is annexed herewith in separate sheets, which will be treated as the part of this Deed.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Property Details)

ALL THAT PIECE AND PARCEL OF THE LAND comprising in L.R. Plot No. 2305

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Sanjay Agarwal
Ramchandra Agarwal

JDA REALTORS
Niraj Agarwal
Proprietor

presently appertaining in present L.R. Khatian Nos. 19726 & 19772 of Mouza-Bardhaman, J.L. No. 30 situated within the limit of Burdwan Municipality of P.S. Burdwan, Dist. Purba Bardhaman measuring an area of 0.10 Acres i.e., 10 decimals i.e., 6 Kathas (A little more or less) having Holding No. 55, Ward No. 21, Mahalla-Pageya Mahal within the jurisdiction of Burdwan Municipality along with one old 2 (Two) Storied Residential Building measuring 2495 Sq. Ft. (A Little More or Less) [within the said 2 (Two) Storied Structure the Covered Area in 1st (First) Floor measuring 1081 Sq. Ft. (A Little More or Less) and the Covered Area in 2nd (Second) Floor measuring 1414 Sq. Ft. (A Little More or Less)].

AND THE SAID PREMISES IS BUTTED AND BOUNDED BY.

- On the North:** Property of Radhe Shyam Halder;
- On the South:** Property of Bisva Bandhu Dey;
- On the East:** Banka River Bank; and
- On the West:** Pageya Mahal Road;

TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT:-
0.10 Acres (A little more or less) i.e., 10 Decimals of Land (A little more or less) i.e., 6 Kathas (A little more or less) along with 2495 Sq. Ft Two Storied Residential Structure.

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

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

MAIN WALLS & PARTITION WALLS:- 250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively,

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Sriharsh Aggarwal

Ramesh Aggarwal

JDA REALTORS
Niraj Aggarwal
Proprietor

FLOOR:-

Vitrified Floor Tiles for Landowners and Vitrified Floor Tiles for Flat Purchasers for All room, Verandah, Hall, Kitchen, Bath/Toilet.

SKIRTING AND DADO:-

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

PLASTERING:-

Plastering to External Walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

WOODWORK AND JOINERY:- 100 MM X 50 MM. Malaysian Sal Wood or equivalent

section for Door frame, 32 mm. Thick solid core Flush door, Thickness of the shutter will be 32 MM. Main Door shutter for the owners will be made of quality Flush door.

M. S. GRILL WORKS:-

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

PAINTING:-

All the internal wall surfaces and the ceiling will be finished with Putty.

The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden

Shree Kumar
Ramesh Aggarwal

JDA REALTOR
Nishu Aggarwal
Proprietor

surfaces and the steel surfaces will be finished with enamel paint after necessary Priming Coat.

FINISHING WORKS FOR GROUND FLOOR:- The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- All the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

ELECTRICAL WORKS:- All the electrical lines will be concealed with copper wires. with PVC conduit. Each flat will have the following electrical points.

Each Bed Room Two light points, Two Plug points, One Fan Point and One Separate AC Point (only for Landowners).

Living Room cum Dinning Space Three light Points Two Fan Point, One Plug Point, One Freeze point.

Kitchen One light Point, One Power Point, One Exhaust Fan Point (and one Freeze point only for the Landowners).

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

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

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Ramesh Agnew

JDA REALTORS
Niraj Agnew
Proprietor

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

TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, one Anglo Indian and one European Commode. Necessary taps will be provided in the toilets and the floor will be of Vitrified Floor Tiles. One basin with tap will be installed at Dining Hall.

KITCHEN SPACE:- Each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:- P.V.C.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Facilities and Common Parts)

1. Entrance and Exits to the Premises and the Building named and styled as "J. D. & D. P. APARTMENT".
2. Stair Cases,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floor of the New Building named and styled as "J. D. & D. P. APARTMENT".
5. Passage for Entrance,
6. Passage in between different blocks,
7. Pump (Deep Tube Well of adequate capacity to ensure round the clock),

Sanjay Agarwal

Sanjay Agarwal

JDA REALTORS
Sanjay Agarwal
Proprietor

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

(Signature)

IN WITNESSES WHEREOF, the **OWNERS**, the **DEVELOPER** and **WITNESSES** after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their Signatures in Good Health and Open Mind on **26th of August, 2019**.

[This Deed is prepared on 1 (One) Stamp Paper, 53 (Fifty Three) Legal Papers and 1 (One) Legal Paper containing the Finger Prints and Photos of the Parties i.e., this Deed is prepared on and upon total 55 (Fifty Five) Pages].

WITNESSES

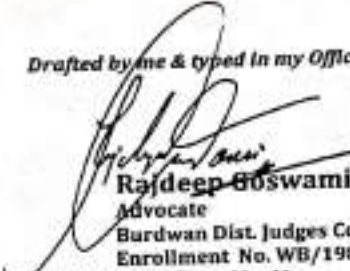
1. Abhijit Ghosh
S/o - Ananda Ghosh
Bhabani Chakrabarti Lane
P.O. - Rajbati, Burdwan
713104
2. ASIS KHANDELWAL
NARAYAN DAS KHANDELWAL
DR A.B. MUKHERJEE ROAD,
BOREHAT, PO-NUTANHANT
PURBA BURDWAN-713102
for Khanelwal
1. Dinesh Kumar Agarwal
2. Ramesh Agarwal,

SIGNATURES OF THE OWNERS











JDA REALTORS
Ninaj Agarwal
Proprietor

SEAL & SIGNATURE OF THE DEVELOPER

Drafted by me & typed in my Office:












Rajdeep Goswami
Advocate
Burdwan Dist. Judges Court
Enrollment No. WB/1989/201
Computerized Typed by Me

Sk. Sabir
Sk. Sabir
Nerodighi, Burdwan

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					













SIGNATURE *Surender Kumar*

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



SIGNATURE *Ranish Agarwal*

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



SIGNATURE **JDA REALTORS**
Niraj Agarwal
 Proprietor

Major Information of the Deed

Deed No :	I-0203-06920/2019	Date of Registration	26/08/2019
Query No / Year	0203-0001349594/2019	Office where deed is registered	
Query Date	19/08/2019 11:26:07 PM	A.D.S.R. BURDWAN, District: Burdwan	
Applicant Name, Address & Other Details	RAJDEEP GOSWAMI 2 No Dhopaparalane, Jhapantala, Burdwan, Thana : Bardhaman Sadar, District : Burdwan, WEST BENGAL, PIN - 713104, Mobile No. : 9002354575, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
	Rs. 65,72,280/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,060/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W21, Mouza: Burdwan, JI No: 30, Pin Code : 713104

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2305 (RS :-2897)	LR-19726	Bastu Bastu	5 Dec		24,24,240/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,



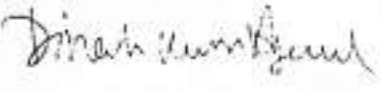


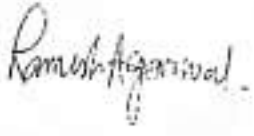
District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W21, Mouza: Burdwan, JI No: 30, Pin Code : 713102

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-2305	LR-19772	Bastu Bastu	5 Dec		24,24,240/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
Grand Total :				10Dec	0 /-	48,48,480 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	2495 Sq Ft.	0/-	17,23,800/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1247.5 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 35 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1247.5 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 35 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		2495 sq ft	0 /-	17,23,800 /-	

and Lord Details :

Name,Address,Photo,Finger print and Signature				
1	Name Mr DINESH KUMAR AGARWAL (Presentant) Son of Late Durga Prasad Agarwal Executed by: Self, Date of Execution: 26/08/2019 , Admitted by: Self, Date of Admission: 26/08/2019 ,Place : Office	Photo  26/08/2019	Finger Print  LTI 26/08/2019	Signature  26/08/2019
Pageya Mahal Road, Dighirpool, P.O:- Natunganj, P.S:- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713102 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACGPA2758R,Aadhaar No, Status :Individual, Executed by: Self, Date of Execution: 26/08/2019 , Admitted by: Self, Date of Admission: 26/08/2019 ,Place : Office				
2	Name Mr RAMESH AGARWAL Son of Late Durga Prasad Agarwal Executed by: Self, Date of Execution: 26/08/2019 , Admitted by: Self, Date of Admission: 26/08/2019 ,Place : Office	Photo  26/08/2019	Finger Print  LTI 26/08/2019	Signature  26/08/2019
Pageya Mahal Road, Dighirpool, P.O:- Natunganj, P.S:- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713102 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACUPA1017F,Aadhaar No, Status :Individual, Executed by: Self, Date of Execution: 26/08/2019 , Admitted by: Self, Date of Admission: 26/08/2019 ,Place : Office				

Developer Details :



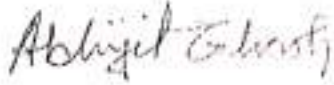
SI No	Name,Address,Photo,Finger print and Signature
1	JDA REALTORS Natunganj, P.O:- Natunganj, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713102 , PAN No.:: BUNPA2897R,Aadhaar No, Status :Organization, Executed by: Representative

Representative Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Mr NIRAJ AGARWAL Son of Mr Sandip Agarwal Date of Execution - 26/08/2019, , Admitted by: Self, Date of Admission: 26/08/2019, Place of Admission of Execution: Office	 Aug 26 2019 3:08PM	 L1 26/08/2019	 26/08/2019
Kamala Kanta Kali Bari, P.O:- Natunganj, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BUNPA2897R, Aadhaar No Status : Representative, Representative of : JDA REALTORS (as proprietor)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ABHIJIT GHOSH Son of Mr ANANTA GHOSH Bhabanithakurlane, Mithapukur, P.O:- Rajbati, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713104	 26/08/2019	 26/08/2019	 26/08/2019
Identifier Of Mr DINESH KUMAR AGARWAL, Mr RAMESH AGARWAL, Mr NIRAJ AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr DINESH KUMAR AGARWAL	JDA REALTORS-2.5 Dec
2	Mr RAMESH AGARWAL	JDA REALTORS-2.5 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr DINESH KUMAR AGARWAL	JDA REALTORS-2.5 Dec
2	Mr RAMESH AGARWAL	JDA REALTORS-2.5 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr DINESH KUMAR AGARWAL	JDA REALTORS-1247.50000000 Sq Ft
2	Mr RAMESH AGARWAL	JDA REALTORS-1247.50000000 Sq Ft

Details as per Land Record

District: Burdwan, P.S.- Barddhaman, Municipality: BURDWAN, Road: UMR W21, Mouza: Burdwan, JI No: 30, Pin Code 713104

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2305, LR Khatian No:- 19726	Owner: দীনেশ কুমার আগরওয়াল, Gurdian: দুর্গাপ্রসাদ আগরওয়া, Address: নিজ , Classification: বাণ্য, Area: 0.05000000 Acre,	Mr DINESH KUMAR AGARWAL

District: Burdwan, P.S.- Barddhaman, Municipality: BURDWAN, Road: UMR W21, Mouza: Burdwan, JI No: 30, Pin Code 713102

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 2305, LR Khatian No:- 19772	Owner: রমেশ আগরওয়াল, Gurdian: দুর্গাপ্রসাদ আগরওয়া, Address: নিজ , Classification: বাণ্য, Area: 0.05000000 Acre,	Mr RAMESH AGARWAL

Endorsement For Deed Number : I - 020306920 / 2019

On 26-08-2019

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

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

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

Presented for registration at 14:57 hrs on 26-08-2019, at the Office of the A.D.S.R. BURDWAN by Mr DINESH KUMAR AGARWAL , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 65,72,280/-

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

Execution is admitted on 26/08/2019 by 1. Mr DINESH KUMAR AGARWAL, Son of Late Durga Prasad Agarwal, Pageya Mahal Road, Dighirpool, P.O: Natunganj, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713102, by caste Hindu, by Profession Business, 2. Mr RAMESH AGARWAL, Son of Late Durga Prasad Agarwal, Pageya Mahal Road, Dighirpool, P.O: Natunganj, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713102, by caste Hindu, by Profession Business

Indetified by Mr ABHIJIT GHOSH, , Son of Mr ANANTA GHOSH, Bhabanithakurlane, Mithapukur, P.O: Rajbati, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

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

Execution is admitted on 26-08-2019 by Mr NIRAJ AGARWAL, proprietor, JDA REALTORS (Sole Proprietoship), Natunganj, P.O:- Natunganj, P.S:- Bardhaman Sadar, Burdwan, District-Burdwan, West Bengal, India, PIN - 713102

Indetified by Mr ABHIJIT GHOSH, , Son of Mr ANANTA GHOSH, Bhabanithakurlane, Mithapukur, P.O: Rajbati, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/08/2019 2:41PM with Govt. Ref. No: 192019200063891431 on 26-08-2019, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AEUNDT0 on 26-08-2019, Head of Account 0030-03-104-001-16

Amount of Stamp Duty

Amount that required Stamp Duty payable for this document is Rs. 10,060/- and Stamp Duty paid by Stamp Rs 5,000/-,
Online = Rs 5,060/-

Description of Stamp

Stamp: Type: Impressed, Serial no 4298, Amount: Rs.5,000/-, Date of Purchase: 14/08/2019, Vendor name: K
Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 26/08/2019 2:41PM with Govt. Ref. No: 192019200063891431 on 26-08-2019, Amount Rs: 5,060/-, Bank:
State Bank of India (SBIN0000001), Ref. No. IK0AEUNDT0 on 26-08-2019, Head of Account 0030-02-103-003-02



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2019, Page from 155312 to 155379
being No 020306920 for the year 2019.



Digitally signed by KAUSHIK
BHATTACHARYA
Date: 2019.09.06 17:10:30 +05:30
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 9/6/2019 5:10:09 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
West Bengal.

(This document is digitally signed.)