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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

F 054265 F 054265

17.8.19
 9-1325978/19
 एच. 744/19

Apuslamba Konar

Tadulati Konar

Kakori Konar

Shovananti Datta

Souvar Konar

GREEN APPY
 Moumita Halder
 Partners

GREEN APPY
 Soumitra Halder
 Partners

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

6:30 P.M

(9)

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

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM

DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 17TH DAY OF

AUGUST, TWO THOUSAND AND NINETEEN (2019)

BETWEEN

Additional District Sub-Registrar
BURDWAN

25 SEP 2019

4641 16/08/19

संज्ञक संख्या
संज्ञक नाम
देश/राज्य
ता.
दिनांक
पंजीकृत/अपंजीकृत
व्यक्ति/संस्था
पंजीकृत संख्या
पंजीकृत तिथि

14 AUG 2019



L Apurba Konda Konar



614

L Apurba Konda Konar



615

L Jadu Pati Konar



616



L Kakoli Konar



617

L Haimanti Dutta



618

L Sourav Konar

17 AUG 2019

Atulbananda Konar

Tadu Pati Konar

Kakali Konar

Haimanti Dutta

Sourav Konar

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Moumita Holder

Partners

GREEN APPY
Soumitra Holder

Partners

1. **MR. APURBANANDA KONAR**, Son of Late Sasanka Mohan Konar, by Nationality Indian, by faith Hindu, by Occupation- Business, presently residing at "Uma Bhavan", Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; **PAN. CZHPK2020A**;
2. **MR. JADUPATI KONER**, Son of Late Sasanka Mohan Konar, by Nationality Indian, by faith Hindu, by Occupation- Business, presently residing at "Uma Bhavan", Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; **PAN. AMUPK5715C**;
3. **MRS. KAKALI KONAR**, Wife of Late Adwaita Nanda Konar, by Nationality Indian, by faith Hindu, by Occupation- Housewife, presently residing at "Uma Bhavan", Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; **PAN. DKKPK9141P**;
4. **MRS. HAIMANTI DUTTA**, Wife of Mr. Sunirban Dutta (Daughter of Late Adwaita Nanda Konar), by Nationality Indian, by faith Hindu, by Occupation- Housewife, presently residing at Balaji Housing Complex, Near St. Xavier's School, P.O. Sripally, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713103; **PAN. BDJPD6690L**; and
5. **MR. SOURAV KONAR**, Son of Late Adwaita Nanda Konar, by Nationality Indian, by faith Hindu, by Occupation- Service, presently residing at "Uma Bhavan", Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba

Apurbaranda Konar

Jadu Pati Konar

Kakali Konar

Haimanti Dutta

Sourav Konar

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Soumitra Halder
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Bardhaman, Pin-713101; **PAN. DKKPK9143R**; hereinafter called and referred as the **OWNERS** (which express or shall unless excluded his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

and

"GREEN APPY" (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at C/o Amitava Paul, Monirampur Beniapara, 48 Rampada Halder Road, Post Office: Barrackpore, P.S. Barrackpore, Dist. North 24-Parganas, Pin - 700120, **PAN. AALFG0513D**; represented by its representative and authorized Partners (vide Resolution dated 19/07/2019) namely

A. SMT. MOUMITA HALDER, W/o Sri Soumitra Halder, by nationality Indian, by caste Hindu, by profession business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ADJPH8811J**; and

B. SRI SOUMITRA HALDER, S/o Late Sujoy Krishna Halder, by nationality Indian, by caste Hindu, by profession Business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ABHPH2544N**; hereinafter called and termed and referred as the **DEVELOPER** (which express on shall unless excluded its/his/her respective

Aparananda Konar

Jadu Pati Konar

Kakoli Kozar

Haimanti Dutta

Sourav Konar

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Partners

heirs, executors, administrators, legal representative and assignees) 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").
- B. AND WHEREAS** in respect to the property situated within District: Purba Bardhaman, P.S & Sub-Registry Office - Burdwan, Burdwan Municipality, Mouza: Nari, J.L No-70, CS Khatian No. 702 comprising in CS Plot Nos. 453 and 454, RS Khatian No. 1203 comprising in R.S. Plot No. 453/4048 and R.S. Plot No. 454/4754, L.R. Khatian Nos. 2057, 2058, 43253, 43254 and 43255 comprising in L.R. Plot Nos. 966 and 967, the original owner in respect of the property was Umarani Konar who by virtue of a Registered Indenture of Lease being Deed No. I-3630 for 1953 incorporated in Book No. I, Volume No. 42, Page Nos. 121 to 127 registered in the Office of the DSR, Burdwan obtained total 17.25 Decimals of Land (comprised in C.S. Plot Nos. 453 and 454) from the erstwhile owners and possessors of the said land namely Girindranath Mitra, Rabindranath Mitra, Murarimohan Mitra, Baridbaran

Apurbanda Konar.

Jadu Pati Konar

Kakoli Konar

Haimanti Konar.

Sourav Konar

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Partners

Mitra, Gourgopal Mitra, Nirodbaran Mitra, Ajyutananda Mitra and also from one Bhairab Chandra Nag. Subsequently her name was incorporated in the R.S. Record of Rights at R.S. Khatian No. 1203 in respect of R.S. Plot No. 453/4048 and R.S. Plot No. 454/4754 and during her tenure, subsequently she executed and registered one "Na-Dabi Patra" Deed (Indenture of No Proximate and Future Demand) being Deed No. I-214 for 1970, incorporated in Book No. I, Volume No. 10, Page Nos. 213 to 214 in favour of his husband namely Shasanka Mohan Konar as the said Shasanka Mohan Konar has purchased the said property out of his own fund but inadvertently the registration of the said deed was done in the name of the said Umarani Konar as a Benami Purchaser and for such the said Umarani Konar withdrawn her name vide the aforesaid Deed and also the entitlement as the owner and possessor with absolute right, title and interest bequeathed on and upon the said Shasanka Mohan Konar. Subsequently the said Shasanka Mohan Konar during his lifetime executed one Will in favour his 3 (Three) Sons namely Apurbanda Konar, Adwaita Nanda Konar and Jadupati Konar on 12th November of 1984 and after the death of the said Shasanka Mohan Konar the said will was probated in favour of the beneficiaries by virtue of Will Probate Certificate on 21st December of 1987 by the Assistant District Judge, Burdwan in regard to the Will Probate Case No. 178 of 1986. Afterwards, as the probate

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Kakali Konar

Haimanti Dutta

Sourav Konar

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Partners

certificate was issued, the said Apurbananda Konar, Adwaita Nanda Konar and Jadupati Koner mutated and recorded their names in the LRROR and incorporated their names in LR Khatian Nos. 2056, 2057 and 2058 and they subsequently converted their said land to "Bastu" Class of land. Afterwards the said Adwaita Nanda Konar died intestate leaving behind his widow namely Kakali Konar, his son Sourav Konar and his daughter namely Haimanti Dutta and afterwards they incorporated their names in LRROR appertaining to L.R. Khatian Nos. 43253, 43254 and 43255 comprising in L.R. Plot Nos. 966 and 967 in Nari Mouza, J.L. No. 70.

C. **AND WHEREAS** by way testamentary and intestate succession, the said Apurbananda Konar, Jadupati Koner, Kakali Konar, Sourav Konar and Haimanti Dutta became the owner in respect of the 16 Anna share in the aforesaid property and by virtue of the above process the Owner / First Party herein, became the absolute and undisputed owner of and fully seized and possessed of and well and sufficiently entitled to and possessing an indefeasible title to all that the pieces and parcels of revenue redeemed land containing an area of about 18 Decimals or a little more or less with complete old structure thereon and they recorded their names Holding No. 124 at Kalna Road Mahalla at Ward No. 7 under the Burdwan Municipality, Police Station: Burdwan Sadar, J. L. No. 70, Mouza: Nari, falling under the municipal ambits of

Apusobanda Konar.

Jadu Pati Konar

Kakoli Konar

Shaimanti Dutta.

Souvar Konar

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Soumitra Halder
Partners

the Burdwan Municipality. The said land with brick built dwelling house standing thereon on the said land as detailed in this paragraph is defined in details in FIRST SCHEDULE and by virtue of such process the present OWNERS became the absolute owner and possessor in respect of the said property 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 her name on appropriate receipt thereof without any dispute and without the intervention of any Third Party.

- D. **AND WHEREAS** that there is a large portion of land being 18 Decimals of Land along with structure thereon being the First Schedule mentioned property which is unmaintained and thereby the **OWNERS** have taken decision to construct multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by demolishing the existing structure present thereon and by constructing building/s and to develop the premises which is not being looked after by the OWNERS due to their inexperience in the field of maintenance of property and also occupational dilemma as well as health and habitation uncertainty in the City of Burdwan and thereby the OWNERS have taken decision to demolish the existing structure and to construct the multistoried residential building along with residential building inclusive of Flats/Residential Units and Car Parking

Apurbaranda Konar,

Jadu Pati Konar

Kekoni Konar

Shaimanti Bhatta

Sourav Konar

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Partners

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Seemita Halder

Partners

Spaces and to develop the premises.

- E. **AND WHEREAS** that the **OWNERS** neither have the capacity nor have the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with multistoried residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces.
- F. **AND WHEREAS** that the **DEVELOPER** is itself is a highly reputed Promoter of Real Estate and Developer as a Partnership Firm 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 multistoried residential building along with residential 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:-

Apurbanda Konar,

Jadu Pati Konar

Kakali Konar

Haimanti Bha.

Sourav Konar

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Saimitra Halder
Partners

1.1 **PREMISES:** shall mean the premises with land as stated in the First Schedule of this agreement.

1.2 **BUILDING/S:** shall mean the proposed multi-storied building/buildings along with multi-storied residential building cum housing inclusive of Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, and as per Municipal Plan within the said premises and shall also mean the any additional floors and/or storey on and over the said Top Floor inclusive of Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan or amendment or modification of Plan in order to construct the said additional floors over the said Top Floor in the proposed Multi-Storied Building comprised with Residential Flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the **Fourth Schedule** of this Indenture.

1.3 **OWNERS:** shall mean

A. **MR. APURBANANDA KONAR**, Son of Late Sasanka Mohan Konar, by Nationality Indian, by faith Hindu, by Occupation- Business, presently

Apurwibonanda Konar

Jadu Pati Konar

Kakali Konar

Haimanti Dutta

Sourav Konar

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Saimitra Halder
Partners

residing at "Uma Bhavan", Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; PAN. CZHPK2020A;

- B. **MR. JADUPATI KONER**, Son of Late Sasanka Mohan Konar, by Nationality Indian, by faith Hindu, by Occupation- Business, presently residing at "Uma Bhavan", Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; PAN. AMUPK5715C;
- C. **MRS. KAKALI KONAR**, Wife of Late Adwaita Nanda Konar, by Nationality Indian, by faith Hindu, by Occupation- Housewife, presently residing at "Uma Bhavan", Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; PAN. DKKPK9141P;
- D. **MRS. HAIMANTI DUTTA**, Wife of Mr. Sunirban Dutta (Daughter of Late Adwaita Nanda Konar), by Nationality Indian, by faith Hindu, by Occupation- Housewife, presently residing at Balaji Housing Complex, Near St. Xavier's School, P.O. Sripally, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713103; PAN. BDJPD6690L; and
- E. **MR. SOURAV KONAR**, Son of Late Adwaita Nanda Konar, by Nationality Indian, by faith Hindu, by Occupation- Service, presently residing at "Uma Bhavan", Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; PAN. DKKPK9143R; and shall include their respective heirs, executors, administrators, representatives, transferees,

Apurba nanda Konar

Jadu Pati Konar

Kakoti Konar

Haimanti Bhatta

Sourav Konar

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Soumitra Halder
Partners

assignees and nominees.

1.4 DEVELOPER: shall mean "GREEN APPY" (a Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at C/o Amitava Paul, Monirampur Beniapara, 48 Rampada Halder Road, Post Office: Barrackpore, P.S. Barrackpore, Dist. North 24-Parganas, Pin - 700120, PAN. AALFG0513D; represented by its Partners namely (i) **SMT. MOUMITA HALDER**, W/o Sri Soumitra Halder, by caste Hindu, by profession business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; PAN. ADJPH8811]; and (ii) **SRI SOUMITRA HALDER**, S/o Late Sujoy Krishna Halder, by caste Hindu, by profession Business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; PAN. ABHPH2544N; and shall include its respective legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees.

1.5 COMMON FACILITIES: shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator space/room, community room, meter room, transformer, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of

Apurba Prasad Konar

Jadu Pati Konar

Ketaki Konar

Haimanti Dutta

Sourav Konar

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Soumitra Halder
Partners

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/flat 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 Units/Flats in the Building/s and shall also include the Developer herein and the owner herein in respect of such Residential Units/Flats which are retained and/or not

Atulchandra Konar.

Tadu Pati Konar

Kakoli Konar

Pratimanti Dutta

Sourav Konar

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Seemita Halder
Partners

alienated and/or not agreed to be alienated of the time being.

- 1.17 **COMMON EXPENSES:** shall include all expenses to be incurred by the Co - owner for the maintenance, management and upkeep of the building in the said Holding for common purposes and also the charges to installation of Electricity.
- 1.18 **COMMON PURPOSES:** shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co - Owner relating to their mutual rights and obligations for the most beneficial use and enjoyment of 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 selling purpose and for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal. 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

A Purba Sarda Konar,

Jadu Pati Konar

Kapoti Konar

Satnamanti Dutta.

Sourav Konar

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Partners

making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.

- 1.20 **DEVELOPER'S ADVOCATE:** Shall mean Sri Rajdeep Goswami, Ld. Advocate of Burdwan District Judges' Court who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.
- 1.21 **TRANSFER:** with its grammatical variations shall include a transfer by and/or of possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried 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

Apurvasomanda Konar,

Jadu Pati Konar

Kakoli Konar

Shaimanti Dutta

Sourav Konar

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Soumitra Halder
Partners

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

- 2.1 That the **OWNER** is 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 **OWNER** hereby unconditionally undertake to make the said **First Schedule** mentioned property free form all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within 3 Months from this very date of execution of this Agreement.
- 2.3 That the **DEVELOPER** will bear the cost of demolishing, dismantling, disintegrating and dissolving the existing construction (if any) and will take the possession of the vacant land in favour of the **DEVELOPER** provided that



Ajwalewade Komar
Jade Patil Komar
Kakali Komar
Haimanti Datta
Saurav Komar

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Sourmita Halder
Partners

all the debris and rubbish will be retained by the **DEVELOPER** and shall be the property of the **DEVELOPER** and the **DEVELOPER** will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation.

- 2.4 That the **DEVELOPER** will bear all expenditure of construction and cost of all necessary and essential materials and equipments which will be required for the purpose of construction of the said building premises and the **OWNER** will co-operate with the **DEVELOPER** in all aspects except Financially.
- 2.5 That the **OWNER** by self or through their constituted attorney shall sign in all other necessary papers, documents, affidavits, declarations etc. require for modification of building plan/revised plan if necessary, and for construction of building which may be required by the Developer for the purpose of construction and development of the said property in the said premises.
- 2.6 The **DEVELOPER** is hereby authorized and empowered in relation to the said construction, so far as may be necessary for apply of quotas of cement, steels bricks and other materials for the construction or the electric meter waster & drainage and other imputes and facilities and for other necessities required for which purpose the **OWNER** hereby agree upon to execute a Power of Attorney through this indenture in favour of "**GREEN APPY**" (a Partnership Firm having been incorporated under the Partnership Act, 1932)

Aparajita Konar

Jode Pati Konar
Kakoli Konar

Staimanti Datta
Sourav Konar

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Partners

having its Regd. Office at C/o Amitava Paul, Monirampur Beniapara, 48 Rampada Halder Road, Post Office: Barrackpore, P.S. Barrackpore, Dist. North 24-Parganas, Pin - 700120, PAN. AALFG0513D; represented by its Partners namely (i) **SMT. MOUMITA HALDER**, W/o Sri Soumitra Halder, by caste Hindu, by profession business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; PAN. ADJPH8811; and (ii) **SRI SOUMITRA HALDER**, S/o Late Sujoy Krishna Halder, by caste Hindu, by profession Business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; PAN. ABHPH2544N; whereas such power or authority to be executed by a registered Power of Attorney 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 OWNER no one else have any right title interest, claim or demand whatsoever or howsoever in respect of the said **First Schedule** mentioned premises or any portion thereof.
- 2.8 The OWNER shall pay all revenue and taxes to the competent authority till the transfer of the flat or space premises to the intending purchaser or transferee from the and in respect of the OWNER'S ALLOCATION.
- 2.9 The OWNER have absolute right and authority to enter into the

Atulbanada Konar.

Jadev Pati Konar

Kakoli Konar

Chaitramani Duba.

Sourav Konar

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Sumittra Halder
Partners

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 these present.

2.15 The OWNER 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 OWNER hereby undertake to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, liens, claims,

Ajwalnanda Konar.

Jadu Pati Konar

Kakoli Konar

Shaimanti Duba.

Souvar Konar

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Soumitra Halder
Partners

damages, encumbrances and mortgages or any Third Party Possessory Rights or any Third Party Claim in the said premises arising out of or due to the negligence or non compliance of any law, bye-laws rules and regulations of the Burdwan Municipality or Government or local bodies including the Municipality as the case may be by the OWNER and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to or 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 she entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owner' allocation will be borne by the Owners or their nominee or nominees. Here it must be mentioned that the Owner 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

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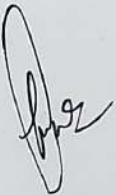
Moumita Halder
Partners

GREEN APPY

Saimitra Halder
Partners

Owners in respect of their Allocation. If after execution of this Agreement or during the continuance of the project, if any anomaly or problem or discrepancy or dispute in connection to the title of the OWNERS in regard to the FIRST SCHEDULE property is found or if any anomaly or problem or discrepancy or dispute in connection to the possession of the OWNERS in regard to the FIRST SCHEDULE property is found or if any anomaly or problem or discrepancy or dispute in connection to the Title Deeds and/or Documents and/or Plot Numbers in regard to the FIRST SCHEDULE property is found then the OWNERS will liable to clear all such anomalies or problems or discrepancies or disputes within 3 Months from the date of finding of such anomalies or problems or discrepancies or disputes and if the OWNERS fail to do so, then the DEVELOPER will be at liberty to cancel and rescind the Agreement and the OWNERS will be liable and bound to refund the interest free principal consideration price received by the OWNERS from the DEVELOPER till that day within 1 Month and the OWNERS will also reimburse the expenses and cost incurred by the Developer till that day within 6 Months.

2.17 That during the continuance of this Agreement the OWNER 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



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Partners

construction work of the new building as per sanctioned plan of Burdwan Municipality.

2.18 In case of failure to give open and clear possession in favour of the DEVELOPER by the OWNER and in that event if the DEVELOPER face any financial loss to that effect the OWNER will liable for all consequences.

2.19. The DEVELOPER will be free and will be eligible and entitled and will have all the right and/or all authorities and/or all privileges to give and/or to make and/or to use and/or to keep the First Schedule Property and also credential of the firm and the units of said project and the land and it's title deeds in all kind of mortgage and/or pledge and/or hypothecate and/or charge and/or concur in pledging and/or hypothecating and/or charging with, to or in favour of any Private Bank and/or Nationalize Bank or any other Financial Institutions and/or individual and/or body may it be a juristic or non-juristic entity and will have all and absolute and unfettered right and/or all and absolute and unfettered authority and/or all and absolute and unfettered privilege to execute and/or deliver any instruments and/or any deed of mortgage and/or charge and/or encumbrance, hypothecation and/or pawn and/or pledge and/or lien and/or trust receipt and/or to receive any consideration money and/or loan amount by executing as well as if necessary by registering deed and/or otherwise for such mortgage and/or charge



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Sannitza Halder
Partners

and/or hypothecation and/or pawn and/or pledge and/or lien and/or the like and the Owners will initiate all endeavours and aid to make such mortgage and/or charge and/or convenient and/or hypothecation and/or pawn and/or pledge and/or lien and the OWNERS will also sign, endorse and execute and will be duty bound to do and execute all such work for the purpose of obtaining the loan amount by the DEVELOPER in respect of and out of the aforesaid mortgage and/or charge and/or convenient and/or hypothecation and/or pawn and/or pledge and/or lien and will cooperate with the DEVELOPER but the DEVELOPER shall alone be responsible for the payment of the loan and discharging the liabilities under the mortgage and in the event of failure of the project to return the original title deeds of the Owners.

ARTICLE III - COMMENCEMENT:

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

ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION:

- 4.1 The OWNER hereby grant exclusive right to the DEVELOPER to build upon and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER may choose by

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Kakoli Karmakar

Pratima Karmakar

Sourav Karmakar

SKREEN APPY

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Seemita Halder

constructing a building thereon by way of the said construction is to be done according to the Burdwan Municipality by-laws, rules and regulations and not otherwise. The entire cost of construction of the building or whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permission and approvals. The owner shall not be required to contribute any amount in that regard. Be it mentioned here that the DEVELOPER will have sole right and authority and shall be entitled to receive the price of the Lift, Transformers, Generators from the Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat Owner in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER and the DEVELOPER will have sole right and authority and shall be entitled to receive the price cum consideration amount of any excess work including the additional and excess work in the Flats from the intending Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat Owner in favour of the

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Moumita Halder

Samirita Halder

DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER.

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

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property remains in the name of any other person except that of the OWNER then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to mutate the names in their names without any further delay and in this respect the DEVELOPER will simply cooperate.

4.8 That if at the time of the execution of the deed the record of nature and character of the property remains in any nature other than as it recorded in the L.R.R.O.R then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to convert the nature and character of the property without any further delay and in this respect the DEVELOPER will simply cooperate.

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

4.10 That if there is anomaly in connection to the Status of the present OWNER as the "Raiyat" in the LRROR is present in regard to the First Schedule mentioned properties and if his name is recorded as the Holder of Life Estate i.e., "Jibon Sotto" in the LRROR instead of full freehold right, title and interest as the Raiyat, then in that event within 15 days from the execution and

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registration of the deed, the OWNER will be duty bound to take all initiatives to rectify the LRROR in respect of the Property from the Office of the BLLRO, Burdwan-I by incorporating his names in the Records of Rights in the LR Record with full freehold right, title and interest as the Raiyat in respect of the property without any further delay out of their own cost and expenses and in this respect the DEVELOPER will simply cooperate but will not help and aid financially.

ARTICLE V - TITLE DEEDS:

- 5.1 Immediately after the execution of this agreement the OWNER shall hand over Original Title Deed and other papers and writings including the last paid up Municipality bills and the other Bills including Revenue Receipt issued by the Government of West Bengal through B.L.L.R.O relating to the said **First Schedule** mentioned premises of and/or for necessary searches, to the DEVELOPER for inspection and record.
- 5.2 The DEVELOPER shall be entitled for detailed inspection of the original title deeds. The OWNER shall strictly unconditionally keep the original Title Deeds deposited with the DEVELOPER or with the Advocate of the DEVELOPER to make such inspection convenient.
- 5.3 Subject to the provisions contained herein, the OWNER have and possess a

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marketable title to the said premises and the same is free from all encumbrances, charges, liens, lis-pendenses, attachments, trusts whatsoever or howsoever as mentioned above.

- 5.4 The deed of conveyance or deeds of conveyance shall be executed by the OWNER and/or the DEVELOPER as the case may be in such part or parts as the DEVELOPER shall require. The cost and expenses involved for construction shall be borne and paid by the DEVELOPER alone.

ARTICLE VI - EXECUTION OF THE PROJECT:

- 6.1 As per the plan which will be sanctioned by the Burdwan Municipality and the OWNER by themselves or through their constituted Power of Attorney holder namely "**GREEN APPY**" (a Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at C/o Amitava Paul, Monirampur Beniapara, 48 Rampada Halder Road, Post Office: Barrackpore, P.S. Barrackpore, Dist. North 24-Parganas, Pin - 700120, **PAN. AALFG0513D**; represented by its Partners namely (i) **SMT. MOUMITA HALDER**, W/o Sri Soumitra Halder, by caste Hindu, by profession business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ADJPH8811J**; and (ii) **SRI SOUMITRA HALDER**, S/o Late Sujoy Krishna Halder, by caste Hindu, by profession Business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ABHPH2544N**; having

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obtained all necessary permission, approvals and sanctions, the DEVELOPER will *ipso-facto* get the privilege to commence construction in respect of the portion of the premises in the possession of the OWNER. The construction will be in accordance with the Burdwan Municipality sanctioned plan. The OWNER shall allow the DEVELOPER purposes of construction and allied activities during the continuation of this agreement and until such time the proposed building is completed in all, respects. During such period the OWNER shall not prevent the DEVELOPER of the said premises from constructing the building in accordance with the plans sanctioned by the Burdwan Municipality.

- 6.2 In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNER and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNER to carry out the construction of the proposed building which is to be completed within 60 Months from the date of sanction of the Plan for construction of the proposed multistoried building by the Burdwan Municipality unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure, save and

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except that the DEVELOPER shall not be entitled to create any possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER shall be entitled to use the said property for any other purposes other than the purpose of construction of the building in accordance with the sanctioned plan, if such usage of the said property is collaterally or parallelly connected with the said construction work.

- 6.3 The OWNERS will resume to be in possession over the said **First Schedule** mentioned property in respect to their remaining Portion of the Constructed Building during the continuation of term of the project, i.e. 36 Months from the date of sanction of the Plan for construction of the proposed multistoried building by the Burdwan Municipality unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure. The OWNER or any of their agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during this period the DEVELOPER will enjoy the right of absolute possession over the SAID PROPERTY.

- 6.4 That if the DEVELOPER fails to carry out the project within the aforesaid

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time-frame and if the DEVELOPER fails to construct the proposed building within the stipulated time, then from that point of time and from that very moment only this agreement would be considered to have been terminated and frustrated and the OWNERS will take possession over the constructed building irrespective of allocated share and the DEVELOPER will be bound to vacate the premises without any objection and moreover in such event the OWNERS will keep and retain the entire consideration amount if any paid by the DEVELOPER in favour of the OWNER in pursuance of this Agreement and also shall take over the possession and ownership of the constructed portion of the building and by no means the DEVELOPER will have any right, title and interest to claim or ask such consideration and/or any reimbursement for the above said construction and if any claim is made then such claim will be invalid and negligible even in the eyes of law

ARTICLE VII - SPACE ALLOCATION

7.1 The DEVELOPER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER only and no one else but the said building is to be constructed by the manner and way with all specifications as stated in the **Third Schedule** of this Indenture.

7.2 The OWNERS shall be ENTITLED to the OWNER'S ALLOCATION as defined in

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Clause 1.6 of this agreement.

- 7.3 The OWNERS shall be entitled to sell, transfer and/or otherwise deal with the owner's allocation of space, except the vacant space, e.g. lawn or/and drive way or/and garden etc., the transfer of which is prohibited under Rules of Burdwan Municipality as well as West Bengal Municipal Act and/or by any other law for the time being in force.
- 7.4 In consideration of the DEVELOPER'S having constructed the building at its own costs and provided for the owner's allocation as above, the DEVELOPER shall be entitled to the remaining total super built up space in the said building including common parts and areas.
- 7.5 The OWNERS shall not be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space alone and or individually i.e., the sale must be made with the DEVELOPER and OWNER shall not be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space without the DEVELOPER and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee from OWNER'S ALLOCATION only by the DEVELOPER where the cost and expenses of such installation must be incurred by the intending purchaser/transferee.

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Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; **PAN. DKKPK9143R**; do hereby unconditionally and unequivocally nominate, constitute and appoint "**GREEN APPY**" (a Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at C/o Amitava Paul, Monirampur Beniapara, 48 Rampada Halder Road, Post Office: Barrackpore, P.S. Barrackpore, Dist. North 24-Parganas, Pin - 700120, **PAN. AALFG0513D**; represented by its Partners namely (i) **SMT. MOUMITA HALDER**, W/o Sri Soumitra Halder, by caste Hindu, by profession business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Bardhaman, Pin - 713166; **PAN. ADJPH8811J**; and (ii) **SRI SOUMITRA HALDER**, S/o Late Sujoy Krishna Halder, by caste Hindu, by profession Business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Bardhaman, Pin - 713166; **PAN. ABHPH2544N**; to be their true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on behalf of their and in their names viz.

1. To work, manage, control and supervise the management of all and administer the properties of the 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 Owner to the

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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 Owner, assurances or any other instruments requiring the signature of the Executants/Executors of this Power of Attorney being the Owner.

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 Executants/Executors of this Power of Attorney being the Owner and to sign on giving acknowledgements receipt on behalf of the Executants/Executors of this Power of Attorney being the Owner.
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 Owner 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 Owner, assurances or any other instrument requiring the signature of the Executants/Executors of this Power of Attorney being the Owner before the Registrar, Notary, Oath, Commissioner or other public authorities as if

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the same was duly executed by the Executants/Executors of this Power of Attorney being the Owner 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 Owner 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 Owner, assurances or any other instrument requiring the signature of the Executants/Executors of this Power of Attorney being the Owner and signed by their under these presents and hand over the same for safe custody.
6. To present the Executants/Executors of this Power of Attorney being the Owner if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on behalf of the Executants/Executors of this Power of Attorney being the Owner for the purpose of conducting the litigations, if any, as the said

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attorney of the Executants/Executors of this Power of Attorney being the Owner 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 Owner 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 Owner 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.

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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 Attorney being the Owner shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executants/Executors of this Power of Attorney being the Owner 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 Owner 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 Owner shall be construed as being signed and/or executed by the Executants/Executors of this Power of Attorney being the Owner 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 Owner.

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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.
13. To prepare building plan, design work and to put signature on behalf of the Executants/Executors of this Power of Attorney being the Owner as the lawful attorney of the Executants/Executors of this Power of Attorney being the Owner 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 Owner and on behalf of the Executants/Executors of this Power of Attorney being the Owner 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

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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 Owner' Allocation as well as of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNER and to deposit the said amount in the Bank Accounts of the DEVELOPER for adjustment of the investment and cost incurred by 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 OWNER in respect of their allocation and to deposit the said amount in the Bank Accounts of the DEVELOPER for adjustment of the investment and cost incurred by the DEVELOPER as the said consideration amount of the flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER Firm incurred and made as per the terms and conditions of this Agreement.

36. To Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective purchasers in respect of the OWNER'S ALLOCATION and also DEVELOPER'S ALLOCATION in any Registering Office by representing the OWNER and by signing on their behalf and by admitting any document

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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.

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

ARTICLE XIII - ARBITRATION:

- 13.1 In case of any dispute difference or question arising between the parties with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the

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agreement or in any manner whatsoever concerning this agreement and same shall be referred to arbitration under the provisions of The Arbitration Act, 1996 and/or statutory modification or enactment thereto under one sole Arbitrator who will be elected by the both the PARTIES and the award made and published by sole Arbitrator shall be final and binding on the parties hereto.

ARTICLE XIV - JURISDICTION:

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

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

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

THE FIRST SCHEDULE ABOVE REFEREED TO

(Property Details)

ALL THAT THE PIECE AND PARCEL OF BASTU LAND within District: Purba Bardhaman P.S & Sub-Registry Office - Burdwan within Burdwan Municipality, Mouza: Nari, J.L No-70, CS Khatian No. 702 comprising in C.S. Plot Nos. 453 and 454, R.S. Khatian No. 1203 out of which one plot is comprising in R.S. Plot No. 453/4048,

Apurba-randa Konar

Jadu Pati Konar

Kakoti Konar

Haimanti Dutta

Sourav Konar

Moumita Halder

Soumitra Halder

L.R. Khatian Nos. 2057, 2058, 43253, 43254 and 43255 comprising in L.R. Plot No. 966 which is measuring an area of 10 Decimals (A Little More or Less) and the other plot is comprising in R.S. Plot No. 454/4754, L.R. Khatian Nos. 2057, 2058, 43253, 43254 and 43255 comprising in L.R. Plot No. 967 which is measuring an area of 8 Decimals (A Little More or Less), both of which are By Class, Bastu, **total measuring an area of 18 Decimals (A Little More or Less) i.e., 0.18 Acres (A Little More or Less)** of landed property along with 2 (Two) Storied Structure commonly known as "Uma Bhavan" measuring 6000 Sq. Ft. (A Little More or Less) [within the said 2 (Two) Storied Structure which is commonly known as "Uma Bhavan" and in which the Covered Area in 1st (First) Floor measuring 3000 Sq. Ft. (A Little More or Less) and the Covered Area in 2nd (Second) Floor measuring 3000 Sq. Ft. (A Little More or Less)] out of which the property given for Development as per this agreement is measuring **18 Decimals** of landed property with **6000 Sq. Ft. (A Little More or Less)** of structure thereon and the property is being butted and bounded in the following manner:

ON THE NORTH BY: Property of Subhasish Mitra & Ors;

ON THE SOUTH BY: Kalna Road;

ON THE EAST BY: Property of Sen Family & Habul Roy & Ors;

ON THE WEST BY: Property of Tapan Nayak & Ors.;

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

Apurba Kona -

Taru Pati Kona

Kakati Kona

Haimanti Bala

Sourav Kona

Moumita Halder

Soumitra Halder

18 DECIMALS (A LITTLE MORE OR LESS) WITH 6000 SQ. FT. (A LITTLE MORE OR LESS) OF OLD TWO STORIED RESIDENTIAL STRUCTURE THEREON.

The Land is having Holding No. 124 of Ward No. 07 of Kalna Road Mahalla within the Jurisdiction of the Burdwan Municipality.

Revenue payable to the State of West Bengal through B.L & L.R.O, Burdwan-I.

THE SECOND SCHEDULE ABOVE REFEREED TO

(Details of Payment System of Consideration Amount)

1. OWNERS jointly and together received a sum of Rs. ₹21,00,000/- (Rupees Twenty One Lakhs Only) out of which the Owner No. 1 has received total Rs. 7,00,000/- (Rupees Seven Lakhs Only) at the time of execution and registration of this agreement through Cheque Payments vide Cheque No "107549" of State Bank of India, Parbirhata dated 17/08/2019 amounting Rs, 5,00,000/- (Rupees Five Lakhs Only) and Cheque No "107550" of State Bank of India, Parbirhata dated 17/08/2019 amounting Rs, 2,00,000/- (Rupees Two Lakhs Only) and the Owner No. 2 has received total Rs. 7,00,000/- (Rupees Seven Lakhs Only) at the time of execution and registration of this agreement through Cheque Payments vide Cheque No "107551" of State Bank of India, Parbirhata dated 17/08/2019 amounting Rs, 5,00,000/- (Rupees Five Lakhs Only) and Cheque No "107552" of State Bank of India, Parbirhata dated 17/08/2019 amounting Rs, 2,00,000/- (Rupees Two Lakhs Only) and also the Owner No. 3, Owner No. 4 and the Owner

Apurba Mondal Ne war

Tade Pati Konar
Kakoli Konar

Haimanti Datta
Souren Konar

Moumita Halder

Soumitra Halder

No. 5 have jointly and together received Rs. 7,00,000/- (Rupees Seven Lakhs Only) from the Developer in the Account of Owner No. 3 at the time of execution and registration of this agreement through Cheque Payment vide Cheque No" 107553" of State Bank of India, Parbirhata Branch dated 17/08/2019.

2. The DEVELOPER shall pay the rest amount of payable money i.e., Rs. 1,64,00,000/- (Rupees One Crore Sixty Four Lakhs Only) to the OWNERS proportionately as per their shares in the property during the continuance of the Development Work on the basis of Part Payments and Installments within 40 Months from the Date of Sanction cum Approval of Project and Tie Up of the Project by the State Bank of India (Loan Department inclusive of RASMECCC or RBO) after the Sanction of the Building Plan by the Burdwan Municipality.

Total Earnest Consideration Amount:- Rs. 1,85,00,000/- (Rupees One Crore Eighty Five Lakhs Only)

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

THE THIRD SCHEDULE ABOVE REFEREED TO

(Construction of Flat and Building Details)

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

Apurba Kona

Taru Pati Kona

Kakar Kona

Haimanti Datta

Sourav Kona

Moumita Halder
Partners

Soumitra Halder

MAIN WALLS & PARTITION WALLS:- 200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively,

FLOOR:-

Marble/Vitrified Floor Tiles (as per convenience of the Developer) for All room, Balcony, Hall, Kitchen, Bath/Toilet.

SKIRTING AND DADO:- Cut Piece Marble/Vitrified 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.

Apuwananda Kona

Jadu Pati Kona

Kakoli Kona

Haimanti Dalta

Sourav Kona

Moumita Halder

Soumitra Halder

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 Plaster of parish.

The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary priming coat

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

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

Aparajita Konde - Konde.

Jadu Pati Konde

Kakoli Konde

Shaimanti Dutta.

Sourav Konde

SEEN APPY

Meemita Holder
Partners

Seemita Holder

in the main entrance door to each flat. Door stoppers will be fixed in every door.

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

Each Bed Room Two light points, One Plug point, One Fan Point.

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

Kitchen One light Point, One Power Point, One Exhaust fan point.

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

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

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir

Aparbaramber No. 102

Jade Pati Konar

Kakoti Konar

Haimanti Dutta

Sourav Konar

ORIGIN

Mounita Halder
Partner

WITNESSES

Semintra Halder
Partner

19. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
20. Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
21. Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owner.

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 **17th of August, 2019**.

Memo of Consideration cum Receipt

The **OWNERS** hereby jointly and together doth admit and confirm about **RECEIPT** and **RECEIVING** of and from the within named **DEVELOPER** the sum of total **Rs. 21,00,000/- (Rupees Twenty One Lakhs Only)** received by **OWNERS** directly through Cheque Payments as aforesaid in the Entry No. 1 of Second Schedule and in respect of and out of the pre-settled amount as per pre-settled terms and conditions.

[This Deed is prepared on 1 (One) Stamp Paper, 84 (Eighty Four) A4 Bond Papers, 4 (One) Map and 4 (Four) A4 Bond Papers containing the Finger Prints and Photos of the Parties i.e., this Deed is prepared on and upon total 89 (Ninety) (Eighty Nine) Pages].

@ Apurba Kumar Konar

Apurba Kumar Konar

WITNESSES:-

1. Abhijit Ghosh
S/O - Ananta Ghosh
Bhabani Thakur Lane
P.O - Raibati, Burdwan

Pin - 713104

2. Sudip Sankar
S/O Lt. S.P. Sankar
vill. + P.O = Nabagram
Dist. = Burdwan

1. Apurba Kumar Konar,

2. Jadu Pati Konar

3. Kakoli Konar

4. Haimanti Dutta

5. Sourav Konar

SIGNATURES OF THE OWNERS

GREEN APPY

1. Moumita Halder
Partners

GREEN APPY

2. Soumitra Halder

Drafted by me & typed in my Office




Rajdeep Goswami
Advocate

Burdwan Dist. Judges Court
Enrollment No. WB/1989/2011

Computerized Typed by Me

Sk. Sabir
Nerodighi, Burdwan











SEAL & SIGNATURE OF THE DEVELOPER

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



Apurba Kumar Karan

SIGNATURE *Apurba Kumar Karan*

| | | | | | |
|-----------------------|---|---|---|---|---|
| Left Hand Impression | Little | Ring | Middle | Index | Thumb |
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| Right Hand Impression | Thumb | Index | Middle | Ring | Little |
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Jadu Pati Koner

SIGNATURE *Jadu Pati Koner*

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













SIGNATURE *Kakoli Koras*

| | | | | | |
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| Left Hand Impression | Little | Ring | Middle | Index | Thumb |
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| Right Hand Impression | Thumb | Index | Middle | Ring | Little |
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SIGNATURE *Haimanti Dutta*

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



Soupar Konar

SIGNATURE Soupar Konar

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













Moumita Halder

GREEN APPY

SIGNATURE

Moumita Halder
Partners

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



Sumit Arz Hakkar

SIGNATURE

GREEN APPY
Sumit Arz Hakkar
 Partners







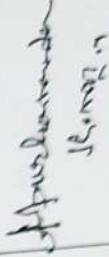


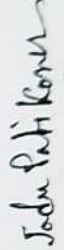


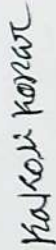
Government of West Bengal

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



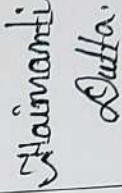


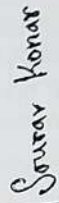





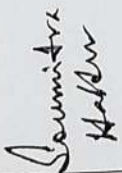
OFFICE OF THE A.D.S.R. BURDWAN, District Name :Burdwan




Signature / LTI Sheet of Query No/Year 02030001325978/2019

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

| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|--|-----------|---|---|---|
| 1 | Mr APUBANANDA KONAR "Uma Bhavan", Pirpukur, Kalna Road, P.O:- Bardhaman, P.S:- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713101 | Land Lord |  |  |  |
| 2 | Mr JADUPATI KONER "Uma Bhavan", Pirpukur, Kalna Road, P.O:- Bardhaman, P.S:- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713101 | Land Lord |  |  |  |
| 3 | Mrs KAKOLI KONAR Alias Mr KAKALI KONAR "Uma Bhavan", Pirpukur, Kalna Road, P.O:- Bardhaman, P.S:- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713101 | Land Lord |  |  |  |

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

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|---|--|---|---|--|
| 4 | Mrs HAIMANTI DUTTA "Uma Bhavan", Pirpukur, Kalna Road, P.O:- Bardhaman, P.S:- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713101 | Land Lord |  |  |  |
| 5 | Mr SOURAV KONAR "Uma Bhavan", Pirpukur, Kalna Road, P.O:- Bardhaman, P.S:- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713101 | Land Lord |  |  |  |
| 6 | Mrs MOUMITA HALDER Nabagram, P.O:- Nabagram, P.S:- Jamalpur, District:- Burdwan, West Bengal, India, PIN - 713166 | Represent ative of Developer [GREEN APPY] |  |  |  |
| 7 | Mr SOUMITRA HALDER Nabagram, P.O:- Nabagram, P.S:- Jamalpur, District:- Burdwan, West Bengal, India, PIN - 713166 | Represent ative of Developer [GREEN APPY] |  |  |  |

| Sl No. | Name and Address of identifier | Identifier of | Photo | Finger Print | Signature with date |
|--------|---|--|---|---|---|
| 1 | 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 | Mr APUBANANDA KONAR, Mr JADUPATI KONER, Mrs KAKOLI KONAR, Mrs HAIMANTI DUTTA, Mr SOURAV KONAR, Mrs MOUMITA HALDER, Mr SOUMITRA HALDER |  |  |  |

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

Major Information of the Deed

| | | | |
|--|---|------------------------------------|------------|
| Deed No : | I-0203-07635/2019 | Date of Registration | 25/09/2019 |
| Query No / Year | 0203-0001325978/2019 | Office where deed is registered | |
| Query Date | 15/08/2019 12:18:58 AM | A.D.S.R. BURDWAN, District Burdwan | |
| Applicant Name, Address & Other Details | RAJDEEP GOSWAMI 2 No Dhopaparalanc, Jhapanatala, Burdwan, Thana Bardhaman Sadar, District Burdwan, WEST BENGAL, PIN - 713104, Mobile No. 90023545/5, Status Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4002] Power of Attorney, General Power of Attorney [Rs. 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs. 21,00,000/-] | | |
| Set Forth value | Market Value | | |
| | Rs. 1,83,10,230/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 40,061/- (Article 48(g)) | Rs. 21,021/- (Article F, E, E, B) | | |
| Remarks | Received Rs. 50/ (FIFTY only) from the applicant for issuing the assesment slip (Urban area) | | |

Land Details :

District: Burdwan, P.S. - Bardhaman, Municipality: BURDWAN, Road: Kalna Road after Haier Showroom, Mouza Nari, Ji No: 70, Pin Code: 713101

| Sch No | Plot Number | Khatian Number | Land Use Proposed | Land Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---------------|-------------|----------------|-------------------|--------------|--------------|-------------------------|-----------------------|---|
| 1 | RS 453/4048 | RS 1203 | Bastu | Bastu | 10 Dec | | 84,84,850/- | Property is on Road Adjacent to Metal Road. |
| 2 | RS 454/4/54 | RS 1203 | Bastu | Bastu | 8 Dec | | 67,87,880/- | Property is on Road Adjacent to Metal Road. |
| TOTAL : | | | | | 18Dec | 0/- | 152,72,730/- | |
| Grand Total : | | | | | 18Dec | 0/- | 152,72,730/- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|--------|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| 01 | On Land L1, L2 | 6000 Sq Ft. | 0/- | 30,37,500/- | Structure Type: Structure |

Gr. Floor, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type, Pucca, Extent of Completion: Complete

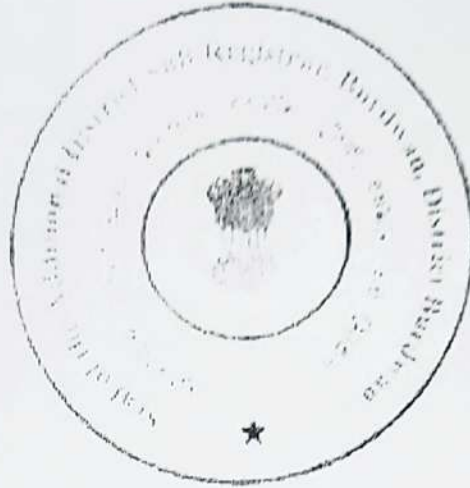
| | | | |
|---------|------------|-----|-------------|
| Total : | 6000 sq ft | 0/- | 30,37,500/- |
|---------|------------|-----|-------------|

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2019, Page from 165497 to 165611

Serial No 020307635 for the year 2019.



Digitally signed by KAUSHIK
BHATTACHARYA
Date: 2019.10.01 16:09:04 +05:30
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 10/1/2019 4:07:54 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
West Bengal.



(This document is digitally signed.)