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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

L 135301

400/23
29/12/23
04/12/23

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

JS

**Additional District Sub-Registrar
BURDWAN**

08 FEB 2024

08/02/24

DEVELOPMENT AGREEMENT

&

POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT IS MADE AND EXECUTED ON THIS 4TH DAY OF DECEMBER, 2023

BETWEEN

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1. **MR ATANU GHOSH**, S/o Late Amal Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Purbachal, P.O. Sripally, Town & P.S. Burdwan, Dist Purba Bardhaman, PIN-713103, **PAN: AHNPG0015H**
2. **MR AGNIMITRA GHOSH**, S/o Late Amal Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation Service, resident of 184, Bansdroni Place, P.O & P.S. Bansdroni, Dist South 24-Parganas, PIN-700070, **PAN: ADMPG3989R**

Referred to hereinafter as the **OWNER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

AND

RK REALTECH, a Partnership Firm having its registered office at Ullhas, P.O. Joteram, P.S. Burdwan, Dist. Purba Bardhaman – 713104, **PAN: ABGFR9479P**, represented by its partners, namely:

1. **MR. ABHISEK GHOSH**, S/o Rup Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation business, resident of Ullhas, P.O. Joteram, P.S. Burdwan, Dist. Purba Bardhaman – 713104, **PAN: AKSPG4791N**
2. **MR. ABHIJIT GHOSH**, S/o Rup Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation business, resident of Ullhas, P.O. Joteram, P.S. Burdwan, Dist. Purba Bardhaman – 713104, **PAN: AYSPG5041P**



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Referred to hereinafter as the **DEVELOPER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to its legal heirs, successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS the property described in the "**A**" Schedule below was originally owned and possessed by Sitangshu Bhusan Roy, and during his ownership and possession he transferred the A Schedule property in favour of Gagan Chandra Dhar by virtue of a deed of sale, registered in the office of District Sub-Registrar, Burdwan being Deed No 7774 for the year 1965 and in this way said Gagan Chandra Dhar exclusively got A schedule property and possessed the same without any connection or concern to others.

AND WHEREAS after the demise of said Gagan Chandra Dhar, the A Schedule property devolved upon his two sons Ganendra Chandra Basu Dhar & Manujendra Dhar and they jointly became the owner & possessor in respect of A Schedule property. Thereafter during their ownership and possession they transferred the **A** Schedule property in favour of Sita Ghosh by virtue of a deed of sale, registered in the office of District Sub-Registrar, Burdwan being Deed No 4787 for the year 1974 and in this way said Sita Ghosh exclusively got A schedule property and possessed the same without any connection or concern to others. Thereafter the name of said Sita





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Ghosh was recorded in the L.R.R.O.R. under Khatian no 359/1 in respect of sixteen anna share of L.R. Plot No 111/724.

AND WHEREAS said Sita Ghosh died on 01.04.2002 and she was issueless during her life time and therefore after the demise of Sita Ghosh the A Schedule property devolved upon her husband Akshay Kumar Ghosh. After the demise of Akshay Kumar Ghosh on 06.11.2005, the A Schedule property devolved upon his brother's son namely Atanu Ghosh & Agnimitra Ghosh, i.e, present owner and in this way the OWNER have accrued a good and absolute right, title, interest over the "A" schedule property by possessing the same adversely for more than twelve years without any connection and concern to others and the "A" schedule property is now free from all encumbrances, charges liens whatsoever.

AND WHEREAS the OWNER are previously decided to build their own residential house but they have separate accommodation in the side by plot of A schedule property and for that reason now they are not willing to build their residential house over the "A" schedule property, but as the "A" schedule property is situated within residential area as a result there will be lucrative and prospective scope to convert the "A" schedule property into multi storied Building and sell the same to different intending purchasers.

AND WHEREAS the DEVELOPER Firm is engaged in civil construction and development of immovable properties and being informed from, the closed sources approached to the OWNER through

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it's partners to carry on the project to build Multi-storied building project by providing fund from their own source.

AND WHEREAS in the joint meeting with the DEVELOPER, the OWNER expressed their affirmation to the proposal of the DEVELOPER, and the DEVELOPER is agreed to take up the project and to complete the same by providing his own fund with certain condition, single as well as joint liability written herein under that the DEVELOPER would start the project and complete the same of Multi-storied building as per the sanction plan from the competent authority and provide allotment to the OWNER embodied in this deed and it is further agreed that the DEVELOPER would also bear their joint liabilities with the other flat owners in respect of the common portion/space left as per the sanction plan as written herein under.

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

ARTICLE -I

Definitions: Unless in these presents there is something in the subject, clauses, restriction of context inconsistent with.

1.1. PREMISES shall mean the premises situated at PS. Burdwan & Dist. Purba Bardhaman, Mouza Kanainatshal, J.L. No. 76, R.S. Khatian No 76, R.S. Plot No 111, L.R. Khatian No. 359/1, L.R. Plot

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no 111/724, area 10 Decimal, Classification Bhati, under ward no 12 of Burdwan Municipality.

1.2. OWNER shall mean 1. **MR ATANU GHOSH**, S/o Late Amal Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation Service, resident of Purbachal, P.O. Sripally, Town & P.S. Burdwan, Dist Purba Bardhaman, PIN-713103, **PAN: AHNPG0015H** 2. **MR AGNIMITRA GHOSH**, S/o Late Amal Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation Service, resident of 184, Bansdronei Place, P.O & P.S. Banshdronei, Dist South 24-Parganas, PIN-700070, **PAN: ADMPG3989R**, (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns) of the FIRST PART, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives, assigns, nominee or nominees).

1.3. DEVELOPER shall mean **RK REALTECH**, a Partnership Firm having its registered office at Ullhas, P.O. Joteram, P.S. Burdwan, Dist. Purba Bardhaman – 713104, **PAN: ABGFR9479P**, represented by its partners, namely: (1) **MR. ABHISEK GHOSH**, S/o Rup Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation business, resident of Ullhas, P.O. Joteram, P.S. Burdwan, Dist. Purba Bardhaman – 713104, **PAN: AKSPG4791N**,

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(2) **MR. ABHIJIT GHOSH**, S/o Rup Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation business, resident of Ullhas, P.O. Joteram, P.S. Burdwan, Dist. Purba Bardhaman – 713104, **PAN: AYSPG5041P** (Which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

1.4. BUILDING shall mean the Multi-storied building have to be constructed over the "A" schedule property with such specification in accordance with the plan/plans to be sanctioned by the Burdwan Municipality and other competent authorities, which shall also include common spaces, common rights, parking spaces & other common facilities in the building.

1.5. ARCHITECT shall mean any technically experienced, qualified, certified person or persons or firm or firms to be appointed by the Developer as Architect of the said building to be constructed over the "A" schedule.

1.6. BUILDING PLAN shall mean the plan/drawings of the Multi-storied building yet to be constructed over the "A" schedule property prepared by the Architect, Engineers and issued by the Burdwan Municipality with such variation or specification as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned.

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1.7. COMMON FACILITIES / PORTIONS shall includes paths, passages, roof, foundations, columns, beams, supports, main wall, corridors, lobbies, stairs, stairways, fire-escapes, entrances & exits, tanks, motors, pump and such other spaces and facilities whatsoever required for the establishment, location, common enjoyment, provision, management and/or maintenance of the buildings as shall be determined by the Developer and the Owner of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Society is formed and take charge of the same.

1.8. CONSTRUCTED SPACE shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities yet to be constructed in accordance with the sanction plan/plans approved by the Burdwan Municipality or any other competent authorities.

1.9. OWNER'S ALLOCATION shall mean and include the area allotted in favour of the OWNER which was already fixed between the OWNER & DEVELOPER, it is decided and settled by the Owner and Developer that, the owner will get entire first floor along with 3 car parking space in the ground floor of the proposed multi-storied building over the A-schedule property TOGETHER WITH undivided proportionate share in land and common parts, facilities, amenities with sufficient

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modern fittings & fixtures TOGETHER WITH right over the roof over the "A" schedule property.

Be it mentioned here that, at present the developer paid **Rs 1,00,000/- (One Lakh Only)** in favour of the Owner No 1 Atanu Ghosh and paid **Rs 1,00,000/- (One Lakh Only)** Owner No 2 Agnimitra Ghosh on the date of this agreement, in total the Developer paid **Rs 2,00,000/- (Two Lakh Only)** on this day in favour of the Owner. Further the developer will pay **Rs 13,00,000/- (Thirteen Lakh Only)** in favour of the owner as per the time frame mentioned in the Schedule C written herein under. Therefore the developer will pay **Rs 15,00,000/- (Fifteen Lakh Only)** in total in favour of the Owner which will be adjusted with the allotted area (mentioner here in above) in favour of the owner by considering the sellable price of the DEVELOPER in respect of their allotment.

Be it further mentioned here that the specific allocation in respect of the parking in the proposed multi-storied construction over the A Schedule property will be fixed after getting sanction plan from the competent authority by executing separate supplementary development agreement.

1.10. DEVELOPER'S ALLOCATION shall mean excepting the area to be allotted in favour of OWNER (mentioner here in above) the remaining constructed area, out of the total constructed area in the proposed Multi-storied residential building over the "A" schedule

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property according to the building plan to be sanctioned by the Burdwan Municipality TOGETHER WITH undivided proportionate share in land and common parts, facilities, amenities with sufficient modern fittings & fixtures TOGETHER WITH right over the roof over the "A" schedule property.

Be it mentioned here that the specific allocation of the Owner & Developer in the building to be constructed over the A Schedule property will be fixed after getting sanction plan from the competent authority by executing separate supplementary development agreement.

1.11. **COVERED AREA** shall mean the plinth area or build-up area of the flat/unit/parking space of the proposed construction including the 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 flat then one - half of the area under such wall shall be included in each flat.

1.12. **UNDIVIDED SHARE** shall mean the undivided proportionate share in the land to be allocated & left vacant in the sanction plan attributable to the each flat/unit/parking comprised in the "A" Scheduled property and the common portions held by and remained for the common use and occupation for the each intending flat/unit/parking purchaser and for the Owner.

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- 1.13. **CO - OWNER** shall according to its context mean and include legal heirs, successors, legal representatives, executors, administrators and assigns of the OWNER, DEVELOPER & intending purchasers of flat/unit/car parking space of the said complex in the proposed construction, including the subsequent purchasers of the flat/s as well as parking space/s in the proposed construction not alienated or agreed to be alienated.
- 1.14. **Flat/Unit** shall mean the Flat and/or other space or spaces under the proposed Multi-storied construction and/or the covered area capable of being occupied as the purpose specified within the meaning of Flat and to be constructed with such specification according plan sanctioned by the Burdwan Municipality and also are retained and/or not alienated and/or cannot agreed to be alienated at any point of time.
- 1.15. **Parking Space** shall mean the Parking Space or Car Parking Space and/or other space or spaces remained in the Ground Floor or in any other area under the proposed Multi-storied construction and/or the covered area capable of being occupied as the purpose specified within the meaning of Parking Space and to be constructed with such specification according plan sanctioned by the Burdwan Municipality and also are retained and/or not alienated and/or cannot agreed to be alienated at any point of time.

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- 1.16. **COMMON EXPENSES** shall include all expenses to be incurred by the co - owners for the maintenance, management and upkeep of the building over the schedule property for the common purposes.
- 1.17. **COMMON FACILITIES AND AMENITIES** shall mean the Corridors, Ways Stairways, Stair Passage Ways, Drive Ways, lift, Roof, Pump, Tube well, Overhead tank, Electric Meter Room Space, Septic Tank, Boundary Wall and other facilities which may be mutually agreed upon between the parties and required for the proper establishment, location, enjoyment, maintenance and/or management of the Building in common.
- 1.18. **COMMON PURPOSES** shall mean the purpose of managing and maintaining the proposed construction over the "A" schedule property and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the co - owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the proportions in common.
- 1.19. **SUPER BUILT-UP AREA** shall mean in context to a Flat/Unit/Parking space as the area of a flat or parking space computed by adding an agreed fixed percentage to be settled by the DEVELOPER over the built-up and/or the covered area of each Flat or parking space in accordance with the existing rules & regulations.

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- 1.20. **SALEABLE SPACE** shall mean to the DEVELOPER except the allocation in favour of OWNER, the space in the building which will be available for the independent use and occupation after providing and allocating space for common use, occupation & facility in accordance with building plan to be sanctioned by Burdwan Municipality.
- 1.21. **TRANSFER** with its grammatical meaning shall mean and include transfer by possession and by other means adopted for effecting what is understood as a transfer of saleable space in the Multi-storied building to the intending purchaser/s thereof and will include the meaning of the said terms as defined in the Income Tax Act and Transfer of Property Act or any Act time being in force.
- 1.22. **TRANSFeree** shall mean the person, Firm, Limited Company, Association, Body to whom any saleable space in the proposed construction to be transferred or proposed to be transferred.
- 1.23. **TRANSFEROR** within its & legal meaning shall mean the OWNER who can transfer his allotment of flat/unit/parking space by way of sale, gift, lease out or in any other nature which is legally permissible and the DEVELOPER who can transfer it's allotted portion of flat/unit/parking space after taking Power of Attorney from the OWNER and will include the meaning of the said terms as defined in the Transfer of Property Act or any Act time being in force.

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1.23 DEVELOPER'S ADVOCATE shall mean the Advocate appointed by the DEVELOPER, who has prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, subsequent transfer of the Flat/s, Parking space/s therein demised, devise and provide of the premises, its parts and parcels and the Building/s and the Flat/ Parking space therein, including this Development Agreement thereof.

1.24. MASCULINE GENDER Shall include the feminine and neuter gender and vice versa.

1.25 SINGULAR NUMBER Shall include the plural and vice versa.

ARTICLE -II
THE OWNER HAS REPRESENTED TO THE DEVELOPER AS
FOLLOWS:

- 1) That the OWNER is the absolute OWNER of the said property and lawfully entitled to the same and no dispute or proceedings is pending in respect thereof any part or portion thereof.
- 2) That there is no arrear of taxes and/or other levies of impositions of the said property due and payable to any statutory authority.
- 3) That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received by the OWNER in respect thereof.
- 4) That the said land is not a Debottor or Pirottor property or Vested to the State of West Bengal or any other authority.

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- 5) That no proceeding of Income 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.
- 6) That there is absolutely no impediment or bar in matter of this agreement/ understanding of the said property as contemplated in these present.
- 7) That the said property hereunder given for development does not in any way attract the mischief of the Urban Land (Ceiling and Regulation) Act. However, in case of necessity the Owners undertake to procure and produce proper permission or No-Objection from the competent authority under the said Act.
- 8) The OWNER shall supply all original documents in respect of the property to the DEVELOPER as and when required by the DEVELOPER and after fulfilling the purpose it will be returned to the OWNER.
- 9) The OWNER shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the proposed building.
- 10) It is within the knowledge of the Owner that the Developer will apply (if required) for project loan before any financial organization in connection to the multi-storied building to be constructed over the A Schedule property and the Owner will extend his cooperation to fulfil that purpose of the Developer and if required the Owner will

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put his signature over the necessary documents in relation to the said purpose of taking loan.

ARTICLE-III
THE DEVELOPER ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS:

- 1) The DEVELOPER has vast experience sufficient infrastructure & sufficient money and enough competence to complete the building as per terms of this agreement within the stipulated period.
- 2) The DEVELOPER after scrutiny is satisfied with regard to the Owner's title of the "A" Scheduled property according to the oral assurance and documentary representations made by the OWNER.
- 3) In case there will be any damage to the building or unforeseen situation happens to any workmen, labourers in course of construction, the DEVELOPER will personally liable for the same and shall not indemnify the OWNER from all costs, consequences and damages arising thereof.
- 4) The OWNER will not be liable for any act, deeds and things on the part of the DEVELOPER regarding construction & development of the property.
- 5) The DEVELOPER shall at his/their own costs and expenses apply, obtain and sanction all necessary plan, permission, certificates etc. from all appropriate authority or authorities as may be required for the purpose of completion of the building over the "A" schedule property.

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- 6) The DEVELOPER acting on behalf of the OWNER and shall from time to time submit all further Plans and/or applications and other documents and papers with the consent of the Architect and do all further acts, deeds and things as may be required or otherwise relevant for the purpose and, or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the building expeditiously and without delay.
- 7) The applications, plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the OWNER. All fees and other expenses related to the construction of the building shall be borne and paid by the Developer.
- 8) The OWNER shall be entitled to periodically supervise the progress of construction of the new Buildings over the "A" schedule property.
- 9) That the DEVELOPER has every right to modify or alter the building plan and also have right to submit supplementary Building Plan before the sanctioning authority and get the necessary permission for such modification or alteration over the remaining construction and if in any case any consent in writing or signature of the Owner is required for the said purpose, the Owner shall sign the same and also shall co-operate in all matters in respect of getting supplementary sanction of Building Plan.
- 10) The change of partners of the DEVELOPER Firm as well as change of shares of the existing partners of the DEVELOPER Firm will not change the ambit of this Development Agreement.

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ARTICLE - IV OCCUPANT

The OWNER shall deliver possession of the "A" schedule property and give permission to the DEVELOPER to complete the proposed construction work as per the sanction plan to be issued by the Burdwan Municipality on the date of execution of the present Agreement.

ARTICLE - V **COST OF CONSTRUCTION / COMPLETION**

- 1) The cost of construction of the building or whatsoever nature shall be borne by the DEVELOPER. Such costs shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permissions and approvals. The OWNER shall not be required to contribute any amount in that regard.
- 2) The DEVELOPER shall complete the said Multi-storied construction within 36 months from the date of obtaining sanction of building plan and this time to be extended for further time to be mutually agreed by the OWNER & DEVELOPER after completing the first 36 month for any unavoidable circumstances which will be prevented the DEVELOPER to continue the construction.

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ARTICLE - VI
POSSESSION AND PAYMENT

- 1) The OWNER shall deliver possession of the "A" schedule property and give permission for construction on the date of execution of the present agreement.
- 2) That the DEVELOPER shall be entitled to use, sale out, lease out the flats, parking space in respect of their allotment as per the power delivered in the Power of Attorney written herein after with the undivided proportionate and impartible share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common areas and facilities.
- 3) That the DEVELOPER shall be entitled to pay the taxes of the undivided proportionate and impartible share or interest in the said land so far it relates to their allocation.
- 4) The Flat as well as Parking space will not be considered as complete unless the DEVELOPER has given possession letter to this effect to the OWNER and thereafter the said building shall be deemed to be completed in all regards and on receipt such and the OWNER can use the flat in respect of his allocation.
- 5) The Multi-storied residential building will not be considered as complete unless the DEVELOPER has given Completion Certificate/Occupancy Certificate from the Burdwan Municipality and copy of the same handed over to the OWNER & each intending

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purchaser of each flat/unit/parking space and thereafter the said building shall be deemed to be completed in all regards.

ARTICLE -VII
DEVELOPER'S OBLIGATION

- 1) The DEVELOPER shall complete the building within such time frame as stated herein above/ herein after.
- 2) The DEVELOPER shall not make any deviation of sanctioned plan in the proposed construction of the said building over the "A" schedule property without consent of the OWNER as well as consent from the competent authority as stated herein above.
- 3) The DEVELOPER shall provide the specification as well as materials as mentioned in Schedule "B" written hereinafter and if the OWNER needs any additional facility & higher quality material, the difference money from the Developer's provided specification and Owner's specification will be solely paid by the owner in favour of the DEVELOPER.

ARTICLE-VIII
SPACE ALLOCATION

It is decided and settled by the Owner and Developer that, the owner will get entire first floor along with three parking space in the ground floor and the Developer will get rest area in the proposed Multi-storied building over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts, facilities, amenities with sufficient modern fittings & fixtures TOGETHER WITH





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right over the roof over the "A" schedule property and this allocation in favour of the OWNER will be adjusted after considering the payment so made by the Developer as per the time frame mentioned here in above, at the time of final settlement of account between the OWNER & DEVELOPER.

The OWNER and the DEVELOPER shall be entitled to deal with sale, transfer, grant lease and/or in any way dispose of their respective allotments and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.

ARTICLE - IX
DELIVERY OF POSSESSION

The DEVELOPER shall complete the said Multi-storied construction within 36 months from the date of obtaining sanction building plan and this time to be extended for further time to be mutually agreed by the OWNER & DEVELOPER after completing the first 36 month due to the reason of force majeure, civil commotion or for any Act of God, which will be prevented the DEVELOPER to continue the construction.

ARTICLE - X
ARCHITECTS/ENGINEERS ETC.

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- 1) That for the purpose of the development & construction work over the "A" schedule property, the DEVELOPER shall alone responsible to appoint Architect and the certificate given by the Architect



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regarding the materials to be used for construction, erection and completion of the building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties.

- 2) The decision of the Architect regarding the quality of the materials and also the specifications of the purpose of construction will be final, conclusive and binding on all the parties.
- 3) The DEVELOPER shall be solely liable for ensuring safety and strength of the structural, masonry, fittings & fixtures used in the construction of the building and the consequences of any deviation /breach/ default in complying with any statutory/ engineering requirements shall be to their account and they shall keep the Owner wholly indemnified against any claims/demands on this account.

ARTICLE-XI **INDEMNITY**

- 1) The DEVELOPER shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction and in that case the OWNER shall not incur any liability in respect thereof. The DEVELOPER shall indemnify the OWNER against all losses liabilities, costs or claims, actions or proceedings if any arising.
- 2) The DEVELOPER before to execute this Development Agreement have inspected and scrutinize all the relating documents regarding the "A" Schedule property and having satisfied that the OWNER

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have good transferable title over the property and free from all encumbrances agreed to executed this Development Agreement irrespective of that if any proceeding be started before any statutory authority by questioning the title of the OWNER and in that case the OWNER indemnifies the DEVELOPER that they will take part, co-operate to dissolve such dispute.

- 3) The Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of this Deed and/or any other documents relating to Developer's Allocation shall be entirely borne by the DEVELOPER or its nominee or nominees.
- 4) The present agreement will be in force till the time framed mentioned above and during pendency of the project if any party dies, his/her/their legal heirs/ successors/administrators will be bound to obey the terms & conditions of the present agreement and will be bound to execute supplementary agreement (if required) with the other party.
- 5) The OWNER agrees and undertakes not to cause any interference or hindrance in the work of construction of the building over the "A" Schedule property and shall vacate the possession free from all sorts of encumbrances.
- 6) The OWNER will personally bear all costs relating to the ownership of his property and if any dispute arises by challenging the title of OWNER at that time the OWNER will bear all costs of the suit/case/proceeding. If the OWNER fails to conduct the said suit/case/proceeding at that time the DEVELOPER will conduct the

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same and the costs of the suit/case will be deducted from the share of the Owner.

ARTICLE-XII
MAINTENANCE

- 1) The DEVELOPER shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property from the date of handing over possession by the OWNER till the Owner's allocation is handed over after completing the building in all respect.
- 2) The OWNER and the DEVELOPER from the date of delivery of possession of the Owner's Allocation, maintain their portion at their own costs in good repair and habitable condition and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the other users of such common areas.
- 3) That after the said building is completed and the Owner's Allocation is delivered, the DEVELOPER will take initiative to form an Association with the OWNER and other occupants of the various Flats as well as parking spaces and form an Association and make such Rules and Regulations as the DEVELOPER and other owners shall think fit and proper for the maintenance of the said building and the OWNER shall be liable to make payment proportionate share of the maintenance charges payable in respect thereof.

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- 4) That until such Association is formed the DEVELOPER shall continue to remain responsible for the maintenance and rendition of the common services subject to the OWNER making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof.

ARTICLE-XIII
OBLIGATIONS OF THE OWNER

- 1) The OWNER by entering this agreement grant or permit the DEVELOPER for development & construction of the building as per sanctioned plan and to make & sign all necessary applications & papers before any competent authority relating to construction work and, permission for water supply, electricity supply, laying down drainage and for other amenities before the competent authority and other statutory authorities and to appoint Architects, Contractors, Structural Engineers, Surveyors, Advocate, Agent or any other professionals as may be required for proposed construction of the building and if required to enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary.
- 2) The OWNER shall sign and execute necessary applications, papers, and documents and do all acts, deeds and things as may be required in order to provide legal authority to the DEVELOPER or its nominee in respect of the subsequent transfer of Developer's Allocation over the

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“A” Schedule property and for completing the construction work of the proposed building.

- 3) The OWNER and also the DEVELOPER will be at liberty to negotiate for sale of the proposed Flat as well as parking space at the best price available in respect of their respective allotment and to enter into an agreement for sale with the intending purchaser/s in the prescribed form and to execute the sale deed in favour of the prospective purchasers and to receive consideration amount 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 and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.
- 4) That the OWNER shall sign all papers and execute necessary documents for the purpose of completion of the proposed project.
- 5) The OWNER shall execute Supplementary Agreement with the DEVELOPER for any further amendments, alterations or modifications, which are not possible to be stated at present.
- 6) The OWNER hereby agree and undertake not to let out, grant lease, with possession, mortgage and/or charge the said property or any part thereof at any time hereafter during the continuance of this agreement without the written consent of the DEVELOPER.
- 7) The OWNER hereby further agree and undertake not do any act, deed, thing whereby the DEVELOPER may be prevented from constructing the proposed building and complete the same.

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- 8) The OWNER hereby further agree and undertake not to cause any interference or hindrance in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances and if the OWNER commit any breach, the OWNER shall be bound to pay compensation & interest as per banking rate for such work.

ARTICLE - XIV
BREACH AND CONSEQUENCE

- 1) That all disputes in question in connection with this Development Agreement or interpretation of any provision hereof or otherwise, the same shall be referred to arbitration of one sole Arbitrator appointed by any aggrieved party and whereas the decision of the Arbitrator will be final and binding upon both the parties therein and the arbitration shall be governed by the Arbitration and Conciliation Act time being in force and no dispute will be referred to any Court of law without referring the said dispute to Arbitration.
- 2) If the DEVELOPER fails to carry-on the proposed work within the stipulated period, due to the reason of force majeure, civil commotion or for any Act of God, the duration of this agreement may be extended with the mutual consent of the parties of this agreement and in that case the DEVELOPER cannot be liable for such delay.
- 3) If the DEVELOPER is unwilling/unable to implement the construction project as per this agreement and willing to terminate this agreement, the DEVELOPER have to send written notice to the OWNER prior to

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(Signature)
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three months before the termination and in such situation the OWNER have every liberty to engage any other agency for completion of the project after executing Deed for cancelation of this agreement. The DEVELOPER shall also be liable to compensate the OWNER if any loss that may result to the OWNER on account of such abandonment of the project work by the DEVELOPER.

ARTICLE-XV
JURISDICTION

All actions, suits and proceedings arising out of this Agreement shall be adjudicated within the area of the District Purba Bardhaman only.

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME that we

1) **MR ATANU GHOSH**, S/o Late Amal Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation Service, resident of Purbachal, P.O. Sripally, Town & P.S. Burdwan, Dist Purba Bardhaman, PIN-713103, **PAN: AHNPG0015H**

2) **MR AGNIMITRA GHOSH**, S/o Late Amal Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation Service, resident of 184, Bansdroni Place, P.O. & P.S. Banshdroni, Dist South 24-Parganas, PIN-700070, **PAN: ADMPG3989R**

Referred to hereinafter as the **OWNER/ EXECUTANTS**.

SEND GREETINGS:-



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WHEREAS the property described in the "A" Schedule below was originally owned and possessed by Sitangshu Bhusan Roy, and during his ownership and possession he transferred the A Schedule property in favour of Gagan Chandra Dhar by virtue of a deed of sale, registered in the office of District Sub-Registrar, Burdwan being Deed No 7774 for the year 1965 and in this way said Gagan Chandra Dhar exclusively got A schedule property and possessed the same without any connection or concern to others.

AND WHEREAS after the demise of said Gagan Chandra Dhar, the A Schedule property devolved upon his two sons Ganendra Chandra Basu Dhar & Manujendra Dhar and they jointly became the owner & possessor in respect of A Schedule property. Thereafter during their ownership and possession they transferred the A Schedule property in favour of Sita Ghosh by virtue of a deed of sale, registered in the office of District Sub-Registrar, Burdwan being Deed No 4787 for the year 1974 and in this way said Sita Ghosh exclusively got A schedule property and possessed the same without any connection or concern to others. Thereafter the name of said Sita Ghosh was recorded in the L.R.R.O.R. under Khatian no 359/1 in respect of sixteen anna share of L.R. Plot No 111/724.

AND WHEREAS said Sita Ghosh died on 01.04.2002 and she was issueless during her life time and therefore after the demise of Sita Ghosh the A Schedule property devolved upon her husband Akshay Kumar Ghosh. After the demise of Akshay Kumar Ghosh on 06.11.2005, the A Schedule property devolved upon his brother's son

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namely Atanu Ghosh & Agnimitra Ghosh, i.e, present **OWNER/ EXECUTANT** and in this way the **OWNER/ EXECUTANT** have accrued a good and absolute right, title, interest over the "A" schedule property by possessing the same adversely for more than twelve years without any connection and concern to others and the "A" schedule property is now free from all encumbrances, charges liens whatsoever.

AND WHEREAS the **OWNER/ EXECUTANT** is previously decided to build his own residential house but he has separate accommodation in different towns of West Bengal and for that reason now he is not willing to build his residential house over the "A" schedule property, but as the "A" schedule property is situated within residential area as a result there will be lucrative and prospective scope to convert the "A" schedule property into multi storied flats and sell the same to different intending purchasers.

AND WHEREAS we are unable to arrange all necessary matters on such development and constructional work and other paper works for the proposed construction over "A" schedule property and also subsequent transfer of flat/s as well as parking space/s to be constructed over the "A" schedule property.

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AND WHEREAS the **DEVELOPER Firm** is engaged in civil construction and development of immovable properties and being informed form, the closed sources approached to the **OWNER/**



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EXECUTANT through it's partners to carry on the project to build Multi-storied building project by providing fund from their own source.

AND WHEREAS the DEVELOPER is agreed to take up the project and to complete the same by providing their own fund with certain condition, single as well as joint liability written herein above in the Development Agreement that the DEVELOPER would start the project and complete the same of Multi-storied building as per the sanction plan from the competent authority and provide allotment as well as consideration amount to the **OWNER/ EXECUTANT** embodied in this deed and it is further agreed that the DEVELOPER would also bear their joint liabilities with the other flat owners in respect of the common portion/space left as per the sanction plan as written herein above.

AND WHEREAS to discharge their liability and to fulfil legal obligation as written in the Development Agreement, the DEVELOPER requires an appropriate Power OF Attorney for the authorization and smooth conduction of development work and also subsequent sale of the flat & car parking space to the intending purchasers without any hindrance from any corner whatsoever.

NOW KNOW BY THESE PRESENTS that we, **OWNER/ EXECUTANT** do hereby nominate and constitute and appoint the DEVELOPER FIRM mentioned here in above, i.e, **RK REALTECH**, a

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Partnership Firm having its registered office at Ullhas, P.O. Joteram, P.S. Burdwan, Dist. Purba Bardhaman – 713104, **PAN: ABGFR9479P**, represented by its partners, namely:

1. **MR. ABHISEK GHOSH**, S/o Rup Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation business, resident of Ullhas, P.O. Joteram, P.S. Burdwan, Dist. Purba Bardhaman – 713104, **PAN: AKSPG4791N**
2. **MR. ABHIJIT GHOSH**, S/o Rup Kumar Ghosh, by caste Hindu, by Nationality Indian, by Occupation business, resident of Ullhas, P.O. Joteram, P.S. Burdwan, Dist. Purba Bardhaman – 713104, **PAN: AYSPG5041P**

as our true and lawful attorney for our name and on behalf of us for the purpose hereinafter expressed i.e., to say, to do, exercise, execute and perform all or any of the acts, deeds, and things in connection with the “A” schedule property written herein after in our name and for on our behalf in such form as may require and present the documents with appropriate statutory, administrative or other authorities wherever necessary as written hereinafter specifically.

AND WHEREAS it has been in the terms of the said Development AGREEMENT that the Owner/ Executants that we shall appoint the DEVELOPER firm as our attorney for the purpose herein after stated:

1. To enter into the “A” schedule property and continue possession over the said property and every part thereof and maintain, manage,

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develop, construct over the said property and every part thereof subject to the restriction, obligation of the clauses regarding continuance and validity of the Development Agreement as written here in above.

2. To sign, execute & submit all plans, documents, applications, petitions, papers, affidavit, undertaking, NOC, declarations as may required from time to time for sanctioning of plan over the "A" schedule property from the office of Burdwan Municipality or any other competent authority time being in force and also file, submit such modification, alteration of sanction plan as may be required time to time.
3. To appear and represent us and if necessary sign on behalf of us before the competent authorities including Court, any Tribunal, Forum, office of Burdwan Municipality, Directorate of Fire Brigade, office of Superintendent of Police, office of District Magistrate & Collector, Airport Authority of India, Revenue Office, Block Land & Land Reforms Office, Sub-Divisional Land & Land Reforms Office, District Land & Land Reforms Office, Registry Office or any other competent Government, Semi-Government, Private authority for the purpose of approval sanctioning plan with such alteration & modification and complete construction as per the sanction plan over the "A" schedule property.

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4. To pay fees, taxes, charges to obtain necessary order, permission, NOC from the competent authorities and from the authorities stated above to effectuate and expedient the sanction plan with such modification and alteration to compete the construction over the "A" schedule property.
5. To appoint Engineers, Architects, Contractors, Sub-Contractors, Agents and competent, skill persons to effectuate & fulfil the purpose stated above as our attorney think fit and proper.
6. To construct and develop the "A" schedule property with such specification, modification, alteration as per the sanction plan to be approved by the Burdwan Municipality and comply the guidelines and requirements of Directorate of Fire Brigade or from any other competent authority and to fulfil the said purpose our attorney made necessary arrangement over the said property.
7. To apply for by signing, executing application on our behalf and obtain necessary connection of electricity, liquid petroleum gas, drainage, sewerage, water or any other connection to provide any other utility or facility in the proposed multi-storied residential complex over "A" schedule property and to get the same our attorney will bear all costs, charges, fees for the said connection and make such modification, alteration over "A" schedule property.
8. To pay all municipal taxes, charges, rates and also bear the expenses of construction of multi-storied residential complex over

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"A" schedule property including the expenses of all facilities & amenities of the said complex whatsoever payable on account of the said construction or any part thereof and similarly in addition our attorney will accept, realize all incoming receivable in respect of the said construction including the consideration amount, saleable price of flat as well as parking space, rents, licensee fee from the intending purchasers, occupants thereof except the allocation made in favour OF OWNER mentioned specifically in the Development Agreement as written here in above.

9. To make proper application before the competent authority to get commencement certificate, completion certificate for the proposed construction over the "A" schedule property and for that purpose to sign proper application and deposit required fees and do all other acts & things necessary and incidental for that purpose.
10. That our attorney will also do/supervise all the necessary work for the maintenance of "A" schedule property and forthcoming construction and deposit any maintenance charges, taxes, rents, fees etc if required for the "A" scheduled property before any Government/ Non-Government offices on our behalf.
11. To enter into any agreement or execute Agreement for Sale, Lease Agreement, Memorandum of Understanding, Tripartite Agreement by putting signature on our behalf with the intending purchaser/s of flat/s as well parking space/s to be constructed over "A" schedule

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property in respect of the Developer's Allocation mentioned herein above and our attorney also authorize to fix up rates, prices for the said flat/s as well parking space/s as per their decision and profitability and we the owner / executants has no connection, decision or role in respect of the said rates, prices for the said flat/s as well parking space/s.

12. To accept, acknowledge, realize consideration amount, earnest money, lease rent from the intending purchaser/s of flat/s as well parking space/s to be constructed over "A" schedule property in respect of the Developer's Allocation mentioned herein above. It is pertinent mentioned here that we the Owner/ Executants will not be responsible for any kind of transfer, transaction in respect of Developer's allocation to be made by the Developer's Firm with any intending purchaser and the same cannot be demanded from us.
13. To sign and execute on our behalf over the Deed of Sale/Conveyance or Agreement for Sale/ Deed of Lease in favour of the intending purchaser/s of flat/s as well as parking space/s to be constructed over "A" schedule property in respect of the Developer's Allocation mentioned herein above.
14. To induct any lessee in the flat/s as well parking space/s to be constructed over "A" schedule property in respect of the Developer's Allocation mentioned herein above by settling and

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agreeing to the terms and conditions of tenancy in writing and to realize rents from the tenants by issuing due receipt thereof.

15. To look after and supervise day to day procedure to sell out/ agreement for sale/ lease out of the flat/s as well parking space/s to be constructed over "A" schedule property.
16. To continue communication with the intending purchaser/s of flat/s as well parking space/s to be constructed over "A" schedule property for fixing the date of final payment and also registration of said Deed of Sale/Conveyance/agreement for sale/ Deed of lease.
17. To appear before the registration authority for purpose of presentation, execution and registration of the said Deed of Sale/Conveyance/agreement for sale/ Deed of lease in respect of the Developer's Allocation mentioned herein above.
18. To appear before any Government or private authority before the registration of the said Deed of Sale/Conveyance/agreement for sale/ Deed of lease or after and deliver the possession to the intending purchaser/s of flat/s as well parking space/s to be constructed over "A" schedule property.
19. To apply for, appear and obtain necessary clearance, permission or NOC from the concern authorities in connection to the registration of the said Deed of Sale/Conveyance/agreement for sale/ Deed of lease, and also delivering possession to the intending purchaser/s

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of flat/s as well parking space/s to be constructed over "A" schedule property.

20. To sign all papers, documents, applications, petitions, complains, plaints, written statement, memo of appeal, revision applications, and writ petitions and file the same by appearing before any competent Court of Law or Tribunal or authority relating to any Suit, Appeal, Writ, Revision, Miscellaneous Case, Case, Complaint etc. in respect of the "A" schedule property.
21. To compromise in any legal proceedings, suit, appeal, complaint arisen out of "A" schedule property by filing compromise petition and swearing affidavit on behalf of us.
22. To evict any tenant from the flat/s as well parking space/s to be constructed over "A" schedule property through the process of law by instituting legal proceeding before the competent Court of Law and/or Tribunal.
23. To swear affidavit/s in relation to any legal proceeding and adduce evidence on our behalf in any legal proceedings in respect of the scheduled property.
24. That my attorney will present in the meeting with the other local property owners whenever called for before any Government office/s or private place/s and will take any decision on our behalf

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and also authorize to put signature on our behalf over the meeting book.

25. To deposit money, court fees, legal fees, any duty before any competent Court of Law or tribunal in relation of any legal proceeding arisen out of "A" scheduled property.
26. To return and receive any excess fee, amount, charges, taxes, if any paid before any competent Court of Law or from any Government offices by putting their signature on our behalf.
27. To appoint Advocates, Solicitors for initiating any proceeding before any competent Court of Law or Tribunal or any authority by signing Vokatnama/s on our behalf and also provide necessary instruction in connection with the drafting of the said applications, petitions, complains, plaints, written statement, memo of appeal, revision applications, writ petitions and also Deed of Sale/Conveyance/Agreement for sale/ Deed of lease in respect of the flat/s as well parking space/s to be constructed over "A" schedule property and if required our attorney and also pay their remuneration.
28. To deposit the documents relating to the "A" scheduled property in original for the proper legal verification of the said property before any financial organization for sanctioning loan or mortgage on our behalf.

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29. The DEVELOPER firm will be authorize and will be permitted to take all necessary steps to advertise by making proper marketing policy in connection to Multi-storied construction to be constructed over the "A" scheduled property and to do the same our attorney will be permitted to affix sign board, hoarding over the "A" scheduled property or any other places and also advertise the forthcoming projects in the newspaper, magazines or can avail electronic media for proper advertisement.
30. The DEVELOPER firm will be authorize to fix any name of the complex to be constructed over the "A" scheduled property and use that name in the advertisement and also over the Deed of Sale/Conveyance/agreement for sale/ Deed of lease at the time of any kind of transfer.
31. To do all necessary things and acts in connection with and/or incidental to the above stated matters which our attorney deems fit and necessary to execute the aforesaid purposes.
32. To do all the necessary things and acts in connection with the above stated matters which my attorney deems fit and necessary to effectuate the aforesaid purposes.
33. To apply for project loan before any financial organization to complete the multi-storied building project over the A Schedule property.

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34. This Power of Attorney bestows certain duties and vests certain statutory power upon the DEVELOPER firm which will be required for the Development and subsequent transfer of flat/s as well as parking space/s in respect of Developer's allocation to be constructed over "A" scheduled property and the duty & power of the DEVELOPER firm will be limited within the clauses, terms & conditions of Development Agreement.
35. Not to do any work detrimental to the interest of us and not to violate the clauses, terms & conditions of Development Agreement.
36. The change of partners of the Developer Firm as well as change of shares of the existing partners of the Developer Firm will not change the ambit of this Power of Attorney.

VALIDITY OF POWER OF ATTORNEY

The powers given by this Power of Attorney shall be workable and valid still the subsistence and continuance of Development Agreement and still the entire development work and subsequent transfer of flat/s as well as parking space/s in respect of Developer's allocation to be constructed over "A" scheduled property and still the completion of all kind of financial transaction involve thereby.

A handwritten signature in black ink, appearing to read 'Am Adh'.



[Signature]
Additional District Sub-Registrar
BURDWAN

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THE "A" SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land under PS. Burdwan & Dist. Purba Bardhaman, Mouza Kanainatshal, J.L. No. 76, R.S. Khatian No 76, R.S. Plot No 111, L.R. Khatian No. 359/1, L.R. Plot no 111/724, area 10 Decimal, Classification Bhati, under ward no 12 of Burdwan Municipality. For the free egress & ingress there is 16 wide unnamed municipal road towards the southern side of the schedule property.

Butted & bounded by:

ON THE NORTH : Building of Goutam Roy

ON THE SOUTH: Municipal Road

ON THE EAST: Owner's Land

ON THE WEST: Building of Sadhana Sarkar

THE "B" SCHEDULE ABOVE REFERRED TO

THE SPECIFICATION OF CONSTRUCTION OF THE FLAT

1. Structure : R.C.C. Foundation
2. Caress Walls and Partition Walls : Out side wall 8" and Flat to Flat. inside partition wall 5".
3. External Boundary : Boundary wall will cover with one Gate
4. Interior Wall : Plaster of Paris/Putty

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5. Stair : Marble finishing
6. Flooring : Tiles Finishing
7. Kitchen : Black Stone cooking slab, 2ft height Glaze Tiles above Black Stone with one Sink (Steel).
8. Toilet fittings & fixtures : Tiles flooring, Glazed Tiles upto 5", 2 taps including one for Geyser with one electrical point for the installation of Geyser.
9. Plumbing : Inside water line- one shower point & three tap point including one for the geyser, one separate tap point for basin, one tap for sink in the kitchen and one tap point in the bathroom.
10. Sanitary : One pan or commode in the toilet.
11. Balcony : Tiles finishing.
12. Doors : Toilet doors will PVC door and rest doors will be flush doors.
- Steel and M.S. Grill works and Glazing : All Windows will be steel framed glazed windows with necessary hard frame fittings. The grill works for the windows will be completely with the steel windows or separately fixed.

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**Additional District Sub-Registrar
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13. Windows : Aluminium channel glass-fitting window
14. Painting : The external wall surfaces will be finished with weather coat or Wall Guard. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary priming coat.
16. Electrical Works : All the electrical lines will be concealed with copper wires with PVC conduct. Each Flat/unit will have the following electrical points:
- Bed Room : Two light points, one plug point, one fan point, one AC point in one bed room.
- Living room cum Dining room : Two light points, one plug point, one fan point, one separate TV point.
- Kitchen : One light point, one plug point, one separate point for refrigerator.
- Balcony : One light point, one plug point.
- Toilet : One light point, one separate point for Geyser.
18. Water supply & Drainage : P.V.C. Pipe

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THE "C" SCHEDULE ABOVE REFERRED TO

The developer paid Rs 2,00,000/- (Two Lacs Only) through Cheque No 301764 & 301765 of Punjab National Bank, Burdwan Branch on the date of this agreement.

The DEVELOPER will pay in favour of the Owner:

1. **Rs. 3,00,000/- (Three Lacs Only)** within one month from date of getting sanction plan.
2. **Rs. 5,00,000/- (Five Lacs Only)** within six month from date of getting sanction plan.
3. **Rs. 5,00,000/- (Five Lacs Only)** within one year from date of getting sanction plan.

In the aforesaid manner the DEVELOPER will pay **Rs 15,00,000/- (Fifteen Lacs Only)** in total in favour of the OWNER.

Atanu Ghosh
Aganimita Ghosh

Signature of the OWNER

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13/06/20





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**Additional District Sub-Registrar
BURDWAN**

04 DEC 2023

IN WITNESS WHEREOF both the parties do hereby set and subscribe their respective fingerprints, signed, sealed and delivered on this day month and year first above written.

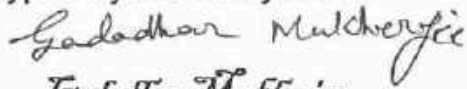
Signature of witness:

- 1) 
Sh. late - Shankar Kumar
Vill + P.O. Tandin
Raina.
Purba Burdwan - 713424
- 2) 
S/o Mr. Dmabon Chakraborty
Srae Pany. Burdwan





Drafted by me as per the documents supplied by both the parties before me & as per the instruction of both the parties and computerized typed by me in my office

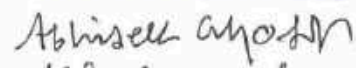


Gadadhar Mukherjee

Advocate

Dist. Judge's Court, Burdwan
Enrolment No. F/1172/1219 of 2014

Signature of the OWNER

RK REALTECH

Partner

Signature of the DEVELOPER



RK REALTECH

Partner

Additional District Sub-Registrar
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Atanu Ghosh ✓



Agnimitra Ghosh ✓



Anishek Ghosh

Anishek Ghosh



Anishek Ghosh



Abhijit Ghosh



Abhijit Ghosh



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BURDWAN

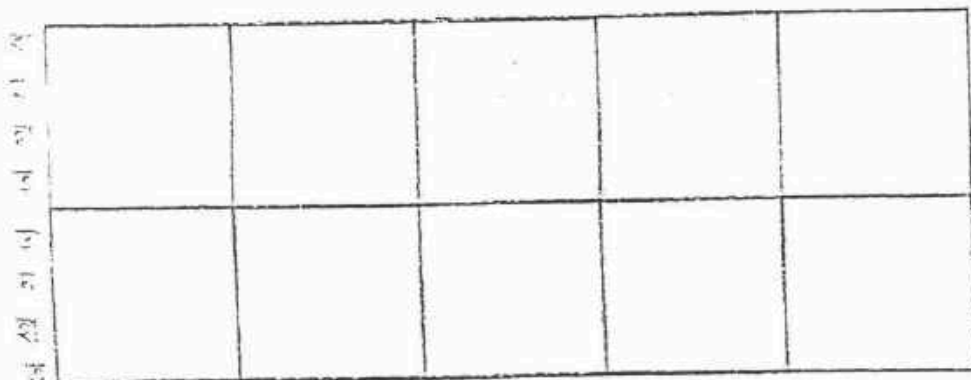
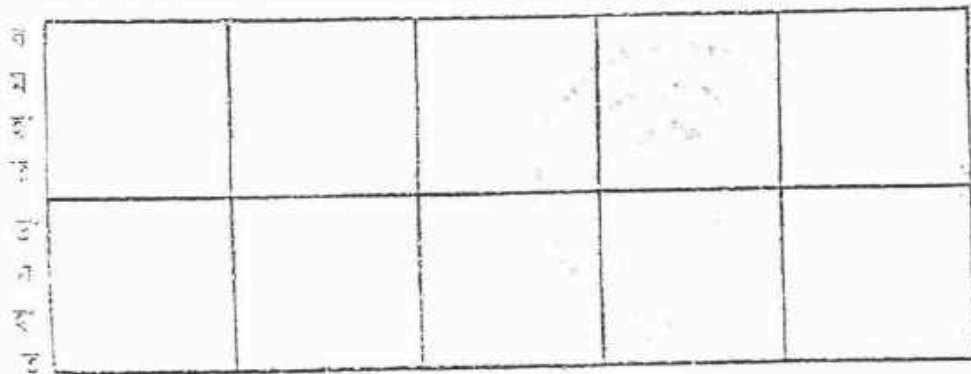
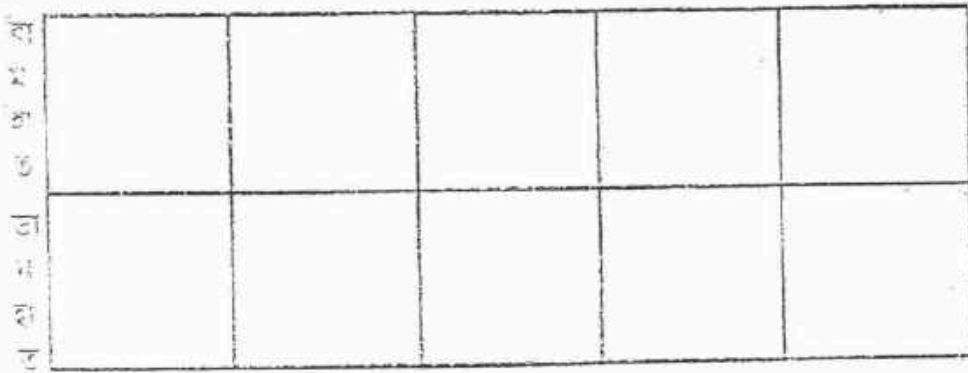
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Shyam Prasad Kumar

Shyam Prasad Kumar





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**Additional District Sub-Registrar
BURDWAN**

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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ABGFR9479P



नाम / Name
RK REALTECH

निगमन/गठन की तारीख
Date of Incorporation/Formation
14/04/2023

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इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:
आयकर सेव सेवा इकाई, प्रोटेजान ईगव टेक्नोलॉजीज लिमिटेड
(पूर्व में एनएसडीएल ई-गवर्नंस इन्फ्रास्ट्रक्चर लिमिटेड)
सोनी मॉडल, सफायर चेंबर,
बानेर रोड, बानेर,
पुणे - 411045



*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, Protean eGov Technologies Limited
(formerly NSDL e-Governance Infrastructure Limited)
4th Floor, Sapphire Chambers,
Baner Road, Baner,
Pune - 411045
Tel: 91-20-2721-8080, e-mail: tininfo@proteantech.in

RK REALTECH

Abhishek Anandh
Abhijit Anandh

Partner

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ABHIJIT GHOSH

RUP KUMAR GHOSH

06/02/1992

Permanent Account Number

AYSPG5041P

Abhijit Ghosh
Signature



12012012

Abhijit Ghosh



भारत सरकार
Government of India



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



Issue Date: 23/10/2016

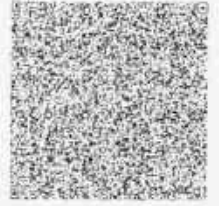


Abhijit Ghosh
DOB: 06/02/1992
Male



Print Date: 26/09/2021

Address: S/D, Rup Kumar Ghosh, ULHAS-
TA0704, 3RD AVENUE 7TH STREET,
JOTERAM, Bamchandaipur, Bardhaman,
West Bengal, 713101



4201 2285 5214

मेरा आधार, मेरी पहचान

4201 2285 5214



1947



help@uidai.gov.in



www.uidai.gov.in

Abhijit Ghosh



भारत सरकार
Government of India



Abhishek Ghosh
DOB : 15/10/1987
Male



सर्व जीव जन्तु



आधार पहचान का प्रमाण है, जगतीकता का नहीं।
Aadhaar is a proof of identity, not of citizenship.

7267 4330 9610

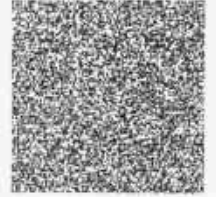
मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



Address: S/O RUP KUMAR
GHOSH, ULHAS,
BAMCHANDAIPUR, Joteram,
Barddhaman, West Bengal, 713104



Print Date: 18/01/2021

7267 4330 9610



1947



help@uidai.gov.in



www.uidai.gov.in

Abhishek Ghosh

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ABHISEK GHOSH

RUP KUMAR GHOSH

15/10/1987

Permanent Account Number

AKSPG4791N

Abhisek Ghosh

Signature



07112005

इस कार्ड के खोने/पाने पर कृपया सूचित करें/नोटए:
आयकर पैन सेवा इकाई, एन एस डी एल
शीशी मजिल, 'ए' विंग, ट्रेड वर्ल्ड, कमला मिल्स कम्पाउंड,
एस. बी. मार्ग, लोअर पारेल, मुम्बई - 400 013.

*If this card is lost / someone's lost card is found
please inform / return to :*

Income Tax PAN Services Unit, NSDL
4th Floor, 'A' Wing, Trade World,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,
email: tininfo@nsdl.co.in

Abhisek Ghosh

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी खाता संख्या कार्ड
Permanent Account Number Card

ADMPG3989R

नाम / Name
AGNIMITRA GHOSH

पिता का नाम / Father's Name
AMAL KUMAR GHOSH

जन्म की तारीख / Date of Birth
24/08/1962

सहस्रनामा / Signature



In case this card is lost / found, kindly inform / return to :

Income Tax PAN Services Unit, I/T/HSI
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यदि कार्ड खोया/प्राप्त हुआ, कृपया सूचित करें/वापस करें :

आयकर पैन सेवा यूनिट, I/T/HSI
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई - 400 614.

Agnimitra Ghosh

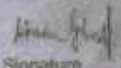
आयकर विभाग
INCOME TAX DEPARTMENT




भारत सरकार
GOVT. OF INDIA

ATANU GHOSH
AMAL KUMAR GHOSH

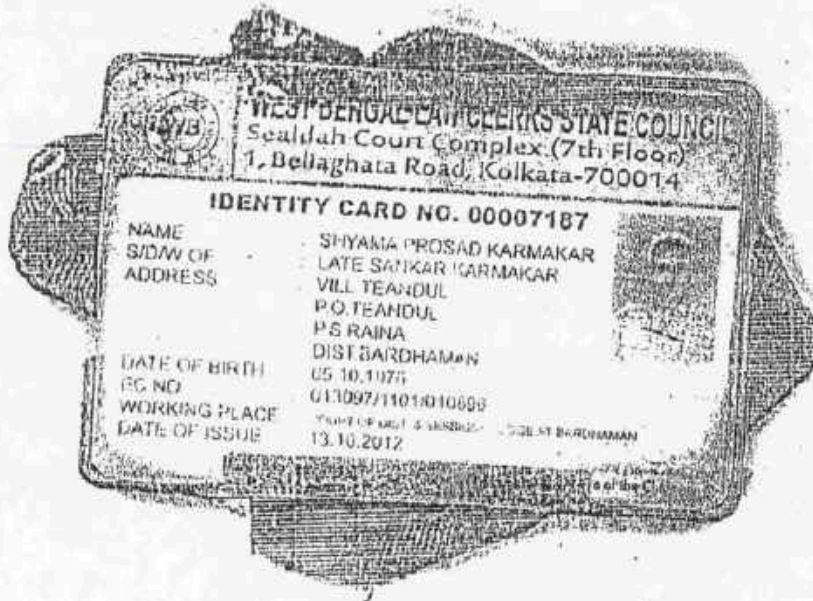
22/01/1958
Permanent Account Number

AHNPG0015H


Signature

Atanu Ghosh



Shyama Prasad Karmakar

Major Information of the Deed



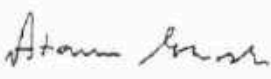
Deed No :	I-0203-00824/2024	Date of Registration	08/02/2024
Query No / Year	0203-2002968060/2023	Office where deed is registered	
Query Date	04/12/2023 9:23:59 AM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	Gadadhar Mukherjee BARANILPUR, SHAKTIPARA, Thana : Bardhaman , District : Purba Bardhaman, WEST BENGAL, PIN - 713103, Mobile No. : 9883041395, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 10,00,000/-	Rs. 65,45,457/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,051/- (Article:48(g))	Rs. 15,014/- (Article:E, B)		
Remarks			

Land Details :




District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W12, Mouza: Kanainatshal, JI No: 76, Pin Code : 713103

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-111/724 (RS :-)	LR-359/1	Bastu	Bhiti	10 Dec	10,00,000/-	65,45,457/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
Grand Total :					10Dec	10,00,000 /-	65,45,457 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ATANU GHOSH (Presentant) Son of Late AMAL KUMAR GHOSH Executed by: Self, Date of Execution: 04/12/2023 , Admitted by: Self, Date of Admission: 04/12/2023 ,Place : Office	 <small>04/12/2023</small>	 Captured <small>LTI 04/12/2023</small>	 <small>04/12/2023</small>










PURBACHAL, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman
 , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu,
 Occupation: Business, Citizen of: India, PAN No.:: AHxxxxxx5H,Aadhaar No Not Provided by UIDAI,
 Status :Individual, Executed by: Self, Date of Execution: 04/12/2023
 , Admitted by: Self, Date of Admission: 04/12/2023 ,Place : Office



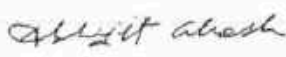
2	Name	Photo	Finger Print	Signature
	Mr AGNIMITRA GHOSH Son of Late AMAL KUMAR GHOSH Executed by: Self, Date of Execution: 04/12/2023 , Admitted by: Self, Date of Admission: 04/12/2023 ,Place : Office	 04/12/2023	 LTI 04/12/2023	 04/12/2023
184, BANSHDRONI PLACE, City:- , P.O:- BANSHDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ADxxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/12/2023 , Admitted by: Self, Date of Admission: 04/12/2023 ,Place : Office				

Developer Details :



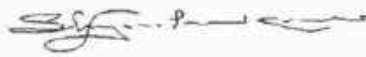
SI No	Name,Address,Photo,Finger print and Signature
1	RK REALTECH ULLHAS, City:- Burdwan, P.O:- JOTERAM, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713104 , PAN No.:: ABxxxxxx9P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr ABHISEK GHOSH Son of Mr RUP KUMAR GHOSH Date of Execution - 04/12/2023 , , Admitted by: Self, Date of Admission: 04/12/2023, Place of Admission of Execution: Office </td> <td>  Dec 4 2023 2:40PM </td> <td>  LTI 04/12/2023 </td> <td>  04/12/2023 </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr ABHISEK GHOSH Son of Mr RUP KUMAR GHOSH Date of Execution - 04/12/2023 , , Admitted by: Self, Date of Admission: 04/12/2023, Place of Admission of Execution: Office	 Dec 4 2023 2:40PM	 LTI 04/12/2023	 04/12/2023
Name	Photo	Finger Print	Signature						
Mr ABHISEK GHOSH Son of Mr RUP KUMAR GHOSH Date of Execution - 04/12/2023 , , Admitted by: Self, Date of Admission: 04/12/2023, Place of Admission of Execution: Office	 Dec 4 2023 2:40PM	 LTI 04/12/2023	 04/12/2023						
ULLHAS, City:- Burdwan, P.O:- JOTERAM, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx1N,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : RK REALTECH (as PARTNER)									

2	Name	Photo	Finger Print	Signature
	Mr ABHIJIT GHOSH Son of Mr RUP KUMAR GHOSH Date of Execution - 04/12/2023, , Admitted by: Self, Date of Admission: 04/12/2023, Place of Admission of Execution: Office		 Captured LTI 04/12/2023	 04/12/2023
ULLHAS, City:- Burdwan, P.O:- JOTERAM, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AYxxxxxx1P,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : RK REALTECH (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SHYAMA PRASAD KARMAKAR Son of Late SANKAR KARMAKAR TEANDUL, Village:- RAINA, P.O:- RAINA, P.S:-Raina, District:-Purba Bardhaman, West Bengal, India, PIN:- 713424		 Captured	
	04/12/2023	04/12/2023	04/12/2023
Identifier Of Mr ATANU GHOSH, Mr AGNIMITRA GHOSH, Mr ABHISEK GHOSH, Mr ABHIJIT GHOSH			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ATANU GHOSH	RK REALTECH-5 Dec
2	Mr AGNIMITRA GHOSH	RK REALTECH-5 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W12, Mouza: Kanainatshal, JI No: 76, Pin Code : 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 111/724, LR Khatian No:- 359/1	Owner:সীতা ঘোষ, Gurdian:অক্ষয় , Address:সিঁড়ি , Classification:ডিটি, Area:0.10000000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 020300824 / 2024

On 04-12-2023

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

Presented for registration at 14:00 hrs on 04-12-2023, at the Office of the A.D.S.R. Bardhaman by Mr ATANU GHOSH , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 65,45,457/-

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

Execution is admitted on 04/12/2023 by 1. Mr ATANU GHOSH, Son of Late AMAL KUMAR GHOSH, PURBACHAL, P.O: SRIPALLY, Thana: Bardhaman , , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business, 2. Mr AGNIMITRA GHOSH, Son of Late AMAL KUMAR GHOSH, 184, BANSHDRONI PLACE, P.O: BANSHDRONI, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Service

Indetified by Mr SHYAMA PRASAD KARMAKAR, , , Son of Late SANKAR KARMAKAR, TEANDUL, P.O: RAINA, Thana: Raina, , Purba Bardhaman, WEST BENGAL, India, PIN - 713424, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 04-12-2023 by Mr ABHISEK GHOSH, PARTNER, RK REALTECH (Partnership Firm), ULLHAS, City:- Burdwan, P.O:- JOTERAM, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713104

Indetified by Mr SHYAMA PRASAD KARMAKAR, , , Son of Late SANKAR KARMAKAR, TEANDUL, P.O: RAINA, Thana: Raina, , Purba Bardhaman, WEST BENGAL, India, PIN - 713424, by caste Hindu, by profession Law Clerk

Execution is admitted on 04-12-2023 by Mr ABHIJIT GHOSH, PARTNER, RK REALTECH (Partnership Firm), ULLHAS, City:- Burdwan, P.O:- JOTERAM, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713104

Indetified by Mr SHYAMA PRASAD KARMAKAR, , , Son of Late SANKAR KARMAKAR, TEANDUL, P.O: RAINA, Thana: Raina, , Purba Bardhaman, WEST BENGAL, India, PIN - 713424, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,014.00/- (B = Rs 15,000.00/- ,E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 15,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2023 9:54AM with Govt. Ref. No: 192023240305144898 on 04-12-2023, Amount Rs: 15,014/-, Bank: SBI EPay (SBlePay), Ref. No. 5571517786915 on 04-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,001/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,051/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3000, Amount: Rs.5,000.00/-, Date of Purchase: 30/11/2023, Vendor name: Krishna Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2023 9:54AM with Govt. Ref. No: 192023240305144898 on 04-12-2023, Amount Rs: 5,051/-, Bank: SBI EPay (SBlePay), Ref. No. 5571517786915 on 04-12-2023, Head of Account 0030-02-103-003-02



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

On 08-02-2024

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

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



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2024, Page from 22903 to 22965

being No 020300824 for the year 2024.



Sanjit

Digitally signed by SANJIT SARDAR
Date: 2024.02.15 11:49:13 +05:30
Reason: Digital Signing of Deed.

(Sanjit Sardar) 15/02/2024

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