

4548/22

D-4544



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 143903

11-20 Am
 125 2925/22
 11/5/22

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

11 MAY 2022

DEVELOPMENT AGREEMENT CUM DEVELOPMENT POWER OF ATTORNEY

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 11TH DAY OF MAY TWO THOUSAND AND TWENTY-TWO

BETWEEN _____

Handwritten initials and a date: 6/5/22

R

MR. ASIT KUMAR KUNDU,

AADHAAR: 2788 1236 2694

Son of Late Abhay Pada Kundu, by Nationality Indian, by faith Hindu, by Occupation Business, presently residing at Khaja Anowar Berh, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713103; . AMAPK0677R hereinafter called and referred as the **OWNER** (which express or shall unless excluded his respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

And

M/S "G S PROPERTIES" A Partnership Firm having its Regd. Office at 227/B, B.T. Road, Kolkata-700036, . AAVFG9749B; represented by its Partner namely,

SMT SUTAPA GHAR

AADHAAR: 8814 6535 2511

w/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, resident of FRAV 29, Ulhas Mini Township, Joteram P.S. Burdwan Sadar & Dist. Purba Bardhaman, Pin - 713101; . AHGPG5524L, and

SRI SAYAN GHAR

AADHAAR: 2573 0392 6664

S/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, resident of FRAV 29, Ulhas Mini Township, Joteram P.S. Burdwan Sadar & Dist. Purba Bardhaman, Pin - 713101; . BYEPG7023C

herein after called the **DEVELOPER** (which express or shall unless excluded its/their and each of its/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

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

AND WHEREAS the First Scheduled property originally belonged to Ras Gobindo Kundu, Bijoy Gobindo Kundu, Radha Gobindo Kundu and Susama Bala Nandy daughter of Late Gopal Gobindo Kundu along with other properties and while being the owners and possessors of the same jointly, they partitioned the said property by metes and bounds along with other properties amongst themselves by virtue of a Partition Suit being Title Suit No. 94 of 1954 and the said First Scheduled property was obtained and acquired by Ras Gobindo Kundu by virtue of the Judgment and Decree of the Hon'ble Court out of the the said Partition.

AND WHEREAS Ras Gobindo Kundu while enjoying and possessing the same gifted the First Schedule mentioned property along with other properties in favour of his 2 (Two) sons namely Tarapada Kundu and Abhaypada Kundu by virtue of a Registered Deed of Gift being Deed No. I-3424 of 1972 dated 09.05.1972 and registered before the office of the DSR, Burdwan.

AND WHEREAS Tarapada Kundu while enjoying and possessing his one half share of the property along with his share in other properties gifted in favour of his

brother namely Abhaypada Kundu by virtue of a Registered Deed of Gift being Deed No. I-5481 of 2004, incorporated in Book No. I, registered at ADSR, Burdwan.

AND WHEREAS after obtaining 100% share in the said property as mentioned in the First Schedule along with other properties hereinafter the said Abhaypada Kundu constructed house thereon and afterwards while enjoying and possessing the same he gifted 50% of his share in the First Schedule mentioned property along with other properties in favour of his son being the FIRST PART of this Deed namely Asit Kumar Kundu by virtue of a Registered Deed of Gift being Deed No. I-4223 for 2005 incorporated in Book No. I, Volume No. X-150, Page Nos. 155 to 161 registered at ADSR, Burdwan.

AND WHEREAS said Abhaypada Kundu again while enjoying and possessing the rest one half share of the property i.e., his entire remaining along with other properties in favour of his son being the FIRST PART of this Deed namely Asit Kumar Kundu by virtue of a Registered Deed of Gift being Deed No. I-4675 for 2020 incorporated in Book No. I, Volume No. 0203-2020, Page Nos. 114641 to 114660 registered before the office of the ADSR, Burdwan and since then the present OWNER by virtue of the aforesaid Deeds, became the absolute owner and possessor in respect of absolute right, title and interest in respect of the property mentioned in detailed in the First Schedule hereinafter inclusive of the structure thereon and he has been enjoying the same as the absolute possessor without the intervention of any third person till this day.

AND WHEREAS Asit Kumar Kundu being the present OWNER mutated his name in the present L.R.R.O.R and got his names recorded in L.R. Khatian No. 1164 and afterwards he has been peacefully enjoying the property as the 16 Anna Title

Holder by also incorporating his name in the Holding No. 33 of Ward No. 17, Circle No. 17, Berh West Para Mahalla of Burdwan Municipality.

AND WHEREAS that there is a large portion of land being **7.936 Decimals** thereon as mentioned in the First Schedule of property which is unmaintained and thereby the **OWNER** has taken decision to construct a multi-storeyed residential building inclusive of Flats/Residential Units and Car Parking Spaces by demolishing the existing structure present thereon and by constructing building/s and to develop the premises which is not being looked after by the **OWNER** due to his inexperience in the field of maintenance of property and also occupational dilemma as well as health and habitation uncertainty in the City of Burdwan and thereby the **OWNER** has taken decision to demolish the existing structure and to construct the multi-storeyed residential building along with residential building inclusive of Flats/Residential Units and Car Parking Spaces and to develop the premises.

AND WHEREAS as the **OWNER** neither has the capacity nor has the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with multi-storeyed residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces.

AND WHEREAS the **DEVELOPER** is itself is a Limited Liability Partnership Firm having more good-will, respect in the sector of Development and promoting and experience, knowledge and skill to develop the same and the **OWNER** is particularly in possession of high expectation and respect towards the Firm from its previous experiences. 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 construction of a multi-storied building for residential purpose inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities.

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

- 1.1 **PREMISES:** Premises shall mean the premises with land as stated in the **First Schedule** of this agreement.
- 1.2 **BUILDING/S:** Building shall mean the proposed multi-storeyed residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, to be duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan 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.
- 1.3 **OWNER:** Owner shall mean **MR. ASIT KUMAR KUNDU**, Son of Late Abhay Pada Kundu, by Nationality Indian, by faith Hindu, by Occupation- Business, presently residing at Khaja Anowar Berh, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713103; . AMAPK0677R and shall include his respective heirs, executors, administrators, representatives, transferees, assignees and nominees.
- 1.4 **DEVELOPER:** Developer shall mean **M/S "G S PROPERTIES"** A Partnership Firm having its Regd. Office at 227/B, B.T. Road, Kolkata-700036, PAN. AAVFG9749B; represented by its Partners namely, **SMT SUTAPA GHAR** w/o Sri

Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, a resident of FRAV 29 , Ulhas Mini Township , Joteram P.S. Burdwan Sadar & Dist. Purba Bardhaman, Pin - 713101; . AHGPG5524L , and SRI SAYAN GHAR S/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, a resident of FRAV 29 , Ulhas Mini Township , Joteram P.S. Burdwan Sadar & Dist. Purba Bardhaman, Pin - 713101; . BYEPG7023C and shall include its respective legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees;

- 1.5 **COMMON FACILITIES:** Common Facilities shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator room, community room, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the **Third Schedule** of this Indenture.
- 1.6 **OWNER'S ALLOCATION:**
- 1.6.1 **Owner's Allocation** shall mean the absolute right of the OWNER in regard to his respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNER will be 33% of the proposed building/buildings being the residential building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality as per his share over land more specifically mentioned in the First Schedule, i.e., the OWNER will altogether obtain the entitlement of the 33% in respect of the entire proposed building; Here it must be mentioned that the OWNER will obtain 33% allocation in the Parking Area and also will obtain 01 (One)

Residential Flat on the 1st (First) Floor being Flat No: 1A of the said Building and 02 (Two) Residential Flats on the 3rd (Third) Floor being Flat No: 3B and 3C respectively of the said Building and 50% of the installation cost of the Electric Transformer for the entire project has to be borne by the OWNER **whereas save and except the said Owner's Allocation**, the OWNER will not sale any other Unit/Flat/Parking Space or will not do any documentation or will not execute any document and agreement for Sale in respect of any other flats and parking spaces and all such work will be done by his Power of Attorney Holder being the Representative cum Managing Partner of the Developer Firm on his behalf and will not receive any consideration money in respect of the remaining flats and parking spaces **save and except the allocated flats and parking spaces (as detailed hereinabove)** 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 DEVELOPER as the duly constituted Power of Attorney Holder 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.

1.7 DEVELOPER'S ALLOCATION:

- 1.7.1 **Developer's Allocation** shall mean the absolute right of the DEVELOPER in regard to 67% of the Total constructed portion of the proposed building/buildings being the residential building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storeied Building comprised with Residential Flats and Parking Spaces as per its respective share over the entire First Schedule mentioned property including Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors EXCEPT the portion defined in the OWNER'S ALLOCATION and 50% of the

installation cost of the Electric Transformer for the entire project has to be borne by the DEVELOPER but **except what has been specifically mentioned and defined as OWNER'S ALLOCATION** the DEVELOPER will have exclusive right to enjoy as per its entitlement and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire Developer's Allocation as defined hereinabove.

- 1.7.2 Roof area which shall be the roof directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the OWNER and DEVELOPER jointly; during the tenure of this Agreement, if the DEVELOPER obtains any further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan and the OWNER shall not have any allocation and/or right, title and interest in respect of such construction and be it mentioned here that the OWNER will not sale the said 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 Developer on their behalf and the OWNER will take the Monetary Consideration 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 DEVELOPER as the duly constituted Power of Attorney and Authorized Agent 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 the present OWNER admits and agrees and declares not to raise any objection whatsoever in this regard in future.

- 1.7.3 Ground Floor Area and the Under Ground Floor Area which shall be the will be allotted in favour of the DEVELOPER solely; during the tenure of this Agreement, if the DEVELOPER obtains any excess or further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said Ground Floor Area and the Under Ground Floor Area of the said building which is to be constructed in accordance with the said Plan then the OWNERS shall have no right of allocation on any sort of right, title and interest in respect of such construction which means that the DEVELOPER shall have the exclusive allocation of the Ground Floor and Under Ground Area in this regard.
- 1.8 **ARCHITECT:** Architect shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at his own cost and sole responsibility, subject to approval of the owner.
- 1.9 **BUILDING PLAN:** Building Plan shall mean the sanctioned plan of Burdwan Municipality and also the other plan/plans for construction of the building, duly approved by the OWNER with an option to leave out and to transfer by way of gift a strip of land in favour of Burdwan Municipality on the front attached with the access road to fulfil the required criteria of existing Municipal Building Rules for maintaining the Floor Area Ratio (FAR) and submitted by at the costs of the DEVELOPER to the Burdwan Municipality in order to construct Multi -Storied Building comprised with 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 Municipality.
- 1.10 **CONSTRUCTED SPACE:** 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:** Saleable Space means, any space in the Building and/or any unit/flat and/or parking space in the aforesaid Building except OWNER'S ALLOCATION 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:** Carpet Area means the net usable floor area of an 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 apartment.
- 1.13 **COVERED AREA:** Covered Area shall mean the Plinth area of the said Residential Unit/Flat/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between Two Residential Unit / Flats / Parking Space then one - half of the area under such wall shall be included in each Residential Unit / Flat.
- 1.14 **UNDIVIDED SHARE:** Undivided Share shall mean the undivided proportionate share in the land attributable to the each Flat and Residential Unit / Parking Space comprised in the said Holding and the common portions held by and / or here in agreed to be sold to the respective Purchaser and also wherever the context permits.
- 1.15 **CO - OWNER:** Co - Owner shall according to its context mean and include all persons who acquire or agree to acquire Residential Unit / Flat / Parking space in the Building, including the Developer for the Residential Unit/ Flats / Parking Spaces not alienated or agreed to be alienated.
- 1.16 **FLAT/UNIT:** Flat/Unit shall mean the Residential Unit/flat and / or other space or spaces intended to be built and or constructed and / or the covered area capable

of being occupied. It shall also mean that according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Residential Units/Flats in the Building/s and shall also include the Developer herein and the owner herein in respect of such Residential Units/Flats which are retained and/or not alienated and/or not agreed to be alienated of the time being.

- 1.17 COMMON EXPENSES:** 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:** Common Purposes shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co - OWNERS relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively .
- 1.19 SUPER BUILT-UP AREA:** Super Built-Up Area shall mean as per the Definition of Law in force and Order issued by the Government.
- 1.20 DEVELOPER'S ADVOCATE:** Developer's Advocate shall mean any Advocate as suggested, decided and appointed by the Developer who shall be preparing all the legal documents regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demise, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.
- 1.21 TRANSFER:** With its grammatical variations shall include a transfer by and/or of possession and by any other means adopted for effecting what is understood as a

transfer of space in a multistoried building/s to purchasers thereof although the same may not amount to a transfer in law.

1.22 TRANSFEREE/INTENDING PURCHASER: 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 DEVELOPER'S ALLOCATION or any space in the building/s has been transferred by the OWNER including the rights of transfer to the extent of his own share as defined and described as the OWNER'S ALLOCATION.

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

1.24 SINGULAR NUMBER: 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, lls-pendenses, acqulsitions, requisitions, attachments and trusts whatsoever or howsoever nature within Three Months from this very date of execution of this Agreement .

- 2.3 That the **DEVELOPER** will bear the cost of demolishing, dismantling, disintegrating and dissolving the existing construction (if any) and will take the possession of the vacant land in favour of the **DEVELOPER** provided that all the debris and rubbish will be retained by the **DEVELOPER** and shall be its property and the **DEVELOPER** will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation.
- 2.4 That the **DEVELOPER** will bear all expenditure and cost of all necessary and essential materials and equipment which will be required for the purpose of construction of the said building premises and the **OWNER** will co-operate with the **DEVELOPER** in all aspects except Financially.
- 2.5 That the **OWNER** by self or through his constituted attorney shall sign in all other necessary papers, documents, affidavits, declarations etc. require for modification of building plan/ revised plan if necessary, and for construction of building which may be required by the Developer for the purpose of construction and development of the said property in the said premises.
- 2.6 The **DEVELOPER** is hereby authorized and empowered in relation to the said construction, so far as may be necessary for apply of quotas of cement, steels bricks and other materials for the construction or the electric meter waster & drainage and other imputes and facilities and for other necessities required for which purpose the **OWNER** hereby agree upon to execute a Power of Attorney through this indenture in favour of the **DEVELOPER** being represented by its partners namely , **SMT SUTAPA GHAR** w/o Sri Bishwanath Ghar **PAN: AHGPG5524L** and

SRI SAYAN GHAR s/o Sri Bishwanath Ghar, PAN: **BYEPG7023C** both by Nationality Indian, both by faith Hindu, both by occupation Business, both residents of FRAV 29 , Ulhas Mini Township , Joteram P.S. Burdwan Sadar & Dist. Purba Bardhaman, Pin - 713101; being the Partners of the Developer Firm namely **M/S "G S PROPERTIES"** A Partnership Firm having its Regd. Office at 227/B, B.T. Road, Kolkata-700036, . **AAVFG9749B**; whereas such power or authority to be executed by a Registered Power of Attorney and/or a Power of Attorney within a registered Development Agreement as required by the DEVELOPER to sign by the OWNER all such application as to be require for the purpose and in connection with the construct of the proposed building/s and to sell flats and car parking spaces with share in land.

- 2.7 That except the OWNER no one else has 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 On behalf of the OWNER, the DEVELOPER out of its own cost shall pay all revenue and taxes to the competent authority till the transfer of the flat or space premises and execution and registration of the said Deeds of Transfer/Sale to the intending purchaser or transferee.
- 2.9 The OWNER has absolute right and authority to enter into the agreement with the DEVELOPER in respect of their title in the said premises agreed to be developed.
- 2.10 That there is no arrear of taxes and / or other levies of impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.

- 2.12 That the said land is not a Debottor or Pirottor or Wakf or Minor's 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 undertakes to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, liens, claims, damages, encumbrances and mortgages or any Third Party Possessory Rights or any Third Party Claim in the said premises arising out of or due to the negligence or non compliance of any law, bye-laws rules and regulations of the Burdwan Municipality i.e., Burdwan Municipal Authority or Government or local bodies including the Municipality as the case may be by the OWNER and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to or concerning prior to execution of this Deed and the Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation and Owner's Allocation shall be entirely borne by the Developer or its nominee or nominees. Here it must be mentioned that the OWNER will not be liable for any consideration received by the Developer from the intending Purchaser/Purchasers regarding the Developer's Allocation

after the development of the said premises and likewise the Developer shall not be liable for any act, deed, matter or thing done or caused to be done by the OWNER in respect of their Allocation.

- 2.17.** The OWNER hereby undertakes to empower the DEVELOPER to place the Title Deed(s) and related documents of right title ownership of the scheduled property before Financial Institution and/or Bank, etc for the purpose of creation of charge or to mortgage or whatsoever at the time of obtaining any loan or financial assistance or whatsoever in connection with the development of this project .
- 2.18** That during the continuance of this Agreement the OWNER shall not any way cause any impediment or obstruction whatsoever in the construction or development of Multi-storeyed 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 .
- 2.19** In case of failure to give open and clear possession in favour of the DEVELOPER by the OWNER and in that event if the DEVELOPER face any financial loss to that effect the OWNER will liable for all consequences.

ARTICLE III – COMENCEMENT:

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

ARTICLE IV – DEVELOPER'S RIGHT OF CONSTRUCTION:

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

thereon by way of the said new construction is to be done according to the Burdwan Municipality i.e., Burdwan Municipal Authority by-laws, rules and regulations and not otherwise.

- 4.2** The OWNER have approved/will approve and signed/will sign the said ARCHITECT'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality i.e., Burdwan Municipal Authority by the DEVELOPER in the name of the owner, and/or the same is/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 or any statutory authority requires any modification of the plan/plans submitted by the owner, the DEVELOPER shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect and the DEVELOPER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER shall bear all costs thereof for sanctioning the drawings/plans by the Burdwan Municipality and/or the other statutory authorities.
- 4.4** The OWNER hereby executed a Power of Attorney through this Deed only in favour of the DEVELOPER only for the purpose of sanction/corrections and/or amendment of the plan of the building at the said premises, and with sale right, including enter into agreement with the Intending purchaser and received the earnest money as well as consideration amount in respect of the allocation of the DEVELOPER.
- 4.5** All applications, plans and other papers including the ARCHITECTS DRAWINGS/DOCUMENTS referred to above shall be submitted by the DEVELOPER in the name of the OWNER of the said premises, but otherwise at the cost and expenses of the DEVELOPER only and the DEVELOPER shall pay and bear the

EXPENSES for submission of Architects drawings/documents and other like fees, charges and expenses, required to be paid or deposited for SANCTION of the said project design and construction thereon provided always that the DEVELOPER shall be exclusively entitled to all REFUNDS of any and all payments and/or deposits and made by it in that account.

- 4.6 After getting free and vacant possession of the said premises, demolition of the existing building/structures on the said premises (which will be done by the DEVELOPER or at the cost of the DEVELOPER) and removal of the debris shall be the responsibility and at the cost of the DEVELOPER only, provided, however, that the debris, salvage and materials arising there from shall belong solely to the DEVELOPER and the OWNER by any and all means will be barred from the right to claim to the same.
- 4.7 That if at the time of the execution of the deed the record of name of the property remains in the name of any other person except that of the OWNER then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to mutate the names in their names without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.8 That if at the time of the execution of the deed the record of nature and character of the property remains in any nature other than as it recorded in the L.R.R.O.R then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to convert the nature and character of the property without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.9 That if any sort of amalgamation or enamel is needed in regard to the First Schedule mentioned properties, then in that event within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to

amalgamate or enamel the property without any further delay and in this respect the DEVELOPER will simply cooperate.

ARTICLE V – TITLE DEEDS:

- 5.1 Immediately after the execution of this agreement the OWNER shall hand over the Original Title Deed and other papers and writings including the last paid up Municipality bills and the other Bills including Revenue Receipt issued by the Government of West Bengal through B.L.L.R.D relating to the said **First Schedule** mentioned premises of and/or for necessary searches, to the DEVELOPER for inspection and record.
- 5.2 The DEVELOPER through its Partners or/and representatives and/or nominee/nominees or the transferees of the OWNER and the DEVELOPER itself shall be entitled for detailed inspection of the original Title Deed(s) of the OWNER and thereafter the OWNER shall unconditionally handover the custody of the original Title Deed(s) to the DEVELOPER permanently for the purpose of inspection of the said Title Deed(s) as and when required by any Government Authority and/or Competent Authority and/or Financial Institution and/or Bank, etc at the time of loan sanctioning in favour of the prospective purchaser(s) of the Flat(s) and Parking Space(s) and whatsoever.
- 5.3 Subject to the provisions contained herein, the OWNER 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 In favour of the Purchasers shall be executed by the OWNER through the DEVELOPER as their Power of Attorney

Holder 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 is sanctioned by the Burdwan Municipality the OWNER by himself or through his constituted Power of Attorney holder i.e, the Developer Firm namely M/S "G S PROPERTIES" a Partnership Firm having its Regd. Office at 227/B, B.T. Road, Kolkata-700036, . AAVFG9749B being represented by its SMT SUTAPA GHAR w/o Sri Bishwanath Ghar PAN: AHGPG5524L and SRI SAYAN GHAR s/o Sri Bishwanath Ghar, PAN: BYEPG7023C both by Nationality Indian, both by faith Hindu, both by occupation Business, both residents of FRAV 29 , Ulhas Mini Township , Joteram P.S. Burdwan Sadar & Dist. Purba Bardhaman, Pin - 713101; having obtained all necessary permission, approvals and sanctions, the DEVELOPER will ipso-facto get the privilege to commence construction in respect of the portion of the of the premises in the possession of the OWNER. The construction will be in accordance with the Burdwan Municipality i.e., Burdwan Municipal Authority sanctioned plan. The OWNER shall allow the DEVELOPER purposes of construction and allied activities during the continuation of this agreement and until such time the proposed building is completed in all, respects. During such period the OWNER shall not prevent the DEVELOPER of the said premises from constructing the building and utilization the land for the process of construction of the Multi Storied residential building Inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway

and area of ingress and egress and other necessary facilities and amenities in accordance with the plans sanctioned by the Burdwan Municipality.

- 6.2 In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNER and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNER to carry out the construction of the proposed building and utilize the land for the process of construction of the Multi- Storied residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is to be completed within 36 months from the date of Plan Sanction by the Authority of Burdwan Municipality or from the date of RERA Registration which ever is later 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 and utilization the land for the process of construction of the Multi- Storied residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities 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 continuation of term of the project is 36 months from the date of Plan Sanction by the Authority of Burdwan Municipality or from the date of RERA Registration which ever is later. The OWNER or any of their agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during

this period the DEVELOPER will enjoy the right of absolute possession over the SAID PROPERTY and shall continue to do so till the last transfer of Residential Unit/Flat.

ARTICLE VII – SPACE ALLOCATION

- 7.1 The DEVELOPER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER only and no one else but the said building is to be constructed by the manner and way with all specifications as stated in the **Second Schedule** of this Indenture.
- 7.2 The DEVELOPER shall be exclusively and absolutely ENTITLED to the OWNER'S ALLOCATION as defined in **Clause 1.6** of this agreement in lieu of the consideration money forwarded by the DEVELOPER in favour of the OWNER.
- 7.3 The DEVELOPER shall be exclusively and absolutely entitled to sell, transfer and/or otherwise deal with the owner's allocation of space, except the vacant space, e.g. lawn or/and drive way or/and garden etc., the transfer of which is prohibited under Rules of Burdwan Municipality i.e., Burdwan Municipal Authority as well as West Bengal Municipal Act and/or by any other law for the time being in force in lieu of the consideration money forwarded by the DEVELOPER in favour of the OWNER.
- 7.4 In consideration of the DEVELOPER'S having constructed the building at its own costs and the consideration money which is provided for the owner's allocation as 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 OWNER shall not be entitled to sell, transfer and/or otherwise deal with

the owner's allocation or space at all and/or in any circumstances i.e., the sale must be made by the DEVELOPER on behalf of the OWNER and for themselves also and OWNER shall not be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space at all and/or in any circumstances and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee in respect of the whole building only by the DEVELOPER where the cost and expenses of such installation must be incurred by the intending purchaser/transferee.

- 7.6 The common area/facilities shall be jointly owned by the OWNER and the DEVELOPER for the common use and enjoyment of owner's/developers allocation of space. ; Here it must be mentioned that the OWNER will obtain 33% allocation in the Parking Area and also will obtain 01 (One) Residential Flat on the 1st (First) Floor being Flat No: 1A of the said Building and 02 (Two) Residential Flats on the 3rd (Thrd) Floor being Flat No: 3B and 3C respectively of the said Building and 50% of the installation cost of the Electric Transformer for the entire project has to be borne by the OWNER and save and except the said allocation, the OWNER will directly not sale any other Unit/Flat/Parking Space or will not directly do any documentation or will not execute any document and agreement for Sale in respect of any other flats and parking spaces and all such work will be done by their Power of Attorney Holder being the Representative cum Managing Partner of the Developer Firm on his behalf and will not receive any consideration money in respect of the remaining flats and parking spaces save and except the allocated flats and parking spaces (as detailed hereinabove) 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 DEVELOPER as the duly

constituted Power of Attorney and Authorized Agent(s) of the OWNERS 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.

- 7.7** The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion i.e., 67% of the Total Constructed Portion of the proposed building as stated in the aforesaid Clause No. 1.7 of this Indenture which is not attached with the OWNER'S ALLOCATION i.e., 67% of the proposed building/s and the DEVELOPER may let out, sale out, convey, transfer or any type of settlement in regard and respect to any Flat or Residential Unit and/or Car Parking Space/Garage with the third parties to the extent of 67% 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 except in regard to their own Allocation and they by any or/and all means and also is debarred from claiming any right, title and interest in the near and remote future.
- 7.8** Both the 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 alone and solely and the Ground Floor and the Under-Ground Floor Right and Allocation will be devolved upon the DEVELOPER solely and exclusively.
- 7.10** On completion of the building, but therefore giving possession, both the DEVELOPER alone conduct a survey of the super built up space/area in their respective allocation to ascertain the actual measurement of the area/space in

their respective allocations.

- 7.11** That the DEVELOPER shall alone have the right to allocate flats and parking spaces to the intending purchasers from the DEVELOPER'S ALLOCATION and the OWNER shall have no right whatsoever to enter into any agreement personally with the intending purchasers for sale of any of the flats or parking spaces to be constructed by the DEVELOPER over the land owned by the First Part (OWNER) and the DEVELOPER will have the right to construct further floors in the said proposed building in future if the DEVELOPER with the full cooperation of the OWNER manages to obtain permission for further construction from Burdwan Municipality but in such case of further construction the proportion of OWNER'S ALLOCATION as well as the DEVELOPER'S ALLOCATION to construct more floors will remain unchanged , 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 in the said proposed new constructed Floor save and except the already settled allocation of the Owner of 33% and in that scenario and in that event the DEVELOPER along with the OWNER will enjoy with all rights in respect of the said Floor constructed as per the Burdwan Municipality Sanctioned Plan.

ARTICLE VIII – COMMON FACILITIES:

- 8.1** As soon as the building is completed, the DEVELOPER shall give written notice cum Completion Certificate to the OWNER requiring the OWNER to take possession of their share of allocation in the building and as from date of service of such notice or issuance of such Certificate and for all times thereafter the parties shall be

exclusively responsible for the payment of the Burdwan Municipality and property taxes, rate, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as THE SAID RATES) payable in respect of their respective allocations, such rates to be apportioned pro rata with reference to the total super built up space in the building if they are levied on the building as a whole.

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

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

allocation or any part thereof the OWNER shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.

ARTICLE IX – CONSIDERATION

- 9.1 The OWNER will not be entitled to get and receive any consideration in terms of advance payment in respect of their allocation which is more specifically mentioned in the "OWNER'S ALLOCATION" as defined in **Clause 1.6** of this agreement. The OWNER shall retain his undivided proportionate share or interest share or interest in their land of the said **Schedule** mentioned property, in proportion to the area allotted to him as per OWNER'S ALLOCATION.
- 9.2 In consideration of the DEVELOPER agreeing to build and complete in all respect the OWNER'S ALLOCATION to the building at the said premises, and in that regard none of the said OWNER will be eligible to get any earnest consideration amount and the OWNER will get their share in terms of monetary consideration at the time of booking of the flats by the intending purchasers and the OWNER by all virtue, in any and all consequence will be entitled to select and elect the said Intending Purchasers in respect of the OWNER'S ALLOCATION and OWNER will get their shares without any prejudice at the time of booking and/or agreement for sale and/or sale proceeding of the Flats.
- 9.3 That in respect of the DEVELOPER'S ALLOCATION of 67% Share of the Total Constructed Portion of the Building, the DEVELOPER shall receive the earnest amount from the intending purchasers as per the agreed upon consideration amount and schedule of payment, payable by the intending purchasers and that will be adjusted after receiving advance from the intending purchasers against each

Flat and/or Car Parking Space at the time of execution of Agreement of Sale and the same will/may also be adjusted from the consideration amount of the Flat/Residential Units and/or Garage/Car Parking Space at the time of Execution of the Deed of Conveyance.

ARTICLE X – TIME FOR COMPLETION:

- 10.1 The building shall be completed within 36 months from the date of Plan Sanction by the Authority of Burdwan Municipality or from the date of RERA Registration which ever is later, unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure.

ARTICLE XI – MISCELLANEOUS:

- 11.1 The 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.
- 11.2 The DEVELOPER shall be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm provided that the present representative partner of the DEVELOPER LLP must be the director of the said proposed Private Limited Company or must be the Partner of the proposed Partnership Firm 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, and the terms and conditions contained herein shall be applicable to the said assignee.

- 11.3** All dealings to be made by the DEVELOPER in respect of the construction of the buildings and development of the complex as well as for Booking and executing Agreement for Sale and also Sale Deed of Flats and Car Parking Space and moreover the receiving of earnest consideration amount, advance money etc for sale proceedings from the intending purchaser/customer to be taken and obtained by the DEVELOPER itself and in certain cases with legal necessity it may be made in the name of the OWNER but any such dealings shall not create or foster in any manner any financial, civil and / or criminal liability of the OWNER and the OWNER will not be liable in any case or circumstance in respect of the said project to any Third Party including the Purchaser/Customers.
- 11.4** The DEVELOPER shall be entitled to enter into separate contract or agreements in its name with building contractor, architects and others for carrying out the development at the risk and costs of THE DEVELOPER.
- 11.5** FORCE MAJEURE shall mean riot, war, tempest, civil commotion strike or any other act or commission beyond the control of the party affected thereby.
- 11.6** The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a FORCE MAJEURE with a view that obligation of the party affected by the FORCE MAJEURE shall be suspended for the duration of the FORCE MAJEURE.
- 11.7** It is understood that from time to time to enable the construction of the building by the developer, various deeds, matters and things not herein specifically referred

to may be required to be done by the DEVELOPER for which the DEVELOPER may required the authority of the OWNER and various applications and other documents may be required to be signed or made by the OWNER relating to which no specific provision has been made herein, the OWNER hereby authorizes the DEVELOPER to do all such acts, deeds, matters and things and undertakes, forthwith upon being required by the DEVELOPER in this behalf to execute any such additional powers or authorities as may be required by the DEVELOPER for the purpose as also undertakes to sign and execute all such additional applications and other documents as may be reasonably required for the purpose with prior approval of the OWNER and by giving prior information.

- 11.8 The DEVELOPER shall frame the rules and regulations regarding the user and rendition of common services and also the common restrictions, which have to be normally kept in the same and transfer of the Ownership flats.
- 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 and the OWNER and/or their transferees shall be liable to pay and bear proportionate charges on account of all other taxes payable in respect of their respective spaces.

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

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

ARTICLE XII – DEVELOPMENT POWER OF ATTORNEY:

12.1 In respect of the Allocation of the Developer, i.e., the Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of its allocated Share of 67% in respect of the multi-storied building on and over the First Schedule mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVELOPER; to enter into an agreement for sale on behalf of the 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 consideration amount in respect of its allocated portion of the proposed multi-storied building on and over the First Schedule mentioned property and to

deposit the said amount in the Bank Accounts of the Developer; to execute the sale deed in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ 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 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 flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favour of the buyer in respect of its allocated portion of the proposed multi-storeyed building on and over the First Schedule mentioned property.

- 12.2 In pursuance of this Agreement since one Power of Attorney for Development and also for selling the Flats and Parking Spaces on behalf of the Owner is required, hence for the said reason the OWNER hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER may smoothly and uninterruptedly carry on and continue its works. Hence the Power of Attorney

for Development Purpose, for Selling Purpose as well for other associated and ancillary Purpose is being executed on the following effects

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

MR. ASIT KUMAR KUNDU, Son of Late Abhay Pada Kundu, by Nationality Indian, by faith Hindu, by Occupation- Business, presently residing at Khaja Anowar Berh, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713103; . **AMAPK0677R**

SEND GREETINGS:-

WHEREAS the Executants/Executors of this Power of Attorney are the **OWNER** of the immovable properties consisting of a plot of land 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 flats and car parking spaces therein and to utilize the land to aid and support the process of construction of the multi-storeyed residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of Ingress and egress and other necessary facilities and amenities and intended to sell on ownership basis to the intending purchaser/purchasers.

AND WHEREAS in connection to such proposal, Executants/Executors of this Power of Attorney being the 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 has 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.

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

AND WHEREAS due to the physical ailments and other businesses Executants/Executors of this Power of Attorney being the OWNER frequently reside out of the town which clearly disable Executants/Executors of this Power of Attorney being the OWNER from appending my signature to various deeds, documents, consents and other instruments therefore Executants/Executors of this Power of Attorney being the OWNER appoint the Developer Firm namely **M/S "G S PROPERTIES"** a Partnership Firm having its Regd. Office at 227/B, B.T. Road, Kolkata - 700036, JAAVFG9749B being represented by its **SMT SUTAPA GHAR** w/o Sri Bishwanath Ghar, PAN: AHGPG5524L and **SRI SAYAN GHAR** s/o Sri Bishwanath Ghar, PAN: BYEPG7023C both by Nationality Indian, both by faith Hindu, both by occupation Business, both residents of FRAV 29, Ulhas Mini Township, Joteram P.S. Burdwan Sadar & Dist. Purba Bardhaman, Pin - 713101; as the Attorney or

Agent of the Executants/Executors 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, EXECUTANTS / EXECUTORS OF THIS POWER OF ATTORNEY BEING THE OWNER NAMELY:

MR. ASIT KUMAR KUNDU, Son of Late Abhay Pada Kundu, by Nationality Indian, by faith Hindu, by Occupation- Business, presently residing at Khaja Anowar Berh, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713103; .AMAPK0677R do hereby nominate constitute and appoint the Developer Firm namely M/S "G S PROPERTIES" a Partnership Firm having its Regd. Office at 227/B, B.T. Road, Kolkata-700036, .AAVFG9749B being represented by its SMT SUTAPA GHAR w/o Sri Bishwanath Ghar PAN: AHGPG5524L and SRI SAYAN GHAR s/o Sri Bishwanath Ghar, PAN: BYEPG7023C both by Nationality Indian, both by faith Hindu, both by occupation Business, both residents of FRAV 29 , Ulhas Mini Township , Joteram P.S. Burdwan Sadar & Dist. Purba Bardhaman, Pin - 713101;; to be his true and lawful Attorney with full authority and power to do and execute all acts, deeds and things mentioned below from and on behalf of them and in his 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 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 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 filling the same in Court and to give all necessary instructions for the due prosecution or the defense 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 above mentioned 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 his name including the approval of the said document or documents which the Purchaser of flats may require 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 Registrar of Assurances or any other registering authority officer or officers as occasioned shall or may require AND thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executants/Executors of this Power of Attorney being the OWNER shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executants/Executors of this Power of Attorney being the OWNER further agree and undertake that all the signatures executed by them on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executants/Executors of this Power of Attorney being the OWNER or any other instrument requiring our signature in connection with and all acts, deeds and things in connection therewith and lawfully done by the said attorney of the Executants/Executors of this Power of Attorney being the OWNER shall be construed as being signed and/or executed by the Executants/Executors of this Power of Attorney being the OWNER and/or done by themselves.

9. To leave out and to transfer by way of gift a strip of land in favour of Burdwan Municipality on the front attached with the access road to fulfil the required criteria of existing Municipal Building Rules for maintaining the Floor Area Ratio (FAR) of the Building Plan being the sanctioned plan of Burdwan Municipality and also the other plan/plans for construction of the building as submitted by the DEVELOPER and at the costs of the DEVELOPER before the Burdwan Municipality in order to construct Multi -Storied Building comprised with 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 Municipality.
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 convenient for the exercise of any of the power herein conferred on the said attorney.
13. To prepare building plan, design work and to put signature on behalf of the Executants/Executors of this Power of Attorney being the OWNER as the lawful attorney of the Executants/Executors of this Power of Attorney being the

OWNER in the building plan drawings and other allied necessary papers and apply for the sanction of building plan and deposit all fees to the concerned authority in the name of the Executants/Executors of this Power of Attorney being the OWNER and on behalf of the Executants/Executors of this Power of Attorney being the OWNER in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in the modified plan all papers, documents, affidavits declaration & register boundary declaration, splayed corner, and strip of land relating thereto and receive the same from the said Burdwan Municipality or any other competent authority against acknowledgement receipt on behalf of the Executants/Executors of this Power of Attorney being the OWNER as the lawful attorney of the Executants/Executors of this Power of Attorney being the OWNER.

14. To appear for and on behalf of the Executants/Executors of this Power of Attorney being the OWNER in office of the WBSEDCL, West Bengal Electricity Supply, Burdwan Municipality or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.
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.
19. To develop and construct proposed building on the said plot and to utilize the land for the process of construction of the Multi Storied residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the sanctioned plan 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 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 Pledge Hypothecate or Charge or Concur in pledging hypothecating or charging with , to or in favour of any Bank or Banks or any other Financial Institutions Body, subject to such conditions as the Attorney may think fit whatsoever in connection with the development of this project and for that purpose to sign execute and deliver all the instrument and deed of mortgage , charge , encumbrance , hypothecation , pawn , pledge , lien, and trust receipt and to receive the consideration money or otherwise for such mortgage , charge , hypotechation , pawn , pledge , lien and the like.
32. To negotiate for sale of the **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' Allocation as well as of the Developer's Allocation and to deposit the said amount in the Bank Accounts of the OWNER (if the OWNER is entitled to any Consideration Amount or its share).

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' 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' Allocation as well as of the Developer's Allocation and to appear before the registering authority and presenting the same and shall admit for execution and registration in respect of the Owner' 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' Allocation as well as of the Developer's Allocation and to deposit the said amount in the Bank Accounts of the OWNER (if the OWNER are entitled to any Consideration Amount or its share).
34. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Owner' Allocation as well as of the Developer's Allocation and to receive consideration from them in respect of the Owner' Allocation as well as of the Developer's Allocation and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/executants in respect of the Owner' Allocation as well as of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNER and to deposit the said amount in the Bank

Accounts of the OWNER (if the OWNER are entitled to any Consideration Amount or its share).

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 all the 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 Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective purchasers in respect of the OWNER'S ALLOCATION and also DEVELOPER'S ALLOCATION before any Registering 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 on behalf of the owner/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNER.
37. To deliver the possession in favour of the buyer on behalf of the Executants/Executors of this Power of Attorney being the OWNER.
38. Generally to Act as the Attorney or Agent of the Executants/Executors of this Power of Attorney being the OWNER in relation to the matter aforesaid and all other matters in which the Executants/Executors of this Power of Attorney

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

ARTICLE XIII – ARBITRATION:

- 13.1** In case of any dispute difference or question arising between the parties with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement and same shall be referred to arbitration under the provisions of The Arbitration Act, 1996 and/or statutory modification or enactment thereto under one sole Arbitrator who will be elected by the both the PARTIES and the award made and published by sole Arbitrator shall be final and binding on the parties hereto.

ARTICLE XIV – JURISDICTION:

- 14.1** Burdwan Court alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties. The Stamp Duty over the value assessed by A.D.S.R, Burdwan has been paid duly by the Party to the SECOND PART.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Property Details)

ALL THAT PIECE AND PARCEL OF THE VACANT LAND situated at Dist. Purba Bardhaman, P.S. Bardhaman Sadar, J.L. No. 36, Mouza: Khaja Anwar Berh comprising in R.S. Plot No. 412 appertaining to R.S. Khatian No. 348 presently comprising in L.R. Plot No. 451 appertaining to L.R. Khatian No. 1164 class : Bastu measuring an Area of 1417 Sq Ft or 1.968 Cottahs or 3.247 Decimals and R.S. Plot No. 411 appertaining to R.S. Khatian No. 347 presently comprising in L.R. Plot No. 450 appertaining to L.R. Khatian No. 1164 class : Bastu measuring an Area of 2046 Sq. Ft. or 4.688 Decimals or 2.84 Cottahs , measuring a total area of : 3463 Sq Ft . or 7.936 Decimals or 4 Cottahs 12 Chattaks 43 Sq Ft (more or less) situated within the limit of Burdwan Municipality bearing Holding No. 33 of Ward No. 17, Circle No. 17, of Berh West Para Mahalla which is butted and bounded :

ON THE NORTH BY	: 18 Ft Wide Municipal Metal Road;
ON THE SOUTH BY	: Property of Uttam Kundu;
ON THE EAST BY	: Property of Owner and Monoj Kundu;
ON THE WEST BY	: 18 Ft Wide Municipal Metal Road;

TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT:

3463 Sq Ft . or 7.936 Decimals or 4 Cottahs 12 Chattaks 43 Sq Ft (A Little More or Less) and same has been delineated in Map or Plan hereto annexed herewith.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Construction of Flat 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 brick work (1:4) for Flat Separating Wall and Partition Walls inside the respectively,

FLOOR:-

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

SKIRTING AND DADO:-

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

PLASTERING:-

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

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

section for Door frame, 32 mm. Thick solid core Flush door, Thickness of the shutter will be 32 mm. Main Door shutter for the 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 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 Dinning Space Two light Points One Fan Point, One Plug Point, one Fridge point.

Kitchen One light Point, One Power Point.

WATER SUPPLY & DRAINAGE:- One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir. The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir 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:-
ADDITIONAL WORK:-

P.V.C.
Any extra additional work done by the Developer, at the request of the OWNERS shall be charged extra at market rate and the OWNERS shall have to pay cost of those extra additional works executed by the Developer additionally.

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

IN WITNESSES WHEREOF, the OWNER, the DEVELOPER and WITNESSES after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their another tongue: and after satisfaction put their signatures in good health and open mind on 11th Day of May 2022.

WITNESSES

1. *Swarup Sarkar*
Staff Quarter
Burdwan - 713101

2. *Partho Ghosh*
Kalnagat - 713101

Amit Kumar Kundu
SIGNATURES OF THE OWNER

G'S PROPERTIES

Sutapa Ghos

Sayan Ghos

Parmit

SEAL & SIGNATURES OF THE DEVELOPER

Drafted by me

Sumit Ranjan Bhadra


Sumit Ranjan Bhadra

Enrolment No: WB/612/2003












LL.M, ADVOCATE

Purba Bardhaman District Judges' Court, Burdwan

SPECIMEN FORM FOR TEN FINGERPRINTS

 Asit Kumar Kundu					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring	Little	

Signature Asit Kumar Kundu ✓

					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring	Little	

Signature Sutapa Ghos

 Sayam Ghos					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring	Little	

Signature Sayam Ghos

SITE PLAN FOR PROPOSED RESIDENTIAL FLAT BUILDING OF MR. ASIT KUMAR KUNDU, S/O LATE ABHAY PADA KUNDU, AT MAHALLA - BERH WEST PARA, WARD NO- 17, HOLDING NO - 33, MOUZA - KHAJA ANOWAR BERH, J.L NO. - 36, R.S PLOT NO - 411, 412, R.S KHATIAN NO -347, 348 ; L.R. PLOT NO. - 450, 451, L.R. KHATIAN NO. - 1164, TOTAL LAND MEASURING AREA - 3463 SQ.FT. UNDER BURDWAN MUNICIPALITY, P.S & P.O - BURDWAN, DIST - PURBA BURDWAN, WEST BENGAL

L.R. PLOT NO	AREA OF LAND
450	2046 SQFT.
451	1417 SQFT.



SITE PLAN

Asit Kumar Kundu.

<p><i>Sayan Ghar</i> SAYAN GHAR <small>TECH (CIVIL, AMIE, AEE, & ASCE)</small></p>	<p>GS PROPERTIES <i>Sutapa Ghar</i> <i>Sayan Ghar</i> <i>Partner</i></p>	
<p>DRAWN BY</p>	<p>SIGNATURE OF OWNER</p>	



आधार



Government of India



AADHAAR

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

ভূমিকাল্পের আইডি/Enrollment No.: 1190/00113/10414

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা প্রাপ্ত করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

||

To
অসিত কুমার কুন্ডু
Asit Kumar Kundu
S/O Abhay Pada Kundu
NEAR KIRTIKA BEAUTY PARLOUR KHAJA
ANOWER BERH Burdwan - I
Sripali Bardhaman
West Bengal 713103
9333749563

031042012

14234



1190014200781



আপনার আধার সংখ্যা/ Your Aadhaar No. :

2788 1236 2694

আধার - সাধারণ মানুষের অধিকার

- আধার সারা দেশে খাটে।
- আধার জরুরিতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সম্ভাব্য করে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

04289



সংসদ সরকার
GOVERNMENT OF INDIA

অসিত কুমার কুন্ডু
Asit Kumar Kundu
জন্ম তারিখ / Year of Birth : 1964
পুংল / Male



2788 1236 2694

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
S/O অসিত কুমার কুন্ডু, মিতাল
বিল্টে পল্লি এর সিকিট, খাজা
অনোয়ার বের, বর্ডহমান ১, ব্রীহাঙ্গী,
বর্ডহমান, পশ্চিমবঙ্গ, 713103

Address:
S/O Abhay Pada Kundu,
NEAR KIRTIKA BEAUTY
PARLOUR, KHAJA
ANOWER BERH, Burdwan -
I, Sripali, Bardhaman, West
Bengal, 713103



187
1800 128 1347



help@uidai.gov.in



www.uidai.gov.in



RA No. 1947,
Bengaluru-560 001

Asit Kumar Kundu

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

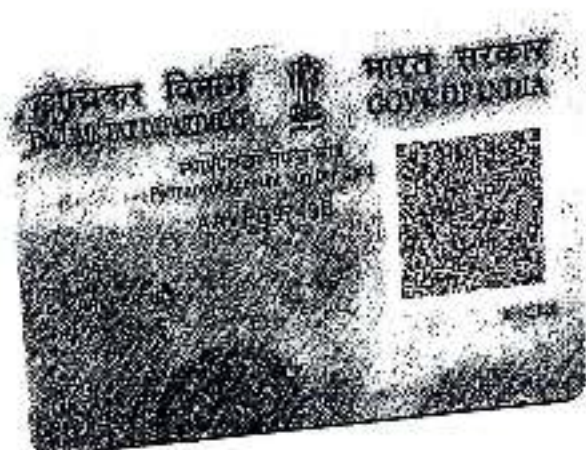
ASIT KUMAR KUNDU
ABHOY PADA KUNDU

21091968
Permanent Account Number
AMAPK0677R

[Signature]
Signature

In case this card is lost / found, kindly inform / return to
Income Tax / AN Services Desk / IT/ITSI
Plot No. 3, Sector 1E, CBD Belapur,
Navi Mumbai - 400 614.
ये कार्ड खो जाने पर कृपया सूचित करें / लौटाएं
आयकर सेवा केंद्र / एन.एस.डी. / आई.टी./आई.टी.सी.
प्लॉट नं. 3, सेक्टर 1E, सी.बी.डी. बेलपुर,
नवी मुंबई - 400 614

Ashit Kumar Kundu



G S PROPERTIES .

Sayan Ghar

Partner

G S PROPERTIES .

Sutapa Ghay

Partner



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

GRN Details

GRN: 192022230023451798
GRN Date: 10/05/2022 20:35:48
BRN : 0802731697920
Gateway Ref ID: IGANNZUKJ9
Payment Status: Successful
Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBIPay Payment Gateway
BRN Date: 10/05/2022 20:38:06
Method: State Bank of India NB
Payment Ref. No: 2001252925/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: SUTAPA GLAR
Address: ULHASH MINI TOWNSHIP BARDHAMAN
Mobile: 7363962390
Depositor Status: Buyer/Claimants
Query No: 2001252925
Applicant's Name: Mr SUMIT BHADRA
Identification No: 2001252925/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001252925/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	2060
2	2001252925/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	2081

IN WORDS: TWO THOUSAND EIGHTY ONE ONLY.

Major Information of the Deed



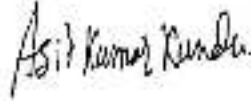
Deed No :	I-0203-04544/2022	Date of Registration	11/05/2022
Query No / Year	0203-2001252925/2022	Office where deed is registered	
Query Date	26/04/2022 11:25:09 AM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	SUMIT BHADRA 254 ARVIND PALLY, Thana : Bardhaman , District : Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No. : 8759700532, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 2,00,000/-	Rs. 38,95,884/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,060/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: Purba Bardhaman, P.S:- Bardhaman, Municipality: BURDWAN, Road: UMR W17, Mouza: Khaje Anwarber, Ward No: 17, Holding No:33 JI No: 36, Pin Code : 713103

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-411	RS-347	Bastu	Bastu	2046 Sq Ft	1,00,000/-	23,01,755/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road,
L2	RS-412	RS-348	Bastu	Bastu	1417 Sq Ft	1,00,000/-	15,94,129/-	Width of Approach Road: 17 Ft., Adjacent to Metal Road,
TOTAL :					7.9361Dec	2,00,000 /-	38,95,884 /-	
Grand Total :					7.9361Dec	2,00,000 /-	38,95,884 /-	



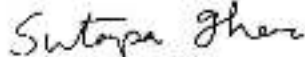
Land Lord Details :



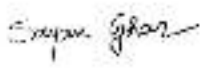
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ASIT KUMAR KUNDU (Presentant) Son of Mr Abhay Pada Kundu Executed by: Self, Date of Execution: 11/05/2022 , Admitted by: Self, Date of Admission: 11/05/2022 ,Place : Office	 <small>11/05/2022</small>	 <small>L1 11/05/2022</small>	 <small>11/05/2022</small>
Khaja Anowar Berh, 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.: amxxxxxx7r, Aadhaar No: 27xxxxxxxx2694, Status :Individual, Executed by: Self, Date of Execution: 11/05/2022 , Admitted by: Self, Date of Admission: 11/05/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	G S PROPERTIES 227, B.T. Road, Kolkata- City:- Not Specified, P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036 , PAN No.: AAxxxxxx9B, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs SUTAPA GHAR Wife of Mr Biswanath Ghar Date of Execution - 11/05/2022 , Admitted by: Self, Date of Admission: 11/05/2022 , Place of Admission of Execution: Office	 <small>May 11 2022 11:51AM</small>	 <small>L1 11/05/2022</small>	 <small>11/05/2022</small>
FRAV 29, Ulhas Mini Township, Joteram, City:- Not Specified, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AHxxxxxx4L, Aadhaar No: 88xxxxxxxx2511 Status : Representative, Representative of : G S PROPERTIES (as Partner)				

Name	Photo	Finger Print	Signature
Mr SAYAN GHAR Son of Mr. Bishwanath Ghar Date of Execution - 11/05/2022, , Admitted by: Self, Date of Admission: 11/05/2022, Place of Admission of Execution: Office	 May 11 2022 11:52AM	 L71 11/05/2022	 11/06/2022
FRAY 20, Uthra Mini Township, Joteram, City:- Not Specified, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BYxxxxxx3C, Aadhaar No: 25xxxxxxxx6664 Status Representative, Representative of : G S PROPERTIES (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Swarup Sarkar Son of Mr. Sajib Sarkar Staf Quarter, City:- Not Specified, P.O:- Burdwan, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101	 11/05/2022	 11/05/2022	 11/05/2022
Identifier Of Mr ASIT KUMAR KUNDU, Mrs SUTAPA GHAR, Mr SAYAN GHAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ASIT KUMAR KUNDU	G S PROPERTIES-4.68876 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr ASIT KUMAR KUNDU	G S PROPERTIES-3.2473 Dec

On 11-05-2022

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 : 4 (g) of Indian Stamp Act 1899

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

Presented for registration at 11:20 hrs on 11-05-2022, at the Office of the A.D.S.R. Bardhaman by Mr ASIT KUMAR KUNDU ,Executant.

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 38,95,884/-

Admission of Execution (Under Section 5, W.B. Registration Rules, 1962)

Execution is admitted on: 11/05/2022 by Mr ASIT KUMAR KUNDU, Son of Mr Abhay Pada Kundu, Khaja Anowar Berf P.O: Sripally, Thana: Bardhaman

,, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business

Identified by Mr Swarup Sarkar, , Son of Mr Sadhan Sarkar, Staf Quarter, P.O: Burdwan, Thana: Bardhaman

,, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others

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

Execution is admitted on 11-05-2022 by Mrs SUTAPA GHAR, Partner, G S PROPERTIES (Partnership Firm), 227, B.T. Road, Kolkata-, City:- Not Specified, P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036

Identified by Mr Swarup Sarkar, , Son of Mr Sadhan Sarkar, Staf Quarter, P.O: Burdwan, Thana: Bardhaman

,, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others

Execution is admitted on 11-05-2022 by Mr SAYAN GHAR, Partner, G S PROPERTIES (Partnership Firm), 227, B.T. Road, Kolkata-, City:- Not Specified, P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036

Identified by Mr Swarup Sarkar, , Son of Mr Sadhan Sarkar, Staf Quarter, P.O: Burdwan, Thana: Bardhaman

,, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/05/2022 8:38PM with Govt. Ref. No: 192022230023451798 on 10-05-2022, Amount Rs: 21/-, Bank: SB EPay (SBI-Pay), Ref. No. 0802731697920 on 10-05-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,060/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 2,060/-

Description of Stamp

1. Stamp, Type: Impressed, Serial no 4311, Amount: Rs.5,000/-, Date of Purchase: 05/05/2022, Vendor name: S Acharya

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/05/2022 8:38PM with Govt. Ref. No: 192022230023451798 on 10-05-2022, Amount Rs: 2,060/-, Bank: SBI EPay (SBI-Pay), Ref. No. 0802731697920 on 10-05-2022, Head of Account 0030-02-103-003-02

Sanjit

Sanjit Sardar

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2022, Page from 116695 to 116764

being No 020304544 for the year 2022.



Digitally signed by Sanjit Sardar
Date: 2022.05.11 17:08:35 +05:30
Reason: Digital Signing of Deed.

San.

(Sanjit Sardar) 2022/05/11 05:08:35 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.

(This document is digitally signed.)