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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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2.05/24
 13/01/24
 17/01/24

Janakshi Ranjan Sinha
 Hon'ble. General Secretary
 (H.A. Group) at

RAJLAXMI CONSTRUCTION
Narajit K. P. or Bhucant
 Partner

RAJLAXMI CONSTRUCTION
Jayanta Sinha
 Partner

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

JS

Additional District Sub-Registrar
BURDWAN
 18 JAN 2024

AGREEMENT FOR DEVELOPMENT AND POWER OF ATTORNEY

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND POWER OF ATTORNEY IS MADE ON THIS 17TH DAY OF JANUARY, TWO THOUSAND AND TWENTY FOUR (2024)

BETWEEN

Sl. No. 1004 Sale Date 17/01/24
Sold to Rajlaxmi Construction
of Burdwan
Value Rs. 5000 Rs.

This Stamp Paper Procured from Purba Bardhaman

Burdwan District Office Date on 11-01-24

Stamp Vendor - Gulam Mohabub

Purba Bardhaman A.C.S.O. Office, Purba Bardhaman

Licence No. 711916177 Gulam Mohabub



Additional District Sub-Registrar
BURDWAN

17 JAN 2024

Janaki Ranjan Sinha
Honry. General Secretary
BOLLA, Eastward

RAJLAXMI CONSTRUCTION
Narugopal Bhakat
Partner
RAJLAXMI CONSTRUCTION
Purnima Sinha
Partner

BURDWAN DISTRICT BUS ASSOCIATION (the Organization is an Association formed under Companies Act, 1956 continued to new amended act the Companies Act, 2013, CIN: U63090WB1954NPL021842) having its registered office at Court Compound, Bishram Bhaban, P.O. Burdwan, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101, PAN: AACCB3027B; being represented by its Secretary namely **MR. JANAKI RANJAN SINHA**, S/o Late Bhudhar Chandra Singha, by faith-Hindu, by profession - Business, resident of Purbasapally, Ward No. 8, Guskara, Post Office: Guskara, P.S. Aushgram, Dist. Purba Bardhaman, Pin - 713128; PAN: AMTPS1728E; hereinafter called and referred as the **OWNER** (which express or shall unless excluded its president(s), secretary(s), treasurer(s), members, officers, members, respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

And

"RAJLAXMI CONSTRUCTION", (a Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at 175, Jagatberh North, P.O. Sripally, P.S. Barddhaman, Dist. Purba Barddhaman, West Bengal, India, Pin - 713103; having PAN: AATFR7329C; being represented by its both Partners namely

- 1) **MR. NARUGOPAL BHAKAT**, S/o Late Chandi Shankar Bhakat, by faith-Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; PAN: ADGPB5297F; and ...
- 2) **MRS. PURNIMA BHAKAT**, W/o Mr. Narugopal Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; PAN: AUMPB9646D; hereinafter called the **DEVELOPER** (which express on shall unless excluded his/her/its/their and each of his/her/its/their

Janaki Ranjan Saha
Hons. General Secretary
11/11/11, 11/11/11

RAJAXMI CONSTRUCTION
Narayan Chandra Bhowmik
Partner

RAJAXMI CONSTRUCTION
Bhuvan Chandra
Partner

respective heirs, executors, administrators, legal representative and assigns)
of the party of the **SECOND PART**.

- A. **WHEREAS:** the OWNER is the sole and absolute owner in respect of the **First Schedule** mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the **First Schedule** hereinafter written (hereinafter referred to as the "**SAID PROPERTY**").

- B. **AND WHEREAS,** the **First Schedule** mentioned Plot Numbers which are previously comprising in R.S. Khatian No. 472 & 559 comprising in R.S. Plot No. 544, 545, 546, 547, 548 and appertaining to present L.R. Khatian No. 740/11 comprising in L.R. Plot No. 1660 of presently "Commercial Bastu" Class of Land within the Ichhlabad Mouza, J.L. No. 75, total measuring 1.10 Acre i.e., 110 Decimals i.e., 66.67 Kathas situated within the jurisdiction of Burdwan Municipality of Ward No. 10 under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at Burdwan is presently owned and possessed by the Party to the **FIRST PART**. Earlier, the some of the **First Schedule** mentioned property which were comprising in R.S. Plot No. 546 appertaining to R.S. Khatian No. 559, measuring 16 Decimals and the property comprising in R.S. Plot No. 548 appertaining to R.S. Khatian No. 559, measuring 37 Decimals out of 69 Decimals within the Ichhlabad Mouza, J.L. No. 75 under Police Station: Bardhaman, District: Purba Bardhaman was owned and possessed by one Usha Rani Debi who actually obtained the same from her father by virtue of a Registered Deed of Gift on 15/09/1959 and the transfer became effective through oral and verbal demarcation and since oral and verbal demarcation became effective in the year of 1959 and the amendment of the West Bengal Land Reforms Act took place much later and such amendment had its retrospective effect on and from 1969 by virtue

Ganesh Ranjan Saha

FALANI CONSTRUCTION
15/11/2018

FALANI CONSTRUCTION
Falan Saha

which Sec. 14 of the West Bengal Land Reforms Act became effective and since the aforesaid oral-cum-demarcation took place in 1959 i.e. before 1969 the said demarcation was legal and lawful and since then the said Usha Rani Debi has been the owner and possessor in respect of the said property with absolute right, title and interest therein. Along with that, the property comprising in R.S. Plot No. 547 appertaining to R.S. Khatian No. 472, measuring 09 Decimals within the Ichhabad Mouza, J.L. No. 75 under Police Station: Bardhaman, District: Purba Bardhaman was owned and possessed by Usha Rani Debi who actually obtained from one Ratan Bala Dasi the same by virtue of a Registered Deed of Sale on 10/07/1961 and since then the said Usha Rani Debi has been the owner and possessor in respect of the said properties comprising in R.S. Plot No. 546 appertaining to R.S. Khatian No. 559, measuring 16 Decimals and R.S. Plot No. 548 appertaining to R.S. Khatian No. 559, measuring 37 Decimals out of 69 Decimals and R.S. Plot No. 547 appertaining to R.S. Khatian No. 472, measuring 09 Decimals within the Ichhabad Mouza, J.L. No. 75 under Police Station: Bardhaman, District: Purba Bardhaman (then known as Burdwan) with absolute right, title and interest therein. Subsequently the said Usha Rani Debi sold the said property through Registered Deed of Sale being no. 1-4797 for the year 1964, registered Book No. 1, Volume No. 44, Page Nos. 281 to 284 before D.S.R., Burdwan in favour of the Burdwan District Bus Association (Burdwan Zilla Bus Association) represented by its then secretary Dr. Nabaghana Moitra and relinquished her entire share in favour of the said Burdwan District Bus Association (Burdwan Zilla Bus Association) with absolute right, title and interest therein. Along with that earlier, the property comprising in R.S. Plot No. 544 appertaining to R.S. Khatian No. 472, measuring 41 Decimals within the Ichhabad Mouza, J.L. No. 75 under Police Station: Bardhaman, District: Purba Bardhaman was owned and possessed by one Gobindo Chandra Sen who actually obtained the same from one Nibaran Dasi by virtue of a Registered



Janaki Ranjan Sinha
Partner

RAJAXMI CONSTRUCTION

Rajaxmi Sinha
Partner

RAJAXMI CONSTRUCTION

Rajaxmi Sinha
Partner

Deed of Exchange being No. 6026 for 1966 registered at the Office of the Burdwan District Sub Registry Office and the transfer became effective through oral and verbal demarcation and since oral and verbal demarcation became effective in the year of 1966 and the amendment of the West Bengal Land Reforms Act took place much later and such amendment had its retrospective effect on and from 1969 by virtue which Sec. 14 of the West Bengal Land Reforms Act became effective and since the aforesaid oral-cum-demarcation took place in 1966 i.e. before 1969 the said demarcation was legal and lawful and since then the said Gobindo Chandra Sen has been the owner and possessor in respect of the said property with absolute right, title and interest therein. Subsequently the said Gobindo Chandra Sen sold the said property through Registered Deed of Sale being no. I-06255 for the year 1976, registered Book No. 1, Volume No. 96, Page Nos. 12 to 15 before D.S.R., Burdwan in favour of the Burdwan District Bus Association (Burdwan Zilla Bus Association) represented by it's the then secretary Dr. Nabaghana Moitra and relinquished her entire share in favour of the said Burdwan District Bus Association (Burdwan Zilla Bus Association) with absolute right, title and interest therein. Afterwards, the property comprising in R.S. Plot No. 545 appertaining to R.S. Khatian No. 472, measuring 9 Decimals within the Ichhlabad Mouza, J.L. No. 75 under Police Station: Bardhaman, District: Purba Bardhaman was owned and possessed by one Sapna Sengupta who actually obtained the same from one Sisir Ranjan Roy Chowdhury by virtue of a Registered Deed of Deed being No. I-04529 for 1976 registered at the Office of the Burdwan District Sub Registry Office and since then the said Sapna Sengupta has been the owner and possessor in respect of the said property with absolute right, title and interest therein. Subsequently the said Sapna Sengupta sold the said property through Registered Deed of Sale being no. I-7703 for the year 1976, registered Book No. 1, Volume No. 116, Page Nos. 256 to 258 before D.S.R., Burdwan in favour of the Burdwan District Bus

Janaki Ranjan Saha

RAULAXMI CONSTRUCTION

Partner

Partner

RAULAXMI CONSTRUCTION

Partner

Partner

Association (Burdwan Zilla Bus Association) represented by it's the then secretary Dr. Nabaghana Moltra and relinquished her entire share in favour of the said Burdwan District Bus Association (Burdwan Zilla Bus Association) with absolute right, title and interest therein.

- C. **AND WHEREAS** the present OWNER namely Burdwan District Bus Association (Burdwan Zilla Bus Association) since those purchases became absolute owner & possessor of the scheduled property & got it's name recorded in the L.R. record of right under L.R. Khatian No. 740/11 and is paying and revenues and taxes of the scheduled property accordingly and accordingly started the process to discharge it's legal obligations of payment of Govt. rents etc. in the name on appropriate receipt thereof and thereby has acquired absolute title in the said property to which it is entitled. Hence the OWNER has acquired a good title over the **First Schedule** mentioned property without any interference or intervention of any or by any other person.
- D. **AND WHEREAS** there was a large portion of vacant land being the total 110 Decimals i.e., 1.10 Acres of Land comprising in the Plot Numbers in the First Schedule mentioned Property which was not maintained and which was more specifically described below and thereby the OWNER had taken decision to open a registered office at Burdwan as the association does not have any registered office in the Burdwan City and for such the Owner Association decided to construct of multi-storeyed commercial/shopping complex cum residential complex cum inclusive of Shops and Offices and Flats/Residential Units and Car Parking Spaces by constructing building and to develop the premises i.e., the vacant land which is more specifically described in the First Schedule below and which was not being looked after by the OWNER due to it's operational uncertainty in the City of Burdwan and other requirement and dilemma and the OWNER also realized that if the property remains vacant and

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RAJAXMI CONSTRUCTION

Naveen Kumar Saha
Partner

RAJAXMI CONSTRUCTION

Romona Bhattacharya
Partner

unmaintained for prolonged period of time then the security and safety of the property may be jeopardized and thereby the OWNER had taken decision to develop the property and to construct of Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the total land measuring 110 Decimals (A little More or Less).

- E. That the **OWNER** neither had the experience nor had the soundness of knowledge in respect of the technique of promoting and development of land and also nor had the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces cum housing and commercial complex by erecting multi-storeyed building/buildings being the Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces.
- F. **AND WHEREAS** the **DEVELOPER** is itself is a highly reputed developer 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 **OWNER** of the total 110 Decimals i.e., 1.10 Acres of Land comprising in the Plot Numbers in 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** had accepted to develop the property with a project for construction of Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces by virtue of a Registered Development Agreement cum Development Power of Attorney vide Deed No.- 020303223 for the year of 2020 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly incorporated in Book No.- 1, Volume No.- 0203-

Janki Ranjan Saha
Hon'ble General Secretary
DITDA, Burdwan

RAJLAXMI CONSTRUCTION
Ravi Kumar Saha
Partner

RAJLAXMI CONSTRUCTION
Romona Saha
Partner

2020 in Pages from No. 78925 to No. 79012, the parties started to carry on the venture of the Development amongst themselves and Burdwan District Bus Association (Burdwan Zilla Bus Association) converted it's land from the Office of the District Land and Land Reforms Officer, Burdwan whereas the said Burdwan District Bus Association (Burdwan Zilla Bus Association) converted it's entire 110 Decimals of Land to "Commercial Bastu" class of Land comprising in L.R. Plot No. 1660 in Ichlabad Mouza, J.L. 75 vide Conversion Case No. CN/2022/0201/2300 arising out of an application dated 12/08/2022 whereas the Conversion Certificate was issued by the Office of the District Land and Land Reforms Officer, Burdwan bearing Memo No. 130/IND/1029/LM/22 dated 16/11/2022 and finally when the Plan was sanctioned by virtue of the Building Permit No. SWS-OBPAS/1201/2023/1258 dated 26/12/2023 on and over land measuring 3394.324 Sq Mtrs (A little More or Less) of Land being 50.7447 Kathas (A little More or Less) of Land being the First Schedule mentioned Property out of total 1.10 Acres of Land (A little More or Less) to construct Multi-Storied Storied Commercial cum Residential Buildings comprising of multiple commercial units, residential units and parking spaces, the parties hereto decided to continue and complete the project in relation to the old Development Agreement and also decided to get themselves allocated with specific allocation in order to avoid further complicity and future inconvenience and for such the FIRST PART informed that they want to rescind the old Registered Development Agreement cum Development Power of Attorney and thereafter they rescinded and cancelled and revoked the said Registered Development Agreement cum Development Power of Attorney vide Deed No.- 020303223 for the year of 2020 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly incorporated in Book No.- 1, Volume No.- 0203-2020 in Pages from No. 78925 to No. 79012 and FIRST PART informed that they want to execute a new

Genaki Ranjan Shukla
Genaki Ranjan Shukla
Partner

Rajlaxmi Construction
RAJLAXMI CONSTRUCTION
Partner

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RAJLAXMI CONSTRUCTION
Partner

Development Agreement along with a Power of Attorney therein on the following Terms and Conditions and after mutual discussions and on acceptance of the said Proposal of the Parties of the FIRST PART of this Indenture, the said DEVELOPER, namely, "Rajlaxmi Construction" (herein Second Part) has accepted the said Offer and decided to raise construction as per the sanctioned plan as mentioned hereinabove by virtue of a Development Agreement cum Development Power of Attorney and the said Development Agreement cum Development Power of Attorney is hereby agreed between the Parties to be executed and registered on the following terms and conditions as stated below to develop the property being the developable land measuring 3394.324 Sq Mtrs (A little More or Less) of Land being 50.7447 Kathas (A little More or Less) of Land being the First Schedule mentioned Property out of total 1.10 Acres of Land (A little More or Less) with a project for construction of multi-storied commercial cum residential building along with commercial cum residential complex inclusive of Shops, Offices, Flats/Residential Units and Car Parking Spaces.

G. AND WHEREAS since as per Building Permit No. SWS-OBPAS/1201/2023/1258 dated 26/12/2023 the developable land is measuring 3394.324 Square Meters of Land being 50.7447 Kathas of Land being the First Schedule mentioned Property out of total 1.10 Acres of Land the **OWNER** of the First Schedule mentioned property and the **DEVELOPER** together decided to develop the property on the following terms and conditions as stated below to develop the property with a project for construction of Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces.

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

1.1 PREMISES: shall mean the premises with land as stated in the First

Janaki Ranjan Sinha

Firm, General Secretary
GDA, Burdwan

RAJAXMI CONSTRUCTION

Navin Kumar

Partner
RAJAXMI CONSTRUCTION

Ranjan Sinha

Partner

Schedule of this agreement.

1.2 **BUILDING/S:** shall mean the proposed multi-storied building/buildings along with multi-storied commercial cum residential building cum housing cum commercial complex inclusive of Shops/Offices/Commercial Units and Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, as per Building Permit No. SWS-OBPAS/1201/2023/1258 dated 26/12/2023 duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan in order to construct Multi- Storied Building comprised with Shops/Offices/Commercial Units and Flats/Residential Units and Car Parking Spaces and to utilize the land to aid and support the process of construction of the Multistoried Commercial cum residential building inclusive of Shops/Offices/Commercial Units and Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the **Third Schedule** of this Indenture and the said Building will be named as styled as "RAJ'S ENCLAVE".

1.3 **OWNER:** shall mean **BURDWAN DISTRICT BUS ASSOCIATION** (*The Organization is an Association formed under Companies Act, 1956 continued to new amended act the Companies Act, 2013, CIN: U63090WB1954NPL021842*) having its registered office at Court Compound, Bishram Bhaban, P.O. Burdwan, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101, PAN: **AACCB3027B**, being represented by its Secretary namely **MR. JANAKI RANJAN SINHA**, S/o Late Bhudhar Chandra Singha, by faith- Hindu, by profession - Business, resident of Purbasapally, Ward No. 8, Guskara, Post Office: Guskara, P.S. Aushgram, Dist. Purba Bardhaman, Pin - 713128; PAN:

Jayanki Ranjan Singh
Partner
RAJLAXMI CONSTRUCTION

Narugopal Bhakat
Partner
RAJLAXMI CONSTRUCTION

Purnima Bhakat
Partner
RAJLAXMI CONSTRUCTION

AMTPS1728E: and shall include it's/his respective heirs, executors, administrators, representatives, transferees, assignees and nominees.

- 1.4 **DEVELOPER:** shall mean "RAJLAXMI CONSTRUCTION", (a Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at 175, Jagatberh North, P.O. Sripally, P.S. Barddhaman, Dist. Purba Barddhaman, West Bengal, India, Pin - 713103; having PAN: AATFR7329C; being represented by its both Partners namely 1) **MR. NARUGOPAL BHAKAT**, S/o Late Chandi Shankar Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, Pin - 713103; PAN: ADGPB5297F; and 2) **MRS. PURNIMA BHAKAT**, W/o Mr. Narugopal Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, Pin - 713103; PAN: AUMPB9646D; and shall include his/her/it's/their respective legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees.
- 1.5 **COMMON FACILITEIS:** shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator space/room, meter room, transformer, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the **Fourth Schedule** of this Indenture.
- 1.6 **OWNER'S ALLOCATION:** shall mean the prospective right of the OWNER in regard to it's share as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNER was held to be 50% in the commercial area in relation to the construction according to the sanctioned plan of the Burdwan Municipality and in that regard the allocation

Janaki Ranjan Sinha
Hon'ble Joint Secretary
RDBA, Burdwan

RAJAXMI CONSTRUCTION
Naseer Khan Bhutta
Partner

RAJAXMI CONSTRUCTION
Roşima Bhutta
Partner

of the OWNER in the Residential Section, it is held to be 41% of the proposed residential flat building/buildings being the residential area in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and to utilize the land for the process of construction of the Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises as per their respective share over land more specifically mentioned in the **First Schedule**. The aforesaid allotted share of 50% in Commercial Complex and 41% in the Residential Complex of the Total Constructed Portion of the proposed Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces will be Owner's Allocation and Owner will take Adjustable Amount as per Article IX which will be adjusted from Owner's Allocation.

1.7 DEVELOPER'S ALLOCATION:

1.7.1 Shall mean the absolute right of the DEVELOPER in regard to compulsory 50% allocation of the proposed building/buildings being the commercial area in relation to the construction according to the sanctioned plan of the Burdwan Municipality and in that regard the allocation of the DEVELOPER was held to be 59% of the proposed residential flat building/buildings being the residential area in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and to utilize the land for the process of

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Partner
SALASMI CONSTRUCTION

Moumita Ghosh
Partner
SALASMI CONSTRUCTION

Ravina Shukla
Partner
SALASMI CONSTRUCTION

construction of the Multi-Storeyed Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises as per their respective share over land more specifically mentioned in the **First Schedule** mentioned property including Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors and since the DEVELOPER is in agreement with the OWNER to pay adjustable amount, the DEVELOPER will adjust the said amount from the portion defined in the Owner's Allocation.

1.7.2 Roof area which shall be the roof/rooves directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the DEVELOPER along with further construction right and further allocation.

1.8 **ARCHITECT** : shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at his own cost and sole responsibility, subject to approval of the owner.

1.9 **BUILDING PLAN** shall mean the plan/plans being Building Permit No. SWS-OBPAS/1201/2023/1258 dated 26/12/2023 for construction of the building, duly approved by the OWNER and submitted by at the costs of the DEVELOPER to the Burdwan Municipal Authority in order to construct multi-storeyed residential cum commercial building/buildings along with residential cum commercial building cum housing cum shopping and market complex inclusive of Flats/Residential Units, Shops/Offices/Commercial Units and Car Parking Spaces and to utilize the land to aid and support the process of construction of the multi-storeyed residential cum commercial building/buildings along with residential cum commercial building cum

Janaki Ranjan Saha
Hon'ble General Secretary
G.M.M. Burdwan

RAJLAXMI CONSTRUCTION
RAJLAXMI CONSTRUCTION
Partner

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Partner

housing cum shopping and market complex inclusive of Flats/Residential Units, Shops/Offices/Commercial Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Burdwan Municipal Authority i.e., Burdwan Municipality it will also include any further permission by way of Burdwan Municipality Sanctioned Plan in order to raise and construct further floors over the top floor.

- 1.10 CONSTRUCTED SPACE:** shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 1.11 SALEABLE SPACE:** means, and include the DEVELOPER'S ALLOCATION inclusive of the OWNER'S ALLOCATION and the space in the Building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 CARPET AREA:** means, the net usable floor area of an office or shop or apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the office or shop or flat or apartment.
- 1.13 COVERED AREA:** shall mean the Plinth area of the said Residential Unit/ Flat/Commercial Unit/Office/Shops including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between two Residential as well as Commercial Unit / Flats /Shops / Offices then one - half of the area under such wall shall be included in each

Janaki Rangin Sinha
Partner

RAJLAXMI CONSTRUCTION

RAJLAXMI CONSTRUCTION
Partner

RAJLAXMI CONSTRUCTION

Romona Bhattacharya
Partner

Residential Unit / Flat / Commercial Unit / Offices / Shops.

- 1.14 UNDIVIDED SHARE:** shall mean the undivided proportionate share in the land attributable to the each Shops/Offices and Commercial Units / each Flat and Residential Unit / Parking Space comprised in the said Holding and the common portions held by and / or here in agreed to be sold to the respective Purchaser and also wherever the context permits.
- 1.15 CO - OWNER:** shall according to its context mean and include all persons who acquire or agree to acquire Commercial Unit/ Shops/Offices and Residential Unit / Flat / Parking space in the Building, including the Developer for the Commercial Unit/ Shops/Offices and Residential Unit/ Flats / Parking Spaces not alienated or agreed to be alienated.
- 1.16 OFFICE/SHOP/FLAT/UNIT:** shall mean the Commercial Unit/ Shop/Offices and Residential Unit/flats and / or other space or spaces intended to be built and or constructed and / or the covered area capable of being occupied.

It shall also mean that according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Commercial Unit/ Shop/Offices and Residential Unit/flats in the Building/s and shall also include the Developer herein and the Owner herein in respect of such Commercial Unit/ Shop/Offices and Residential Unit/flats which are retained and/or not alienated and/or not agreed to be alienated of the time being.

- 1.17 COMMON EXPENSES:** shall include all expenses to be incurred by the Co - owner for the maintenance, management and upkeep of the building in the said Holding for common purposes and also the charges to installation of Electricity.
- 1.18 COMMON PURPOSES:** shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co - Owner relating to their

Jaroke Ranjan Sinha
Partner, Government Solicitor
B.D.M.A. Burdwan

RAJAXMI CONSTRUCTION
Narayan Chandra Bhattacharya
Partner

RAJAXMI CONSTRUCTION
Purnima Bhattacharya
Partner

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 percentage as per Developer's Calculation over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and Shall mean in context to a Commercial Unit/Shop/Office as the area of a Commercial Unit/Shop/Office computed by adding an agreed percentage as per Developer's Calculation over the built-up and/or the covered area of the Commercial Unit/Shop/Office depending on the location and preferential and suitable side and such will be used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per its standing rules and regulations. Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016) and West Bengal Real Estate (Regulation and Development) Rules, 2021 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.

1.20 DEVELOPER'S ADVOCATE: Shall mean Sri Rajdeep Goswami, Ld. Advocate of Burdwan District Judges' Court who has 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

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Partner

RAJAXMI CONSTRUCTION

Naren Ranjan Saha

Partner

RAJAXMI CONSTRUCTION

Purnima Saha

Partner

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 and the OWNER'S ALLOCATION or any space in the building/s including the rights of transfer to the extent of the entire 100% share as defined and described in the **Clause No. 1.6 and 1.7.**

1.23 MASCULINE GENDER: shall include feminine gender and vice versa.

1.24 SINGULAR NUMBER: shall include plural number and vice versa.

ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS:

The 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 from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within 3 Months from this very date of execution of this Agreement.
- 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 provided that all the debris and rubbish will be retained by the **DEVELOPER** and shall be the property of the **DEVELOPER**

Janaki Ranjan Sinha
Hon'ble. General Secretary
S.D.A. Bardhaman

RAJLAXMI CONSTRUCTION
Narugopal Bhakat
Partner

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Purnima Bhakat
Partner

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 his 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 "**RAJLAXMI CONSTRUCTION**", (a Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at 175, Jagatberh North, P.O. Sripally, P.S. Barddhaman, Dist. Purba Barddhaman, West Bengal, India, Pin - 713103; having -PAN: AATFR7329C; being represented by its both Partners namely 1) **MR. NARUGOPAL BHAKAT**, S/o Late Chandl Shankar Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman, Sadar, Dist. Purba Barddhaman, Pin - 713103; PAN: ADGPB5297F; and 2) **MRS. PURNIMA BHAKAT**, W/o Mr. Narugopal Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, Pin - 713103; PAN: AUMPB9646D; whereas such power or

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Ranjan Ranjan Limbu
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Partner

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 shops, offices, 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 date of execution and registration of this Agreement and shall resume to pay rent and taxes after getting possession certificate in respect of the **OWNER'S ALLOCATION** and during the construction and development period the Developer shall pay the rent, revenues and taxes in respect of the property.
- 2.9 The OWNER have absolute right and authority to enter into the agreement with the DEVELOPER in respect of their title in the said premises agreed to be developed.
- 2.10 That there is no arrear of taxes and / or other levies of impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.
- 2.12 That the said land is not a Debottor or Pirottor property.
- 2.13 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.14 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale or the said property as contemplated in these present.

Janaki Ranjan Singh
Floor, Gramin Colony
BIDDA, PIN-751002

RAJAXMI CONSTRUCTION
Nareendra Kumar
Partner

RAJAXMI CONSTRUCTION
Purnima Shukla
Partner

- 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, damages, encumbrances and mortgages or any Third Party Possessory Rights or any Third Party Claim in the said premises arising out of or due to the negligence or non compliance of any law, bye-laws rules and regulations of the Burdwan Municipality i.e., Burdwan Municipal Authority or Government or local bodies including the Municipality as the case may be by the 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 be entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owner' allocation will be borne by the Owner 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 Owner's and Developer's Allocation after the development of the said premises. If by any means, due to the Owner's fault or the Fault in Title and also Possessory Right of the Property of the Owner or if due to legal dispute and local dispute the project cannot be started or cannot be completed as per the present Agreement then the Owner shall refund the entire consideration money and the cost of



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Sarita Ranjan Singh

Partner

RAULAXMI CONSTRUCTION

Pratima Bhattacharya

Partner

construction (if any) which occurred during the development and the expenditures of the developer within 6 months from the date of rise of such dispute as communicated by the Developer.

- 2.17 That during the continuance of this Agreement the OWNER shall not transfer the Property partly or full and shall not any way cause any impediment or obstruction whatsoever in the construction or development of complex and building in the said **First Schedule** mentioned Property and hereunder empower the DEVELOPER to take up the construction work of the new building as per sanctioned plan of Burdwan Municipality i.e., Burdwan Municipal Authority.
- 2.18 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 credential of the firm and the units of said project along with 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 and/or hypothecation and/or pawn and/or

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NARESH KUMAR SHARMA
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Ravishankar
Partner

pledge and/or lien and/or the like and the Owner 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 OWNER 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.

ARTICLE III - COMMENCEMENT:

3.1 This agreement shall commence or shall be 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 grants exclusive right to the DEVELOPER to build upon and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER may choose by constructing a building thereon by way of the said construction is to be done according to the Burdwan Municipality i.e., Burdwan Municipal Authority 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 overheads 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



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Partner

Partner

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Partner

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 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. The Owner shall not bear any cost and expenses of the price of the lift and transformer and their installations.

- 4.2 The OWNER have approved/will approve and signed/will sign the said ARCHITECT'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality i.e., Burdwan Municipal Authority by the DEVELOPER in the name of the owner, and/or the same is/will be awaiting SANCTION/APPROVAL from the Burdwan Municipality i.e., Burdwan Municipal Authority, after obtaining clearances from all other statutory bodies.
- 4.3 In the event, the Burdwan Municipality i.e., Burdwan Municipal Authority or any statutory authority requires any modification of the plan/plans submitted by the OWNER either by himself or through his Power of Attorney Holder, 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 i.e., Burdwan Municipal Authority and/or the other statutory

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Partner

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 with sale right, including enter into agreement with the intending purchaser and received the earnest money as well as consideration amount in respect of the allocation of the DEVELOPER.
- 4.5 All applications, plans and other papers including the ARCHITECTS DRAWINGS/DOCUMENTS referred to above shall be submitted by the DEVELOPER in the name of the OWNER of the said premises, but otherwise at the cost and expenses of the DEVELOPER only and the DEVELOPER shall pay and bear the EXPENSES for submission of Architects drawings/documents and other like fees, charges and expenses, required to be paid or deposited for SANCTION of the said project design and construction thereon provided always that the DEVELOPER shall be exclusively entitled to all REFUNDS of any and all payments and/or deposits and made by it in that account.
- 4.6 After getting free and vacant possession of the said premises, demolition of the existing building/structures on the said premises (which will be done by the DEVELOPER or at the cost of the DEVELOPER) and removal of the debris shall be the responsibility and at the cost of the DEVELOPER only, provided, however, that the debris, salvage and materials arising there from shall belong solely to the DEVELOPER and the OWNER by any and all means will be barred from the right to claim to the same.
- 4.7 That if at the time of the execution of this Deed of Agreement for Development the record of name of the property remains in the name of any other person except that of the OWNER then within 30 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to mutate the names in his name without any further delay and in this respect



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Manoj Kumar Bhunia
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Partner

Ramim Bhunia
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Partner

the DEVELOPER will simply cooperate.

- 4.8 That if at the time of the execution of the Deed of Agreement for Development the record of nature and character of the property remains in any nature other than "Commercial Bastu" then within 30 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 to the requisite and necessary class of land without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.9 That if any sort of amalgamation or enamel or consolidation of Plot Numbers is needed in regard to the First Schedule mentioned properties, then in that event within 30 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 no Municipal Holding Number present or if there is a requirement of mutation of the name of the Owner in the Municipal Holding Number in regard to the First Schedule mentioned properties, then in that event within 30 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to obtain the Holding Number of the Property from the Burdwan Municipality by incorporating it's names in the Records of Burdwan Municipality in respect of the Holding Mutation and Records in respect of the property without any further delay out of it's 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 to the Developer 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



Janaki Ranjan Sinha
Partner

Rajlaxmi Construction
Partner

Purnima Bhakat
Partner

relating to the said **First Schedule** mentioned premises of and/or for necessary searches and will make them available 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 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 i.e., Burdwan Municipal Authority and the OWNER by himself or through his constituted Power of Attorney holder namely "**RAJLAXMI CONSTRUCTION**", (a Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at 175, Jagatberh North, P.O. Sripally, P.S. Barddhaman, Dist. Purba Barddhaman, West Bengal, India, Pin - 713103; having PAN: **AATFR7329C**; being represented by its both Partners namely 1) **MR. NARUGOPAL BHAKAT**, S/o Late Chandl Shankar Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; PAN: **ADGPBS297F**; and 2) **MRS. PURNIMA BHAKAT**, W/o Mr. Narugopal Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar,

Jayanta Bhattacharya
Partner

Pranab Choudhury
Partner

Pranab Choudhury
Partner

Post Office: Stripally, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; PAN: AUMPB9646D; having obtained all necessary permission, approvals and sanctions, the DEVELOPER will *ipso-facto* get the privilege to commence construction in respect of the portion of the premises in the possession of the OWNER. The construction will be in accordance with the Bardwan Municipality i.e., Bardwan Municipal Authority sanctioned plan. The OWNER shall allow the DEVELOPER to enter and stay in the premises only for the purposes of construction and allied activities during the continuation of this agreement and until such time till the proposed building is completed in all and every respect. 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 Bardwan Municipality i.e., Bardwan Municipal Authority.

6.2 In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNER and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNER to carry out the construction of the proposed building which is to be completed within 120 Months after the execution and registration of this Deed of Development Agreement and Power of Attorney unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including *VIS MAJOR / FORCE MAJEURE* such as war, riots, flood, earthquake, act of God, pandemic and epidemic outbreak, lockdown, government order, strike & other natural calamities and hindrances due to procedural delays and subject to force majeure, save and except that the DEVELOPER shall not be entitled to create any possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER shall be entitled to use the said property or any part of the property for any other purposes other than the

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HOD, PROJECTS
IDEA, BANGALORE

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Partner

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purpose of construction of the building, if such usage of the said property is done for the welfare and smooth and proper operation of the building construction.

- 6.3 That after all the adjustments are done in respect of the adjustable the OWNER will resume to be in possession in the retainable flats and parking spaces being 5 (Five) Flats [One 3BHK Flat on 1st Floor of A-Block bearing Flat No. B measuring 1169 Sq. Fts. and One 2BHK Flat on 1st Floor of A-Block bearing Flat No. C measuring 1005 Sq. Fts. and One 3BHK Flat on 1st Floor of A-Block bearing Flat No. D measuring 1207 Sq. Fts. and One 2BHK Flat on 2nd Floor of A-Block bearing Flat No. C measuring 1005 Sq. Fts. and One 3BHK Flat on 2nd Floor of A-Block bearing Flat No. D measuring 1207 Sq. Fts.] and 2 (Two) Car cum Covered Parking Space over the said **First Schedule** mentioned property after the completion of the project. 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 construction period and afterwards and will not hamper or cause impediment to the construction work during the subsistence of the Agreement and the DEVELOPER will enjoy the right of absolute possession over the SAID PROPERTY.

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 OWNER shall be ENTITLED to the benefits as per the OWNER'S ALLOCATION as defined in **Clause 1.6** of this agreement.
- 7.3 Prior making the adjustments, the OWNER shall not be entitled to sell, transfer and/or otherwise deal with the owner's allocation of space and

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North Central Section
Rajaxmi Construction
Partner
Rajaxmi Construction
Partner
Rajaxmi Blaker

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

7.4 In consideration of the DEVELOPER'S having constructed the building at its own costs and provided for benefits as per the OWNER'S ALLOCATION as stated above, the DEVELOPER shall be entitled to the total super built up space in the said building including common parts and areas till the realization of the adjustment and reimbursement of the advanced adjustable amount.

7.5 The common area/facilities shall be solely owned by the DEVELOPER for the common use and enjoyment of owner's/developers allocation of space. Here it must be mentioned that OWNER will get and obtain 50% in the commercial area in relation to the construction according to the sanctioned plan of the Burdwan Municipality and in that regard the allocation of the OWNER in the Residential Section, it is held to be 41% of the proposed residential flat building/buildings being the residential area in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and to utilize the land for the process of construction of the Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises as per their respective share over land more specifically mentioned in the First Schedule. Here it must be mentioned that OWNER will not retain and will not enjoy its entire entitlement of the aforesaid allotted share of 50% in

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Supriya Bhaskar
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Commercial Complex and 41% in the Residential Complex of the Total Constructed Portion of the proposed Multi-Storeyed Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and all units but it will take the total adjustable amount Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two Hundred Fifty Only) ^{to be adjusted @} ^{(to be adjusted @} of the said allocation of the Owner, the Owner after keeping 5 (Five) Flats [One 3BHK Flat on 1st Floor of A-Block bearing Flat No. B measuring 1169 Sq. Fts. and One 2BHK Flat on 1st Floor of A-Block bearing Flat No. C measuring 1005 Sq. Fts. and One 3BHK Flat on 1st Floor of A-Block bearing Flat No. D measuring 1207 Sq. Fts. and One 2BHK Flat on 2nd Floor of A-Block bearing Flat No. C measuring 1005 Sq. Fts. and One 3BHK Flat on 2nd Floor of A-Block bearing Flat No. D measuring 1207 Sq. Fts.] and 2 (Two) Car cum Covered Parking Space, hereby agrees to make adjustment of the said adjustable amount and for such the Owner hereby grant exclusive and absolute right to the Developer to sale out the said allocated portion of the Owner by the Developer as the Power of Attorney Holder of the Owner and the OWNER also grants the right, title and interest in favour of the DEVELOPER to receive and collect the consideration amount against the aforesaid relinquished share of OWNER from purchaser and the OWNER also grant all right, title and interest in favour of the DEVELOPER to keep and retain the aforesaid sale proceeds in order to make adjustment in respect of the aforesaid adjustable amount being Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two Hundred Fifty Only) and the OWNER hereby grant exclusive and absolute right to the Developer to sale out the said allotted and allocated share portion by the Developer in favour of the prospective purchasers along with the Allocation of the Developer and will simply take the share in the consideration amount as described in this Agreement to reimburse and to make adjustment



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Hony. General Manager
RBL, Burdwan

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Partner
Manoj Kumar

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Partner
Supriya Chatterjee

in respect of their expenses and the consideration amount advanced to the OWNER and as soon as the adjustments of the said advanced consideration money is completed, the owner will receive it's remaining allocation by virtue of a deed of allocation distribution and may register the same for it's own convenience or may also take the possession certificate from the Developer and afterwards the OWNER may directly sale the said Shop/Office/Unit/Flat/Parking Space and may directly do any documentation or will execute any document and agreement for Sale either by itself or through it's Power of Attorney Holder being the Representative cum Partners of the Developer Firm on it's behalf but before that the OWNER will take the Monetary Consideration in lieu of it's shares from the Developer Firm but not directly from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank but all such payment are to be taken by the DEVELOPER and the said consideration money against the allocated share of the owner which is described in this Development Agreement, will either be paid directly or will be deposited in the Bank Account of the OWNER as per his share and the DEVELOPER as the duly constituted Power of Attorney and Authorized Agent(s) of the OWNER will deal with any person and/or the Intending purchaser(s) and/or the Financial Institution and/or Bank and will receive the Money/Consideration Amount from all such persons or institutions and will retain the said money for making the adjustment of the sum forwarded to the OWNER and to make adjustment in regard to the cost of construction.

7.7 The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion i.e., compulsory 50% allocation in the commercial area in relation to the construction according to the sanctioned plan of the Burdwan Municipality and in that regard the allocation of the DEVELOPER was held to be 59% in the residential area in relation to the



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Hang. General Secretary
SDBA, Burdwan

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RAJLAXMI CONSTRUCTION
Rajkumar Sankar

construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storeyed Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and to utilize the land for the process of construction of the Multi-Storeyed Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises as per their respective share over land more specifically mentioned in the **First Schedule** mentioned property including Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors and since the DEVELOPER is in agreement with the OWNER to pay Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two Hundred Fifty Only), the DEVELOPER will also have the right, title and interest in regard to the Authority and Power given by the OWNER in favour of the DEVELOPER to transfer, convey and sale the portion defined in the OWNER'S ALLOCATION i.e., the DEVELOPER will have exclusive right to enjoy the entire proposed Multi-Storeyed Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the adjustable allocation of its and of the owner comprising of the Shops, Offices, Flats and Parking Spaces in the said proposed Multi-Storeyed Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and to utilize the land for the process of construction of the Multi-Storeyed Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces by constructing building and pathway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said

Janaki Rajguru
Partner
PALAXMI CONSTRUCTION
13, 12, 33, 250/-

Shree Ravi Sharma
Partner
PALAXMI CONSTRUCTION

Pranav Shukla
Partner
PALAXMI CONSTRUCTION

project allied activity, within the said premises as per it's respective share over the entire **First Schedule** mentioned property including Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors and since the DEVELOPER is in agreement with the OWNER to pay Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two Hundred Fifty Only), the DEVELOPER will also have the all right, title and interest in regard to the Authority and Power given by the OWNER in favour of the DEVELOPER to transfer, convey and sale the portion defined in the OWNER'S ALLOCATION i.e., the DEVELOPER will have exclusive right to sell, transfer, convey, hold, retain, let out, lease out, rent out and possess and enjoy the entire proposed Multi-Storeyed Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its and of the owner also i.e., all the Shops, Offices, Flats and Parking Spaces in the said proposed Multi-Storeyed Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces till the adjustment of the advanced money in favour of the Developer and the DEVELOPER may let out, sale out, convey, transfer or any type of settlement in regard and respect to any Shop, Office, Flat or Residential Unit and/or Car Parking Space/Garage with the third parties to the extent of the total constructed area of the all floors as stated in the aforesaid **Clause No. 1.7** of this Indenture till the realization of the advanced adjustable money by the Developer and the OWNER will have no right over the said floors and it by any or/and all means and also is debarred from claiming any right, title and interest till the realization of the advanced and entire adjustable money by the Developer and since the DEVELOPER is in agreement and arrangement with the OWNER to pay Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two



Sanjay Rangan Sika
Group General Manager
HARAXMI CONSTRUCTION
PARTNER

Manoj Kumar Sharma
HARAXMI CONSTRUCTION
PARTNER

Pravin Dikar
HARAXMI CONSTRUCTION
PARTNER

Hundred Fifty Only), the DEVELOPER will also have the all right, title and interest in regard to the Authority and Power given by the OWNER in favour of the DEVELOPER to transfer, convey and sale the portion defined in the OWNERS ALLOCATION i.e., the DEVELOPER will have exclusive right to enjoy the entire Proposed multi-storeyed Residential and/cum Commercial Buildings and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of DEVELOPER and the entire allocation of OWNER.

7.8 Both the OWNER and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.

7.9 In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna etc. In other wards the entire roof right will be devolved upon the DEVELOPER solely and save and except the parking areas the rest and remaining Ground Floor and the Under-Ground Floor Right and Allocation will be devolved upon the DEVELOPER solely.

7.10 That till the realization of the advanced adjustable money by the Developer, the DEVELOPER shall alone have the right to allocate flats and parking spaces to the intending purchasers in the entire project and till the realization of the advanced adjustable money by the developer and before the demarcated allocation distribution through deed, the OWNER shall have no right whatsoever to enter into any agreement personally with the intending purchasers for sale of any of the offices, shops, flats or parking spaces to be constructed by the DEVELOPER over the land owned by the First Part (OWNER) and the DEVELOPER will have the right to construct further floors in the said proposed building in future if the DEVELOPER obtains further Municipality Plan to construct more floors and in that event the Owner will have no right to appoint any new Developer except this existing DEVELOPER

Joint, General Provision
SANKU BUDHWAN
Partner
PALAXMI CONSTRUCTION
SANKU BUDHWAN

Partner
PALAXMI CONSTRUCTION
SANKU BUDHWAN
Partner
PALAXMI CONSTRUCTION
SANKU BUDHWAN

or will have no right to raise any objection and moreover will not be entitled to get any excess share or consideration money for the said propose and proximate construction in the said proposed new constructed Floor and in that scenario and in that event the DEVELOPER alone will enjoy with all rights in respect of the said Floor constructed as per the Municipality Sanctioned Plan.

ARTICLE VIII - COMMON FACILITIES:

8.1 As soon as the building is completed, the DEVELOPER shall be entitled to obtain and get Completion Certificate from the Municipality and also the DEVELOPER shall be entitled to obtain and get "Full Satisfaction Certificate" from the OWNER and the DEVELOPER shall give written notice of delivery of possession cum Completion Certificate to the Owners in respect of their allocation and also to the Purchasers requiring them to take possession of their units in the building and as from date of service of such notice or issuance of such Certificate and for all times thereafter the parties shall be exclusively responsible for the payment of the Burdwan Municipality i.e., Burdwan Municipal Authority and property taxes, rate, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as THE SAID RATES) payable in respect of their respective units, such rates to be apportioned pro rata with reference to the total super built up space in the building if they are levied on the building as a whole.

8.2 The DEVELOPER on behalf of the OWNER shall punctually and regularly pay the proportionate share of the said rates to the concerned authorities or otherwise as specified hereinafter and the OWNER shall keep the DEVELOPER indemnified against all claims, actions, demand, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the DEVELOPER as the case may be consequent upon a default by the OWNER this behalf in respect of his proportionate

Janaki Rangan Srinivas
Partner, Forward Construction
RAJAXMI CONSTRUCTION
Partner

Praveen Kumar
RAJAXMI CONSTRUCTION
Partner
Ramona Dinkar
Partner

share of the said rates before execution and registration of this Agreement.

8.3 As and from the date of receipt the completion certificate, the Purchaser of the Unit shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the flat owner's allocation or other entity/person specified hereinafter service charges for the common facilities in the building payable, and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for electrical and mechanical equipment, switchgear, transformers, generators, pump motor and other electrical and mechanical installations, appliances and equipments, stairways corridors, halls, passage ways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the entire building(s) or any part thereof the DEVELOPER shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.

ARTICLE IX - ADJUSTABLE AMOUNT

9.1 That the OWNER is entitled to receive adjustable amount and adjustable advance money which will be adjusted from the "OWNER'S ALLOCATION" as defined in Clause 1.6 of this agreement from the DEVELOPER and will not have any right, title and interest in respect of it's share in the proposed building as defined in the Clause No. 1.6 of this Deed due to it's receipt of the said adjustable money. The OWNER shall not retain his undivided proportionate share or interest share of interest in his land of the said First Schedule mentioned property till the realization of the advanced adjustable money by the Developer.

9.2 In consideration of the DEVELOPER agreeing to build and complete in all respect the OWNER'S ALLOCATION to the building at the said premises and

Genaraj Ravindra Singh
Hony. General Secretary
RAJLAXMI CONSTRUCTION
Partner
Narain Chandra
Partner
RAJLAXMI CONSTRUCTION

since the OWNER hereby entitled to get the adjustable amount specifically detailed in the Second Schedule, the OWNER hereby grants exclusive and absolute right to the Developer to sale out it's said allocated portion by the Developer as the Power of Attorney Holder of the Owner and the OWNER also grants all right, title and interest in favour of the DEVELOPER to receive and collect the adjustable amount against the aforesaid share of OWNER till the realization of the advanced adjustable money by the Developer and the OWNER also grants all right, title and interest in favour of the DEVELOPER to receive and collect the adjustable amount against the aforesaid share of OWNER till the realization of the advanced adjustable money by the Developer and the OWNER also grants all right, title and interest in favour of the DEVELOPER to keep and retain the aforesaid sale proceeds and the adjustable amount against the aforesaid share of OWNER in order to make reimbursement and adjustment in respect of the aforesaid adjustable money amounting Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two Hundred Fifty Only) and the OWNER hereby grant exclusive and absolute right to the Developer to sale out the said allocated portion by the Developer in favour of the prospective purchasers along with the Allocation of the Developer and will simply take the share in the adjustable amount as described in this Agreement to reimburse and to make adjustment in respect of their expenses and the adjustable amount advanced to the OWNER and the DEVELOPER by all virtue, in any and all consequence will be entitled to get, receive, keep and retain that said adjustable amount from the purchasers without any prejudice and the amount of total adjustable amount as specified in the **Second Schedule** is the fully and finally determined amount against the Allocation of the OWNER and the said amount shall be considered as the "ADJUSTABLE AMOUNT" against the Allocation of the OWNER and also the Undivided Share of the OWNER in the property which is specifically mentioned in the FIRST SCHEDULE below.

9.3 That OWNER is and will be entitled to get a total sum Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two



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Hundred Fifty Only) [The payment system is specifically detailed in the Second Schedule of this Agreement] out of which Rs. 2,01,00,000/- (Rupees Two Crore One Lakh Only) has been received by the OWNER as the Adjustable Amount which will adjusted from the Owner's Allocation and will be computed and audited at the end of completion of the entire project and Rs. 11,11,33,250/- (Rupees Eleven Crore Eleven Lakhs Thirty Three Thousand Two Hundred Fifty Only) will be received by the OWNER as the Adjustable Advance Amount of the Project out of which the total sum Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two Hundred Fifty Only) will be duly reimbursed and adjusted in favour of the DEVELOPER for realization of the said amount at the time of Development and also at the time of Booking and Selling/Transferring/Conveying of the Commercial Units/Flats/Offices and Residential Units/Flats and Parking Spaces and also Selling Out of Shops, Offices, Flats and all other Residential Units and Commercial Units in respect of the allocated proportion of share of the OWNER as per this Deed which is detailed in the Clause No. 1.6 of this Agreement along with the allocated proportion of share of the DEVELOPER as per this which is detailed in the Clause No. 1.7 of this Agreement and the said amount of Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two Hundred Fifty Only) shall be considered as the "ADJUSTABLE AMOUNT" against the Adjustable and Reimbursable Allocation of the OWNER and also the Undivided Share of the OWNER in the property which is specifically mentioned in the FIRST SCHEDULE below. It is further mentioned here that on this date the Owner received Rs. 2,01,00,000/- (Rupees Two Crore One Lakh Only) from the Developer the details of which is described in the Receipt.



9.4

That in respect of the Total Constructed Portion of the Building/s, the DEVELOPER shall receive the earnest money, advance money and full and

General Manager
RAJAXMI CONSTRUCTION
Partner
General Manager
RAJAXMI CONSTRUCTION
Partner

Hundred Fifty Only) [The payment system is specifically detailed in the Second Schedule of this Agreement] out of which Rs. 2,01,00,000/- (Rupees Two Crore One Lakh Only) has been received by the OWNER as the Adjustable Amount which will adjusted from the Owner's Allocation and will be computed and audited at the end of completion of the entire project and Rs. 11,11,33,250/- (Rupees Eleven Crore Eleven Lakhs Thirty Three Thousand Two Hundred Fifty Only) will be received by the OWNER as the Adjustable Advance Amount of the Project out of which the total sum Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two Hundred Fifty Only) will be duly reimbursed and adjusted in favour of the DEVELOPER for realization of the said amount at the time of Development and also at the time of Booking and Selling/Transferring/Conveying of the Commercial Units/Flats/Offices and Residential Units/Flats and Parking Spaces and also Selling Out of Shops, Offices, Flats and all other Residential Units and Commercial Units in respect of the allocated proportion of share of the OWNER as per this Deed which is detailed in the Clause No. 1.6 of this Agreement along with the allocated proportion of share of the DEVELOPER as per this which is detailed in the Clause No. 1.7 of this Agreement and the said amount of Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two Hundred Fifty Only) shall be considered as the "ADJUSTABLE AMOUNT" against the Adjustable and Reimbursable Allocation of the OWNER and also the Undivided Share of the OWNER in the property which is specifically mentioned in the FIRST SCHEDULE below. It is further mentioned here that on this date the Owner received Rs. 2,01,00,000/- (Rupees Two Crore One Lakh Only) from the Developer the details of which is described in the Receipt.



9.4

That in respect of the Total Constructed Portion of the Building/s, the DEVELOPER shall receive the earnest money, advance money and full and

Genet's Rangan Srin
Hong, General Services
PDBA, Burdwan

Manoj Kumar
RAJAXMI CONSTRUCTION
Partner
Pratima Bunker
RAJAXMI CONSTRUCTION
Partner

final consideration money from the intending purchasers as per the agreed upon consideration amount and schedule of payment, payable by the intending purchasers and that will be used for reimbursement for the aforesaid "ADJUSTABLE AMOUNT" payable to the OWNER and will be adjusted after receiving advance from the intending purchasers against each Shop, Office, Flat and/or Car Parking Space at the time of execution of Agreement of Sale and the same will/may also be adjusted from the consideration amount of the Shop/Office/Commercial Units and Flat/Residential Units and/or Garage/Car Parking Space at the time of Execution of the Deed of Conveyance/Sale/Transfer and after such adjustment, the remaining allocation to be handed over to the OWNER by virtue of deed or possession certificate as per the requisition of the OWNER.

9.5 That if the DEVELOPER makes delay or fails to comply the Payment Schedule as enumerated in the SECOND SCHEDULE of this Deed which they are bound to pay as per this Agreement, then the DEVELOPER and OWNER with mutual consent may extend the Time Schedule of Payment Procedure showing the reasonable cause of such delay or failure.

ARTICLE X - TIME FOR COMPLETION:

10.1 The building shall be completed within 120 Months from the date of signing of this Agreement unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR / FORCE MAJEURE such as war, riots, flood, earthquake, act of God, pandemic and epidemic outbreak, lockdown, government order, strike & other natural calamities and hindrances due to procedural delays etc. and subject to other categories under force majeure.

ARTICLE XI - MISCELLANEOUS:

11.1 The OWNER and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or

Sanjiv Ranganathan
Hony. General Manager
RBLAXMI CONSTRUCTION
Partner

Pratik Bhat
RBLAXMI CONSTRUCTION
Partner

constructed as a joint venture between the OWNER and the DEVELOPER nor shall the OWNER and the DEVELOPER in any manner constitute an association of persons.

11.2 The DEVELOPER shall be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm or LLP provided that the both the present Partners of the DEVELOPER Firm must be the director of the said proposed Private Limited Company or must be the Partner of the proposed Partnership Firm or LLP and in that event this agreement would be considered to have been executed between the OWNER and the said Private Limited Company or the Partnership Firm or LLP, and the terms and conditions contained herein shall be applicable to the said assignee.

11.3 All dealings to be made by the DEVELOPER in respect of the construction of the buildings and development of the complex along with obtaining Bank Loan from any Financial Institution and/or any Bank as well as for Booking and executing Agreement for Sale and also Sale Deed of Flats and Car Parking Space and moreover the receiving of earnest consideration amount, advance money etc for sale proceedings from the Intending purchaser/customer to be taken and obtained by the DEVELOPER itself and in certain cases with legal necessity it may be made in the name of the OWNER but any such dealings shall not create or foster in any manner any financial, civil and/or criminal liability of the OWNER and the OWNER will not be liable in any case or circumstance in respect of the said project to any Third Party including the Purchaser/Customers and also any Financial Institution and/or any Bank.

11.4 The DEVELOPER shall be entitled to enter into separate contract or agreements in its name with building contractor, architects and others for carrying out the development at the risk and costs of THE DEVELOPER.

11.5 *FORCE MAJEURE* shall mean riot, war, tempest, civil commotion strike, any kind of boycott or strike, lock down, pandemic outbreak, procedural

Geneste Bantya Sanku
Hony. General Secretary
BDA, Bantul

Wahid P. Satrio Bantya
Partner
RALAXNI CONSTRUCTION

Romom Bantya
Partner
RALAXNI CONSTRUCTION

delay, financial emergency and other legal emergency or any other act or commission beyond the control of the party affected thereby.

11.6 The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a **FORCE MAJEURE** with a view that obligation of the party affected by the **FORCE MAJEURE** shall be suspended for the duration of the **FORCE MAJEURE**.

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

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

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

11.10 Any notice required to be given by the DEVELOPER shall be without prejudice

James R. King, Sr.
Partner
RALAXMI CONSTRUCTION
Partnership
Partner
James R. King, Sr.
Partner
RALAXMI CONSTRUCTION
Partnership
Partner

to any other mode of service available be deemed to have been served on the OWNER if delivered by hand or sent by prepaid registered post.

11.11 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the OWNER or the said premises or any part thereof to the DEVELOPER or creating any right, title or interest in respect thereof in favour of the DEVELOPER other than exclusive license to the DEVELOPER to commercially exploit the same in terms thereof.

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

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

11.14 The OWNER shall pay and bear all property taxes and other dues and outgoings in respect of the said premises accruing and due as and till the date of execution and registration of the Development Agreement (for the commencement of work at the said premises) with the DEVELOPER.

11.15 The OWNER and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or construed as a joint venture between the OWNER and the DEVELOPER nor shall the OWNER and the DEVELOPER in any manner constitute an association of persons and this Development Agreement and the Power of Attorney can never be cancelled unilaterally and must be cancelled bilaterally if necessary and the Owner or it's member, secretary, president or any other representative or officer alone shall not have the Power or authority to unilaterally cancel this Development Agreement and the Power of Attorney at all.



Janaki Ranga Sanku
PARTNER
RALAXMI CONSTRUCTION

Mani Ravi Babu
PARTNER
RALAXMI CONSTRUCTION

Ramona Sanku
PARTNER
RALAXMI CONSTRUCTION

11.17 The OWNER and the DEVELOPER on mutual consent, will be free and will be entitle to execute and register any deed or document in regard to modification and/or correction and/or modification of the present Deed and shall also be eligible to execute and register any deed for distribution of allocation among the Owner and the Developer however it is obligatory that both the parties to the present Development Agreement must jointly sign and execute such deed on mutual consent and joint assent.

ARTICLE XII - POWER OF ATTORNEY:

12.1 In respect of the Allocation of the Developer, i.e., the Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of its allocated Share of 50% in the Commercial Section and 59% in the Residential Section in respect of the multi-storied building on and over the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVELOPER; to enter into an agreement for sale on behalf of the Executant/Executor of this Power of Attorney being the Owner and execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same & shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed multi-storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to execute the sale deed in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ Executant and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the

General Manager
BD&L Building

RAJAXMI CONSTRUCTION
Partner

RAJAXMI CONSTRUCTION
Partner

consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount in respect of its allocated portion of the proposed multi-storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer in respect of its allocation and remaining amount of the said consideration amount of the remaining shops and offices and 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 incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favour of the buyer in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property.

12.2 In pursuance of this Agreement since one irrevocable Power of Attorney for Development and also for selling the Offices and Shops and Flats and Parking Spaces on behalf of the Owner is required, hence for the said reason the OWNER hereby decided to execute one irrevocable Power of Attorney by virtue of this Agreement itself so that the DEVELOPER may smoothly and uninterruptedly carry on and continue its works and the DEVELOPER will be able to absolutely transfer and sale the residential and commercial units and parking spaces in favour of the Purchaser and execute all required Deed which are necessary for that purpose as the Power of Attorney Holder of the present OWNER. Hence the irrevocable Power of Attorney for Development Purpose, for Selling Purpose as well for other associated and ancillary Purpose is being executed on the following effects;

Janaki Ranjan Sinha
Hony. General Secy.
RAJLAXMI CONSTRUCTION
Partner
Prasanna Kumar
Partner
RAJLAXMI CONSTRUCTION
Roman Bhaiket
Partner

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNER, BURDWAN DISTRICT BUS ASSOCIATION (The Organization is an Association formed under Companies Act, 1956 continued to new amended act the Companies Act, 2013, CIN: U63090WB1954NPL021842) having it's registered office at Court Compound, Bishram Bhaban, P.O. Burdwan, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101, PAN: AACCB3027B, being represented by its Secretary namely **MR. JANAKI RANJAN SINHA**, S/o Late Bhudhar Chandra Singha, by faith- Hindu, by profession - Business, resident of Purbasapally, Ward No. 8, Guskara, Post Office: Guskara, P.S. Aushgram, Dist. Purba Bardhaman, Pin - 713128; PAN: AMTPS1728E; **SEND GREETINGS:-**

WHEREAS the Executant/Executor of this Power of Attorney is the Owner of the immovable properties consisting of plot of land and structure thereon and which is more particularly described in **First Schedule** hereunder written.

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

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




Hony. General Secretary
BDDA, Bhubaneswar

RAJLAXMI CONSTRUCTION


Partner

RAJLAXMI CONSTRUCTION


Partner

Power of Attorney and for the same purpose Executant/Executor of this Power of Attorney being the Owner are hereby executing this Power of Attorney.

AND WHEREAS Executant/Executor of this Power of Attorney being the Owner is currently unable to attain and manage all matters regarding the construction and also regarding the other paper-works due to his health problem and also due other occupations and habitation issues.

AND WHEREAS due to the operational dilemma and other businesses Executant/Executor of this Power of Attorney being the Owner Association's Secretary and other members frequently reside out of the town which clearly disables the Executant/Executor of this Power of Attorney being the Owner from appending it's/his signature to various deeds, documents, consents and other instruments therefore Executant/Executor of this Power of Attorney being the Owner appoint the DEVELOPER namely "**RAJLAXMI CONSTRUCTION**", (a Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at 175, Jagatberh North, P.O: Stripally, P.S. Barddhaman, Dist.Purba Barddhaman, West Bengal, India, Pin - 713103; having PAN: AATFR7329C; being represented by its both Partners namely **1) MR. NARUGOPAL BHAKAT, S/o Late Chand Shankar Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Stripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, Pin - 713103; PAN: ADGPB5297F; and 2) MRS. PURNIMA BHAKAT, W/o Mr. Narugopal Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Stripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, Pin - 713103; PAN: AUMPB9646D**; as the attorney or agent of the Executant / Executor of this Power of Attorney being the Owner with full power to construct proposed new building/apartments by developing the same in the **First Schedule** mentioned land and thereafter stated on the behalf of the Executant/Executor of this Power of Attorney being the Owner and in the names of the Executant/Executor of this Power of Attorney being the Owner and which the said attorney have agreed to do and the

Janaki Ranjan Sinha
Hons. General Secy
UIDA, Burdwan

RAJLAXMI CONSTRUCTION

Naru K. Das Bhunia

Partner

RAJLAXMI CONSTRUCTION

Purnima Bhakat

Partner

same hereby been executed in regard to the terms to which Executant/Executor of this Power of Attorney being the Owner agreed upon as per the Agreement for Development

NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTANT / EXECUTOR OF THIS POWER OF ATTORNEY BEING THE OWNER NAMELY: BURDWAN DISTRICT BUS ASSOCIATION (The Organization is an Association formed under Companies Act, 1956 continued to new amended act the Companies Act, 2013, CIN: U63090WB1954NPL021842) having it's registered office at Court Compound, Bishram Bahan, P.O. Burdwan, P.S. Bardhaman Sodar, Dist. Purba Bardhaman, Pin-713101, PAN: AACCB3027B, being represented by its Secretary namely **MR. JANAKI RANJAN SINHA**, S/o Late Bhudhar Chandra Singha, by faith- Hindu, by profession - Business, resident of Purbasapally, Ward No. 8, Guskara, Post Office: Guskara, P.S. Aushgram, Dist. Purba Bardhaman, Pin - 713128; PAN: AMTPS1728E; do hereby nominate constitute and appoint "**RAJLAXMI CONSTRUCTION**", (a Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at 175, Jagatberh North, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, West Bengal, India, Pin - 713103; having PAN: AATFR7329C; being represented by its both Partners namely **1) MR. NARUGOPAL BHAKAT**, S/o Late Chand Shankar Bhakat, by faith- Hindu, by profession - Business, resident of Sodarghat, Purotan Bazar, Post Office: Sripally, P.S. Bardhaman Sodar, Dist. Purba Bardhaman, Pin - 713103; PAN: ADGPBS297F; and **2) MRS. PURNIMA BHAKAT**, w/o Mr. Narugopal Bhakat, by faith- Hindu, by profession - Business, resident of Sodarghat, Purotan Bazar, Post Office: Sripally, P.S. Bardhaman Sodar, Dist. Purba Bardhaman, Pin - 713103; PAN: **AUMPB9646D**; to be it's true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on behalf of it and in it's name viz

Janaki Ranjan Singh
Sole Proprietor
RAJLAXMI CONSTRUCTION

RAJLAXMI CONSTRUCTION

Prasanna Kumar Bhanu
Partner

RAJLAXMI CONSTRUCTION

Prasanna Kumar Bhanu
Partner

1. To work, manage, control and supervise the management of all and administer the properties of the Executant/Executor of this Power of Attorney being the Owner as mentioned in below.
2. To sign all letters (including the written consent of the Executant/Executor of this Power of Attorney being the Owner to the developer or prospective buyers or agreements with such prospective buyers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executant/Executor of this Power of Attorney being the Owner, assurances or any other instruments requiring the signature of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the Owner and to sign on giving acknowledgements receipt on behalf of the Executant/Executor 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 Executant/Executor 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 Executant/Executor of this Power of Attorney being the Owner, assurances or any other instrument requiring the signature of the Executant/Executor of this Power of Attorney being the Owner before the Registrar, Notary, Oath, Commissioner or other public authorities as if the same was duly executed by the Executant/Executor 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

Janaki Ranjan Singh

11/11/2024, 10:00 AM
30/11/2024

RAJLAXMI CONSTRUCTION

Narain Chandra Bhandari

Partner

RAJLAXMI CONSTRUCTION

Purnima Bhukta

Partner

expedient if such registration or presentation shall be necessary as fully and effectually as could be done by the Executant/Executor 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 Executant/Executor of this Power of Attorney being the Owner, assurances or any other instrument requiring the signature of the Executant/Executor of this Power of Attorney being the Owner and signed by them under these presents and hand over the same for safe custody.

6. To present the Executant/Executor 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 Executant/Executor of this Power of Attorney being the Owner for the purpose of conducting the litigations, If any, as the said attorney of the Executant/Executor 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 purpose 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

Janaki Rajiv Sinha
Hony. General Secretary
BDBA, Bhubaneswar

RAJLAXMI CONSTRUCTION
Vandana Bhunia
Partner

RAJLAXMI CONSTRUCTION
Purnima Bhakat
Partner

Executant/Executor 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 Executant/Executor 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.

9. To ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executant/Executor 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 Executant/Executor 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 Executant/Executor 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 Executant/Executor of this Power of Attorney being the Owner shall be construed as being signed and/or executed by the Executant/Executor 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 Executant/Executor of this Power of Attorney being the Owner.

Janaki Ranjan Singh
Hony. General
DDBA, Burdwan

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Manoj Kumar Bhunia
Partner

RAJLAXMI CONSTRUCTION

Promila Shukla
Partner

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, charge, 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 pledge, mortgage, hypothecate or charge or concur in pledging hypothecating or charging with, to or in favour of any Bank or Banks or any other financial institutions, body subject to such condition as the Attorney may think fit and for that purpose to sign execute and deliver all necessary instruments and deed of mortgage, charge, encumbrance, hypothecation, pawn, pledge, lien and trust receipt and to receive the consideration money or otherwise for such mortgage, charge, hypothecation, pawn, pledge, lien and the like
14. To prepare building plan, design work and to put signature on behalf of the Executant/Executor of this Power of Attorney being the Owner as the lawful attorney of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the Owner and on behalf of the Executant/Executor 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 the same from the said Burdwan

Jyoti Prakash Sinha
Partner

RAJLAXMI CONSTRUCTION
Narain Prasad Bhowmik
Partner

RAJLAXMI CONSTRUCTION
Romim Shukla
Partner

Municipality or any other competent authority against acknowledgement receipt on behalf of the Executant/Executor of this Power of Attorney being the Owner as the lawful attorney of the Executant/Executor of this Power of Attorney being the Owner.

15. To appear for and on behalf of the Executant/Executor of this Power of Attorney being the Owner in office of the WBSEDCL, West Bengal Electricity Supply, Burdwan Municipality or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.

16. To sign, execute and verify and file all plaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the Executant/Executor of this Power of Attorney being the Owner. And the Executant/Executor of this Power of Attorney being the Owner do hereby ratify, agree and undertake to ratify and conform all acts deeds the attorney of the Executant/Executor of this Power of Attorney being the Owner shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.

17. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.

18. To appoint an architect and to get the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities concerned in respect of the proposed building.
19. To make necessary applications and signed all papers, to appear before the Burdwan Municipality, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities.
20. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of Office and Shops and Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of Ingress and egress and other necessary facilities and amenities as per the sanctioned plans and according to specifications & other requirements of the Burdwan Municipality and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.
21. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
22. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
23. To pay any deposit and pay moneys required to be deposited with the Burdwan Municipality and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
24. To pay all the taxes to the concern authority relating to the said property until the completion of the buildings.

Janakli Ranjita Sinha
 Engr. General Secy.
 3054, Burdwan

RAJLAXMI CONSTRUCTION

Narayan Chandra
 Partner

RAJLAXMI CONSTRUCTION

Promila Bhukta
 Partner

Janakshi Ranjan Saini

Hony. General Secretary
BDBA, Bhubaneswar

RAJLAXMI CONSTRUCTION

Narayan Bhandari

Partner

RAJLAXMI CONSTRUCTION

Rohini Shukla

Partner

25. To file or defend any suit on behalf of the Executant/Executor of this Power of Attorney being the Owner regarding the **First Schedule** mentioned property and sign, verify plaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executant/Executor of this Power of Attorney being the Owner.
26. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
27. To compromise, compound or withdraw cases or to confess judgment and to refer case to Arbitration.
28. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
29. To accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
30. To apply for the inspection of and to inspect any Judicial Records any records of any office or offices.
31. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executant/Executor of this Power of Attorney being the Owner are or may be party or any way interested.

Jenabhai Ranjan Set
Joint General Secretary
DADA Bhawan

RAJLAXMI CONSTRUCTION
Narender Sharma
Partner

RAJLAXMI CONSTRUCTION
Purnima Shukla
Partner

32. To negotiate for sale of the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount in respect of the Owner's and also the Developer's Allocation.

33. To negotiate for sale of the Shops and Offices and Flat(s)/Residential Unit(s) and Parking Space(s) in the multi-storeyed commercial and residential building inclusive of Shops/Offices/Commercial Units and Flats/Residential Units and Car Parking Spaces on **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount on behalf of the OWNER in respect of the Owner's Allocation as well as of the Developer's Allocation and to keep and retain the said amount to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNER.

34. To execute, sign and enter into an agreement for sale on behalf of the Executant/Executor of this Power of Attorney being the OWNER in respect of the Owner's Allocation as well as of the Developer's Allocation and execute the agreement for sale by receiving the advance amount in respect of the Owner's Allocation as well as of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Owner's Allocation as well as of the Developer's Allocation and to receive the consideration amount on behalf of the OWNER in respect of the Owner's Allocation as well as of the Developer's Allocation and to keep and retain the said amount to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNER.

35. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the entire project or any flat or shop or parking space including the Owner's Allocation as well as of the Developer's Allocation and to receive consideration from them in respect of the

Jayant Rai Singh

Hon. General Secretary
HDA, Bhubaneswar

RAILAXMI CONSTRUCTION

Arjun Kumar Bhakat
Partner

RAILAXMI CONSTRUCTION

Arjun Kumar Bhakat
Partner

Owner's Allocation as well as of the Developer's Allocation 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/Executant in respect of the Owner's 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 keep and retain the said amount to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNER.

36. To receive the entire amount of the consideration amount directly from the Purchaser(s) and/or from any Financial Institution and/or Bank and/or Investor (individual or Juristic Entity) for selling of the flats and parking spaces from the all purchasers and to receive the consideration amount on behalf of the OWNER in respect of their allocation and to keep and retain the said amount to reimburse and to make adjustment 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.

37. To Sign, Execute, Present and Register the Agreement for Sale Deed and/or also to Sign, Execute, Present and Register Sale Deed in favour of the prospective purchasers on behalf of the Executor of this Power of Attorney Deed i.e., the OWNER, in respect of the OWNER'S ALLOCATION and also DEVELOPER'S ALLOCATION in any Registration Office by representing the OWNER and by signing on their behalf and by admitting any document and deed on their behalf and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof

Jehankar Pravin Singh
Hons. General Manager
HDLK, Gandhinagar

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Narender Prasad Bhanu
Partner

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Ronima Shekar
Partner

on behalf of the Owner/Executant 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 keep and retain the said amount to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNER.

38. To deliver the possession in favour of the buyer on behalf of the Executant/Executor of this Power of Attorney being the Owner.

39. To execute, sign and enter into Lease Agreement or Agreement for Lease or Sign Letter of Intent or Sign and Execute any type of Memorandum of Understanding or Agreement or any type of Tenancy Agreement or Rent Agreement on behalf of the Executant/Executor of this Power of Attorney being the OWNER in respect of the Owner's Allocation as well as of the Developer's Allocation and execute the Lease Agreement or Agreement for Lease or Sign Letter of Intent or Sign and Execute any type of Memorandum of Understanding or Agreement or any type of Tenancy Agreement or Rent Agreement by receiving the Security Deposit amount and also the monthly, or quarterly or half yearly or yearly rent and also by receiving the Minimum Guaranteed Rent along with Revenue Share perpetually in respect of the Owner's Allocation as well as of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Owner's Allocation as well as of the Developer's Allocation and to receive the Security Deposit amount and also the monthly or quarterly or half yearly or yearly rent and also by receiving the Minimum Guaranteed Rent along with Revenue Share permanently and continuously on behalf of the OWNER in respect of the Owner's Allocation as well as of the Developer's Allocation and to keep and retain the said amounts to

Jenakeri Ranjan Sahu

Hony. General Secretary
BDA, Bhubaneswar

RAJLAXMI CONSTRUCTION

Narayan Kumar

Partner

RAJLAXMI CONSTRUCTION

Rishabh Kumar

Partner

reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNER and to adjust and reimburse the cost of construction.

40. To the intent as above, the Executant, the above named principal hereby agree and undertake to confirm and ratify all and whatever acts, deeds and things the DEVELOPER cum Attorney shall do or cause to be done by virtue of the power and liabilities conferred on it by these presents and will not cause or initiate to revoke and will not revoke this power of attorney and will not revoke any power of this Instrument and will not cancel this Instrument until the tenure of the Development Agreement is completed.

41. Generally to Act as the Attorney or Agent of the Executant/Executor of this Power of Attorney being the OWNER in relation to the matter aforesaid and all other matters in which the Executant/Executor of this Power of Attorney being the OWNER may be interested or concerned and on behalf of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNER and/or themselves to do if personally present

ARTICLE XIII - DISPUTE SETTLEMENT AND ARBITRATION:

- 13.1 In case of any dispute, difference or question arising between the parties with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement and touching the same in these presents or any term or condition herein contained and/or relating to interpretation hereof shall be firstly be referred to amicable settlement before the Legal Committee consisting of 3 (Three) Advocates of the Owner namely Ld. Advocate Mathura Mohan Goswami, Ld.

Janaki Rajin Sarda
Hon'y. General Secretary
BDDA, Bhubaneswar

RAJLAXMI CONSTRUCTION
Narayan Prasad
Partner

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Romona Bhakat
Partner

Advocate Rabinranath Mondal and Ld. Advocate Samir Chowdhury or in any of their or all of their absence any other Advocate appointed by the Owner to substitute them for mutual settlement and if no settlement and if no fruitful result or no mutual dispute resolution comes out from such mutual settlement session within 1 (One) Month from the date of such initiation of the Mutual Settlement by the Legal Committee, then the dispute shall be may be referred to the Arbitration under the sole Arbitrator appointed on mutual consent by the parties and in absence the said mutual consent or uniform decision, the said Arbitrator will be appointed by the Hon'ble Court having Jurisdiction on and over the said matter and the venue of the arbitration shall be at the Chamber/Office of the said Arbitrator at Burdwan having the jurisdiction at Burdwan and shall be proceeded and dealt in accordance with the Arbitration and Conciliation Act as amended from time to time and the parties have agreed that the sole Arbitrator shall have summary powers and may make and publish interim orders and final orders and awards and/or non-speaking awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and binding upon the parties hereof as agreed.

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 **OWNER**, the **DEVELOPER** is annexed herewith in separate sheets, which will be treated as the part of this Deed.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Property Details)

ALL THAT PIECE AND PARCEL OF THE VACANT LAND comprising in R.S. Kharian No. 472 & 559 comprising in R.S. Plot No. 544, 545, 546, 547, 548 and appertaining to

Janaki Ranjan Singh
Hony. General Secretary,
BDBA, Bardwan

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Narayan Kumar
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Jaymin Bhakat
Partner

present L.R. Khatian No. 740/11 comprising in L.R. Plot No. 1660 of classified as "Commercial Bastu" Class of Land and to be used as Bastu and Commercial Class of Land within the Ichlabad Mouza, J.L. No. 75, situated within the jurisdiction of Burdwan Municipality of Ward No. 10 under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at Burdwan and total Developable Land is 3394.324 Square Meters of Land being 50.7447 Kathas of Land [and the said property is demarcated and specifically portrayed in the Annexed Map attached] out of total 1.10 Acres of Land i.e., the **TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT** is measuring 3394.324 Square Meters (A Little More or Less) i.e., 50.7447 Kathas (A Little More or Less) which is specifically demarcated and properly delineated and bordered in Red Color in the Annexed Map attached.

AND THE SAID PREMISES IS BUTTED AND BOUNDED BY.

On the North: Owner's Residual Open Land and Property of Others,
On the South: C.T. Road,
On the East: Property of Others,
On the West: Part of Other Property;

The Property is having Holding No. "122/1" of Ward No. 10, Mahalla - Ichlabazar within the limit of Burdwan Municipality.

Revenue payable to the State of West Bengal through B.L & L.R.O., Burdwan-1.

TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT:-
3394.324 Square Meters (A Little More or Less) i.e., 50.7447 Kathas (A Little More or Less) which is specifically demarcated and properly delineated and bordered in Red Color in the Annexed Map attached.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Details of Payment System of Agreed Adjustable Amount)

1. Till the Date of Execution and Registration of this Indenture in different Installments- Rs. 2,01,00,000/- (Rupees Two Crore One Lakh Only).

Jenakeri Rajan Singh
Joint General Secretary
RADA, Bangalore

RAJLAXMI CONSTRUCTION

Pravin K. Bhat
Partner

RAJLAXMI CONSTRUCTION

Purnima Bhat
Partner

2. During Continuance of the Project in Different Installments as per the convenience of the Developer:- Rs. 11,11,33,250/- (Rupees Eleven Crore Eleven Lakhs Thirty Three Thousand Two Hundred Fifty Only).

Total Agreed Adjustable Amount:- Rs. 13,12,33,250/- (Rupees Thirteen Crore Twelve Lakhs Thirty Three Thousand Two Hundred Fifty Only)

(Note: The Adjustable Amount and Adjustable Advance Money will be adjusted in favour of the Developer from the Allocation of the Owner at the time of Booking and Selling of Shops/Offices/Flat/Parking Space and Registration of Shops/Offices/Flat/Car Parking Spaces/Garages)

THE THIRD SCHEDULE ABOVE REFERRED TO

(Construction of Flat, Shops, Office and Building Details)

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

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 for All room, Balcony, Hall, Kitchen, Bath/Toilet, Lobby, Floor Passage, Stairs and also for the Commercial Section.

SKIRTING AND DADO:- 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.



Jnanaki Ranjan Sinha
Hony. General Secretary
BDRM, Bhubaneswar

RAJLAXMI CONSTRUCTION

Harsh Patel Bhunia
Partner

RAJLAXMI CONSTRUCTION

Ranima Dhakat
Partner

WOODWORK AND JOINERY:- Artificial or Original or Malaysian Wood or

equivalent section for Door frame, Thick solid core Flush door or Metal Shutter or Grilled or Metal Gate. Main Door shutter for the Commercial Section will be made of quality Flush door or Metal Shutter or Grilled or Metal Gate.

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. In Flat The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:-

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

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

HARDWARE FITTINGS AND FIXTURES:- In Residential Section all the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like.

In Commercial Section all the Hardware Fittings will be of aluminium. If there are any internal doors in the commercial units then such will have all the necessary locking arrangements. The Metal Shutter may be fixed as the main entrance to each Office/Shop.

Janaki Ranjan Sinha
Dy. General Secretary
RCC, Bhubaneswar

RAJLAXMI CONSTRUCTION
Manoj Kumar Bhanu
Partner

RAJLAXMI CONSTRUCTION
Pratima Shukla
Partner

ELECTRICAL WORKS:-

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

RESIDENTIAL SECTION:-

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

Living Room cum Dining 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.

COMMERCIAL SECTION:-

All the electrical lines will be concealed with copper wires with PVC conduit. Each Shopping cum Commercial Zone cum Area and/or Shop/Office/Commercial Unit will have required numbers of light points, Plug points, Fan Points and if necessary with AC Point and other Points as per the Requirement of the Purchaser.



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

Janaki Ranjan Singh

Hony. General Secretary
IITDA, Guwahati

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Nandu Prat Bhunia

Partner

RAJLAXMI CONSTRUCTION

Junior Bhunia

Partner

separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

In the Commercial Section the drainage line will be connected to the existing sewer line through the Master trap. Each Shopping cum Commercial Zone cum Area and/or Shop/Office/Commercial Unit have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

TOILET FITTINGS & FIXTURES: Each toilet will be provided with one shower,

one Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of Tiles or marble. One basin with tap will be installed at Dining Hall in residential section.

In Commercial Area toilet will be common unless and otherwise requested or asked by the Shop/Office Purchaser and the common toilet will be provided with Indian, Pan or European commode. Necessary taps will be provided in the toilets and the floor will be of Anti Skid Tiles (Marbles to be given only as per specific request and extra price). One basin with tap will be installed at Toilet.

KITCHEN SPACE:-

In residential Section each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

Jamaki Ranjan Sinha
Rajalaxmi Construction
5281, Acharya

RAJALAXMI CONSTRUCTION
Natun Pal Sharma
Partner

RAJALAXMI CONSTRUCTION
Purnima Shukla
Partner

In Commercial Section at the request and demand of the Office/Shop Purchasers and with extra price pantry space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:- P.V.C. or Concrete (for Residential Section) and P.V.C. or Concrete (for Commercial Section).

ADDITIONAL WORK:- Any extra additional work done by the Developer, at the request of the OWNERS and/or PURCHASERS shall be charged extra at market rate and the OWNERS and/or PURCHASERS shall have to pay cost of those extra additional works executed by the Developer additionally.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Facilities and Common Parts)

1. Entrance and Exits to the Premises,
2. Stair Cases,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floors of the New Building,
5. Passage for Entrance,
6. Passage In between different blocks,
7. Pump (Deep Tube Well of adequate capacity to ensure round the clock),
8. Electric Meter & Electric Meter Space,
9. Electric/Utility room, Water Pump room, Generator Room (If any),
10. Septic Tanks,
11. Boundary Walls with Entrance Gate,
12. Underground water reservoirs (If any),

Jenaka Ramjan Sarda

Hony. General Secretary
EDRA Building

RAJAXMI CONSTRUCTION

Vasudeva Sharma
Partner

RAJAXMI CONSTRUCTION

Purnima Bhatnagar
Partner

13. Overhead Water Tank,
14. Transformer and space (if any),
15. Lift/s (if any),
16. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use),
17. Lighting of the Common Portions.
18. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
19. 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).
20. 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 OWNER, 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 January, 2024.**

Receipt

The **OWNER** hereby doth admit and confirm about **RECEIPT** and **RECEIVING** of and from the within named **DEVELOPER** the sum of total **Rs. 2,01,00,000/- (Rupees Two Crore One Lakh Only)** which has been paid by the **DEVELOPER** till date for Development between **DEVELOPER** and the **OWNER**.



[This Deed is prepared on 1 (One) Stamp Paper, 66 (Sixty Six) Legal Papers and 1 (One) Legal Paper containing the Finger Prints and Photos of the Parties and 1 (One) Map i.e. this Deed is prepared on and upon total 69 (Sixty Nine) Pages].

WITNESSES:-

1. S/K. Salil
S/O-SK. Mersed
Nerodighi, Burdwan
Purba Bardhaman
713101.

Gunaki Ranjan Saha
Honor. General Secretary
GDHA, Burdwan

SEAL & SIGNATURE OF THE OWNER

2. Mr. Jalis
No. Mr. Mersed
Nerodighi, Burdwan
Purba Bardhaman
713101.

1. RALLAXMI CONSTRUCTION
Manoj Kumar Bhaudary
Partner














3. Dhruvapada Subudhi
S/O-Anadi Ganon Subudhi
Vill-Ho. Mirzapur
Dist-Faridkot
Pin-713103

2. RALLAXMI CONSTRUCTION
Ramesh Chandra
Partner

SEAL & SIGNATURES OF THE DEVELOPER














Drafted by me & signed in my Office

Rajdeep Goswami
Rajdeep Goswami
Advocate
Burdwan Dist. Judges Court
Enrollment No. WB/1989/2011

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

SIGNATURE *Janaki Ranjan Saha*



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

SIGNATURE *Nava Ranjan Saha*
 RALAXMI CONSTRUCTION
 Partner



Right Hand Impression		Left Hand Impression				
						
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		Thumb	Index	Middle	Ring	Little

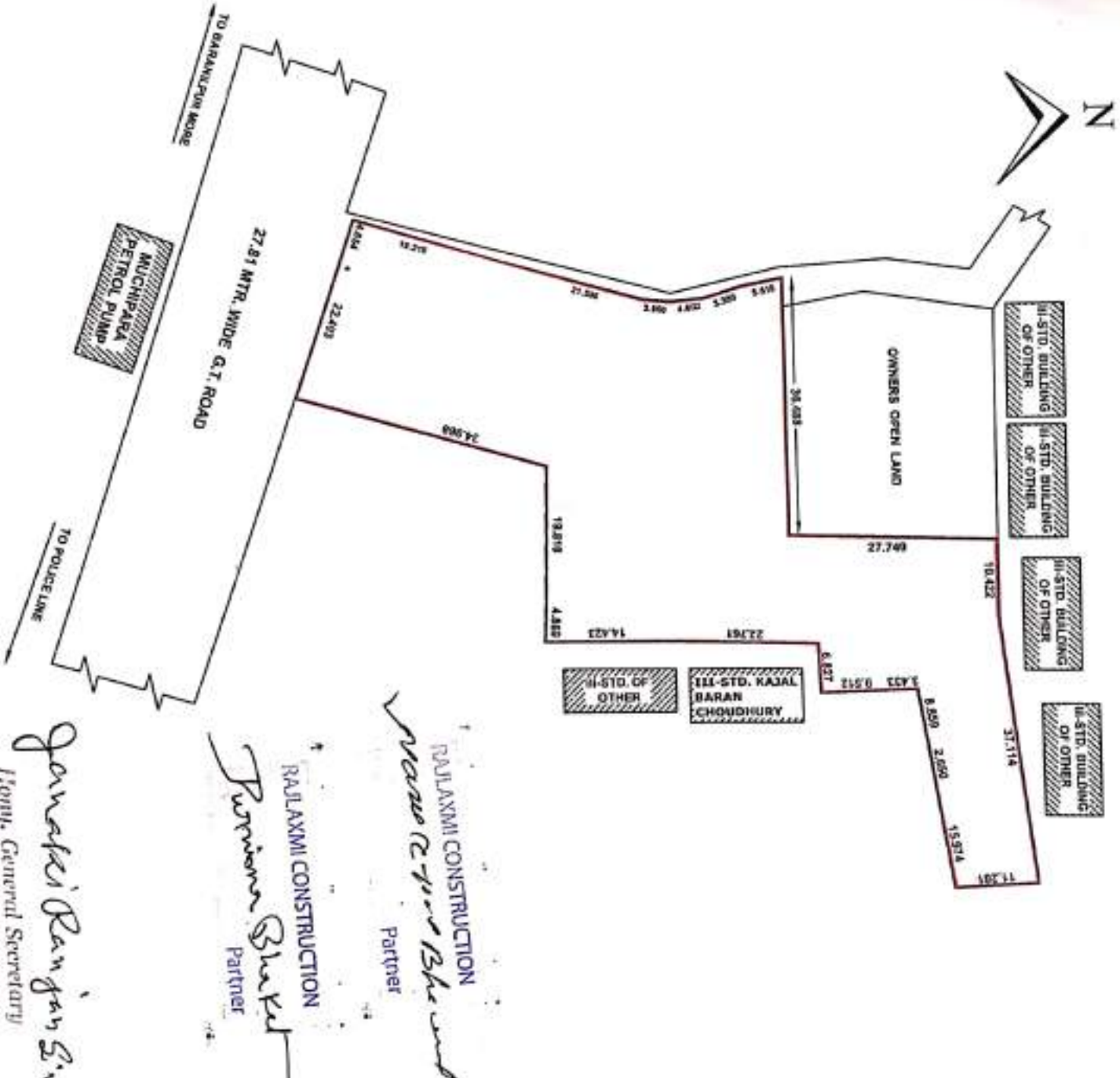


SIGNATURE *Ralaxmi Construction*
 RALAXMI CONSTRUCTION
 Partner

THE DEVELOPMENT AGREEMENT & POWER OF ATTORNEY MADE INFAVOUR OF "RAJLAXMI CONSTRUCTION"
 (A PARTNERSHIP FIRM HAVING BEEN INCORPORATED UNDER THE PARTNERSHIP ACT, 1932) HAVING ITS
 REGD. OFFICE AT 175, JAGATBERH NORTH, P.O. - SRIPALLY, P.S. - BURDWAN, DIST. - PURBA BARDHAMAN, PIN-
 713103.
 RELATING TO MOUZA-ICHLABAD, J.L. NO-75, P.S-BURDWAN, DIST. -PURBA BARDHAMAN, OF R.S PLOT NO - 544,
 545, 546 & 548, R.S KH. NO-472, 559, L.R PLOT NO-1660, L.R KH. NO-740/11, CLASSIFICATION-COMMERCIAL BASTU
 TOTAL DEVELOPPABLE LAND IS 3394.324 SQUARE METERS OR 50.7447 KATHAS.

DEVELOPPABLE AREA SHOWING IN COLOUR :-

SCALE :- 64"=1"(INCH)



Rajlaxmi Construction
 RAJLAXMI CONSTRUCTION
 Partner

Purnima Bhakti
 RAJLAXMI CONSTRUCTION
 Partner

Janaki Ranjan Sin
 Tony, General Secretary/
 BDBA, Burdwan

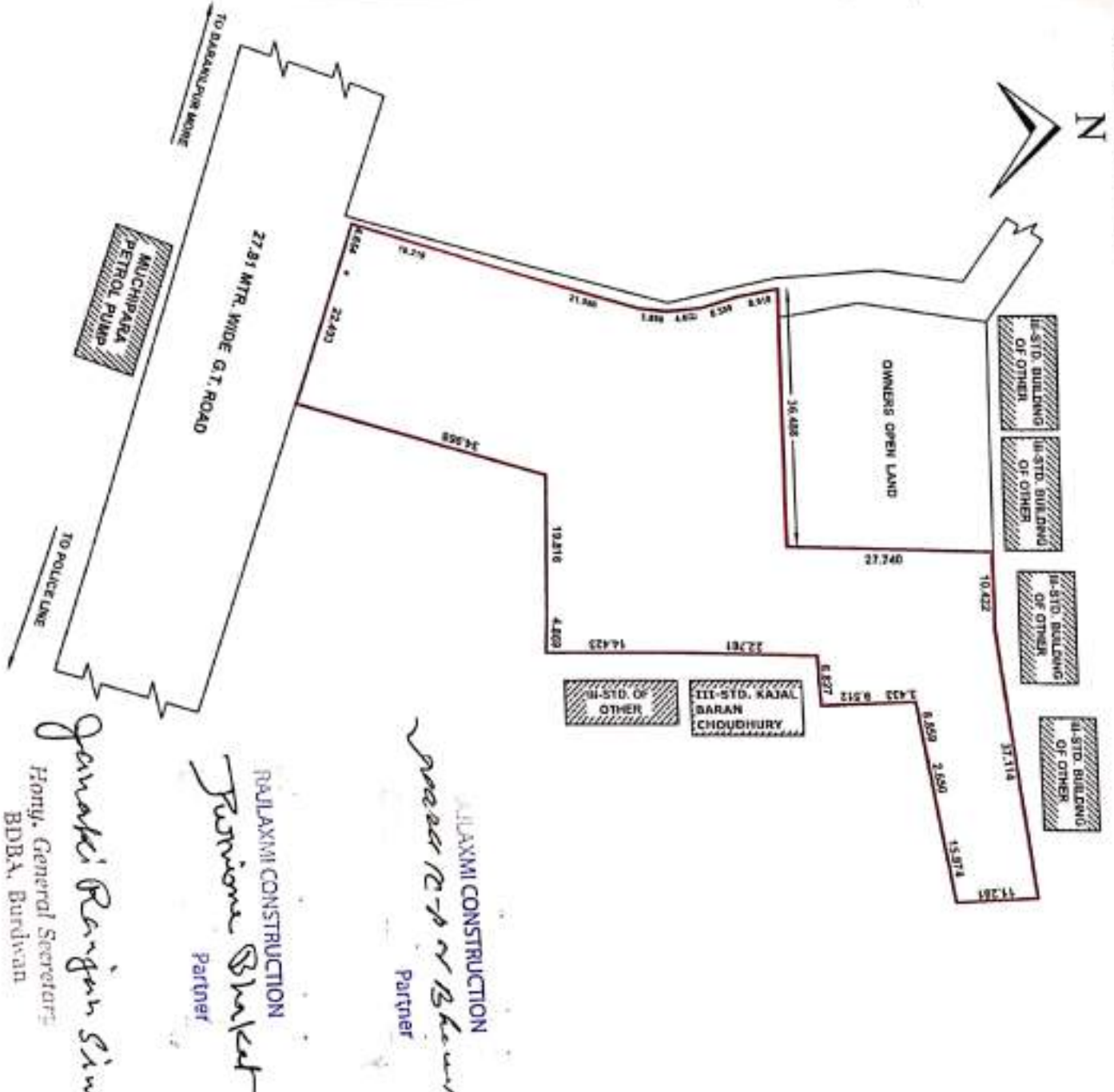
[Signature]
 DRAWN BY

SIGNATURE

THE DEVELOPMENT AGREEMENT & POWER OF ATTORNEY MADE INFAVOUR OF "RAJLAXMI CONSTRUCTION"
 A PARTNERSHIP FIRM HAVING BEEN INCORPORATED UNDER THE PARTNERSHIP ACT, 1932 (HAVING ITS
 REGD. OFFICE AT 175, JAGATBERH NORTH, P.O - SRIPALLY, P.S - BURDWAN, DIST. - PURBA BARDHAMAN, PIN-
 713103.
 RELATING TO MOUZA-ICHLABAD, JL NO-75, P.S-BURDWAN, DIST. -PURBA BARDHAMAN, OF R.S PLOT NO - 544,
 545, 546 & 548, R.S KH. NO-472, 559, L.R PLOT NO-1650, L.R KH. NO-740/11, CLASSIFICATION-COMMERCIAL BASTU
 TOTAL DEVELOPABLE LAND IS 3394.324 SQUARE METERS OR 50.7447 KATHAS.

DEVELOPABLE AREA SHOWING IN COLOUR :-

SCALE :- 64"=1" (INCH)



Rajlaxmi Construction
 Rajlaxmi Construction
 Partner

Rajlaxmi Construction
 Rajlaxmi Construction
 Partner

Janaki Ranjan Sinha
 Hon'g. General Secretary
 BDBA, Burdwan

[Signature]
 DRAWN BY

SIGNATURE

श्रीलक्ष्मी विभाग
INDIAN TAX DEPARTMENT
MALAXMI CONSTRUCTION

भारत सरकार
GOVT. OF INDIA

17/03/2014
Permanent Account Number
AATFR7329C

9122201

...कृपया इसे सही/सही से प्रेषित करने से/सेवाएं
...अपने बैंक खाते, एच.ए.ए.ए.ए.
...कोटे नं. 341, एच.ए.ए.ए.ए.
...अपने बैंक, एच.ए.ए.ए.ए.ए.
...एच.ए.ए.ए.ए.ए.

...कृपया इसे सही/सही से प्रेषित करने से/सेवाएं
...अपने बैंक खाते, एच.ए.ए.ए.ए.
...कोटे नं. 341, एच.ए.ए.ए.ए.
...अपने बैंक, एच.ए.ए.ए.ए.ए.
...एच.ए.ए.ए.ए.ए.

MALAXMI CONSTRUCTION
Waseem per Bhasini
Partner

MALAXMI CONSTRUCTION
Pravin Sharma
Partner

Permanent Account Number

ADGPB5297F



NAME
NARUGOPAL BHAKAT

FATHER'S NAME
CHANDI SANKAR BHAKAT

DATE OF BIRTH
15-06-1975

SIGNATURE
Naru K-poo Bhakat

OFFICE
COMMISSIONER OF INCOME TAX, W.D. - II

For valid use of this card the user must carry
with them all the original documents / copies of
documents mentioned above,
and
visit
office - 700 050,
in case this card is lost/damaged/lost/damaged to
the issuing authority.
Assistant Commissioner of Income Tax,
P.O.,
Chowdhanpur Bazaar,
Calcutta - 700 050.

Naru K-poo Bhakat



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भारत सरकार
Government of India

पुनर्वसन
PUNARVAN
पुनर्वसन / पुनर्वसन
पुनर्वसन / पुनर्वसन

2962 3865 0654



पुनर्वसन - माधवराज भागवत अधिकारी

Purnima Bhaskar

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पुनर्वसन
पुनर्वसन / पुनर्वसन
पुनर्वसन / पुनर्वसन
पुनर्वसन / पुनर्वसन
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पुनर्वसन / पुनर्वसन

2962 3865 0654

पुनर्वसन - माधवराज भागवत अधिकारी


ভারত সরকার
 Government of India

চক্রে শাহিন
 SK SAHL
 Pan: SK 020011
 Father: SK MORSIED

ডায়ালিউশন: 15021937
 গণ / N/A

4603 7273 7204



সরকার - সাধারণ মানুষের অধিকার


Unique Identification Authority of India

ডায়ালিউশন: 15021937
 গণ / N/A

Address: NERODIGHI,
 Rajar, Bardhaman,
 Bardhaman, West Bengal,
 713101

4603 7273 7204



1800 300 1477

Sk. Sahil



संज्ञक संख्या / PERMANENT ACCOUNT NUMBER

AMTPS1728E

संज्ञक नाम

JANAKI RAJAN SINHA

पिता या माता का नाम

BHUPHAR CHANDRA SINHA

संज्ञक संख्या / DATE OF BIRTH

30-05-1958

PK Sinha

संज्ञक संख्या / S.I. No.

COMMISSIONER OF INCOME TAX, W.B. - 81

संज्ञक संख्या / SIGNATURE



Janaki Rajan Sinha



ভারত সরকার

Government of India



স্বাক্ষরকারী

Janaki Ranjan Sinha

পিতা : ব্রজেন চন্দ্র

Father : Bhudhar Chandra Sinha

স্বাক্ষর / DOB : 2009/10/28

লিঙ্গ / Male

9443 1023 7482



আধার - সাধারণ মানুষের অধিকার



Unique Identification Authority of India

ডেরা : 147007/0000
উত্তর চব্বত, বঙ্গ
৭৫০ ১০০০

Address: SK PURUSHA
PALLIRI ROAD, Ashram
Gundlupeta, Bandaruwanu Ward
Bengal, 713128

9443 1023 7482



**Proceedings of the Executive Meeting of BDBA held on 26.12.2023
at 3.00 PM at the Bishram Bhaban Meeting Hall of BDBA**

Sri Tapan Kumar Dey, the Acting President of Burdwan District Bus Association
(hereinafter called BDBA), took the Chair and the Meeting was called to Order.

The meeting proceeded agenda wise:

“The Explanatory Statement U/S 173(2) of the Companies Act, 1956 which had already been sent before all the qualified members of the Association, was read over thus;

“To consider and approve the proposed resolution either in the same manner or in any other manner as may be proposed by the members of the Company”.

“Resolved that there is a large portion of land comprising in R.S. Khatian No. 472 & 559 comprising in R.S. Plot No. 544, 545, 546, 547, 548 and appertaining to present L.R. Khatian No. 740/11 comprising in L.R. Plot No. 1660 which is to be used as Commercial Bastu Class of Land within the Ichhabad Mouza, J.L. No. 75, total measuring 1.10 Acre i.e., 110 Decimals i.e., 66.67 Kathas situated within the jurisdiction of Burdwan Municipality of Ward No. 10 under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at Burdwan measuring 3394.324 Square Meters (A Little More or Less) i.e., 50.7447 Kathas (A Little More or Less) out of the said total area of Land measuring 1.10 Acres (a little more or less) or 110 Decimals (a little more or less) or 66.67 Kathas of Land (a more or less) is lying vacant in the name of the Association in respect of which the Association is the Legal Owner and Rightful Possessor.

**“The Board of Association and the members of the Association in their report has already explained the present unmaintained position of the Land; Members have now requested to their opinion regarding the Sale/Transfer/any other arrangement of the said Land of the Association”

The Report of the Executive Committee was also placed before the members wherein the Directors expressed their anxiety of non-maintenance of the Land and it's safety and security as the risk factor for protection of the property and welfare of the Association at large in terms of preservation of the said property.

“Resolved unanimously to open a registered office at Burdwan, the Association decided to construct of multistoried commercial/shopping complex cum residential complex cum inclusive of Shops and Offices and Flats/Residential Units and Car Parking Spaces by constructing building and to develop the premises i.e., the said land and the said land is not being looked after by the Association due to it's operational uncertainty in the City of Burdwan and other requirement and dilemma and the Association also realized that if the property remains vacant and unmaintained for prolonged period of time then the security and safety of the property may be jeopardized and thereby the Association has taken decision to develop the property and to construct of Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the land measuring 3394.324 Square Meters (A Little More or Less) i.e., 50.7447 Kathas (A Little More or Less) out of the said total area of Land measuring 1.10 Acres (a little more or less) or 110 Decimals (a little more or less) or 66.67 Kathas of Land (a more or less) and to transfer the said units to prospective purchasers in lieu of consideration price and to intending tenants/lessees in lieu of Rent cum Minimum Guarantee and Advanced Security Deposit along with Revenue Share (if applicable).”

It is pointed by the Hon'ble General Secretary of the Burdwan District Bus Association namely Mr. Janaki Ranjan Sinha present in the Meeting that the Burdwan District Bus Association neither has the experience nor has the soundness of knowledge in respect of the technique of promoting and development of land and also nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces cum housing and commercial complex by erecting multistoried building/buildings being the Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces and for such a reputed and well known and diligent Developer cum Promoter must be contacted and appointed for such Development and Promoting of the said Landed Property.

The Hon'ble General Secretary of the Burdwan District Bus Association namely Mr. Janaki Ranjan Sinha has further informed that the earlier Developer namely Rajlaxmi Construction (A Partnership Firm) having more experience, knowledge and skill to develop the same and hence that firm should be contracted and appointed as the Developer for construction of Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces.

The Hon'ble General Secretary of the Burdwan District Bus Association namely Mr. Janaki Ranjan Sinha wanted to know the suggestions/views of the members. The Majority of the members present in the meeting whose attendance has duly been noted in the attendance sheet expressed their affirmative views and consents and assents by showing hands in favour of the proposal of the Hon'ble General Secretary of the Burdwan District Bus Association namely Mr. Janaki Ranjan Sinha on condition that the Association must have and hold certain allocation in the said Developed Property either in terms of monetary share or in terms of physical allotment with the provision to generate the recurring income and in case of both, the physical allocation will be reduced and adjusted to reimburse the monetary allocation and the rest quantum of allocation must be given to the Developer with absolute power to adjust, reimburse, indemnify the cost of construction and profit of the Developer.

After prolonged Discussion the following Resolutions were adopted unanimously in Executive Meeting dated 26.12.2023:-

****Resolved unanimously that the Developer namely Rajlaxmi Construction (A Partnership Firm) will be contracted and appointed as the Developer for Development and Promoting of Land by constructing multistoried building being a residential cum commercial complex on and over the said land and the allied Power and Authority to be given by it as per the Deed of Development Agreement cum Development Power of Attorney as per the Law in Force and as per the Statutes of Development and Promoting and Transfer of Property and in consistence with the statutes and by laws of the Association".

****Resolved unanimously that the Association's General Secretary namely Mr. Janaki Ranjan Sinha will have the Power and Authority to sign, execute and register Development Agreement and Development Power of Attorney and also allied and subsequent all Deeds and Agreements and Documents, Sale Agreements of the Allocation of Association (if necessary), Sale Deeds of the

Allocation of Association (if necessary), Lease or Tenancy Agreements of the Allocation of Association (if necessary), and the power to sign all other documents or any documents, plans etc on behalf of the Association".

****Resolved unanimously that the Association's General Secretary namely Mr. Janaki Ranjan Sinha will do following works and tasks :-

- A. Legalization and Regularization of All Necessary Papers, Deeds, Documents, Record of Rights, Revenue and Rent Receipts, Tax Receipts etc.
- B. Correspondence and Negotiation with Developer Firm for usage of the Land in for purposes of Development and Promoting of the Project in Phase oriented works in regard to construction of Residential Complex and Commercial Complex and to use the remaining Landed property for any other purposes as per the subsequent development and progress of other issues and criterions.
- C. Other terms & conditions will be adopted by the committee, if necessary and all the terms & conditions which will be adopted by the committee are conclusive and final. The committee will not do any act which are to be prejudicial of the association.

Thereafter, the meeting was concluded with vote of thanks to and from the chair.



Tapan Kumar Dey 26.12.23
 (Sri Tapan Kumar Dey)
 President of the Meeting
 BDBA, Purba Bardhaman

Major Information of the Deed

Deed No :	I-0203-00314/2024	Date of Registration	18/01/2024
Query No / Year	0203-2000132221/2024	Office where deed is registered	
Query Date	16/01/2024 12:25:45 PM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	(Rukhdeep Goswami) Bardhaman Court, Thana : Bardhaman District : Purba Bardhaman, WEST BENGAL, Mobile No. : 9002354575, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immoveable Property, Declaration [No of Declaration : 1], [4311] Other than Immoveable Property, Receipt [Rs : 2,01,00,000/-]		
Set Forth value	Market Value		
	Rs. 25,32,77,986/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,061/- (Article:48(g))	Rs. 2,01,021/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assentment slip.(Urban area)		

Land Details :

District: Purba Bardhaman, P.S:- Bardhaman, Municipality: BURDWAN, Road: G.T. Road, Road Zone : (Parbhata Police line to -- End), Mouza: Ichhabaid, Ji No: 75, Pin Code : 713103

Sch No	Plot Number	Khatian Number	Land Proposed Other Commercial Usage	Use ROR	Area of Land	SelfForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1660 (RS :-)	LR-740/11	Commercial Usage	Garej	50.7447 Katha	25,32,77,986/-	25,32,77,986/-	Width of Approach Road: 150 Ft., Adjacent to Metal Road,
Grand Total :						83.7288Doc	0/-	2532,77,986/-

Land Lord Details :










Name,Address,Photo,Finger print and Signature

SI No	BURDWAN DISTRICT BUS ASSOCIATION Ccourt Compound Bishram Ghar, City- Not Specified, P.O:- Burdwan, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 , PAN No.:: AXxxxxx7B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative		
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Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>RAJLAXMI CONSTRUCTION</p> <p>175 Jagatberh North, City:- Not Specified, P.O:- Sripally, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 , PAN No.:: Axxxxxxx9C,Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr Janaki Ranjan Sinha (Presentant) Son of Late Bhudhar Chandra Sinha Date of Execution :- 17/01/2024 , Admitted by: Self, Date of Admission: 17/01/2024, Place of Admission of Execution: Office</p> <p>Jan 17 2024 3:53PM</p>   <p>17/01/2024</p>  <p>17/01/2024</p>
2	<p>Mr Naru Gopal Bhakat Son of Late Chandl Sanhar Bhakat Date of Execution :- 17/01/2024 , Admitted by: Self, Date of Admission: 17/01/2024, Place of Admission of Execution: Office</p> <p>Jan 17 2024 3:53PM</p>   <p>17/01/2024</p>  <p>17/01/2024</p>
3	<p>Mrs Purnima Bhakat Wife of Naru Gopal Bhakat Date of Execution :- 17/01/2024 , Admitted by: Self, Date of Admission: 17/01/2024, Place of Admission of Execution: Office</p> <p>Jan 17 2024 3:53PM</p>   <p>17/01/2024</p>  <p>17/01/2024</p>

Sadarqhat Puratan Bazar, City:- Not Specified, 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.:: adxxxxxx7f,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : RAJLAXMI CONSTRUCTION

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SA Sahil Son of Mr. SA Mansel Serenlight, City, Near Sanchled P.O., Burdwan, P.S. Bardhaman District: Purba Bardhaman, West Bengal, India. Pin: 713103			
	17/01/2024	17/01/2024	17/01/2024

Identifier Of Mr. Janaki Ranjan Sinha, Mr Nani Gopal Bhakar, Mrs Purnima Bhakar

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	BURDWAN DISTRICT BUS ASSOCIATION	RAJAXMI CONSTRUCTION-83 7288 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S.: Bardhaman, Municipality: BURDWAN Road G.T. Road, Road Zone : (Parturbati
 Police line to -- End), Mouza: Ichhabad, JI No: 75, Pin Code : 713103

Sch No	Plot & Khatain Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No - 1660, LR Khatain No - 740/11		Seifer is not the recorded Owner as per Applicant.

On 17-01-2024

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

Presented for registration at 14:05 hrs on 17-01-2024, at the Office of the A.D.S.R. Bardhaman by Mr. Janaki Ranjan Sinha .

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 25,32,77,986/-

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

Execution is admitted on 17-01-2024 by Mr. Janaki Ranjan Sinha,

Indefilled by Mr. Sk Sahil, ., Son of Mr. Sk Morsad, Nerodighi, P.O: Burdwan, Thana: Bardhaman

.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Muslim, by profession Others

Execution is admitted on 17-01-2024 by Mr. Nenu Gopal Bhaskar,

Indefilled by Mr. Sk Sahil, ., Son of Mr. Sk Morsad, Nerodighi, P.O: Burdwan, Thana: Bardhaman

.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Muslim, by profession Others

Execution is admitted on 17-01-2024 by Mrs Punima Bhaskar,

Indefilled by Mr. Sk Sahil, ., Son of Mr. Sk Morsad, Nerodighi, P.O: Burdwan, Thana: Bardhaman

.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Muslim, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,01,021.00/- (B = Rs 2,01,000.00/- , E = Rs 21,00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 2,01,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB

Online on 17/01/2024 3:24PM with Govt. Ref. No. 192023240351502488 on 17-01-2024, Amount Rs: 2,01,021/-

Bank: SBI EPay (SBIEPay), Ref. No. 2557878973430 on 17-01-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,061/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,061/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1004, Amount: Rs 5,000.00/-, Date of Purchase: 17/01/2024, Vendor name: Golem Mohabub

2. Stamp: Type: Court Fees, Amount: Rs. 10,00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB

Online on 17/01/2024 3:24PM with Govt. Ref. No. 192023240351502488 on 17-01-2024, Amount Rs: 70,061/-, Bank: SBI EPay (SBIEPay), Ref. No. 2557878973430 on 17-01-2024, Head of Account 0030-02-103-003-02

Sanjit

Sanjit Sardar

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. Bardhaman

Purba Bardhaman, West Bengal

On 18-01-2024

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
(9) of Indian Stamp Act 1956.

S/-

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 9617 to 9704

being No 020300314 for the year 2024.



Digitally signed by SANJIT SARDAR
Date: 2024.01.18 17:01:45 +05:30
Reason: Digital Signing of Deed.

(Sanjit Sardar) 18/01/2024

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. Bardhaman

West Bengal.