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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

K 151713

K 191703

6504
 DN 30/11/23
 10/2/23

Pratima Bhakat

Pratima Bhakat

Smart Homes

Partner

Somnath Ray

Smart Homes

Partner

Bikash Chandra Das

Smart Homes

Partner

Yunus

Smart Homes

Partner

Sebrabati Tok

Smart Homes

Partner

Arab Samanta

Smart Homes

Partner

Arab Samanta

Partner

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

Additional District Sub-Registrar
BURDWAN

93
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 en-89/23

01 MAR 2023

AGREEMENT FOR DEVELOPMENT

AND

DEVELOPMENT POWER OF ATTORNEY

THIS DEED O.F AGREEMENT FOR DEVELOPMENT AND/CUM
 DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 10TH DAY
 OF FEBRUARY, TWO THOUSAND AND TWENTY THREE (2023)

BETWEEN

10 FEB 2023
 07 01

Sl. No. 4009 Sale Date 10/02/2023

Sold to Samrat Kumar of Buxar

Value Rs. 5000 Paisa 00

This Stamp Paper Purchased from Purba Bardhaman Tr. No.-1, Date - 6 FEB 2023

Stamp Vendor :- Golam Mohabub Purba Bardhaman A.D.S.R. Office, Purba Bardhaman Licence No.-711976/77

Golam Mohabub

Nasir Uddin Bhuiyan

VCTD
2908

Nasir Uddin Bhuiyan

VCTD
2909

Purnima Bhuiyan

VCTD
2910

Samrat Kumar

VCTD
2911

Bikash Chandra Das

VCTD
2912

Gurubhan



Additional District Sub-Registrar
BURDWAN

10 FEB 2023

PTC



VCTF
2913

Sahabaji Trih



VCTF
2914

Anand Samant



A

Additional District Sub-Registrar
BURDWAN

10 FEB 2023

Abhijit Ghosh
S/o - Ananta Ghosh
Bhabani Thakur Lane
P.O - Rajbati, Burdwan
Pin - 713104

Smart - par Bhakat
Purnima Bhakat

Smart Homes
Somnath Ray
Partner

Smart Homes

Bikash Chandra Das
Partner

Smart Homes

Yuvoo Das
Partner

Partner

Smart Homes

Debitors To
Partner

Smart Homes

Anub Samant
Partner

- 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**; **PAN: ALZPD0483E**; hereinafter called and referred as the **OWNERS** (which express or shall unless excluded his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

AND

"SMART HOMES", (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at 78, Baranilpur, Becharhat, P.O. Sripally, P.S. Barddhaman, Dist. Purba Bardhaman - 713103; having **PAN: ADRFS2015B**; being represented by its both Partners namely

- 1) **SRI SOMNATH RAY**, Son of Subodh Kumar Ray, by nationality Indian, by faith- Hindu, by profession - Business, resident of Alamganj, Post Office: Nutanganj, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713102; **PAN: ACXPR9491F**,
- 2) **SRI BIKASH CHANDRA DAS**, Son of Late Bishnupada Das, by nationality Indian, by faith- Hindu, by profession - Business, resident of Baranilpur, Ambagan, P.O. Sripally, Dist. Purba Bardhaman, Pin-713103; **PAN - AEUPD1886R**;

Pratima Bhattacharya
Pratima Bhattacharya

Smart Homes
Partner

Smart Homes
Partner
Bibek Bhattacharya

Smart Homes
Partner
Yunus Khan

Smart Homes
Partner
Debabrata Tah

Smart Homes
Partner
Arnab Samanta

- 3) **SRI SUVRO BASU**, Son of Subhas Chandra Basu, by nationality Indian, by faith- Hindu, by profession - Business, resident of FL C/3 P-21, Senhati Colony, Behala, Kolkata - 700034; **PAN: AJOPB2190F**;
- 4) **SRI DEBABRATA TAH**, Son of Mihir Tah, by nationality Indian, by faith- Hindu, by profession - Business, resident of Radha Pally, G.T. Road, Memari, Dist. Purba Bardhaman Pin- 713146; **PAN: ABLPT5195R**, and
- 5) **SRI ARNAB SAMANTA**, Son of Rabindranath Samanta, by nationality Indian, by faith- Hindu, by profession - Business, resident of St. Xavier's Road, Satabdibagh, P.O. Sripally, Dist. Purba Bardhaman, Pin-713103, **PAN: ATHPS8290G**; hereinafter called the **DEVELOPER** (which express on shall unless excluded his/her/its/their and each of his/her/its/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

- A. **WHEREAS** The OWNERS are the sole and absolute owners and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Land hereditaments free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the First Schedule hereinafter written (hereinafter referred to as the "SAID PROPERTY").
- B. **AND WHEREAS**, the First Schedule mentioned property being Bastu Land measuring about 11 Decimals i.e., 0.11 Acres situated on Mouza: Balidanga under J.L. No. 35, within Police Station: Barddhaman Sadar in the District of Purba Bardhaman now Old Khatian No. 176, L.R. Khatian No. 6456 appertaining to R.S. Plot No. 618, 621 & 621/1729, L.R. Plot No. 1216 within the local limits of Burdwan Municipality within Ward No. 14, Circle No. 14 at Baranilpur Suhrid Pally Mahalla having Municipal Holding No. 316 with the walls, vacant yards benefit, advantages of ancient and other rights, liberties, easements privileges,

Narain Chandra Bhattacharya
Pratima Bhattacharya

Smart Homes
Sonarkany

Partner
Smart Homes

Bikash Choudhury

Partner
Smart Homes

Yuvraj

Partner
Smart Homes

Devi Prasad

Partner
Smart Homes

Asmita Samanta

Partner
Smart Homes

appendages and appurtenances whatsoever to the said plot of land or any part there of belongings or in any arise appertaining to with the same or any part there of usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto belongs to the erstwhile owner Mr. Prasanta Kumar Ghosh.

- C. **AND WHEREAS** the original owner and possessor in respect of the First Schedule mentioned property was Chittaranjan Das and Others whose names were duly recorded in the RSROR. Subsequently while owning and possessing the said property the said Chittaranjan Das and Others sold the said property in favour of one Nilima Rani Debi by virtue of a Registered Deed of Sale being Deed No. 1-865 for 1959. Subsequently the said Nilima Rani Debi purchased residual part of the landed property by virtue of a Registered Deed of Sale being Deed No. 1-697 for 1964 and afterwards she developed the land and constructed a boundary wall surrounding the plot by virtue of a Sanctioned Plan from the Burdwan Municipality bearing No. 83/3/VII dated 22/03/1961. Thereafter the said Nilima Rani Debi during the subsistence of her ownership and possessory right, transferred the said property by depicting the same in an annexed map therewith in favour of one Sunil Kumar Mitra and one Sankari Mitra by virtue of a Deed of Sale being Deed No. 1-3924 for 1981, incorporated in Book No. 1, Volume No. 36, Page Nos. 275 to 278, registered at the Office of the Burdwan Registry Office and from then on the said Sunil Kumar Mitra and Sankari Mitra became the owner and possessor over the said property without the interruption of any other person. Subsequently the said Sunil Kumar Mitra and Sankari Mitra while enjoying the said property as the absolute owner and possessor have paid the rent and revenue to the Government duly and acquired absolute right, title and interest in respect of the said property.

Narain Chandra Bhattacharya
Premima Bhattacharya

Smart Homes
Sankari Mitra
Partner

Smart Homes
Bikash Chandra Das
Partner
Smart Homes

Yuvraj
Partner

Smart Homes
Subrata Das
Partner

Smart Homes
Anub Samanta
Partner

- D. **AND WHEREAS** the said Smt. Sankari Mitra who was a Hindu governed by Dayabhaga School of Hindu Law died intestate on or about 12th October, 1999 leaving surviving her husband, Sunil Kumar Mitra and her daughter, Sunanda Ghosh as her only heirs and legal representatives who jointly inherited her undivided 50% Shares in the said property in equal shares absolutely and forever.
- E. **AND WHEREAS** the said Sunil Kumar Mitra, who was a Hindu governed by Dayabhaga School of Hindu Law died intestate as widower on 8th May, 2001 leaving him surviving his only married daughter, Sunanda Ghosh as his only heiress and legal representative who solely inherited his undivided shares in the said property absolutely and forever. Thus the said Sunanda Ghosh became the absolute owner of the said property. The said Smt. Sunanda Ghosh who was a Hindu governed by Dayabhaga School of Hindu Law died intestate on 21st March, 2002 during Child Birth leaving her surviving infant daughter and her husband, Prasanta Kumar Ghosh as her heirs and legal representatives who jointly inherited the said property in equal shares absolutely and forever.
- F. **AND WHEREAS** the said infant daughter who was a Hindu governed by Dayabhaga School of Hindu Law died intestate on 22nd March, 2002 leaving her surviving her father, Prasanta Kumar Ghosh as her only heir and legal representative who solely inherited the said property absolutely and forever and in that regard the Hon'ble Calcutta High Court issued one Succession Certificate vide P.L.A. 33 of 2003 dated 13th June of 2003 which was signed by the Registrar, Calcutta High Court on 17th July of 2003 granting the Certification to the said Prasanta Kumar Ghosh as the sole and only legal heir of the said deceased wife of his and also the said deceased daughter of his.

Naru K P Ghosh

Purnima Bhakat

Smart Homes
Sonali Ray

Partner

Smart Homes

Bibek Chandra Das

Smart Homes

Yuvraj

Partner

Smart Homes

Debasmita Das

Partner

Smart Homes

Asmita Samanta

Partner

G. **AND WHEREAS** thus the said Prasanta Kumar Ghosh became the absolute owner of the said property and in this regard to the compliance of the order as aforesaid he executed and registered and registered one Deed of Assent on 06/08/2005 being Deed No. I-07109 for 2005, registered at ARA Kolkata and became absolute and indefeasible owner in respect of the said landed property without the intervention of any third party and accordingly got his name mutated in the record of rights in the Office of the Block Land and Land Revenue Officer, Burdwan in respect of the said property and also converted the said Land into "Bastu" Class of Land vide Conversion Certificate issued by the Bl&LRO, Burdwan-1 bearing Memo No. 559/BLR/BDNI/20 dated 28/02/2020 arising out of Conversion Case No. CN/2020/0201/334 and since then he has been enjoying the First Schedule mentioned property as the absolute owner and possessor with absolute right, title and interest.

H. **AND WHEREAS** thus the said Prasanta Kumar Ghosh while being the absolute owner of the said property has sold the same in favour of **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 **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** being the present **FIRST PART** by virtue of the Registered Deed of Sale being Deed No. I- 00297 for 2023, incorporated in Book No. 1, bearing Volume No. 0203-2023, Page : 11790 - 11822 Date of Registration: 17/01/2023 and since then the said present **FIRST PART** and became absolute and indefeasible owners in respect of the said landed property

Narain K. P. Bhakat
 Purnima Bhakat
 Smart Homes
 Partner
 Smart Homes
Bibek Chandra Das
 Partner
 Smart Homes
Jyoti Das
 Partner
 Smart Homes
Devi Prasad Das
 Partner
 Smart Homes
Arundhanee
 Partner

without the intervention of any third party and accordingly got their name mutated in the record of rights in the Office of the Block Land and Land Revenue Officer, Burdwan in respect of the said property in L.R Khatian No. 11223 i.e., in the name of Mr Narugopal Bhakat and in L.R Khatian No. 11224 i.e., in the name of Mrs Purnima Bhakat and also converted the residual Land into "Bastu" Class of Land and since then they have been enjoying the First Schedule mentioned property as the absolute owner and possessor with absolute right, title and interest.

I. **AND WHEREAS** the **OWNERS** decided to raise the construction over the said Landed Property as specifically detailed in the First Schedule herein but the **OWNERS** afterwards found that the process of construction would take away a huge attention of his from other works and realized that the **OWNER** neither has the capacity nor have the ability to put that much effort to develop or to construct the new building/buildings along with commercial cum residential building cum commercial complex cum housing complex by erecting multistoried building/buildings along with commercial cum residential building cum commercial complex cum housing complex thereon inclusive of Commercial Units/Flats/Residential Units/Car Parking Spaces.

J. That 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 First Schedule mentioned property gave offer to the **DEVELOPER** to develop the First Schedule properties as mentioned below. In response to that offer the **DEVELOPER** has accepted on the following terms and conditions as stated below to develop the property with a project for

Pravin K P - Bhawan
Pravin B. Bhakat
Smart Homes
Sonmukh Kany
Partner

Smart Homes
Bibek Chandra Das
Partner

Smart Homes
Yuvraj
Partner

Smart Homes
Debabrata Tripathy
Partner

Smart Homes
Santosh Samal
Partner

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: -

ARTICLE I - DEFINITIONS:

- 1.1 **PREMISES:** shall mean the premises with land as stated in the First Schedule of this agreement.
- 1.2 **BUILDING/S:** shall mean the proposed multi-storeyed building/buildings along with residential building cum commercial complex cum housing complex inclusive of Shops, Offices, Residential Flats and Car Parking Spaces to be constructed as per the Architect's drawings/documents, duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority Multi-Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and shall also mean the any drawings/documents, duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan or amendment or modification of Plan in order to make such changes in the proposed Multi-Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the **Third Schedule** of this Indenture and the said Building will be named as styled as per the choice of the DEVELOPER.
- 1.3 **OWNERS:** shall mean
- a) **MR. NARUGOPAL BHAKAT**, S/o Late Chandi Shankar Bhakat, by faith-Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar,



Narayan P. S. Bhattacharya
Partner

Smart Homes
Soma Nath Ray
Partner

Smart Homes
Bikash Chandra Das
Partner

Smart Homes
Suvro Basu
Partner

Smart Homes
Debabrata Tah
Partner

Smart Homes
Arnab Samanta
Partner

Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman,
Pin - 713103; PAN: ADGPB5297F; and

- b) **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; and shall include his/her/hier respective heirs, executors, administrators, representatives, transferees, assignees and nominees.

- 1.4 **DEVELOPER**: shall mean "SMART HOMES", (A business in the nature of partnership incorporated under the Indian Partnership Act, 1932) having its office at 78, Baranilpur, Becharhat, P.O. Sripally, Dist. Purba Bardhaman - 713103 bearing PAN - ADRFS2015B and having been represented by five partners namely 1) **SRI SOMNATH RAY**, Son of Subodh Kumar Ray, by nationality Indian, by faith- Hindu, by profession - Business, resident of Alamganj, Post Office: Nutanganj, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713102; PAN: ACXPR9491F, 2) **SRI BIKASH CHANDRA DAS**, Son of Late Bishnupada Das, by nationality Indian, by faith- Hindu, by profession - Business, resident of Baranilpur, Ambagan, P.O. Sripally, Dist. Purba Bardhaman, Pin-713103; PAN - AEUPD1886R; 3) **SRI SUVRO BASU**, Son of Subhas Chandra Basu, by nationality Indian, by faith- Hindu, by profession - Business, resident of FL C/3 P-21, Senhati Colony, Behala, Kolkata - 700034; PAN: AJOPB2190F; 4) **SRI DEBABRATA TAH**, Son of Mihir Tah, by nationality Indian, by faith- Hindu, by profession - Business, resident of Radha Pally, G.T. Road, Memari, Dist. Purba Bardhaman Pin-713146; PAN: ABLPT5195R, and 5) **SRI ARNAB SAMANTA** Son of Rabindranath Samanta, by nationality Indian, by faith- Hindu, by profession -

Manoj Kumar Sharma
Pratima Bhakti
Smart Homes
Sanjay K
Partner

Smart Homes
Bikash Chandra Das
Partner

Smart Homes
Yunus Khan
Partner

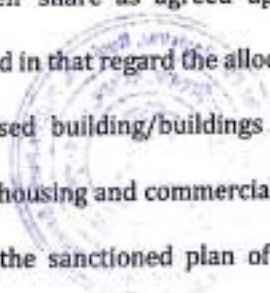
Smart Homes
Debabrata Mishra
Partner

Smart Homes
Anant Samanta
Partner

Business, resident of St. Xavier's Road, Satabdibagh, P.O. Sripally, Dist. Purba Bardhaman, Pin-713103, PAN: **ATHPS8290G**; 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, community room, meter room, transformer, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the **Fourth Schedule** of this Indenture.

1.6 OWNER'S ALLOCATION: shall mean the prospective right of the OWNER in regard to their 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 20% of the proposed building/buildings being the commercial cum residential building cum housing and commercial complex 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**



Pravin Kumar
Pravin Kumar
 Smart Homes
Partner
 Smart Homes
Partner
 Smart Homes
Partner
 Smart Homes
Partner
 Smart Homes
Partner
 Smart Homes
Partner

Schedule. The OWNER will make adjustment in respect of their entitlement of the aforesaid allotted share of 20% of the Total Constructed Portion of the proposed Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces from the total adjustable amount Rs. 1,00,00,000/- (Rupees One Crore Only) and they will make adjustment of their aforesaid 20% share and the Owner hereby grant power to the Developer for this purpose and all such work will be done by their Power of Attorney Holder being the Representative cum Designated Partners of the Developer Firm on their behalf. It is further mentioned here that the aforesaid amount would be paid by various instalments only as mutually agreed and discussed and the payment process of the said amount has been described in the SECOND SCHEDULE of this Deed out of which as on this date Rs. 60,00,000/- advance adjustable amount is paid out of total agreed adjustable amount.

1.7 DEVELOPER'S ALLOCATION:

1.7.1 Shall mean the absolute right of the DEVELOPER in regard to compulsory 80% constructed portion in the Building which means the DEVELOPER's absolute right to sell the 80% of entire total constructed portion of the proposed building/buildings being the Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to raise construction of the 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



Manoj K P as Partner
Purnima Bhaskar
Smart Homes
Partner

Smart Homes
Bikash Chandra Das
Partner

Smart Homes
Jyoti Das
Partner

Smart Homes
Sebbin K. Tek
Partner

Smart Homes
Arun Samal
Partner

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 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, 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 make adjustment from the portion defined in the OWNER'S ALLOCATION and the DEVELOPER will have the right to enjoy the DEVELOPER'S ALLOCATION in proposed Multi-Storied 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 the Shops, Offices, Flats and Parking Spaces in the said proposed Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces.

- 1.7.2 Roof area which shall be the roof/roves directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the DEVELOPER alone; during the tenure of this Agreement, if the DEVELOPER obtains any further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER, at their own cost may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan

Marek R. P. O. Sharma
Jurima Bhakat

Smart Homes
Somnath Ray
Partner

Smart Homes
Bitesh Choudhury
Partner

Smart Homes
Yuvraj
Partner

Smart Homes
Subrata Das
Partner

Smart Homes
Aravind Samal
Partner

i.e., Burdwan Municipality Sanctioned Plan and the OWNER shall not have and shall not claim any allocation or any right or title or interest in respect of such construction which means that the DEVELOPER will get and obtain entire allocation from that particular floor or/and new construction and they will have the full power and privilege by the force and virtue of the Power of Attorney given hereunder by the Owner to sale out the said allocated portion in favour of the prospective purchasers and will keep and retain the benefit and the present OWNER admit and agree and declare not to raise any objection whatsoever in this regard in future.

- 1.8 ARCHITECT** : shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at it's own cost and sole responsibility, subject to approval of the owner.
- 1.9 BUILDING PLAN**: shall mean the Burdwan Municipality Sanctioned Plan in order to construct the total Multi-Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces and also the other plan/plans for construction of the building, duly approved by the OWNER and submitted by at the costs of the DEVELOPER to the Burdwan Municipal Authority in order to construct Multi-Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Burdwan Municipal Authority i.e., Burdwan Municipality for construction of the 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 by

Navin K. P. vs. Shri...
Purnima Bhattacharya
Smart Homes
Partner

Smart Homes
Pitambar Chandra Das
Partner

Smart Homes
Yuvraj Banerjee
Partner

Smart Homes
Sudip Kumar Das
Partner

Smart Homes
Asmita Samanta
Partner

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

Navin K. P. Sharma
Ravindra Shukla
 Smart Homes
Sonali Kari
 Partner
 Smart Homes
Bibek Chandra Das
 Partner
 Smart Homes
Jyoti Das
 Partner
 Smart Homes
Devi Prasad Das
 Partner
 Smart Homes
Anand Samanta
 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,

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Prasanna Bhunia

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Sonali Kany
Partner

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Partner
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Debabrata Das
Partner

Smart Homes
Aswini Samanta
Partner

collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co - Owner relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.

1.19 SUPER BUILT-UP AREA: Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of **25% (Twenty Five Percent) (More or Less)** over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and Shall mean in context to a Commercial Unit/Shop/Office as the area of a Commercial Unit/Shop/Office computed by adding an agreed average but variable percentage of **25% (Twenty Five Percent) (More or Less) to 40% (Forty Percent) (More or Less)** over the built-up and/or the covered area of the Commercial Unit/Shop/Office and such will be used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per its standing rules and regulations. Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the RERA Act, 2016 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.

1.20 DEVELOPER'S ADVOCATE: Shall mean **Sri Rajdeep Goswami, Ld. Advocate** of Burdwan District Judges' Court who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels

✓ name as per the
 Purnima Bhakal
 Smart Homes
 Partner
 Smart Homes
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 Smart Homes
 Partner

and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.

1.21 TRANSFER: with its grammatical variations shall include a transfer by and/or of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storeyed building/s to purchasers thereof although the same may not amount to a transfer in law.

1.22 TRANSFEREE/INTENDING PURCHASER: shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPERS ALLOCATION and the 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

Sumit Kumar Bhunia
Sumina Bhakat

Smart Homes

Somnath Ray

Partner

Smart Homes

Subodh Kumar Ray

Partner

Smart Homes

Sumo Banerjee

Partner

Smart Homes

Subrata Das

Partner

Smart Homes

Arnob Samanta

Partner

nature within 3 Months from this very date of execution of this Agreement .

- 2.3 That the **DEVELOPER** will bear the cost of clearing the property 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** and the **DEVELOPER** will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation.
- 2.4 That the **DEVELOPER** will bear all expenditure of construction and cost of all necessary and essential materials and equipments which will be required for the purpose of construction of the said building premises and the **OWNER** will co-operate with the **DEVELOPER** in all aspects except Financially.
- 2.5 That the **OWNER** by self or through their constituted attorney shall sign in all other necessary papers, documents, affidavits, declarations etc. require for modification of building plan/revised plan if necessary, and for construction of building which may be required by the Developer for the purpose of construction and development of the said property in the said premises.
- 2.6 The **DEVELOPER** is hereby authorized and empowered in relation to the said construction, so far as may be necessary for apply of quotas of cement, steels bricks and other materials for the construction or the electric meter waster & drainage and other imputes and facilities and for other necessities required for which purpose the **OWNER** hereby agree upon to execute a Power of Attorney through this indenture in favour of "**SMART HOMES**", (A business in the nature of partnership incorporated under the Indian Partnership Act, 1932) having its office at 78, Baranilpur, Becharhat, P.O. Sripally, Dist. Purba Bardhaman - 713103 bearing PAN - ADRFS2015B and having been represented by five partners namely 1) **SRI SOMNATH RAY**, Son of Subodh Kumar Ray, by nationality Indian, by faith- Hindu, by profession - Business,

✓ *Waseem R. Khan*
Purpima Bhattacharya
Smart Homes
Waseem R. Khan
Partner

Smart Homes
Bikash Chandra Das
Partner

Smart Homes
Yusuf Khan
Partner

Smart Homes
Rabindranath Tah
Partner

Smart Homes
Arnob Samanta
Partner

resident of Alamganj, Post Office: Nutanganj, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713102; PAN: ACXPR9491F, 2) **SRI BIKASH CHANDRA DAS**, Son of Late Bishnupada Das, by nationality Indian, by faith-Hindu, by profession - Business, resident of Baranilpur, Ambagan, P.O. Sripally, Dist. Purba Bardhaman, Pin-713103; PAN - AEUPD1886R; 3) **SRI SUVRO BASU**, Son of Subhas Chandra Basu, by nationality Indian, by faith-Hindu, by profession - Business, resident of FL C/3 P-21, Senhati Colony, Behala, Kolkata - 700034; PAN: AJOPB2190F; 4) **SRI DEBABRATA TAH**, Son of Mihir Tah, by nationality Indian, by faith- Hindu, by profession - Business, resident of Radha Pally, G.T. Road, Memari, Dist. Purba Bardhaman Pin-713146; PAN: ABLPT5195R, and 5) **SRI ARNAB SAMANTA** Son of Rabindranath Samanta, by nationality Indian, by faith- Hindu, by profession - Business, resident of St. Xavier's Road, Satabdibagh, P.O. Sripally, Dist. Purba Bardhaman, Pin-713103, PAN: ATHPS8290G; whereas such power or authority to be executed by a registered Power of Attorney as required by the DEVELOPER to sign by the OWNER all such application as to be require for the purpose and in connection with the construct of the proposed building/s and to sell 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 transfer of the flat or space premises to the intending purchaser or transferee from the and in respect of the **OWNER'S ALLOCATION**.
- 2.9 The OWNER have absolute right and authority to enter into the agreement with the DEVELOPER in respect of their title in the said premises

Prasanna Dinkar
Prasanna Dinkar

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Partner

Smart Homes

Prakash Chandra Das

Partner

Smart Homes

Uma Bora

Partner

Smart Homes

Debabrata Das

Partner

Smart Homes

Anuraj Samanta

Partner

agreed to be developed.

- 2.10 That there is no arrear of taxes and / or other levies of impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.
- 2.12 That the said land is not a Debottor or Pirottor property.
- 2.13 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.14 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale or the said property as contemplated in these present.
- 2.15 The OWNER do not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1978 in respect of the said premises.
- 2.16 The OWNER hereby undertake to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, liens, claims, 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

Pratima Bhattacharya
Pratima Bhattacharya

Smart Homes
Somnath Kany
Partner

Smart Homes
Bikash Chandra Das
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Yunus Khan
Partner

Smart Homes
Rebecca de Taha
Partner

Smart Homes
Arnis Samanta
Partner

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.

- 2.17 That during the continuance of this Agreement the OWNER shall not in 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 be 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 as well as the land and its 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

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Somnath Roy
 Partner
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Biswajit Choudhury
 Partner
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Jyoti Banerjee
 Partner
 Smart Homes
Debabrata Das
 Partner
 Smart Homes
Asmita Samanta
 Partner

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 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 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-



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Pratima Bhattacharya
 Smart Homes
 Partner
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Bibek Chandra Das
 Partner
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Janu Banerjee
 Partner
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 Partner
 Smart Homes
Asmita Samanta
 Partner

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 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

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Partner

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Anubhava Kumar
Partner

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 herself or through their 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 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

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Prasanna Bhalgat

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Smart Homes

Partner
Smart Homes
Prasanna Bhalgat

Partner
Smart Homes
Yunus Khan

Partner
Smart Homes
Sebastian Taha

Partner
Smart Homes
Aswat Samanli

Partner

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

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

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

✓ Name of the Partner
Pranava Bhattacharya

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Partner
Somnath Ray

Smart Homes
Partner
Abhishek Choudhary Das

Smart Homes
Partner
Anu Banerjee

Smart Homes
Partner
Sebastian Taha

Smart Homes
Partner
Arnat Samantli

respect the DEVELOPER will simply cooperate.

ARTICLE V - TITLE DEEDS:

- 5.1 Immediately after the execution of this agreement the OWNER shall hand over Original Title Deed 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 relating to the said **First Schedule** mentioned premises of and/or for necessary searches and 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 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 herself or through their constituted Power of Attorney holder namely "SMART HOMES", (A business in the nature of partnership incorporated under the Indian Partnership Act, 1932) having its office at 7B, Baranilpur, Becharhat, P.O. Sripally, Dist. Purba Bardhaman - 713103 bearing PAN - ADRFS2015B and having been

Narayan Chandra Das
Partner

Smart Homes
Somnath Ray
Partner

Smart Homes
Bikash Chandra Das
Partner

Smart Homes
Suvro Basu
Partner

Smart Homes
Debabrata Tah
Partner

Smart Homes
Arnab Samanta
Partner

represented by five partners namely 1) **SRI SOMNATH RAY**, Son of Subodh Kumar Ray, by nationality Indian, by faith- Hindu, by profession - Business, resident of Alamganj, Post Office: Nutanganj, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713102; PAN: ACXPR9491F, 2) **SRI BIKASH CHANDRA DAS**, Son of Late Bishnupada Das, by nationality Indian, by faith- Hindu, by profession - Business, resident of Baranilpur, Ambagan, P.O. Sripally, Dist. Purba Bardhaman, Pin-713103; PAN - AEUPD1886R; 3) **SRI SUVRO BASU**, Son of Subhas Chandra Basu, by nationality Indian, by faith- Hindu, by profession - Business, resident of FL C/3 P-21, Senhati Colony, Behala, Kolkata - 700034; PAN: AJOPB2190F; 4) **SRI DEBABRATA TAH**, Son of Mihir Tah, by nationality Indian, by faith- Hindu, by profession - Business, resident of Radha Pally, G.T. Road, Memari, Dist. Purba Bardhaman Pin-713146; PAN: ABLPT5195R, and 5) **SRI ARNAB SAMANTA** Son of Rabindranath Samanta, by nationality Indian, by faith- Hindu, by profession - Business, resident of St. Xavier's Road, Satabdibagh, P.O. Sripally, Dist. Purba Bardhaman, Pin-713103, PAN: ATHPS8290G; 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 Burdwan Municipality i.e., Burdwan 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 Burdwan

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 Romina Bhakat
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 Partner
 Somnath Ray
 Smart Homes
 Partner
 Bikash Chandra Das
 Smart Homes
 Partner
 Sunam
 Smart Homes
 Partner
 Sebbroda Deb
 Smart Homes
 Partner
 Arab Samanta
 Smart Homes
 Partner

Municipality i.e., Burdwan Municipal Authority.

- 6.2 In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNER and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNER to carry out the construction of the proposed building which is to be completed within 36 Months after the obtaining of the sanctioned plan from the Burdwan Municipality i.e., Burdwan Municipal Authority unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including *VIS MAJOR / FORCE MAJEURE* such as riots, flood, earthquake, pandemic outbreak, lockdown, government restrictions, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure, save and except that the DEVELOPER shall not be entitled to create any possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER shall be entitled to use the said property for any other purposes other than the purpose of construction of the building in accordance with the sanctioned plan, if such usage of the said property is collaterally or parallelly connected with the said construction work.
- 6.3 The OWNER will not resume to be in possession over the said **First Schedule** mentioned property ever even 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.
- 6.4 That if the DEVELOPER fails to carry out the project within the aforesaid

naresh Chatterjee

Purnima Bhattacharya

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Somnath Roy

Partner

Smart Homes

Bikash Chandra Das

Partner

Smart Homes

Sumit

Partner

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Debabrata Das

Partner

Smart Homes

Anant Samanta

Partner

time-frame and if the DEVELOPER fails to construct the proposed building within the stipulated time, then the OWNER hereby undertakes to extend the tenure of this Development Agreement for such further period as necessitated by the DEVELOPER.

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 The OWNER shall not be entitled to sell, transfer and/or otherwise deal with the owner's allocation of space and 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.
- 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 was to get and obtain 20% of the Total Constructed Portion of the proposed building/s cum commercial cum

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Partner

Romana Bhakat
Smart Homes
Partner

Sonali Ray
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Bitash Chandra Das
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Partner

Jyoti
Smart Homes
Partner

Debabrata Tripathy
Smart Homes
Partner

Arati Samanta
Smart Homes
Partner

residential building complex but in respect of the aforesaid allotted share of entire 20% of the total Constructed Portion of the proposed building/s cum commercial cum residential building complex of the OWNER will obtain the entitlement of 20% Share in the proposed building/buildings being the commercial cum residential building cum housing and commercial complex 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 their entitlement of the aforesaid allotted share of 20% of the Total Constructed Portion of the proposed Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and they will take the total adjustable amount as mentioned hereinabove in lieu of their aforesaid 20% share and in lieu of the said allocation of the Owner, the Owner hereby grant exclusive and absolute right to the Developer to sale out the said allocated portion of 20% 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 20% share of OWNER from purchaser and the OWNER also grant all



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Prasanna Bhavani

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Sanath Kumar

Partner

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Aakash Chandrasekar

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Yuvraj Kumar

Partner

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Seetha Lakshmi

Partner

Smart Homes

Anand Kumar

Partner

right, title and interest in favour of the DEVELOPER to keep and retain the aforesaid sale proceeds and the adjustable amount against the aforesaid 20% share of OWNER in order to make adjustment in respect of the aforesaid adjustable amount as mentioned hereinabove and the OWNER hereby grant exclusive and absolute right to the Developer to sale out the said allocated portion of 20% of their by the Developer in favour of the prospective purchasers along with the Allocation of the Developer and the DEVELOPER will take and retain the entire adjustable amount from the Purchasers to reimburse and to make adjustment in respect of their expenses and the adjustable amount advanced to the OWNER and the OWNER will directly not sale the said Shop/Office/Unit/Flat/Parking Space or will not directly do any documentation or will not execute any document and agreement for Sale and all such work will be done by their Power of Attorney Holder being the Representative cum Designated Partners of the Developer Firm on their behalf and the OWNER will take the adjustable amount in lieu of their 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 their 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 consideration sum forwarded to the OWNER



Masrat Pan Sharma
Purnima Bhakat

Smart Homes

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Partner

Smart Homes

Bibek Chandra Das
Partner

Smart Homes

Susmita

Partner

Smart Homes

Devi Prata Das
Partner

Smart Homes

Anub Samanta
Partner

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 80% share of the DEVELOPER along with the 20% share of the owner which means the DEVELOPER's absolute right is 100% share of the Entire total constructed portion of the proposed building/buildings being the Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to raise construction of the 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 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 the adjustable amount as mentioned hereinabove, 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 enjoy the entire proposed Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and will have all right, title and

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Somnath Lang
Partner

Smart Homes
Bitish Chandru Das
Partner

Smart Homes
Yuvu Banu
Partner

Smart Homes
Debitate Taha
Partner

Smart Homes
Asnat Samant
Partner

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-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces 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 100% Space of the total constructed area of the all floors as stated in the aforesaid **Clause No. 1.7** of this Indenture and the OWNER will have no right over the said floors and he by any or/and all means and also is debarred from claiming any right, title and interest in the near and remote future and since the DEVELOPER is in agreement with the OWNER to pay the adjustable amount as mentioned hereinabove, 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 enjoy the entire 100% allocation of Proposed multi-storeyed Residential cum Commercial Building 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.

- 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 the Ground Floor and the Under-Ground Floor Right and Allocation will

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Rumina Bhattacharya

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Sonali Das

Partner

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Atish Chandra Das

Partner

Smart Homes

Srushti

Partner

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Sebastian Das

Partner

Smart Homes

Anant Sinha

Partner

be devolved upon the DEVELOPER solely.

- 7.10** That the DEVELOPER shall alone have the right to allocate flats and parking spaces to the intending purchasers in the proposed project and 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 or will have no right to raise any objection and moreover will not be entitled to get any excess share or 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 cum Completion Certificate 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

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Burjona Bhakat

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Sonata Ray
Partner

Smart Homes
Shikha Chandra
Partner
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Yuvika
Partner

Smart Homes
Rebecca Thomas
Partner

Smart Homes
Anita Suman
Partner

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 their proportionate 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

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Purnima Bhaskar

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Partner

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Bikash Chandra Das

Partner

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Amu Banerjee

Partner

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Sebastian Taha

Partner

Smart Homes

Aradhya Samant

Partner

maintenance or repair, charges as the case may be.

ARTICLE IX - ADJUSTABLE AMOUNT

- 9.1 That the OWNER is entitled to receive adjustable amount against and in lieu of 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 their share of 20% in the proposed building due to their receipt of the said adjustable amount. The OWNER shall not retain their undivided proportionate share or interest share or interest in their land of the said First Schedule mentioned property.
- 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 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 the said allocated portion of 20% of their 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 20% share of OWNER 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 20% share of OWNER in order to make reimbursement and adjustment in respect of the aforesaid adjustable money amounting Rs. 1,00,00,000/- (Rupees One Crore Only) and the OWNER hereby grant exclusive and absolute right to the Developer to sale out the said allocated portion of 20% 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

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Purnima Bhakat
 Smart Homes
Somnath Lond
 Partner
 Smart Homes
Bibek Chandra Das
 Partner
 Smart Homes
Yuvraj
 Partner
 Smart Homes
Sebastian T
 Partner
 Smart Homes
Anub Samant
 Partner

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 MONEY" 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 and the OWNER will not claim any constructed area and/or any further adjustable money from the DEVELOPER in regard to this Agreement and this Project and if any claim is made, then such shall be invalid and unenforceable and non-operative and will have no legal standpoint in the eyes of Law and the Competent Court of Law.

9.3 That OWNER was entitled to get a total sum **Rs. 1,00,00,000/- (Rupees One Crore Only)** [The payment system is specifically detailed in the Second Schedule of this Agreement] as the Adjustable Amount of the Project which will be duly reimbursed and adjusted in favour of the DEVELOPER for realization of the said amount 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 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. 1,00,00,000/- (Rupees One Crore Only)** shall be considered as the

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Rajivna Bhatnagar

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Sonali Ray
Partner

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Bitesh Choudhary
Partner

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Suman
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Deborah Taha
Partner

Smart Homes

Arns Samant
Partner

Partner

"ADJUSTABLE MONEY" 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 and the OWNER will not claim any constructed area and/or any further money from the DEVELOPER in regard to this Agreement and this Project and if any claim is made, then such shall be invalid and unenforceable and non-operative and will have no legal standpoint in the eyes of Law and the Competent Court of Law.

- 9.4 That in respect of the Total Constructed Portion of the Building/s, the DEVELOPER shall receive the earnest money and full and 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 adjustable 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.

ARTICLE X - TIME FOR COMPLETION:

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

Manoj Kumar Sharma
Partnership Broker

Smart Homes
Sonali Singh
Partner

Smart Homes
Pitambar Choudhary
Partner

Smart Homes
Yuvraj Kumar
Partner

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Sevika Singh
Partner

Smart Homes
Anant Kumar
Partner

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 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 and this Agreement along with the integrate Power of Attorney can never be cancelled unilaterally and must be cancelled bilaterally if necessary and the Owner alone shall not have the Power or authority to unilaterally cancel this Agreement at all.
- 11.2** 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 Managing Partner 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 or 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 adjustable 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

*Naree-purband
Rajwade Bhaskar*

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Sonathani
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Seeburda Tek
Partner

Smart Homes
Bomb Samant
Partner

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, pandemic or epidemic outbreak, lockdown, government restrictions, civil commotion strike or any other act or commission beyond the control of the party affected thereby.
- 11.6 The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a **FORCE MAJEURE** with a view 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



Navin K. P. Bhat...

Purnima Bhat

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Sonata
Partner

Smart Homes
Arish Chandra
Partner

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Yash
Partner

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Seemantika
Partner

Smart Homes
Anub Samant
Partner

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 its consent to abide by the same.
- 11.10 Any notice required to be given by the DEVELOPER shall be without prejudice to any other mode of service available be deemed to have been served on the OWNER if delivered by hand or sent by prepaid registered post.
- 11.11 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the 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 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 their 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 handing over possession of the premises (for the commencement of



Muzi & p w Bheem
Rajivina Bhatkal
 Smart Homes
Vomnath Rang
 Partner
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Bitish Chandras
 Partner
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Juvu Bann
 Partner
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Seebirath Thk
 Partner
 Smart Homes
Asub Samant
 Partner

work at the said premises) to the DEVELOPER by the OWNER.

11.15 That if the DEVELOPER fails to complete the project within the stipulated time and within the specified period and within the ambit of the terms and conditions of this Agreement then in that event the OWNER will extend the tenure of the present agreement as per the requirement and necessity of the DEVELOPER.

11.16 That within the tenure of this Agreement if any one or more than one of the Parties die, then this Agreement shall be treated to be valid and legally binding upon the respective heirs, executors, administrators, legal representative and assignees of the said Deceased Party/s. Moreover in the meantime anything happens to the Owner or if the OWNER dies, then this entire Deed shall be treated to be valid and legally binding upon the respective heirs, executors, administrators, legal representative and assignees of the Owners and the legal heirs, executor, administrators, legal representative and assignees will be duty bound to obey, honour and respect this Development Agreement cum Development Power of Attorney in such a way that this has been declared and issued and given by them at that point of time and if required by the DEVELOPER, the legal heirs of Owner will be bound and liable to execute and register a Deed of Consent or Deed of Assent or any other Deed as per requirement of the Developer and also one Power of Attorney with the same terms and powers as written in this instrument in favour of the DEVELOPER.

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 or lease, or transfer or convey in respect of its allocated Share of

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Jumina Shakat
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Partner

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Partner

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Arsh Samad
Partner

100% in respect of the multi-storied building on and over the **First Schedule** mentioned property and to settle the adjustable amount and to receive the adjustable 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 Executants/Executors 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 adjustable 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 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 owners/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned 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-storeyed 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

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Partner

Smart Homes
Arub Samanté
Partner

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 and transferring and letting out 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 but be it mentioned here that the DEVELOPER is not entitled to sale any unit absolutely unless and until the DEVELOPER entirely pay the Consideration Amount as specified in **Article. IX** and the **SECOND SCHEDULE** of the Agreement in favour of the OWNER and only after full and final payment of the entire consideration amount as specified in this agreement, 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:

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

Narugopal Bhakat
 Smart Homes
 Partner
Purnima Bhakat
 Smart Homes
 Partner
Bitish Chandra Das
 Smart Homes
 Partner
Juvu Banerjee
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 Partner
Sebastian Tek
 Smart Homes
 Partner
Anub Samanta
 Smart Homes
 Partner

Bardhaman 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.
 Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; PAN: AUMPB9646D:

SEND GREETINGS:-

WHEREAS the Executants/Executors 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 Executants/Executors 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, Executants/Executors 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 Executants/Executors 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
 Power of Attorney and for the same purpose Executants/Executors of this Power of
 Attorney being the Owner are hereby executing this Power of Attorney.

Narugopal Bhakat
Purnima Bhakat

Smart Homes
Somnath Ray
Partner

Smart Homes
Bikash Chandra Das
Partner

Smart Homes
Subodh
Partner

Smart Homes
Subodh
Partner

Smart Homes
Anand Somnath
Partner

St. Xavier's Road, Satabdibagh, P.O. Sripally, Dist. Purba Bardhaman, Pin-713103,
PAN: ATHPS8290G; 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 Executants/Executors of this Power of
Attorney being the Owner and in the names of the Executants/Executors of this
Power of Attorney being the Owner and which the said attorney have agreed to do
and the same hereby been executed in regard to the terms to which
Executants/Executors of this Power of Attorney being the 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: 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; do hereby nominate
constitute and appoint "SMART HOMES", (A business in the nature of partnership
incorporated under the Indian Partnership Act, 1932) having its office at 78,
Baranilpur, Becharhat, P.O. Sripally, Dist. Purba Bardhaman - 713103 bearing PAN -
ADRF2015B and having been represented by five partners namely 1) SRI SOMNATH
RAY, Son of Subodh Kumar Ray, by nationality Indian, by faith- Hindu, by profession
- Business, resident of Alamganj, Post Office: Nutanganj, P.S. Barddhaman Sadar, Dist.
Purba Bardhaman, Pin - 713102; PAN: ACXPR9491F, 2) SRI BIKASH CHANDRA
DAS, Son of Late Bishnupada Das, by nationality Indian, by faith- Hindu, by**

Name of our Share
Purnima Bhaskar
 Smart Homes
Sonabati Das
 Partner
Smart Homes
Bibek Chandra Das
 Partner
Smart Homes
Juna Khan
 Partner
Smart Homes
Debabrata Tah
 Partner
Smart Homes
Asrab Samanta
 Partner

profession - Business, resident of Baranilpur, Ambagan, P.O. Sripally, Dist. Purba Bardhaman, Pin-713103; **PAN - AEUPD1886R**; 3) **SRI SUVRO BASU**, Son of Subhas Chandra Basu, by nationality Indian, by faith- Hindu, by profession - Business, resident of FL C/3 P-21, Senhati Colony, Behala, Kolkata - 700034; **PAN: AJOPB2190F**; 4) **SRI DEBABRATA TAH**, Son of Mihir Tah, by nationality Indian, by faith- Hindu, by profession - Business, resident of Radha Pally, G.T. Road, Memari, Dist. Purba Bardhaman Pin- 713146; **PAN: ABLPT5195R**, and 5) **SRI ARNAB SAMANTA** Son of Rabindranath Samanta, by nationality Indian, by faith- Hindu, by profession - Business, resident of St. Xavier's Road, Satabdibagh, P.O. Sripally, Dist. Purba Bardhaman, Pin-713103, **PAN: ATHPS8290G**; to be their true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on behalf of him and in their name viz.

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

Pratima Bhakt
Pratima Bhakt

Smart Homes

Somnath Khand
Partner

Smart Homes

Bibek Chandra Das
Partner

Smart Homes

Yuvraj
Partner

Smart Homes

Debabrata Tripathy
Partner

Smart Homes

Anub Samanta
Partner

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

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

Naveen Kumar Sharma
Purnima Bhakal
Smart Homes
Sonali Ray
Partner

Smart Homes
Biteek Chandra Das
Partner

Smart Homes
Yuvraj Banerjee
Partner

Smart Homes
Sebastian Taha
Partner

Smart Homes
Asrab Samanta
Partner

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

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

Narvik Paul Shinde
Jumina Bhakat

Smart Homes
Sonali Keri
Partner

Smart Homes
Ashish Chaudhary
Partner

Smart Homes
Jinu Bani
Partner

Smart Homes
Sebastian Tete
Partner

Smart Homes
Anab Samal
Partner

9. To ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executants/Executors of this Power of Attorney being the Owner shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executants/Executors of this Power of Attorney being the Owner further agree and undertake that all the signatures executed by them on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executants/Executors of this Power of Attorney being the Owner or any other instrument requiring our signature in connection with and all acts, deeds and things in connection therewith and lawfully done by the said attorney of the Executants/Executors of this Power of Attorney being the Owner shall be construed as being signed and/or executed by the Executants/Executors of this Power of Attorney being the Owner and/or done by themselves.
10. To execute and effect all repairs, alterations, constructions major or minor, that may be deemed necessary for the purpose of maintenance of the property mentioned above and to engage labours, contractors, job-men, technicians and engineers for such purpose and to enter into contracts for the same in the name of the Executants/Executors of this Power of Attorney being the Owner.
11. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or

Masudul Karim
Rumina Bhakat
Smart Homes
Masudul Karim
Partner

Smart Homes
Bisakh Chandra Das
Partner

Smart Homes
Yusuf Khan
Partner

Smart Homes
Shahabuddin Talukder
Partner

Smart Homes
Arbab Samant
Partner

15. 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 Executants/Executors of this Power of Attorney being the Owner. And the Executants/Executors 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 Executants/Executors 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.
16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.
17. To appoint an architect and to get the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities concerned in respect of the proposed building.
18. To make necessary applications and signed all papers, to appear before the Burdwan Municipality, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities.

Muzeeb Ali Khan
Rumina Bhakat
Smart Homes
Partner

Smart Homes
Pitob Chandra Das
Partner

Smart Homes
Yuvraj
Partner

Smart Homes
Debdutta Das
Partner

Smart Homes
Anab Samanta
Partner

15. 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 Executants/Executors of this Power of Attorney being the Owner. And the Executants/Executors 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 Executants/Executors 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.
16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.
17. To appoint an architect and to get the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities concerned in respect of the proposed building.
18. To make necessary applications and signed all papers, to appear before the Burdwan Municipality, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities.

*✓ Name is not Bhawan
Pratima Bhakat*

Smart Homes
Somant's Caf
Partner

Smart Homes
Bhaskar Chandra Das
Partner

Smart Homes
Susobhan
Partner

Smart Homes
Debabrata Das
Partner

Smart Homes
Asrab Samanta
Partner

19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of 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.
20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
22. To pay any deposit and pay moneys required to be deposited with the Burdwan Municipality and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
23. To pay all the taxes to the concern authority relating to the said property until the completion of the building.
24. To file or defend any suit on behalf of the Executants/Executors of this Power of Attorney being the 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

Mansi K. P. Sharma
Pratima Bhaskar

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Sonata's Land
Partner

Smart Homes
Prakash Chandra Das
Partner

Smart Homes
Yusuf Khan

Partner
Smart Homes
Deborah's Tek
Partner

Smart Homes
Anub Samant
Partner

on behalf of the Executants/Executors of this Power of Attorney being the Owner.

25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
26. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
27. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
28. To accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
29. To apply for the inspection of and to inspect any Judicial records any records of any office or offices.
30. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executants/Executors of this Power of Attorney being the Owner are or may be party or any way interested.
31. 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.
32. 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

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Purnima Bhakal

Smart Homes
Sanath Reddy
Partner

Smart Homes
Sitach Chandrasekar
Partner

Smart Homes
Sunil Kumar

Partner
Smart Homes
Subrahmanya
Partner

Smart Homes
Sunil Kumar
Partner

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.

33. To execute, sign and enter into an agreement for sale on behalf of the Executants/Executors 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. After making all adjustment if there is any residual amount remains then the Owner will get the said residual amount in their account.

34. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Owner's Allocation as well as of the Developer's Allocation and to receive consideration from them in respect of the 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

Manoj Kumar Sharma
 Purvima Bhatnagar
 Smart Homes
 Somnath Roy
 Partner

 Smart Homes
 Bishal Chandra Das
 Partner

 Smart Homes
 Yuvraj Bhanu
 Partner

 Smart Homes
 Subodh Kumar
 Partner

 Smart Homes
 Anub Samant
 Partner

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.

35. 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.

36. 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



Sumit Kumar
Purnima Bhakal
Smart Homes
Sumant Singh
Partner

Smart Homes
Bibek Chandra Das
Partner

Smart Homes
Yuvraj
Partner

Smart Homes
Deborah T
Partner

Smart Homes
Anab Samant
Partner

on behalf of the owners/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNER and 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. After making all adjustment if there is any residual amount remains then the Owner will get the said residual amount in their account.

37. To deliver the possession in favour of the buyer on behalf of the Executants/Executors of this Power of Attorney being the Owner.
38. 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 Executants/Executors 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

Nasser and Shaima

Purnima Bhakat

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Somnath Lang
Partner

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Bikesh Chandra Das
Partner

Smart Homes
Yunus Khan
Partner

Smart Homes
Sebastian Taha
Partner

Smart Homes
Asad Samant
Partner

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 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.

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

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.

ARTICLE XIII - ARBITRATION:

13.1 In case of any dispute, difference or question arising between the parties with regard to the interpretation meaning or scope of this agreement or any

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Smart Homes
Partner

Smart Homes
Atish Chandra Das
Partner

Smart Homes
Yuvraj
Partner

Smart Homes
Devi Prasad Das
Partner

Smart Homes
Asmita Samanta
Partner

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 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, 1996 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 THE PIECE AND PARCEL OF VACANT LAND of Bastu Land is measuring about **0.11 Acres** (a little more or less) i.e., **11 Decimals** (a little more

Smart Homes
Purnima Bhattacharya
 Smart Homes
Smrati Roy
 Partner
 Smart Homes
Abhishek Chandra Das
 Partner
 Smart Homes
Yunus Khan
 Partner
 Smart Homes
Debabrata Mishra
 Partner
 Smart Homes
Arant Samanta
 Partner

or less) situated on Mouza: Balidanga under J.L. No. 35, within Police Station: Bardhaman Sadar in the District of Purba Bardhaman Old Khatian No. 176, L.R. Khatian Nos. 11223 and 11224 appertaining to C.S. Plot No. 369, R.S. Plot No. 618, 621 & 621/1729, L.R. Plot No. 1216 within the local limits of Burdwan Municipality within Ward No. 14, Circle No. 14 at Suhrid Pally Mahalla having Municipal Holding No. 316 and the said property is with walls, yards etc and benefit, advantages of ancient and other rights, liberties, easements privileges, appendages and appurtenances whatsoever to the said plot of land or any part there of belongings or in any arise appertaining to with the same or any part there of usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and the proper depiction and description and demarcation of the said ~~Land~~ *Land Specifically demarcated in RED border in the Sketch Map annexed herewith* and the entire property is butted and bounded as hereunder;

On the North by: *Open Vacant Land and Choto Balidanga Road;*
On the South by: *Property of Others;*
On the East by: *42 Ft Wide Baranilpur Road;*
On the West by: *House of Pals.*

Total Area of the Land is 0.11 Acres (a little more or less) i.e., **11 Decimals** (a little more or less).

The Proper demarcation and depiction of the landed is depicted in the annexed map which is attached herewith and such depiction shall construed to be a part of this deed in regard to the measurement, area, features, characteristics, size, location, boundary of the landed property.

The Land which is given for Development through this Deed is situated within the limit of Burdwan Municipality.

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

Pravin Kumar Sharma
Pragnya Bhakal
 Smart Homes
Somnath Ray
 Partner
 Smart Homes
Bibek Choudhary Das
 Partner
 Smart Homes
Yuvraj
 Partner
 Smart Homes
Debasmita Das
 Partner
 Smart Homes
Debasmita Das
 Partner
 Smart Homes
Debasmita Das
 Partner

TOTAL AREA OF PROPERTY GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT:- 11 Decimals (A Little More or Less) i.e., 0.11 Acres (A Little More or Less) which is specifically demarcated and properly delineated within the Map annexed herewith.

The Property is having Holding No. 316 at Mahalla: Suhrid Pally, Ward No. 14 within the limit of Burdwan Municipality.

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

THE SECOND SCHEDULE ABOVE REFERRED TO

(Details of Payment System Adjustable Amount)

1. On 10th February of 2023 the DEVELOPER paid an installment of advance adjustable amount of Rs. 60,00,000/- (Rupees Sixty Lakhs Only) to the OWNERS through Fund Transfer from the Account of the Developer.
2. Within 15th April of 2023 the DEVELOPER paid an installment of advance adjustable amount of Rs. 40,00,000/- (Rupees Forty Lakhs Only) to the OWNERS.

Total Agreed Adjustable Amount:- Rs. 1,00,00,000/- (Rupees One Crore Only)

(Note: The Adjustable Amount 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/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.

Manoj Kumar
Purnima Bhakat
Smart Homes
Somnath Das
Partner

Smart Homes
Atish Chandra Das
Partner

Smart Homes
Sumo Das
Partner

Smart Homes
Debidutta Das
Partner

Smart Homes
Arund Samanta
Partner

FLOOR:-

1 Ft. 9 Inch x 2 Ft. 9 Inch Cut Piece Marble/Vitrified Floor Tiles for All room, Verandah, Hall, Kitchen, Bath/Toilet.

SKIRTING AND DADO:-

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

PLASTERING:-

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

WOODWORK AND JOINERY:-

100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 mm. Thick solid core Flush door, Thickness of the shutter will be 32 mm. Main Door shutter for the owner will be made of quality Flush door.

M. S. GRILL WORKS:-

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

PAINTING:-

All the internal wall surfaces and the ceiling will be finished with Plaster of parish.

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

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Sanjay K. Singh
Partner

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Devi Prakash Tripathi
Partner

Smart Homes
Aravind Samant
Partner

surfaces and the steel surfaces will be finished with enamel paint after necessary priming coat

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

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

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

Each Bed Room Two light points, 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.

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.

Narender Singh
Proprietor Bhaktat

Smart Homes
Suman Singh
Partner

Smart Homes
Bibek Chandra Das
Partner

Smart Homes
Yashwanth
Partner

Smart Homes
Sudhakar Das
Partner

Smart Homes
Anand Samant
Partner

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

TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, one Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of cut pieces marble (1'6" X 1'6"). One basin with tap will be installed at Dining Hall.

KITCHEN SPACE:-

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

OVER HEAD TANK:-

P.V.C. or Concrete (as per the Developer's Convenience)

**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 (If the Developer deems it fit and convenient), Water Pump room (If the Developer deems it fit and convenient), Generator Room (If

Narain & Paul Bhawan
Rumina Bhakur

Smart Homes
Somnath Rao
Partner

Smart Homes
Ajay Chandra Das
Partner

Smart Homes
Juno Burn
Partner

Smart Homes
Subrata Das
Partner

Smart Homes
Arav Samant
Partner

the Developer deems it fit and convenient),

10. Septic Tanks,
11. Boundary Walls with Entrance Gate,
12. Underground water reservoirs (if the Developer deems it fit and convenient),
13. Overhead Water Tank,
14. Transformer and space (if the Developer deems it fit and convenient),
15. Lift/s (if the Developer deems it fit and convenient),
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 **OWNERS**, the **DEVELOPER** and **WITNESSES** after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind on **10th of February, 2023**.

Receipt of advance adjustable amount

The **OWNERS** hereby doth admit and confirm about **RECEIPT** and **RECEIVING** of and from the within named **DEVELOPER** the sum of **Rs. 60,00,000/- (Rupees Sixty Lakhs Only)** as advance adjustable amount which has been paid by the **DEVELOPER** on as per Second Schedule in respect of and out of the pre-settled total adjustable amount **Rs. 1,00,00,000/- (Rupees One Crore Only)**.

[This Deed is prepared on 1 (One) Stamp Paper, 66 (Sixty Six) Legal Papers, 1 (One) Map and 4 (Four) Legal Papers containing the Finger Prints and Photos of the Parties i.e., this Deed is prepared on and upon total 72 (Seventy Two) Pages].

WITNESSES:-

1. Abhijit Ghosh
S/o - Ananta Ghosh
Bhabani Pradhan
Burdwan - 713104
2. Sh. Sisir
S/o - Sh. Morded
Nevadighi, Burdwan
Purba Burdwan.
713101.

1. *Nandini Prasad Bhattacharya*
2. *Jyotima Bhattacharya*

SIGNATURES OF THE OWNERS

Smart Homes
Somnath Roy
Partner

Smart Homes
Bikash Chandrakas
Partner

Smart Homes
Jyoti Ban
Partner

Smart Homes
Debabrata Tri
Partner

Smart Homes
Arav Somant
Partner



Drafted by me & typed in my Office

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





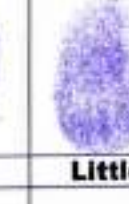



SEAL & SIGNATURES OF THE DEVELOPER

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



Manoj Kumar Bhandari

SIGNATURE *Manoj Kumar Bhandari*











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



Purnima Bhakat

SIGNATURE

Purnima Bhakat

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



SIGNATURE











Smart Homes
Sanath Kary
Partner

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



SIGNATURE

Smart Homes
Bikash Chandra
Partner

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



SIGNATURE

Smart Homes
Yuvraj Bann
Partner

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



SIGNATURE

Smart Homes
Tejbir Singh Tsh
Partner

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



Asrab Samant

SIGNATURE

Smart Homes
Asrab Samant
Partner



GOVERNMENT OF MAHARASHTRA
 REGISTRATION NO. 24/2009

10 FEB 2013

SKETCH MAP SHOWING IN RED COLOUR HAVE JOINTLY & UNANIMOUSLY GIVEN FOR DEVELOPMENT PROMOTING OF LANDED PROPERTY AS DEPICTED BELOW IN FAVOUR OF " SMART HOMES " (A BUSINESS IN THE NATURE OF PARTNERSHIP INCORPORATED UNDER THE INDIAN PARTNERSHIP ACT , 1932) HAVING ITS OFFICE AT 78 , BARANILPUR, BEACHARHAT, P.O -SRIPALLY, P.S -BURDWAN, DIST. -PURBA BARDHAMAN, PIN-713103.
 RELATING TO MOUZA -BALIDANGA, J.I. NO -35, P.S -BURDWAN, DIST. -PURBA BARDHAMAN, OF R.S PLOT NO - 618/P, 621/P & 621/1729/P, L.R PLOT NO -1216, L.R KH. NO -11223 , 11224 , HOLDING NO -316, MAHALLA -SUHRID PALLY , WARD NO - 14 , UNDER BURDWAN MUNICIPALITY , NATURE OF LAND - BASTU , MEASURING- 0.110 ACRE (MORE OR LESS).

SCALE:-33'=1" (INCH)



Smart Homes
 Smart Homes
 Bikash Chandra Das
 Juvaborn

Deborah Tah
 Anes Samanté
Partner

Manoj Kumar Bhattacharya
 Jyotima Bhakat


 Kartik Karmakar
 (Surveyor)
 Regd. St. No. 25549
 Lakurdi, Burdwan

DRAWN BY
 (ACCORDING TO PREVIOUS DEED MAP)

SIGNATURE



Government of West Bengal
Directorate of Registration & Stamp Revenue

FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	0203000089/2023	Date of Application	10/02/2023
Query No / Year	02032000361117/2023		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr Rajdeep Goswami		
Stampduty Payable	Rs.10,061/-		
Registration Fees Payable	Rs.60,021/-		
Applicant Name of the Visit Commission	Mr Rajdeep Goswami		
Applicant Address	Judges Court Burdwan		
Place of Commission	SADARGHAT PURATAN BAZAR, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713103		
Expected Date and Time of Commission	10/02/2023 5:30 PM		
Fee Details	J1: 250/-, J2: 300/-, PTA-J(2): 0/-, Total Fees Paid: 550/-		
Remarks			



Government of West Bengal

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







OFFICE OF THE A.D.S.R. Bardhaman, District Name :Purba Bardhaman

Signature / LTI Sheet of Query No/Year 02032000361117/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr NARUGOPAL BHAKAT SADARGHAT PURATAN BAZAR, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	Land Lord			<i>Narugopal Bhakat</i> 10-02-2023
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mrs PURNIMA BHAKAT SADARGHAT PURATAN BAZAR, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	Land Lord			<i>Purnima Bhakat</i> 10-02-2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr SOMNATH RAY ALAMGANJ, City:- Burdwan, P.O:- NATUNGANJ, P.S:- Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713102	Represent ative of Developer [SMART HOMES]			<i>Somnath Ray</i> 10/02/23
4	Mr BIKASH CHANDRA DAS BARANILPUR AMBAGAN, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	Represent ative of Developer [SMART HOMES]			<i>Bikash Chandra Das</i> 10/02/23
5	Mr SUVRO BASU FL C/3 P-21 SENHATI COLONY, City:- Not Specified, P.O:- BEHALA, P.S:-Sisir Bhaduri Sarani, District:- Kolkata, West Bengal, India, PIN:- 700034	Represent ative of Developer [SMART HOMES]			<i>Suvro Basu</i> 10/02/23

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6	Mr DEBARATA TAH RADHA PALLY GT ROAD, City:- Not Specified, P.O:- MEMARI, P.S:-Memari, District:-Purba Bardhaman, West Bengal, India, PIN:- 713146	Represent ative of Developer [SMART HOMES]			<i>Debarata Tah</i> 10/2/23
7	Mr ARNAB SAMANTA ST XAVIERS ROAD SATAPDIBAG, City:- Not Specified, P.O:- SRIPALLY, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	Represent ative of Developer [SMART HOMES]			<i>Arnob Samanta</i> 10/02/23
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr ABHIJIT GHOSH Son of Mr ANANTA GHOSH SHYAMLAL ROAD, City:- Not Specified, P.O:- RAJBATI, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713104	Mr NARUGOPAL BHAKAT, Mrs PURNIMA BHAKAT, Mr SOMNATH RAY, Mr BIKASH CHANDRA DAS, Mr SUVRO BASU, Mr DEBARATA TAH, Mr ARNAB SAMANTA			<i>Abhijit Ghosh</i> 10/2/2023

(Sanjit Sardar)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
Bardhaman

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



100220232029038851

PS Payment Detail

RIPS Payment ID:	100220232029038851	Payment Init. Date:	10/02/2023 12:43:24
Total Amount:	65082	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7636575833715	BRN Date:	10/02/2023 12:43:46
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr SMART HOMES
Mobile: 9002354575

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230290388528	Directorate of Registration & Stamp Revenue	65082
Total			65082

IN WORDS: SIXTY FIVE THOUSAND EIGHTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAID

Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192022230290388528

Details

ARN:	192022230290388528	Payment Mode:	SBI Epay
ARN Date:	10/02/2023 12:43:24	Bank/Gateway:	SBIePay Payment Gateway
BRN :	7636575833715	BRN Date:	10/02/2023 12:43:46
Gateway Ref ID:	IGAPCSNCJ8	Method:	State Bank of India NB
GRIPS Payment ID:	100220232029038851	Payment Init. Date:	10/02/2023 12:43:24
Payment Status:	Successful	Payment Ref. No:	2000361117/1/2023 [Query No*/Query Year]

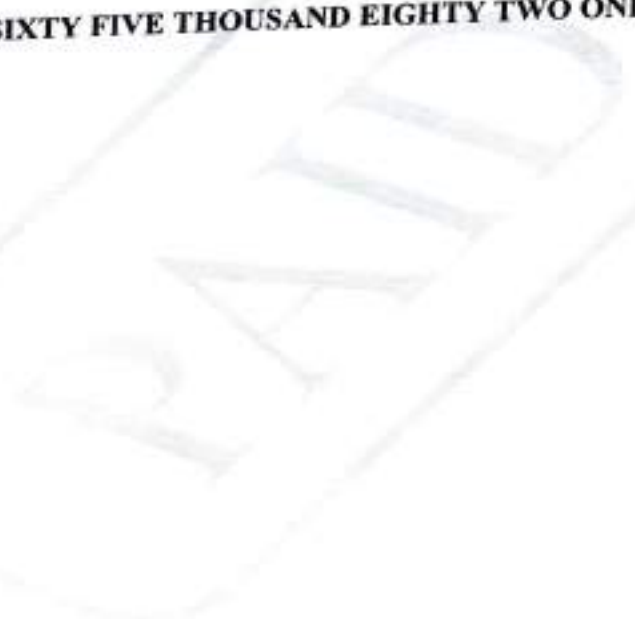
Depositor Details

Depositor's Name:	Mr SMART HOMES
Address:	BURDWAN
Mobile:	9002354575
Period From (dd/mm/yyyy):	10/02/2023
Period To (dd/mm/yyyy):	10/02/2023
Payment Ref ID:	2000361117/1/2023
Dept Ref ID/DRN:	2000361117/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000361117/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	5061
2	2000361117/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	60021
			Total	65082

IN WORDS: SIXTY FIVE THOUSAND EIGHTY TWO ONLY.



Major Information of the Deed

Deed No :	I-0203-01487/2023	Date of Registration	01/03/2023
Query No / Year	0203-2000361117/2023	Office where deed is registered	
Query Date	09/02/2023 8:58:40 PM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	Rajdeep 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 Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 60,00,000/-]		
Set Forth value	Market Value		
	Rs. 75,59,996/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,061/- (Article:48(g))	Rs. 60,021/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Baranilpur Road, Mouza: Balidanga, .
Ward No: 14 JI No: 35, Pin Code : 713103

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1216 (RS -)	LR-11223	Bastu	Bastu	5.5 Dec		37,79,998/-	Width of Approach Road: 42 Ft., Adjacent to Metal Road,
L2	LR-1216 (RS -)	LR-11224	Bastu	Bastu	5.5 Dec		37,79,998/-	Width of Approach Road: 42 Ft., Adjacent to Metal Road,
TOTAL :					11Dec	0/-	75,59,996 /-	
Grand Total :					11Dec	0/-	75,59,996 /-	

and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr NARUGOPAL BHAKAT (Presentant) Son of Late CHANDI SANKAR BHAKAT SADARGHAT PURATAN BAZAR, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx7F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Pvt. Residence
2	Mrs PURNIMA BHAKAT Wife of Mr NARU GOPAL BHAKAT SADARGHAT PURATAN BAZAR, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx3E,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SMART HOMES 78 BARANILPUR BECHARHAT, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 , PAN No.:: ADxxxxxx5B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr SOMNATH RAY Son of SUBODH KUMAR RAY ALAMGANJ, City:- Burdwan, P.O:- NATUNGANJ, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx1F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SMART HOMES
2	Mr BIKASH CHANDRA DAS Son of Late BISHNUPADA DAS BARANILPUR AMBAGAN, City:- Burdwan, P.O:- SRIPALLY, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx6R,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SMART HOMES
3	Mr SUVRO BASU Son of SUBHAS CHANDRA BASU FL C/3 P-21 SENHATI COLONY, City:- Not Specified, P.O:- BEHALA, P.S:-Sisir Bhaduri Sarani, District:-Kolkata, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx0F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SMART HOMES

4 Mr DEBARATA TAH

Son of MIHIR TAH RADHA PALLY GT ROAD, City:- Not Specified, P.O:- MEMARI, P.S:-Memari, District:-Purba Bardhaman, West Bengal, India, PIN:- 713146, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxx5R,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SMART HOMES

5 Mr ARNAB SAMANTA

Son of RABINDRA NATH SAMANTA ST XAVIERS ROAD SATAPDIBAG, 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.:: ATxxxxxx0G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SMART HOMES

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ABHIJIT GHOSH Son of Mr ANANTA GHOSH SHYAMLAL ROAD, City:- Not Specified, P.O:- RAJBATI, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713104			
Identifier Of Mr NARUGOPAL BHAKAT, Mrs PURNIMA BHAKAT, Mr SOMNATH RAY, Mr BIKASH CHANDRA DAS, Mr SUVRO BASU, Mr DEBARATA TAH, Mr ARNAB SAMANTA			

Transfer of property for L1

SI.No	From	To, with area (Name-Area)
1	Mr NARUGOPAL BHAKAT	SMART HOMES-2.75 Dec
2	Mrs PURNIMA BHAKAT	SMART HOMES-2.75 Dec

Transfer of property for L2

SI.No	From	To, with area (Name-Area)
1	Mr NARUGOPAL BHAKAT	SMART HOMES-2.75 Dec
2	Mrs PURNIMA BHAKAT	SMART HOMES-2.75 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Baranilpur Road, Mouza: Balidanga, , Ward No: 14 JI No: 35, Pin Code : 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1216, LR Khatian No:- 11223	Owner:নাজুগোপাল ভকত, Gurdian:চন্ডি শংকর ভকত, Address:নিজ , Classification:ডাঙ্গা, Area:0.05500000 Acre,	Mr NARUGOPAL BHAKAT
L2	LR Plot No:- 1216, LR Khatian No:- 11224	Owner:পূর্নিমা ভকত, Gurdian:নাজুগোপাল ভকত, Address:নিজ , Classification:ডাঙ্গা, Area:0.05500000 Acre,	Mrs PURNIMA BHAKAT

On 10-02-2023

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

Presented for registration at 18:50 hrs on 10-02-2023, at the Private residence by Mr NARUGOPAL BHAKAT , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 75,59,996/-

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

Execution is admitted on 10/02/2023 by 1. Mr NARUGOPAL BHAKAT, Son of Late CHANDI SANKAR BHAKAT, SADARGHAT PURATAN BAZAR, P.O: SRIPALLY, Thana: Bardhaman
.. City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business, 2. Mrs PURNIMA BHAKAT, Wife of Mr NARU GOPAL BHAKAT, SADARGHAT PURATAN BAZAR, P.O: SRIPALLY, Thana: Bardhaman
.. City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business

Indetified by Mr ABHIJIT GHOSH, .. Son of Mr ANANTA GHOSH, SHYAMLAL ROAD, P.O: RAJBATI, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

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

Execution is admitted on 10-02-2023 by Mr SOMNATH RAY,
Indetified by Mr ABHIJIT GHOSH, .. Son of Mr ANANTA GHOSH, SHYAMLAL ROAD, P.O: RAJBATI, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

Execution is admitted on 10-02-2023 by Mr BIKASH CHANDRA DAS,
Indetified by Mr ABHIJIT GHOSH, .. Son of Mr ANANTA GHOSH, SHYAMLAL ROAD, P.O: RAJBATI, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

Execution is admitted on 10-02-2023 by Mr SUVRO BASU,
Indetified by Mr ABHIJIT GHOSH, .. Son of Mr ANANTA GHOSH, SHYAMLAL ROAD, P.O: RAJBATI, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

Execution is admitted on 10-02-2023 by Mr DEBARATA TAH,
Indetified by Mr ABHIJIT GHOSH, .. Son of Mr ANANTA GHOSH, SHYAMLAL ROAD, P.O: RAJBATI, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

Execution is admitted on 10-02-2023 by Mr ARNAB SAMANTA,
Indetified by Mr ABHIJIT GHOSH, .. Son of Mr ANANTA GHOSH, SHYAMLAL ROAD, P.O: RAJBATI, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others



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

n 24-02-2023

Payment of Fees

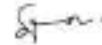
Certified that required Registration Fees payable for this document is Rs 60,021.00/- (B = Rs 60,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by by online = Rs 60,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/02/2023 12:43PM with Govt. Ref. No: 192022230290388528 on 10-02-2023, Amount Rs: 60,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7636575833715 on 10-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,061/- and Stamp Duty paid by by online = Rs 5,061/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/02/2023 12:43PM with Govt. Ref. No: 192022230290388528 on 10-02-2023, Amount Rs: 5,061/-, Bank: SBI EPay (SBlePay), Ref. No. 7636575833715 on 10-02-2023, Head of Account 0030-02-103-003-02



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

On 01-03-2023

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,061/- and Stamp Duty paid by Stamp Rs 5,000.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4004, Amount: Rs.5,000.00/-, Date of Purchase: 10/02/2023, Vendor name: Golam Mohabub



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

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being No 020301487 for the year 2023.



Digitally signed by SANJIT SARDAR
Date: 2023.03.02 12:27:53 +05:30
Reason: Digital Signing of Deed.

Sanjit

(Sanjit Sardar) 2023/03/02 12:27:53 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.

(This document is digitally signed.)