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Additional Registrar of Assurances-III
Kolkata



Certified that the Document is admitted to Registration. The Signatures Sheet and the Attachment sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-III, Kolkata

23 JUN 2014

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DEVELOPMENT AGREEMENT AND GENERAL POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT made this 17th day of June Two Thousand and Fourteen

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Case-1191/14

37927

Arun Kumar Dey. An

NAME..... H. C. D.

ADD.....

Rs.....

16 JUN 2014

SURANJAN MUKHERJEE

Licensed Stamp Vendor

C. C. Court

2 & 3, K. S. Roy Road, Kolkata

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16 JUN 2014

16 JUN 2014

Randeep Ingolia.



2835

RBB Realty & Infrastructure Ltd.

Randeep Ingolia

Director

[Handwritten mark]



2835

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Chairman

Burdwan Municipality

[Handwritten signature]



Identified by me

by Ranjan Sen

(JOY RANJAN SEN)

50 SAIL RANJAN SEN

8, PILKHANA LANE

Additional Registrar of Assurance - III

Kolkata

17 JUN 2014

PS4 DIST. BURDWAN

PIN-713101

SERVICE

BETWEEN

BURDWAN MUNICIPALITY having its office at GT Road, Burdwan - 713101 represented by its Chairman Dr. Swarup Dutta hereinafter jointly referred to as "the **LANDOWNER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest) of the **ONE PART**

AND

RDB REALTY AND INFRASTRUCTURE LIMITED, a Company duly registered and incorporated under the meanings and provisions of the Companies Act, 1956 having its registered office at the premises no. 8/1, Lalbazar Street, Police Station Hare Street, Kolkata 700001, represented by Pradip Kumar Pugalia son of Sumer Mal Pugalia by faith Hindu, by occupation Business, by Nationality Indian, working for gain at Bikaner Building, 8B, Lalbazar Street, 3rd Floor, Kolkata 700001, P.S. Hare Street. hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors and successors in interest and/or permitted assigns) of the **OTHER PART**:

PART-I # DEFINITIONS:

I. In this agreement, unless there be something contrary or repugnant to the subject or context:

- (a) "**SAID PROPERTY**" shall mean **ALL THAT** piece and parcel of Bastu Land containing by measurement area more or less 3.42 acres, Mouza Goda, District Burdawan, JL No 41 Khatian No 45, LR Khatian No 8077, RS Plot No 2194, 2195, LR 2184, 2239 Police Station Burdawan, Dist Burdwan, Holding No 342, Burdawan Municipality morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- (b) "**NEW BUILDING/S**" shall mean one or more new residential and /or commercial buildings to be constructed by the Developer at the said property and include any other structure that may be erected by the Developer thereat.
- (c) "**UNITS**" shall mean residential flats and/or commercial spaces and other built-up spaces in the New Building capable of being independently held and enjoyed.



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- (d) **"PARKING SPACES"** shall mean the open and covered spaces in the Building Complex to be used only for parking of motor cars and two wheelers on such terms and conditions and payment of charges as may be decided by the Developer.
- (e) **"COMMON AREAS AND INSTALLATIONS"** shall mean the areas, installations and facilities in and for the New Buildings and the said premises expressed or intended by the Developer for common use of the transferees of Units and the Landowner.
- (f) **"BUILDING COMPLEX"** shall mean the said property with the New Building thereon including the Units, Parking Spaces (both open and covered) and the Common Areas and Installations.
- (g) **"TRANSFEREES"** shall mean and include all persons to whom any Unit, with or without Parking Space, is transferred on leasehold basis or agreed to be so done and possession whereof has been delivered to them.
- (h) **"LANDOWNER ALLOCATION"** shall mean 13000 sq.ft. built up area in a single stand alone Ground plus three storied building facing GT Road to be comprised in the Project together with the right to use the Common Areas and Installations and other built-up spaces in the Building Complex TOGETHER WITH the undivided proportionate share in the land and such other entitlements as mutually agreed. The landowners allocation shall also include an amount of Rs 16,92,00,00000/- (Rupees Sixteen Crores Ninety Two Lakhs) Only.
- (i) **"DEVELOPER'S ALLOCATION"** shall mean the remaining allocation to be comprised in the form of Flats/Units, Commercial Spaces, Parking Spaces, Common Areas and Installations and other built-up spaces in the Building Complex TOGETHER WITH the undivided proportionate share in the land and the remaining Car Parking spaces and all other saleable areas capable of fetching revenue.
- (j) **"PLANS"** shall mean the plans to be caused to be sanctioned from the Burdwan Municipality and other concerned authorities for construction of the New Building at the said property and include all sanctionable

modifications made thereof and/or alterations made thereto from time to time.

- (k) **ENTIRE ALLOCATION** shall mean the entire constructed space in the Units, Parking Spaces, Common Areas and Installations and other built-up spaces in the Building Complex and the undivided share in the land of the said property.
- (l) **"SAID AGREEMENT"** shall mean the Agreement dated 20th march 2008.
- (m) **"COMMON PURPOSES"** shall mean and include the purpose of maintaining, managing and up-keeping of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees of the Units in the Building Complex; collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of the Transferees of the Units; and dealing with all matters of common interest of the Transferees of the Units.
- (n) **"FORCE MAJEURE"** shall mean delays in construction of the Building Complex or in compliance of any obligation by the Developer hereunder due to flood, earthquake, riot, war, storm, tempest, civil commotion or any legal dispute restraining construction or development of the said property not occasioned at the instance of or due to any default on the part of the Developer.
- (o) **ADVOCATES"** shall mean A K Chowdhary & Co., Advocates of 10 Old Post Office Street, Room No 21, First Floor, Kolkata-700001 as the Advocates for drafting the Agreement for Sale, Deed of Conveyance and all others documents and papers as may be required from time to time.
- (p) **"Parties"** shall collectively mean the LANDOWNER and the Developer and **"Party"** according to the context shall mean either the Landowner jointly on the one hand or the Developer on the other hand.

II. INTERPRETATION:

- (i) Reference to any clause shall mean such clause of this agreement and include any sub-clauses thereof.
- (ii) Headings, clause titles, capitalized expressions and bold expressions are given for convenience purpose only.

PART - II # RECITALS:**WHEREAS:-**

- a) The Landowner herein is the absolute owner of the Schedule Premises having acquired absolute right, title and interest in respect of the said properties after acquisition of the same under the provisions of the Land Acquisition Act and upon due compliance of payment of award of the compensation to such persons from whom the said properties were acquired.
- b) The LANDOWNER is seized and possessed of the said Property and have since caused its name to be mutated their respective names in the records of Burdwan Municipality and in the records of the Block Land & Land Reforms Office as the Owner thereof..
- c) The LANDOWNER being desirous of developing the said Property into a Building Complex were in a look out to appoint a real estate developer for the same and published an advertisement vide Notice no. B.M.E/01-690/XII-6 invited expression of interest by way of two part competitive bidding.
- d) The Developer herein then known as RDB Industries Limited was declared to be the successful bidder by the Landowner herein by its letter dated 21st May, 2006 being Memo No.394/XII-6.
- e) In pursuance of an Order dated 12th April 2010 passed by the Hon^{ble} High Court, Calcutta in Company Petition No.447 of 2009 connected with Company Application NO. 554 of 2009 (in the matter of RDB Industries Limited and in the matter of RDB Realty & Infrastructure Ltd) the entirety of the Real Estate Division of RDB Industries Limited including the benefit of the said letter dated 21st May, 2006 being Memo No.394/XII-6 has stood vested and/or transferred in favour of RDB Realty & Infrastructure Limited the Agreement Holder/Confirming Party on and with effect from 1st April 2009.

f) The Landowner declares and covenants with the Developer as follows :

- i. The said Property is free from encumbrances, mortgages, charges, liens, lispendens, attachments, acquisitions, requisitions, claims and demands.
- ii. The land is fit for development and in the event any rectification with regard to the nature and character of the land is required the Landowner shall comply with the same.
- iii. There is no suit or litigation pending against the Landowner in any court of law or before any other authority with regard to the said Property.
- iv. The Landowner handed over possession of the said property to the Developer by a letter dated 12.06.2007 being Memo No 196/E/XII-6 and the Developer commenced work of construction thereat.
- v. The Landowner have not entered into any agreement or contract with any person or persons/company or companies in connection with the said Property or any part thereof or its development/transfer prior to the execution of this agreement save and except the Agreement dated 20th March 2008 (hereinafter the said agreement) executed between the Parties herein and thereby having the mutually agreed terms and conditions recorded.

g) The Developer has assured the LANDOWNER that it has adequate funds, know-how, expertise and all means to undertake development of the Building Complex in the manner agreed hereunder.

h) The Landowner in terms of the said agreement was required to have the said land freed of encroachments and trespassers to enable the company to execute the work which was not complied with. Consequent to whereupon the Developer could not proceed with the work. The landowner has since complied with the said obligations thereupon and after discussions it was decided that the time to construct and complete the project work shall stand effectively extended and the date of commencement shall for all purposes be the date of execution of this Agreement. It being clarified that the landowner shall always remain

responsible to keep the project land freed from encroachers/occupiers and provide unhindered access to the Developer to and from the project land in accordance with the building plan.

- i) It has been further discussed and decided that to facilitate the work of development and particularly and clearly record the respective entitlements the Landowner and the Developer shall enter into a Development Agreement whereby the Developer shall be entitled to commence and complete the work of construction and shall be entitled to transfer by way of lease the Developer's allocation as contained herein and the Landowner shall be entitled to deal with its allocation in any manner as may be deemed fit and proper by the Landowner and any term and condition as set forth in the said Agreement contrary to the terms and conditions of this Agreement shall stand accordingly superseded by the terms and conditions of this Agreement..
- j) The parties do hereby record into writing the terms and conditions agreed by and between them in connection with the development of the said property and commercial exploitation of their respective allocations in the Building Complex and their respective rights and obligations in respect of the same as hereinafter contained:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. AGREEMENT, CONSIDERATION AND ALLOCATIONS:

- 1.1 In the premises aforesaid, the Parties have agreed and contracted with each other for development and commercial exploitation of the Building Complex at the said property for their mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
- 1.2 In consideration of the mutual promises and obligations of the Parties contained herein, the Landowner hereby permits the said land to be used for the purpose of development by the Developer and accordingly do hereby grant the Developer the right and authority to construct the New Building at the said property and the right and entitlement to own, use

and/or commercially exploit the Developer's Allocation subject to and on the terms and conditions hereinafter contained.

- 1.3 In consideration of the Landowner providing land of the said property as aforesaid, the Developer hereby agrees to develop the Building Complex and construct the New Building solely at its own costs and expenses and deliver the Landowner Allocation to the Landowner within the period as agreed and in the manner mentioned herein and comply with its obligations and liabilities herein contained.
- 1.4 It is agreed by and between the parties hereto that in the Building Complex, the Landowner shall be entitled to the sale proceed out of the Landowners Allocation and the Developer shall be entitled to the Developer's Allocation.
- 1.5 The remaining areas shall be treated as part of the Developer's allocation and in the event any of such areas is capable of being used for further construction and capable of fetching revenue the Developer shall be entitled to the same exclusively.

The Developer has assured to handover the Landowner's allocation in accordance with the terms and conditions as set forth in this Agreement and in consideration of the same the Landowner has duly authorised the Developer to deal with the Developer's allocation without any objection from the Landowner.

- 1.6 The Developer agrees to develop the said property by constructing the New Building thereat, which includes, inter alia, the Landowner ' Allocation, solely at its own costs and expenses in the manner hereinafter mentioned and to provide all requisite workmanship, materials, technical knowhow and finances for the same in the manner and on the terms and conditions hereinafter contained.
- 1.7 It is made clear that all and entire costs and expenses for construction and completion of the Landowner Allocation shall be borne and paid by the Developer and the Landowner shall not be liable to bear any expenses in respect thereof, save the Extras and Deposits expressly

mentioned herein and agreed to be paid by the Transferees at the time of delivery of possession of any part of the Landowner's Allocation in case the Landowner chooses to transfer its allocation and/or any part thereof. The Extras and Deposits charged by the Developer shall be uniform for the Landowner ' Allocation as well as the Developer's Allocation.

- 1.8** Without prejudice to the generality of the foregoing provisions and nonetheless and in addition thereto it is agreed and made clear that the consideration for the assignment and transfer of the Developer's allocation shall be deemed to be the cost of construction of the Landowner s' Allocation.
- 1.9** The Parties shall be entitled to commercially exploit their respective allocations in the manner mentioned in this Agreement.

2. HANDING OVER OF LANDOWNERS'S ALLOCATION

- 2.1** The Landowner's Allocation shall be handed over by the Developer in the following manner:
- a) 13000 Sq.ft. built up area in a single stand alone Ground plus three storied building facing GT Road within the time frame as mutually agreed.
 - b) Rs.4.92 Crores on or before signing of this Agreement
 - c) Rs.2 Crores upon recommencement of work
 - d) Rs.2.00 Crores after six(6) months from the time mentioned in Clause (c) above.
 - e) Rs. 2.00 Crores after six(6) months from the time mentioned in Clause (d) above
 - f) Rs. 2.00 Crores after six(6) months from the time mentioned in Clause (e) above
 - h) Rs. 2.00 Crores after six(6) months from the time mentioned in Clause (f) above
 - i) Rs. 2.00 Crores after six(6) months from the time mentioned in Clause (g) above
 - j) Rs. 2.00 Crores after six(6) months from the time mentioned in Clause (h) above

3. MUNICIPAL TAXES AND KHAJANA:

- 3.1** The Landowner shall pay and clear all arrear municipal, panchayet taxes and khajana (including any interest or penalty applicable thereon) in respect of the said property, if any remaining due till the date hereof

4. TITLE DEEDS:

- 4.1** The original title deeds and/or other documents evidencing title of the said property in the name of the Landowner in respect of the Scheduled Property shall be provided by the Landowner as and when called upon to do so by the Developer from time to time.
- 4.2** Upon formation of the association/society/company of the Transferees of the Units in the Building Complex for taking over the acts relating to the Common Purposes, the Landowner shall allow inspection and provide extracts and copies of the original documents of title duly certified by it as and when may be required. It is expressly agreed upon and made clear that the intending transferees shall be permitted to obtain loan in the manner as generally applicable for the purpose.
- 4.3** That the Developer on and from the date hereof is authorised to raise necessary finances including finance from HUDCO or any other authority or authorities or Financial Institution/s and/or Banks for development of the Project as per the approval scheme and for that purpose the Landowner hereby permits the Developer and authorises the Developer to that extent to create mortgage or any other lien over the land or developed properties by executing registered Deed of Mortgage and/or keeping the title documents of land as security in favour of the Lender, subject to the conditions that the Developer shall repay such liabilities on the agreed terms with the lender or at the earliest opportunity and shall at all times keep the Landowner saved and harmless against any claims loss or damages arising out of such mortgage and the same will not jeopardize the interest of the Developer in any way. The developer will remain full responsible for the finances/loans/mortgages availed for the project whatsoever it may be. The landowner will execute all such documents relating to raising of finance from time to time as may be required by the company without making the landowner liable for repayment of the same. The landowner agrees to create an equitable charge and/or mortgage over and in respect of the said property for the

purpose of obtaining such financial assistance agrees and undertakes to sign and execute all deeds documents instruments and papers for the purpose of creating an equitable charge and/or mortgage of the said property to enable the company obtain such financial accommodation IT BEING EXPRESSLY AGREED AND DECLARED that in no event the landowner shall assume the responsibility and obligation for repayment of the amounts so availed together with interest accrued due thereon.

- 4.4** It is expressly agreed and made clear that save and excepting creation of mortgage for the purpose of Project Loan neither party shall create any encumbrance, mortgage, charge etc., in respect of the said property or any part thereof PROVIDED HOWEVER their respective transferees to take finance from banks and financial institutions for acquiring the Units and/or Parking Spaces in the Building Complex.

5. SANCTION OF BUILDING PLANS

- 5.1** The Developer shall be responsible to obtain sanction plan/revised sanctioned plan/ revalidated plan/ and /or any amendment modifications thereto at its own costs and expenses and the landowner shall extend its cooperation for the purpose. In case of any modifications or alterations are intended or required to be made to the Building Plans the developers shall undertake the same and the Landowner shall extend its cooperation as may be required for the purpose.

6. CONSTRUCTION OF THE BUILDING COMPLEX:

- 6.1** The Developer shall construct and build the Building Complex at the said property in accordance with the Plan sanctioned by the Burdwan Municipality and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Burdwan Municipality in force at the relevant time and in accordance with the terms and conditions of the said Agreement.
- 6.2** The Developer shall construct erect and complete the Building Complex (including the Landowner' Allocation) in a good and workman like manner and specifications as suggested by the architect and shall use

building materials as per I.S. specifications as included in the latest edition of the N.B.C. of India.

- 6.3** All persons employed by the Developer for the purpose of construction including Architects, Contractors, caretaker, staff, labourers, security guards, etc. shall be under employment of the Developer.
- 6.4** The Developer shall construct and complete the New Building at its own cost, risk and responsibility and shall alone be responsible and liable to Government, Burdwan Municipality and other authorities concerned for any loss, damage or compensation or for any claim arising from or relating to such construction.

7. TIME FOR DELIVERY OF LANDOWNER ' ALLOCATION

- 7.1 A. Time for Completion:** The Developer shall construct and complete the construction of the Building Complex in phases and shall hand over the Landowner's allocation to the Landowner within 4 years from the date of the sanctioned plan and /or date of revised sanction. In case the Developer fails to do so within the said time, the Developer shall be entitled to a grace period as may be mutually decided and agreed between the parties considering the facts and circumstances for such delay and the time as may be required for curing such delay.

B. In case the developer fails to complete even after the grace period, as mutually agreed, this agreement shall stand as cancelled and the parties herein shall enter into and execute a fresh agreement.

- 7.2 Completion/Occupancy Certificate:** The Landowner shall provide completion/occupancy certificate to the Developer from time to time as may be required and/or requested for by the Developer for each phase and/or portion of the construction so completed.

8. TRANSFER OF RESPECTIVE AREAS:

- 8.1** The Developer shall, without requiring any further consent of the Landowner be entitled to deal with and dispose of the Developer's allocations at such price/consideration as they may deem fit and proper.

- 8.2 The Developer shall have the right to enter into agreements or contracts for sub-lease, letting out, gift, assignment or otherwise transfer of the Developer's allocation on such terms and conditions for a period as detailed in the said Agreement and at such consideration as the Developer may deem fit and proper.
- 8.3 The Developer shall be entitled to execute and register deed(s) of assignment, sub-lease, gift or otherwise transfer of the Developer's allocation in the Building Complex for the residuary period of 99 years subject to further renewal by the landowner on the same terms and conditions excluding the payment of premium but including the right to renewal, subject to fulfilment of the terms and conditions of the lease **PROVIDED THAT** the Developer shall make over Landowners Allocation to the Landowner on the terms and conditions as hereby agreed. It being clarified that All amounts and consideration receivable by the Developer under such agreements and contracts in respect of the Developer's Allocation (including towards the proportionate undivided share in the land comprised in the said property and in the common areas and installations) shall be to the account of and shall be received realised and appropriated by and to the benefit of the Developer exclusively and the Landowner shall have no concern therewith and similarly transfer of the Landowner Allocation all amounts and consideration receivable by the Landowner in respect of the Landowner Allocation (including towards the proportionate undivided share in the land comprised in the said property and in the common areas and installations) shall be to the account of and shall be received realised by the Landowner exclusively and the Developer shall have no concern therewith.
- 8.4 The transferees shall pay annual lease rent to the Owner proportionately calculated at the rate of Rs 1.00 per square meter of land in case of residential use and Rs 10.00 per sq meter of land occupied in case of non residential use.
- 8.5 The Transferees shall be under an obligation to pay all such costs and charges as may be required for the transfer by way of lease the respective Flats/Units and /or commercial spaces and/or car parking spaces

and/or any other constructed space or other space capable of fetching revenue.

8.6 The landowner shall have the right to inspect the progress of construction.

9. **COMMON PURPOSES:**

9.1 As a matter of necessity, the Landowner and the Developer and all persons deriving right title or interest from them or any of them, in using and enjoying their respective allocations would be bound and obliged to pay the common expenses, municipal rates and taxes, maintenance charges and other outgoings and comply with the obligations restrictions conditions and covenants as may be framed by the Developer for or relating to the Common Purposes.

9.2 The Developer and/or the nominees of the Landowner and/or other respective Transferees shall be liable to bear and pay to the Developer the Extras on account of cost of procurement of electricity, generator, etc. in and for the Building Complex and to Deposit the amounts on account of common expenses, sinking fund, etc., at the same rate as applicable for all the Transferees of the Units of the Building Complex before taking possession of their respective Units.

9.3 While dealing with and/or entering into any agreements and other documents of transfer and/or commitments relating to transfer of their respective allocations or any part thereof, the Developer shall incorporate and ensure the payment of the aforementioned, Lease Rent, Extras and Deposits and fulfilment and compliance of all such payments restrictions obligations conditions and covenants by the buyers/transferees of their respective allocations.

9.4 The Developer shall upon completion of the Building Complex prepare the necessary documents for formation of the Association (which may be a Society or Company or Association as may be deemed proper and expedient) for the Common Purposes and till such time Association is formed the Developer shall be in charge for the Common Purposes. The Landowner shall extend the necessary cooperation as may be required in this regard.

10. COVENANTS OF THE LANDOWNER :

10.1 The LANDOWNER do hereby agree and covenant with the Developer as follows:

- (a) to extend full co-operation to the Developer to enable it to undertake development of the Building Complex in terms hereof;
- (b) not to let out, grant lease, mortgage, charge or otherwise encumber the said property or any part thereof as from the date hereof.
- (c) not to cause any obstruction or interference in the construction activities undertaken by the Developer and/or its agents at the said property.
- (d) To extend the terms of the lease directly favour of the lessees after expiry of the initial period of lease.
- (e) To execute a Power of Attorney in favour of the Developer for the purposes of the project and sale, lease or for dealing with the developers allocation in terms, of this agreement.

11. POWERS OF ATTORNEY AND OTHER POWERS:

11.1 The Landowner has simultaneously with the execution of these presents executed and/or registered a Powers of Attorney in favour of the Developer and /or its nominated persons thereby granting necessary powers and authorities with regard to the Developer complying with its obligations as contained hereinabove and hereunder.

11.2 While exercising the powers and authorities under the Power or Powers of Attorney granted by the Landowner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Landowner and/or go against the spirit of this Agreement and/or impose any financial or other liability upon the upon the Landowner.

11.3 The said power or powers of attorney granted by the Landowner to the Developer and/or its nominated persons shall form a part of this agreement and are as set forth hereunder

TO ALL TO WHOM THESE PRESENTS SHALL COME, Burdwan Municipality having its office at GT Road, Burdwan -713101 represented by its Chairman Dr. Swarup Datta (hereinafter referred to as "the **PRINCIPALS**") **SEND GREETINGS:**

WHEREAS the Principals are seized and possessed of **ALL THAT** piece and parcel of Bastu Land containing by measurement area more or less 3.42 acres , Mouza Goda, District Burdawan, JL No 41 Khatian No 45, LR Khatian No 8077, RS Plot No 2194, 2195, LR 2184, 2239 Police Station Burdawan , Dist Burdwan, Holding No 342 , Burdawan Municipality more or hereinafter jointly referred to as "**THE SAID PROPERTY**".

AND WHEREAS by an Agreement entered on this day (hereinafter referred to as "the **said Development Agreement**") by and between the Principals herein as Lessor/Assignor and the Lessee/Assignee therein and the Attorney as developer therein (and hereinafter also referred to as "the **Developer**"), the Principals have appointed the Developer to develop the said Property into a building complex (hereinafter referred to as "the **Project**") and the commercial exploitation of the Developer's Allocation in the Project as defined and described therein on the terms and conditions therein contained.

AND WHEREAS as so agreed under the Development Agreement, the Principals are executing this Power of Attorney in favour of the Developer, **RDB REALTY AND INFRASTRUCTURE LIMITED**, a Company duly registered and incorporated under the meanings and provisions of the Companies Act, 1956 having its registered office at the premises no. 8/1, Lalbazar Street, Police Station Hare Street, Kolkata 700 001 for the purposes concerning the said Property as hereinafter contained:

NOW KNOW YE BY THESE PRESENTS, We, the Principals, above named do hereby nominate constitute and appoint the said **RDB REALTY AND INFRASTRUCTURE LIMITED** represented by Mr. Sundar Lal Dugar, son of Late Moti Lal Dugar by faith Hindu, by occupation Business, by Nationality Indian , working for gain at Bikaner Building, 8B, Lalbazar Street, 3rd Floor, Kolkata 700001, P.S. Harte Street and Pradip Kumar Pagulia son of Sumer Mal Pagulia by faith Hindu, by occupation Business, by Nationality Indian, working for gain at Bikaner Building, 8B, Lalbazar Street, 3rd Floor, Kolkata 700001, P.S. Hare Street, as our true and lawful attorney to do execute exercise and

perform all or any of the following acts deeds and things concerning the said Project, i.e. to say:-

1. To have the soil of the said Property tested, to appoint and depute architects, engineers etc. for preparation of plan for construction of new building at the said Property.
2. To take all the permissions, approvals, sanctions, plans, revised plans, revalidated plans, new plans, site plan as may be required from the Burdwan Municipality and to sign and endorse such plans on behalf of the Principal.
3. To appear before the competent and/or any other concerned authority for any purpose not particularly and specifically stated herein.
4. To obtain necessary permissions approvals and sanctions from the concerned authorities in connection with the sanction of plan for construction of the said Project, obtaining Lift License, permission for installation of generator, for obtaining sewerage connection, water supply, electricity supply and/or for modification and changes of the plan and for obtaining the completion and occupancy certificates and to appear before, pursue and follow up the matter with the Burdwan Municipality the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Building (Construction and Transfer) by Promoter Act, Pollution and Environment Control Authorities, Directorate of Electricity, Airport Authority of India and other concerned authorities.
5. To apply for quota and to obtain the same relating to cement, bricks, building materials etc. from any person whomsoever for the construction of new building(s) at the said Property.
6. To apply for and obtain all utilities and facilities in the Project at the said Property.
7. For or all any of the purposes aforesaid to sign execute and deliver all papers, plans, documents, etc. as our said attorney may deem fit and proper.

8. To represent us and to appear before any Court of Law, any or all Judicial, Legislative, Executive authority and/or authorities, Public and/or Private authority and/or authorities against any third party whomsoever in connection with the powers and authorities hereby granted
9. To sue, defend, prosecute and litigate with whomsoever concerned in connection with the better management, preservation, security, control, use, occupation and enjoyment of the said property on our behalf against any third party as it could be done on personal representation.
10. To sign, verify, draw, draft and prepare any type of application, paper, document, letter, and statement whatsoever and to issue and use the same in connection with the better management, preservation, security, control, use, occupation and enjoyment of the said Property on our behalf as effectually as it could be done personally.
11. To appoint, engage and discharge any Pleader, Solicitor, Advocate, Wakil and/or Attorney/Attorneys in connection with the better management, preservation, security, control, use, occupation and enjoyment of the said Property on our behalf as effectually as it could be done if may be represented physically.
12. To advertise in the newspapers for the transfer of residential flats public commercial spaces in the Project
13. To receive all amounts as lease premium, maintenance charges, extras and deposits from the intending purchasers for sale, transfer, lease, sublease of the Developer's allocation
14. To receive all amounts as maintenance charges, extras and deposits from the Transferees of the Owner's allocation.
15. To let out commercial spaces, car parking spaces and/or residential apartments, flats, units of the Developer's allocation on such terms and conditions as the Attorney may deem fit and proper and to collect receive and realise the rents, charges and costs for the same

16. To enter into, sign, execute, register and deliver for in the name and on behalf of the Principals necessary agreements of lease, sublease, assignment, transfer of the residential and/or commercial spaces together with the undivided part or share of and in the land comprised in the said Property attributable to and as a property appurtenant to the Developer's Allocation in the said Project.
17. To present for registration with the registering authority the necessary agreements of lease, sublease, assignment, transfer of the residential and/or commercial spaces together with the undivided part or share of and in the land comprised in the said Property attributable to and as a property appurtenant to the Developer's Allocation in the said Project by virtue of the powers conferred and to admit the execution thereof before the Registrar, Sub Registrar, Registrar of Assurances as if we are personally present to admit the execution and registration thereof.
18. To raise necessary finances including finance from any financial institution or any other authority or authorities or Financial Institution/s and/or Banks and to create mortgage or any other lien over the land or developed properties by executing registered Deed of Mortgage and/or keeping the title documents of land as security in favour of the Lender.
19. To sign transfer forms, documents and writing for mutating the property in the names of the Principals in the records of the Burdwan Municipality, or other public authorities and to do all other acts in connection therewith.

AND GENERALLY to do exercise, execute and perform all necessary acts, deed or deeds, matters or things for exercising the powers and authorities hereby conferred on the said attorney as fully and effectually as it could have been done personally by the Principals.

AND it is hereby agreed and undertaken that we shall ratify and confirm all and whatsoever our said attorney, under the powers hereinbefore contained, shall lawfully do execute or perform in exercise of the powers and authorities hereby conferred upon, under and by virtue of this instrument.

THE FIRST SCHEDULE ABOVE REFERRED TO:**(said property)**

ALL THAT the developers Allocation to be comprised in the piece and parcel of land **ALL THAT** piece and parcel of Bastu Land containing by measurement area more or less 3.42 acres , Mouza Goda, District Burdawan, JL No 41 Khatian No 45, LR Khatian No 8077, RS Plot No 2194, 2195, LR 2184, 2239 Police Station Burdawan , Dist Burdwan, Holding No 342 , Burdawan Municipality butted and bounded in the manner as follows :-

ON THE EAST	:	Plot No.2196, 6145
ON THE WEST	:	Plot No.2148, 2209
ON THE NORTH	:	Plot No. 2152, 2153, 2193, 2192
ON THE SOUTH	:	G.T.Road, Plot No.2219, 2210

12. EXTRAS, DEPOSITS & TAXES:

12.1 The Landowner agree to ensure that the nominees of the Landowner and or the Developer and /or its nominees who may acquire any part or portion of the Landowner's Allocation and /or Developers Allocation shall be required to pay such amounts to the Developer, the amounts that may be fixed by the Developer for providing amenities and facilities in the Building Complex including those mentioned in **SECOND SCHEDULE** hereunder written, on or before delivery of possession of each Unit in the respective Allocation to the intending transferees.

12.2 The Developer shall be entitled to realise all statutory taxes including works contract tax, service tax, VAT from its Transferees of Units.

13. DEFAULTS:

13.1 In case the Developer fails and/or neglects to comply with its obligation of making payment of the balance amount of the Developers Allocation as contained in the said Agreement and/or as contained herein the Developer shall pay interest on the amount in default to the Landowner at the cumulative lending rate of Nationalised commercial bank.

13.2 The Parties have acted upon the said Agreement and considering the same neither party hereto can unilaterally cancel or rescind this agreement at any time.

14. FORCE MAJEURE:

14.1 The parties hereto shall not be considered to be in default of complying with their respective obligations hereunder in case their performance of the same is prevented due to force majeure and it shall be deemed that their respective obligations stood suspended during the subsistence of force majeure.

15. MISCELLANEOUS:

15.1 The Developer (with the cooperation of the Landowner) shall be entitled to get the Building Complex at the said property approved from any of the Banks and/or Financial Institutions to enable the Transferees acquiring any Unit or other portion in the Building Complex to take loans from any such Banks or Financial Institutions. However, such approval shall not prevent the Developer to mortgage, create charge or fasten any liability upon the other's allocation in any manner. In case owing to any loans or finances obtained by the Transferees, the Landowner or the Developer suffer any loss or damage due to any non-payment or delay in payment of interest or principal amount by any Transferee, such defaulting Transferee shall indemnify and keep the Landowner and the Developer saved harmless and indemnified in respect thereof.

15.2 With effect from the date of construction of the New Building at the said property and delivery to the transferees all outgoings (including but not limited to maintenance charges, municipal rates and taxes, khajana, electricity charges etc.) the Transferees shall be liable to pay all such outgoing in respect of the respective Units on and from the date of possession and the Landowner shall realise the same directly from the said transferees by apportioning the said Units and effecting mutation of the name of the Transferees/Unit Purchasers in its records.

In the event the Developer is required to make any payment to any third party under instruction from and /or with the consent of the landowner such payment shall be accordingly adjusted deducted out of the landowners Allocation.

16. NOTICES:

16.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post or speed post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post or speed post without the same being served.

17. ARBITRATION:

17.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the said property or determination of any liability shall be referred to the arbitration in the manner as contained in the said Agreement but under the Provisions of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force

18. JURISDICTION:

18.1 Only the Courts within the District of Burdwan having territorial jurisdiction over the said property and the Hon'ble High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said property)

ALL THAT piece and parcel of Bastu Land containing by measurement area more or less 3.42 acres , Mouza Goda, District Burdawan, JL No 41 Khatian No 45, LR Khatian No 8077, RS Plot No 2194, 2195, LR 2184, 2239 Police Station

Burdawan , Dist Burdwan, Holding No 342 , Burdawan Municipality butted and bounded in the manner as follows :-

ON THE EAST	:	Plot No.2196, 6145
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ON THE SOUTH	:	G.T.Road, Plot No.2219, 2210

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Extras & Deposits)

EXTRAS shall include:

- (a) all expenses, deposits, security deposits, etc. on account of obtaining power from the electricity service provider in and for the Building Complex;
- (b) all costs, charges and expenses on account of purchase and installations of generator and its accessories (including cables, panels and the like) for power back-up for the Units and Common Areas and Installations;
- (c) Cost of formation of service maintenance company/society.
- (d) Service tax, Value Added Tax (VAT) or any other statutory charges/levies that may be charged on the said property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges and municipal rates and taxes;
- (b) Deposit on account of sinking fund.

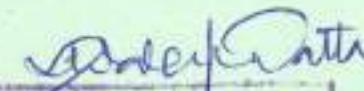
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the **LANDOWNER** in the presence of:

WITNESSES:

1. Joy Ranjan Sen
No. 50/1, Salil Ranjan Sen
8, Pillehana Lane,
Burdwan


Chairman
Burdwan Municipality

2. Tapas kr Mukherjee
S/o Sukumar Mukherjee
Meghnad Saha Pathy
Rajbati, Burdwan

Signature of the Land Owner

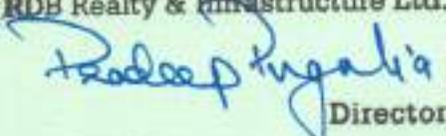
SIGNED SEALED AND DELIVERED

by the **DEVELOPER** in the presence of:

WITNESSES:

1. Joy Ranjan Sen

RDB Realty & Infrastructure Ltd.


Director

2. Tapas kr Mukherjee

Signature of the Developer

Drafted by me
Satanishi Deb Pal
Advocate
Calcutta, High Court

SPECIMEN FORM FOR TEN FINGERS PRINT



Radeep Ringuia.

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



Radeep Ringuia.

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

PHOTO

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

PHOTO

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



Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 02299 of 2014
(Serial No. 07516 of 2014 and Query No. 1903L000010043 of 2014)

On 17/06/2014

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

Presented for registration at 19.40 hrs on :17/06/2014, at the Private residence by Pradip Pugalia
Claimant.

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

Execution is admitted on 17/06/2014 by

1. Swarup Dutta
Chairman, Burdwan Municipality, G T Road, District:-Burdwan, WEST BENGAL, India,
By Profession : Others
2. Pradip Pugalia
Director, R D B Realty And Infrastructure Limited, 8 B, Lal Bazar St., Kolkata, District:-, WEST
BENGAL, India, Pin :-700001.
By Profession : Others

Identified By Joy Ranjan Sen, son of Salil Ranjan Sen, 8, Pilkhana Lane, District:-Burdwan, WEST
BENGAL, India, By Caste: Hindu, By Profession: Service.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 18/06/2014

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.-43,02,17,095/-

Certified that the required stamp duty of this document is Rs.- 75071 /- and the Stamp duty paid as:
Impresive Rs.- 50/-

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 23/06/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 48(d), 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Additional Registrar of Assurance - III

Kolkata

(Sanatan Maity)

ADDITIONAL REGISTRAR OF ASSURANCE-III

23/06/2014 14:29:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 02299 of 2014
(Serial No. 07516 of 2014 and Query No. 1903L000010043 of 2014)

Rs. 541301/- is paid , by the draft number. 193398, Draft Date 17/06/2014, Bank Name State Bank of India, Specialised Insti B K G Kolkata, received on 23/06/2014

(Under Article : B = 541189/- , E = 28/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 23/06/2014)

Deficit stamp duty

Deficit stamp duty Rs. 75171/- is paid , by the draft number 193397, Draft Date 17/06/2014, Bank : State Bank of India, Specialised Insti B K G Kolkata, received on 23/06/2014

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III


Additional Registrar of Assurance - III
Kolkata

23 JUN 2014

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 4657 to 4685
being No 02299 for the year 2014.



Mail

(Sanatan Maity) 24 June 2014
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.P.A. - III, KOLKATA
West Bengal

26/6/14

DATED THIS *17th* DAY OF *June* 2014.
#####

BETWEEN

BURDWAN MUNICIPALITY.

..... LANDOWNER

AND

**RDB REALTY AND
INFRASTRUCTURE LIMITED**

..... DEVELOPER

**DEVELOPMENT AGREEMENT
AND GENERAL POWER OF
ATTORNEY**

A. K. CHOWDHARY & CO.
Advocates,
Room no. 21, 1st Floor,
10, Old Post Office Street
Kolkata - 700 001