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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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A D.S.R. Durgers Burdens State of the Burdens

# DEED OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS We, (1)Sri MAHADEV PAUL [PAN-BIEPP3457M] Son of Late Nakul Paul, by faith-Hindu, by occupation-Business, resident of Village & Post-Bamunara, P.S.-Kanksha, District-Burdwan, West Bengal, PIN-713212, (2)Sri PANKAJ MUKHERJEE [PAN-AJOPM7641Q] Son of Late Swapan Mukherjee, by faith-Hindu, by occupation-Business, resident of B 1/32, Aldrin path, Bidhannagar, District-Burdwan, West Bengal, PIN-713212, do hereby declare that:-

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Name of the treasury from where Purchase Durgapur.

Jite dra Nath Mond Stamp Vender

Stamp Vender

Durgapur Court, Durgapur-16

Licence No-1/69



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Addl. Dist. Sub-Registrar-Durgapur, Burdwan

1 9 MAR 2015

WHEREAS We, lawfully own, acquire, seize and possess and otherwise well and sufficiently entitled and absolutely free from all encumbrances ALL THAT a land measuring about 6.37(six Point three seven) Kotha under Mouza- Bamunara, J.L.No-58, Plot no-1372, L.R.Plot no-1054, KhatianNo.-2132, L.R. - 780 classification Baid, at present usable as bastu, under the jurisdiction of Gopalpur Gram Panchayet, District - Burdwan, which is particularly described in the Said Property written hereinafter below, having unfettered right. Title and Interest, thereto and free from all Charges, Mortgages, Encumbrances and attachments whatsoever.

AND WHEREAS We intend to get the same land for developed to a multi-storied building for that purpose. We got sanctioned plan from the Sanctioning Authority for the construction of the multi-storeyed building at the <u>Said Property</u> and We entered into a Development Agreement with <u>AMRITA GREEN VIEW HOUSING PRIVATE LIMITED</u>. Being a company incorporated under companies Act 1956 having its registered office at -1/32 Aldrin path, Bidhan Nagar, Durgapur-12.P.S. N.T.S Dist-Burdwan West Bengal and which is duly registered before the A.D.S.R. Durgapur vide deed no 1438/2015 and serial no 1524/2015.

AND WHEREAS for the purpose as above We, desirous of nominating, constituting and appointing the Directors of AMRITA GREEN VIEW HOUSING PRIVATE LIMITED namely 1) Sri Mahadev Paul Son of Lt Nakul Paul, 2) Sri Rajpati choudhary, S/o Sri Sadholal Choudhary, both are by foith-Hindu, by occupation-Business, resident of Village & Post-Bamunara, P.S.-Kanksha, District-Burdwan, West Bengal, PIN-713212, (3) Sri PANKAJ MUKHERJEE Son of Late Swapan Mukherjee, by faith-Hindu, by occupation-Business, resident of B 1/32, Aldrin path, Bidhannagar, District-Burdwan, West Bengal, PIN-713212; Bamunara, P.S.-Kanksa, Durgapur-713212, District-Burdwan, West Bengal to be our true and lawful Attorney to act, do or perform the following acts, deeds and things on our behalf in connection with our Said Property either personally or jointly.

- To possess and defend possession of the entirely of the Said Property.
- To appear and represent ourselves before all state authorities in their respective departments, any Notary Public, Inspector General of Registration, Registrar of Assurances, District Registrar, Sub-Registrar, Addl. Registrar, Addl. District Registrar, Chief Judicial Magistrate having jurisdiction, Other Judges in Civil and Criminal Courts, Hon'ble Judges in High Courts and Supreme Courts and to file case or cases of any nature including Writ Petitions. Appeals, present deeds, documents of any nature as my said Attorneys may deem fit and proper for registration or for order or orders from the said courts of law state authorities and to acknowledge papers, statements, declarations as may be necessary



and/or required from time to time and to sign all papers, documents affidavit. Plaint, written statements, petition and to give evidence on my behalf as may be necessary and/or require.

- To appoint Solicitors, Advocate, Barrister and Pleaders and to give and sign on our behalf and in our name and defend ourselves as may be necessary and/or required.
- To execute any Affidavit or declaration Confirming my marketable title in respect of the Said Property of any part or portion thereof as the said Attorney may desire or open fit and proper and to register the same with the Addl. Registrar/Sub-Registrar. Addl. Dist. Sub-Registrar or Registrar of Assurances, Kolkata and to admit the execution thereof as the said Attorney may desire or deem fit and proper.
- To file and prosecute or appear and defend any suit, writ petitions actions or legal proceedings in any Court of law or before any quasi judicial authority tribunal or any other forum in any way concerning the <u>Said Property</u> and for the aforesaid purpose to appoint and engage Advocates, Solicitors, Counsels and to settle and pay their fees and to sign on our behalf and in our name and on our behalf sign all plaints, petitions, Vakalatnama etc. and to compromise such suits, write petitions and take any actions or legal proceedings upon such terms and conditions as said Attorney may desire or deem fit and may abide by, observe, perform and carry out all obligations under the suits and other legal proceedings and consent decrees orders pass there under.
- To appoint Advocates. Solicitors and other legal advisors and experts to get the Said 
  Property scrutinized and investigated and to invite from public claims (in any) to the Said 
  Property by publishing notices and by other modes, to take steps to get the title to the Said 
  Property completed (if required) for all the aforesaid purpose to prepare, do deeds and 
  things and get all the necessary deeds, documents, confirmations and assurances etc.
- To prepare and/or get prepared and to submit and file with all the concerned authorities whether government or otherwise applications for grant and/ or issue permits, licenses and authorities from time to time be required as per the provisions of the NOC's, permissions and/ or declarations and for that purpose to appear before any authority or officer and make any statement and given any confirmation, assurance, issue particulars as may deem fit by the said Attorney from time to time and as may be necessary and/ or required and to obtain and take delivery of such licenses, permits or authorities may relate and to utilize the same.
- To execute Deeds of Conveyances in such part or parts or any other deed, documents writing or assurances including any lease, mortgage etc. any part thereof in respect of the said property and in the event any building or buildings is or are constructed on or upon the <u>Said Property</u> in that case to sell the flats, spaces, car parking space and every rights, interests and titles involving the said multi-storied building or buildings as to be deemed fit and proper by the said Attorney and to cause execution and registration of any such deed or deeds as the Attorney deem fit by signing by him in his/ their name on our behalf as our true and lawful constituted Attorney and also admit any deed or deeds.

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document or documents for execution thereof before the concerned and competent registering authorities as the said attorney may desire or deem fit and proper.

- For myself and on my behalf and in our name to accept service of any write or summons or other legal process and to enter an appearance in the defence or oppose any action or other legal proceedings and to make any counter claim therein and to commence any action or other legal proceedings for such reliefs as the said Attorney shall think necessary for the recovery or protection of the <u>Said Property</u> and/or rights and to prosecute discontinue of compromise any such action or proceedings and to appear against any judgment or decision in any Count or tribunal and take any such action in said proceedings.
- To ask demand sue for recovery and receive of and from all persons and bodies corporate for any claims or demands actions or rights or otherwise or relating to or concerning with the <u>Said Property</u> howsoever with arising and whether past or present or future or against the Government of India or Government of West Bengal or Burdwan Zilla Parishad or Gopalpur Gram Panchayet or Asansol Durgapur Development Authority or any other Government or Semi-Government body or authority respectively and to commence, carry on and prosecute any motion suit writ petition or other proceedings whatsoever for recovering and compelling payment transfer or delivery thereof respectively and for that purpose sign and execute all Plaints, written statements, affidavits and applications and to engage Solicitors and Advocates and to settle and pay their fees.
- To settle adjust compound submit to arbitration or compromise all actions suits accounts reckonings claims and demands whatsoever between ourselves and any persons or persons whomsoever and in any way connected with the <u>Said Property</u> or any part thereof in such manner and in all respects as the said Attorney shall think fit and proper.
- To apply to the Block Land & Land Reforms Officer, Sub -Divisional Land & Land Reforms Officer, Town and Country Planning Officer, Burdwan Zilla Parishad or Gopalpur Gram Panchayet or Asansol Durgapur Development Authority or any other body or authority and all other public or private body or Government or Semi-Government authority for the purpose of making necessary mutation and conversion of land, any other entries in respect of the <u>Said Property</u> or any part or portion thereof and to transfer and mutate the <u>Said Property</u> or any part or portion thereof as the said Attorney may desire and for that purpose to make all correspondences including making any application petition representations and prefer an appeal reference review in that effect on our behalf by putting his/ their sign in names as the said Attorney may desire
- 13. To apply for and obtain modification and atteration to the sanctioned building plan in respect of the said property from time to time and at all times hereafter.
- To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with the applying for and obtaining sanction of plan in respect of the said property.

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- 15. To obtain delivery of the sanction plan both original and/ or modified from the respective authorities in Burdwan Zilla Parishad or State authorities, and/or any other authority or authorities including A.D.D.A. Authority and Gopalpur Gram Panchayet.
- To apply, appear and represent for and obtain necessary permissions and/or approvals and/or sanctions from any statutory authority including the Gopalpur Gram Panchayet Burdwan Zilfa Parishad, Asansol Durgapur Development authority, concerned State Government Authorities, concerned Central Government Authorities, West Bengal Pollution Control Board, Municipal affairs, Land and Land Reforms Department, Other Central or State Government Departments to get permission for Housing Complex, Commercial Complex, IT Park, Township etc. And he/ they can also take permission for housing complex if necessary from Durgapur Asansol Development Authority. West Bengal Fire Services, West Bengal Police, Asansol-Durgapur Police Commissionerate (if necessary), Competent Authority under Urban Land (Ceiling and Regulations) Act. 1976. Block Land and Land Reforms Officer and/or any other competent and appropriate authority or authorities, in connection with the sanction, modification and/or alteration of plan.
- To pay fees to obtain sanction and such other orders and permissions from the necessary authorities as be expedient for modification and/or alteration of the sanctioned plans and submit all papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents. Contractors for the aforesaid purposes as the said Attorney shall think, fit and proper.
- To pay fees to obtain sanction plan etc. and such other orders and permissions from the necessary authorities as be expedient for sanction, modification and /or alterations of the plans and also to submit and take delivery of all papers and documents as may be required by the necessary authority or authorities.
- 19 To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the plans to any authority or authorities.
- 20. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility to the <u>Said Property</u> and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.
- 21 To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the <u>Said Property</u> or any part thereof.
- To appear and represent me before all authorities including Burdwan Zilla Parishad. Gopalpur Gram Panchayet or any other Government or Semi-Government authority for fixation and/or finalisation of the annual valuation of the <u>Said Property</u> and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.

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- 23. To engage legal professionals and/or lawyers, to commence prosecute enforce, defend answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning construction on the <u>Said Property</u> or any part thereof and if think fit to compromise settle any dispute, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceeding as aforesaid before any Court, Civil or Criminal or Revenue.
- 24. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, Vakalatnama, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
- 25 To deposit and withdraw fees, documents and moneys from any Court or Courts and/or any other person or authority and give valid receipts and discharges therefore.
- 26 For all or any of the purposes hereinbefore stated to appear and to represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents.
- 27 To execute and Register and/ or cause registration of conveyance/ conveyances in respect of the <u>Said Property</u> and flats in the proposed multi-storied building or buildings or any part thereof either in favour of the intending Purchasers or their nominees in such part or parts as the Attorney may desire.
- 28. To sign the deeds of conveyance and give valid and effectual receipts or discharges for the consideration received on our behalf for sale of the <u>Said Property</u> and flats, space & space for garage in the proposed multi-storied building or buildings.
- 29. To present such conveyance or conveyances for registration before the registering authority and to admit execution thereof.

AND We do hereby ratify, confirm and agree or undertake to ratify and confirm all or whatsoever the said attorney shall lawfully do and perform concerning our below mentioned <u>Said Property</u> under and by virtue of this Power of Attorney.

AND be it noted that this Power of Attorney is granted in/or over the <u>Said Property</u> without any consideration and no right of ownership of the Attorney is created on the property which is the subject matter of this Power of Attorney.

AND this Power of Attorney is revocable as per my will.

The Schedule above referred to "Said Property"

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All that piece and parcel OF BAID at present usable as Bastu Land measuring an area 6.37(six Point three seven ) Katha or ( more orless) 10.510 decimals under Mouza-Bamunara, J.L.No-58, Plot no-1372, L.R.Plot no-1054, KhatianNo-2132, L.R.780 under the jurisdiction of Gopalpur Gram Panchyat Dist-Burdwan, Butted and Bounded

North:- R.5 PLOT NO - 5141 &1354

Advocate, Durgapur Court Enrollment No. WB-512/2000 South:- Land of R.S Plot no 1372 & 1368

East:- Land of R.S Plot no 1372 (P)

West :- Land of R.5 Plot no 1372 (P)

Be it mentioned here that colour passport size photograph and fingerprints of both the hands of the Executants and Attorney holder are attested in separate page 1(A) which will be a part of this deed.

IN WITNESS WHEREOF We have here unto set our hands on this power of Altorney on this the 19th day of March, 2015 in free and fare state of mind and health.

Signed and delivered by the above named EXECUTANTS at Durgapur in presence of

	Maha der taml.
Witness GO Bal Bahad in Rangs Tenlie tala colony PS cake over D. GP 15	Pau - Mu
Deler Chandron Setroffen Lotale Martin Setroffen	Agod a special
Signala, Duyansen - 8	Signature of the EXECUTANTS
Drafted, prepared, read over & Explained by me	Amrita Groom View Floreing Pvt. Ltd.
And typed in my office	Mahadar Paul, god gur son
/ Amrila Gre	
	en View Housing out 1 to
Ray	patichondhary 201
	Cianata and Carata
Production Actory	Signature of Attorney Holder
1 saxed Ne Alexander	
Pradip Kumar Acharyya	

# হস্তাঙ্গুলীর টিপ ছাপ ও ফটো/Fingers Print & Photo

বাম হতি Left Hand						
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ডান হাত Right Hand					8	Tapana Arana III apa an 17ad al lul
		র দ্বারা প্রত্যায়িত হইল Finger print of both h	1000	স্বাক্ষর Signature		Par Mune
বাম হাত Left Hand						
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ভান হাত Right Hand						Raj pati chondhary
		র দ্বারা প্রত্যায়িত হইল। Finger print of both ha	ands attested by me	স্বাক্ষর Signature	sati chard	Raj pati-choudha
বাম হাত Left Hand			.W	B N LBS		
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ভান হাত Right Hand						
উপরের '		য় দ্বারা প্রত্যায়িত হইল। Finger print of both ha	nds attested by me	স্বাক্ষর Signature		141

Pass port size photograph & Finger print of both hands attested by me

# Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. DURGAPUR, District- Burdwan

Signature / LTI Sheet of Serial No. 02271 / 2015, Deed No. (Book - I , 02163/2015)

# ${\ensuremath{\,\mathrm{I}}}$ . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Mahadev Paul Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin :-713212		The second secon	Nahadar Paul
	19/03/2015	LTI 19/03/2015	19.3.15

# II . Signature of the person(s) admitting the Execution at Office.

il No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Mahadev Paul Address -Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212	Self		A COPPET TO THE PROPERTY OF TH	Mahadar Pared.
			19/03/2015	19/03/2015	
2	Pankaj Mukherjee Address -B1/32, Aldrin Path, Bidhannagar, Durgapur, District:-Burdwan, WEST BENGAL, India, Pin:-713212	Self		LTI	Pame. Mun
			19/03/2015	19/03/2015	
3	Mahadev Paul Address -Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India	Self		LTI	Green View Housing Pvt. Ltd.  Mahadar Paul.  Director
			19/03/2015	19/03/2015	
4	Rajpati Choudhary Address -Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India	Self		LTI	Ray path chandle
11	R4 7151/2-		19/03/2015	19/03/2015	

(Satyajit Bj

# Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. DURGAPUR, District- Burdwan Signature / LTI Sheet of Serial No. 02271 / 2015, Deed No. (Book - I , 02163/2015)

II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Pankaj Mukherjee Address -B 1/32, Aldrin Path, Bidhannagar, DURGAPUR MC, Thana:-New Township, District:-Burdwan, WEST BENGAL, India, Pin:-713212	Self		LTI	Pau Mun
	Thana:-New Township, District:-Burdwan, WEST		19/03/2015	LTI 19/03/2015	0 1

Name of Identifier of above Person(s)

Sunil Rana Tentul Tala Colony, Durgapur, Thana:-Coke Oven, District:-Burdwan, WEST BENGAL, India, Pin:-713215 Signature of Identifier with Date

Smil Range. 15.3.15

OS DEWDING

(Satyajit Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

Office of the A.D.S.R. DURGAPUR

Page 2 of 2

19/03/2015



# **Government Of West Bengal**

# Office Of the A.D.S.R. DURGAPUR District:-Burdwan

Endorsement For Deed Number : I - 02163 of 2015 (Serial No. 02271 of 2015 and Query No. 0206L000003977 of 2015)

## On 19/03/2015

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

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

### Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 19/03/2015

(Under Article: E = 14/- on 19/03/2015)

## 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.-30,52,249/-

Certified that the required stamp duty of this document is Rs.- 60 /- and the Stamp duty paid as: Impresive Rs.- 100/-

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

Presented for registration at 12.25 hrs on :19/03/2015, at the Office of the A.D.S.R. DURGAPUR by Mahadev Paul, one of the Executants.

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

Execution is admitted on 19/03/2015 by

- Mahadev Paul, son of Late Nakul Paul, Village:Bamunara, Thana:-Kanksa, P.O.:-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212, By Caste Hindu, By Profession: Business
- 2. Pankaj Mukherjee, son of Late Swapan Mukherjee, B1/32, Aldrin Path, Bidhannagar, Durgapur, District:-Burdwan, WEST BENGAL, India, Pin:-713212, By Caste Hindu, By Profession: Business
- 3. Mahadev Paul

Director, Amrita Green View Housing Pvt. Ltd., 1/32, Aldrin Path, Bidhannagar, Durgapur, District:-Burdwan, WEST BENGAL, India, Pin:-713212.

, By Profession: Business

4. Rajpati Choudhary

Director, Amrita Green View Housing Pvt. Ltd., Village:Bamunara, Thana:-Kanksa, P.O.:-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212.

, By Profession : Business

5. Pankaj Mukherjee

Director, Amrita Green View Housing Private Limited, 1/32, Aldrin Path, Bidhannagar, DURGAPUR MC, Thana:-New Township, District:-Burdwan, WEST BENGAL, India, Pin:-713212.

By Profession: Business

( Satyajit Biswas )



# **Government Of West Bengal**

Office Of the A.D.S.R. DURGAPUR
District:-Burdwan

Endorsement For Deed Number : I - 02163 of 2015 (Serial No. 02271 of 2015 and Query No. 0206L000003977 of 2015)

Identified By Sunil Rana, son of Bal Bahadur Rana, Tentul Tala Colony, Durgapur, Thana:-Coke Oven, District:-Burdwan, WEST BENGAL, India, Pin:-713215, By Caste: Hindu, By Profession: Others.

( Satyajit Biswas ) ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR



( Satyajit Biswas )

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 9 Page from 3136 to 3149 being No 02163 for the year 2015.



(Satyajit Biswas) 19-March-2015 ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR Office of the A.D.S.R. DURGAPUR West Bengal



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Sertified that the Document is Admitted to Registration the sign are Sheet and the Engineers extend this Document.

A.D.S.R. Durgepu

2 3 JUN 2014

Addi. Dist. Sub-Registrar Durgapur, Burdwan

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON 23th DAY OF JUNE, 2014, B E T W E E N:

Page-1

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Durgapur Court, Durgapur-19
Licence No-1/68



23 JUN SOM

Addl. Dist. Sub-Registrar Durgapur, Burdwan

2 8 JUN 2014

(1)SRI RAJU RAJAK(DHOBA)[PAN-BIHPR8169R ] Son Sri Gopal Rajak(Dhoba), by faith-Hindu, by occupation-Business, (2)SMT. LAXMI RAJAK(DHOBA) [PAN-Not Alloted] Wife of Late Bachuu Rajak(Dhoba), by faith-Hindu, by occupation-Housewife, (3)SRI SURESH RAJAK(DHOBA)[PAN-Not Alloted] Son Late Parameshwar Rajak(Dhoba), by faith-Hindu, by occupation-Business all are resident of Village & Post-Bamunara, P.S.-Kanksha, District-Burdwan, West Bengal, PIN-713212, hereinafter refereed to and called as "LANDOWNER" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, representatives, executors, administrators, successors and assigns) of the FIRST PART

#### AND

AMRITA GREEN VIEW HOUSING PRIVATE LIMITED, [PAN - AAKRA8090C] a company incorporated under the provisions of the Companies Act, 1956 having its registered office 1/32, Aldrin Path, Bidhannagar, Durgapur P.S.-N.T.S. District-Burdwan, West Bengal, PIN-713212, hereinafter referred to as the DEVELOPER, represented by its Director Rajpati Choudhary S/o Sri Sadholal Choudhary, resident of Village & Post-Bamunara, P.S.-Kanksha, District-Burdwan, West Bengal, PIN-713212 hereinafter refereed to and called as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the SECOND PART

Whereas the present landowner owning and possessing of a land measuring about 6.45(six Point Four Five) Katha under Mouza- Bamunara, J.L.No-58, Plot no-1354, L.R.Plot no-1036, KhatianNo.-117, under the jurisdiction of Gopalpur Gram Panchyat Dist-Burdwan. The property more fully mentioned and describe in the First schedule is purchased property of the land owner they purchased the same vide deed no5594 for the year 2004 of A.D.S.R. Durgapur , vide deed no5596 for the year 2004 of A.D.S.R. Durgapur , vide deed no5596 for the year 2004 of A.D.S.R. Durgapur

AND WHERE AS the First Part desire to develop the First schedule property by construction of a multi storied building up to maximum limit of floor consisting of so many flats and parking space etc as approved by Gopalpur Gram Panchyat but the owner has not the sufficient fund for the development work and for this reason First Part is in search of a Developer for the said development work.

AND WHEREAS the First Part herein has approached the Second Part and whereas the Second Part after considering the various aspects of execution of the project and proposal of the landowner has decided to construct multistoried building there at consisting of apartments and flat with the object of selling such flats/apartments to the prospective purchasers and the Second Part has accepted the proposal of First Part

Page

Page-2

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

#### I-DEFINITION

- 1.1 OWNER/LANDLORD:- (1) SRI RAJU RAJAK(DHOBA) Son Sri Gopal Rajak(Dhoba), by faith-Hindu, by occupation-Business, (2) SMT, LAXMI RAJAK(DHOBA) Wife of Late Bachuu Rajak(Dhoba), by faith-Hindu, by occupation-Housewife, (3) SRI SURESH RAJAK(DHOBA) Son Late Parameshwar Rajak(Dhoba), by faith-Hindu, by occupation-Business all are resident of Village & Post-Bamunara, P.S.-Kanksha, District-Burdwan, West Bengal, PIN-713212,
- 1.2 DEVELOPER: Shall mean AMRITA GREEN VIEW HOUSING PRIVATE LIMITED a company incorporated under the provisions of the Companies Act, 1956 having its registered office 1/32, Aldrin Path, Bidhannagar, Durgapur P.S.-N.T.S. District-Burdwan, West Bengal, PIN-713212
- 1.3 LAND: Shall mean land measuring about 6.45(six Point Four Five) Katha or (more orless) 10.6425 decimals under Mouza- Bamunara, J.L.No-58, Plot no-1354, L.R.Plot no-1036, KhatianNo, 117 under the jurisdiction of Gopalpur Gram Panchyat Dist-Burdwan
- 1.4 BUILDING:- Shall mean the Building/s to be constructed, erected, promoted, developed and built on the premises by the Owners herein or the Developer herein in the Land mentioned in the FIRST SCHEDULE
- 1.5 ARCHITECT (S): Shall mean such Architect(s) whom the Developer may from time to time, appoint as the Architect(s) of the Building.
- 1.6 GOPALPUR GRAM PANCHYAT: Shall mean the Gopalpur Gram Panchyatand shall also include other concerned authorities that may recommend, comment upon approve, sanction, modify and/or revise the Plans.
- 1.7 PLAN: Mean the sanctioned and/or approved plan of the building/s sanctioned by the Gopalpur Gram Panchyat and shall also include variations/modifications, alterations therein that may be made by the Owners herein or the Developer herein, if any, as well as all revisions, renewals and extensions thereof, if any
- 1.8 OWNERS CONSIDERATION: Shall mean 30% (Thirty Percent) profit of the project and Three nos Flat measuring more or less 800 Sq. Ft (Super built up) each and the cost of the Flat shall deduct from the profit of the Land owners allocation. The details of basis of calculation of profit is given in Second Schedule.
- 1.9 DEVELOPER'S AREA: Shall mean entire building/s together with the undivided impartiable proportionate interest in the said land and the common portions after providing owners area as mentioned in para-1.8

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- 1.10 UNIT/FLAT: Shall mean any Unit/Flat in the Building/s lying erected at and upon the premises and the right of common use of the common portions appurtenant to the concerned Unit/Flat and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat
- 1.11 PROJECT: Shall mean the work of development undertake and to be done by the Owners herein or the Developer herein in respect of the premises in pursuance of the Development Agreement and/or any modification or extension thereof till such development, erection, promotion, construction and building of building/s at and upon the said premises be completed and possession of the completed Unit/s/Flat/s/Car Parking Space/s/ and Others be taken over by the Unit/Flat and occupiers.
- 1.12 FORCE MAJEURE: Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other statutory Body or any Court, Government Regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or partion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Developer
- 1.13 PURCHASER/S shall mean and include:
  - A) If he/she be an individual then his/her respective heirs, executors, administrators, legal representatives, and/or permitted assigns:
  - B) If it be a Hindu Undivided Family then its members of the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns
  - C) If it be a Company then its successor or successors-in-interests and/or permitted assigns;
  - D)If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns:
  - E) If it be a Trust then its Trustees for the time being and their successor(s)-ininterest and assigns.
- 1.14 Masculine gender: Shall include the feminine and neuter gender and vice versa.
- 1.15 Singular number: Shall include the plural and vice-versa.
- II- COMENCMENT: This agreement has commenced and shall be deemed to have commenced on and with effect from the date as mentioned hereinabove at the commencement of this agreement
- III- EFFECTIVENESS:- This agreement shall become effective from the date of getting sanctioned plan from Gopalpur Gram Panchyat.

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IV:- DURATION:- This agreement is made for a period of 30 month from the date of it become effective with a grace period of 6 month with a condition that the construction shall start within 2 month from getting the sanctioned plan from Sopalpur Gram Panchayat.

V:- SCOPE OF WORK:- The Developer shall construct a multistoried building according to sanctioned plan of Gopalpur Gram Panchyat over and above the First Schedule Land.

#### VI: - OWENER DUTY & LIABILITY: -

- The owners has offered total land of 6.45 Katha or (more orless) 10.6425 decimals for development and construction of a housing complex consisting of flats / apartments & parking spaces.
- That the Owner shall within 7 (Seven) days from this agreement shall vacate and deliver the vacant and peaceful possession of the 1st Schedule property to the second party
- 3. The Owners hereby declared that :-
- No acquisition proceedings have been initiated in respect of the schedule mentioned plot.
- b) There is no agreement between the Owners and any other party (except AMRITA GREEN VIEW HOUSING PRISATE LIMITED ) either for sale or for development and construction of housing complex and the said land is free from any encumbrance.
- 4. That the Owner have agreed that they are personally present before the Registering Authority to sign all the agreement for sell and all deeds of conveyance for selling the Flats to the prospective buyer as Land Owners
- 5. That the Owner also agreed that he gives full authority & power to Second Part to do & execute all lawful acts, deeds things for the owners and on his behalf in respect of all activities related to developing and construction of a housing complex on The said land i.e to receive sanctioned plan from the Gopalpur Gram Panchyat, such other statutory authority or authorities, received No objection certificate from Asansol Durgapur Development Authority; to make sign and verify all application or objection to appropriate authorities for all and any license permission or consent etc, to take legal proceedings which are required to be taken in connection with the work of development and construction if any legal action is taken against land owner in connection with the same project, to prosecute and defend such legal proceedings, affidavit, application, etc to engage advocate and to do all such things required to be



done in that behalf and sale of flats/apartments to the prospective buyers save and except Owner's allocation and accept booking money, advance and consideration money. However, the attorney or the developer shall not acquire any right, title or interest in the said land/premises until the deeds of transfer are executed by the owners and the owners shall agreed to ratify all acts and things in fully done by the developer

#### VII - DEVELOPER DUTY, LIABILITY & responsibility:-

- The developer AMRITA GREEN VIEW HOUSING PRIVATE LIMITED confirms and
  assures the owners that they are fully acquainted with and aware of the process /
  formalities related to similar project in Corporation area and fully satisfied with the
  papers/documents related to the ownership, physical measurement of the said land,
  litigation free possession, suitability of the site and viability of the said project and
  will not raise any objection with regard thereto.
- 2. The developer confirms and assures the owners that they have the financial and other resources to meet and comply with all financial and other obligations needed for execution of the total project within the schedule time under this agreement and the owners do not have any liability and or responsibility to finance and execute the project or part thereof
- 3. The developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision & security of reputed Architect/Planner, authorized/Licensed by appropriate authority. The building plan should comply with the standard norms of the multistoried buildings including structural design and approval of the local sanctioning authority/Corporation/Govt. agencies. Any variation/alteration/modification from the original approved drawing/plan needs approval of the owner & the Architect before submission to the Corporation/appropriate authority for subsequent revision. In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both the owners and developers. However, basic character of the project consisting of flats/apartment/parking space and common space like garden/water will remain intact unless agreed to by both the owners and Developers.



- 4. That the Developer shall not raise any question regarding the measurement of the 1st schedule mentioned property and Developer shall take all necessary step to save the property from any kind of encroachment by the adjacent land owner.
- That the Developer shall be responsible for any acts deeds or things done towards
  any fund collection from one or more prospective buyer of the proposed flats.
- 6. That the Developer shall be responsible for complying with the Rules & Regulation in all matters including construction of the building according to the sanctioned plan and shall be responsible for complying with all provisions of law that may be in force from time to time and the Owner shall not be responsible for any infringement of law that may be in force from time to time during the subsistence of this Agreement. The Owner Part shall not be responsible for any accident or damage or loss during the course of the construction of the proposed building. The Second part shall be responsible for the said incident or damage or loss during construction.
- 7. That the Developer shall complete the Development work/Construction of building/flat at its own cost and expenses in pursuance of the sanctioned plan within 30 months from the date approval of plan by the PANCHYAT with further additional period of 6 months if needed both the case the time shall be computed on and from the date of agreement.
- That Developer shall not claim any extra amount for water and electricity connection from the Land Owners for their allocation.
- 9. That the Developer shall not make the Owner responsible for any business loss and/or any damages etc or due to failure on the part of the Developer to correctly construct the Flats and/or to deliver correctly the same to the intending purchasers and in such cases the Developer shall been the entire responsibility.

#### VIII-Developer Allocation:-

Developers Allocations shall mean entire building including common facilities of the building along with undivided proportionate share of the "said property / premises" after providing the Land Owners allocation as mentioned in this deed.

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#### IX-Miscellaneous :-

- a) Indian Law- This agreement shall be subject to Indian law and under the Jurisdiction of Durgapur Court.
  - b) Confidentiality & non-disclosure- Both the parties shall keep all non-public information & documents concerning the transaction herewith confidential unless compelled by Judicial or administrative process.
- c) Disputes- Differences in opinion in relation to or arising out during execution of the housing project under this agreement shall be intimated by a registered letter/Notice and then to an arbitral tribunal/arbitrator for resolving the disputes under this arbitration & conciliation Act, 1996, with modification made from time to time. The arbitral tribunal shall consist of one arbitrator who shall be an Advocate, to be nominated by both the parties or their legal advisors.
- d) copies of all statutory approvals of the competent bodies e.g. land conversion, approved building plan, lifting/connection of water & electricity, sewerage disposal etc. with due approval and or any other clearance from competent authority are to be supplied by the developers to the owners time to time.
- e) The owners can visit the construction site anytime with intimation to the developer/site supervisor and discuss with the site supervisor but will not disturb the construction work. However, any unusual and non-permissible actions/operations observed at site can be brought to the notice of the developer and the architect for discussion and necessary corrective action.
- f) The developer shall ensure safe & sound building design and construction, complete safety of the workmen, minimum wages, first class standard quality of materials supplied/used along with all other legal formalities and moral obligations during execution of the project so as to render the first party free from legal obligations and all other risks and hazards whatsoever related to the project. And the owner shall not be liable for same in any manner whatsoever whether during construction or after construction.



- g) The second party or the developer shall have the right and for authority to deal with and negotiate with any person and or enter into any deal with the contract and/or agreement and/or agreement and/or borrow money and for take advance from any bank/financial institution and/or also allocate flats under this agreement and within the framework of Power of attorney.
- h) A successful project completion certificate from the Architect or any competent technical body with specific observations/ comments on the design, quality of material and workmanship, of the water supply system, sewerage system, electric supply system and the lifts to be obtained by the developer and will be responsible for any defect and rectification thereof at their cost/expense for a guarantee period of next six months after handing over of physical possession of the flats.
- i) That all cost, charges and expenses for execution of the whole project and including stamp duty and registration fee for execution and registration of this agreement and or deed of conveyance/transfer of the said land shall be borne paid and discharged by the Developer exclusively.
- j) The owners shall have no right, title, interest, claim whatsoever in the consideration received by the developers or its nominees out of the developers allocation.
- k) The landowners and the developers have entered into their agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between them in any manner nor shall the parties hereto be constituted as association of persons.
- 1) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, if any, needed by the developer for the purpose of the sanction of the building plan and/or any other purpose to be required for said developments project shall be prepared by the developer at its own costs and expenses in the name of the land owner without reimbursement of the same and the land owner shall sign on the said plan/plans, application, paper, documents, etc. as and when the developer asked for the same without demanding any remuneration and/or money for the same.
- m) Save and except the conditions and stipulations as mentioned herein the owner shall have every right to terminate the agreement at any moment if any condition and stipulations is violated and in case of termination of agreement the Developer can not

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claim any damages from the landowner towards the cost incurred in construction of project.

#### First Schedule above referred to

#### (Description of Land)

All that piece and parcel BAID Land measuring an area 6.45(six Point Four Five) Katha or ( more orless) 10.6425 decimals under Mouza- Bamunara, J.L.No-58, Plot no-1354, L.R.Plot no-1036, KhatianNo.-117, under the jurisdiction of Gopalpur Gram Panchyat Dist-Burdwan, Butted and Bounded

North Sunil Das

South: Kalyani Adhikary

East:-Naran Samanta &ors

West-sridhar Dhara

Second Schedule above referred to

(Basis of calculation of profit )

That the total area offered by the Land Owner to the Developer 6.45 Katha or 4644 Sq. ft and on the 6.45 Katha land, maximum 9288 Sq. ft construction is possible and Primarily the profit to be calculated in case of 6.7 storied building on the basis of calculating present cost of per Sq. Pt is more or less 950 per Sq. Pt (Estimated cost determined on the basis of price of cement @ Rs. 315/- per bag and that of Rod @ Rs. 38/- only per Kg.) subject to variation according to enhancement of price rate and the present sale price of such Flat is Rs. 1700/- only per Sq. Ft. In the event of permission obtain by Developer for more then G+11 storied building then the per Sq. Ft Cost of construction enhanced from Rs.950 Per Sq. Ft only to Rs. 1100 per Sq. Ft. and present market price of such type of flat is Rs. 1700/- only per Sq. Ft.



23 JUN 2014

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the OWNERS /FIRST PART at DURGAPUR in the presence

Popul Roman (Onahor)

Mad Zal Zstan(ESTA))

LT-14 Suresh Rajale (Sholow)

ly Sulval Chander Setroller

SIGNED AND DELIVERED by the DEVELOPER/SECOND PART at DURGAPUR in the

presence of:

Amrita Green View Housing Pvt. Ltd.

i chandhary

WITNESSES:

1. Solate Blowling Statelle

Sto late Bluelan Estacher

chardra Ksha

Kankson.

Drafted and Typed at my office & I read over & Explained in

3 JUN 2014

Mother languages to all parties to this deed and

all of them admit that the same has been correctly

written as per their instruction

BODY KOACHSTAYN

ADVOCATE,

Durgapur court

Enrollment no-WB/512/2000

## **Government of West Bengal** Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue Office of the A.D.S.R. DURGAPUR, District- Burdwan

Signature / LTI Sheet of Serial No. 05028 / 2014, Deed No. (Book - I , 04802/2014)

## I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Raju Rajak ( Dhoba) Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST			Royu Bonx (Dn
BENGAL, India, Pin :-713212	23/06/2014	LTI 23/06/2014	23/6/14

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Raju Rajak ( Dhoba) Address -Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212	Self		LTI	Rojer RojeK(1
			23/06/2014	23/06/2014	^
2	Laxmi Rajak ( Dhoba) Address -Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212	Self		LTI	पन्वीहैवी २०१व
			23/06/2014	23/06/2014	all will a
3	Suresh Rajak ( Dhoba) Address -Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212	Self		LTI	The Survey Charles
			23/06/2014	23/06/2014	
4	Rajpati Choudhury Address -Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin:-713212	Self		LTI	Amrita Green View Housing P.
	Registra		23/06/2014	23/06/2014	

Name of Identifier of above Person(s)
Subal Chandra Sutradhar
City Centre, Durgapur, Thanal-Durgapur,
District:-Burdwan, WEST BENGAL, India, Pin:-713216

(Satyajit Biswas)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR Office of the A.D.S.R. DURGAPUR



# Government Of West Bengal Office Of the A.D.S.R. DURGAPUR

District:-Burdwan

Endorsement For Deed Number : I - 04802 of 2014 (Serial No. 05028 of 2014 and Query No. 0206L000009125 of 2014)

# 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: 5, 5(f) of Indian Stamp Act 1899.

## **Payment of Fees:**

Amount By Cash

Rs. 14.00/-, on 23/06/2014

( Under Article: ,E = 14/- on 23/06/2014 )

## 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.-23,17,936/-

Certified that the required stamp duty of this document is Rs.- 5010 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

## **Deficit stamp duty**

Deficit stamp duty Rs. 20/- is paid, by the Bankers cheque number 157127, Bankers Cheque Date 23/06/2014, Bank: State Bank of India, DURGAPUR CITY CENTRE, received on 23/06/2014

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

Presented for registration at 12.45 hrs on :23/06/2014, at the Office of the A.D.S.R. DURGAPUR by Basanti Chakraborty, one of the Executants.

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

Execution is admitted on 23/06/2014 by

- Raju Rajak ( Dhoba), son of Gopal Rajak ( Dhoba ) , Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin :-713212, By Caste Hindu, By Profession : Business
- Laxmi Rajak ( Dhoba), wife of Late Bachuu Rajak ( Dhoba ) , Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin :-713212, By Caste Hindu, By Profession : House wife
- 3. Suresh Rajak (Dhoba), son of Late Parameshwar Rajak (Dhoba), Village:Bamunara, Thana:-Kanksa, P.O. :-Bamunara, District:-Burdwan, WEST BENGAL, India, Pin :-713212, By Caste Hindu, By Profession: Business
- Rajpati Choudhury
   Director, Amrita Green View Housing Pvt. Ltd., 1/32, Aldrin Path, Bidhannagar, Durgapur, Thana:-New Township District:-Burdwan, WEST BENGAL, India, Pin:-713212.
   By Profession: Business

( Satyajit Biswas )

EndorsementPage 1 of 2



# Government Of West Bengal Office Of the A.D.S.R. DURGAPUR

District:-Burdwan

Endorsement For Deed Number : I - 04802 of 2014 (Serial No. 05028 of 2014 and Query No. 0206L000009125 of 2014)

Identified By Subal Chandra Sutradhar, son of Late Bhuban Sutradhar, City Centre, Durgapur, Thana:-Durgapur, District:-Burdwan, WEST BENGAL, India, Pin :-713216, By Caste: Hindu, By Profession: Others.

( Satyajit Biswas ) ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR



( Satyajit Biswas )

Signature, Colour passport size photograph, finger prints of both the hands of the Vendor & Purchaser





Colour Passport size photograph, finger prints of both the hands is attested.

Signature, Colour passport size photograph, finger prints of both the hands of the Vendor & Purchaser

Left Hand					
	Thumb	Fore	Middle	Ring	Litte
Right Hand					



Colour Passport size photograph, finger prints of both the hands is attested.

Signature, Colour passport size photograph, finger prints of both the hands of the Vendor & Purchaser

	of the V	endor & Pu	irchaser		
Left Hand					
714330	Thumb	Foles	Middle	Ring	Litte
Right Hand	100				



Colour Passport size photograph, finger prints of both the lands is attested.

LT1- of Suseth Rajak (Dusta) by Suleal Charder Situether Signature, Colour passport size photograph, finger prints of both the hands of the Vendor & Purchaser

Left Hand					
	Thumb	Fore	Middle	Ring	Litte
Right Hand					

Ray pati-chondhay

Colour Passport size photograph, finger prints of both the hands is attested. Green View Housing Pvt. Ltd.

Director

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 13 Page from 837 to 853 being No 04802 for the year 2014.



(Satyajit Biswas) 23-June-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR
Office of the A.D.S.R. DURGAPUR
West Bengal