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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

P.No-23/19

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attached to the Signatures Sheet's  
as part of the Document.

Sub-Registrar  
MURDWAN

17 AUG 2018 04 JAN 2019

*Chiranjeev Samanta*

SRADHYA CONSTRUCTION

*Manoj K. Bhowmik*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

9.170  
P.M

(15)

**AGREEMENT FOR DEVELOPMENT  
AND  
DEVELOPMENT POWER OF  
ATTORNEY**

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM  
DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 10<sup>TH</sup> DAY OF  
AUGUST, TWO THOUSAND AND EIGHTEEN (2018)

BETWEEN

3650 09/08/18

3650  
Shadhya Construction  
Burdwan  
24 JUL 2018

Anasanta



1440

Anasanta



1441



SRADHYA CONSTRUCTION

Manoj Kumar Ghosh

MANAGING PARTNER



1442

Additional District Sub-Registrar  
BURDWAN

18 0 AUG 2018

SRADHYA CONSTRUCTION

Suchismita Samanta

MANAGING PARTNER

Abhijit Ghosh,  
Sita Ananta Ghosh,  
Bhabani Prasad Saha



*Chandra Samanta*

**SRADHYA CONSTRUCTION**

*Narugopal Bhakat*

**MANAGING PARTNER**

**SRADHYA CONSTRUCTION**

*Suchismita Samanta*

**MANAGING PARTNER**

**MR. ANANDO SAMONTA**, S/o Late Ranjit Samonta, by Nationality -Indian, by faith- Hindu, by profession - Business, resident of C/o Laxmi Roy, House No. 312, Hazra Math, P.O. Sripally, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN: AIEPS1212Q**; hereinafter called and referred as the **OWNER** (which express or shall unless excluded his respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

And

**"SRADHYA CONSTRUCTION"**, (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin - 713103; having **PAN: ADGFS4179R**; being represented by its Managing Partners namely

- 1) **MR. NARUGOPAL BHAKAT**, S/o Late Chandl Shankar Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN: ADGPB5297F**; and
- 2) **MRS. SUCHISMITA SAMANTA**, W/o Mr. Taraknath Samanta, by faith- Hindu, by profession - Business, resident of Golahat, Shakharpukur, P.O. - Sripally, P.S. & Dist. Burdwan, Pin - 713103; **PAN: AMZPS9150J**; hereinafter called the **DEVELOPER** (which express on shall unless excluded his/her/its/their and each of his/her/its/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

2018

Registration No. 100/2018

NOTIFICATION

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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

*Chandra Sekhar*

SRADHYA CONSTRUCTION

*Manoj Kumar Samanta*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

- A. **WHEREAS:** the OWNER is the sole and absolute owner in respect of the **First Schedule** mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the **First Schedule** hereinafter written (hereinafter referred to as the "**SAID PROPERTY**").
- B. **AND WHEREAS,** the **First Schedule** mentioned Plot Numbers which are previously comprising in C.S. Khatian No. 16, R.S. Khatian No. 136 comprising in C.S. & R.S. Plot No. 115 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 279 of "Bastu" Class of Land under the Sankharipukur Mouza, J.L. No. 38, total measuring 15 Decimals and C.S. Khatian No. 15, comprising in C.S. & R.S. Plot No. 116 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 280 of "Bastu" Class of Land under the Sankharipukur Mouza, J.L. No. 38, total measuring 23 Decimals total measuring 38 Decimals situated within the jurisdiction of Burdwan Municipality of Ward No. 15 appertaining to previous Holding No. 63, subsequent Holding No. 84/3 and present Holding No. 146 of Sankharipukur Mahalla under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at Burdwan was previously belonged to one Abinesh Chandra Bandopadhyay, S/o. Late Chandra Sekhar Bandopadhyay and while in absolute ownership & business of the aforesaid property Abinesh Bandopadhyay transferred his owned & possessed property in favour of Uma Sundari Devi, W/o, Gangadhar Samanta vide a registered





SRADHYA CONSTRUCTION



MANAGING PARTNER

SRADHYA CONSTRUCTION



MANAGING PARTNER

Deed of Sale which has been executed on 10/02/1942 and registered on 16/02/1942 before the office of Burdwan Sadar Registrar bearing deed on 524 for the 1942 and subsequently the said Uma Sundari Devi since purchase became absolute owner and possessor of the scheduled property and got her name recorded in the record of rights & continued to pay land revenues and taxes.

- C. **AND WHEREAS** Uma Sundari Devi @ Devi, W/o, Late Gangadhar Samanta during her life time executed a WILL on 24/09/1975 corresponding to the Aswin 1382 B.S. which was registered before District Sub-Registrar Alipore, being No. 149 of 1975 and thereby bequeath her all movable and immovable properties including the scheduled property in the name of her respective heirs.
- D. **AND WHEREAS** the schedule mentioned property has been bequeathed in the name of Chabi Rani Devi, W/o Ranjit Samanta by Uma Sundari Devi vide her registered will being No. III-149 for the year 1975, Book No. III, Volume No. 10, Pages No. 47 to 48 at the District Sub-Registrar, Alipore.
- E. **AND WHEREAS** Uma Sundari Devi *alias* Devi died on 19/01/1994 and after her death the aforesaid will has been filed an application being No. 125 of 1994 for grant of & accordingly the Hon'ble High Court at Calcutta has granted probate of the said Will to the executor.
- F. **AND WHEREAS** after the grant of probate of the will Chabi Rani Devi *alias* Chabi Samanta *alias* Chabi Samanta became owner and possessor of the







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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2019**

Ananda Samanta

SRADHYA CONSTRUCTION

Ananda Samanta

MANAGING PARTNER

SRADHYA CONSTRUCTION

Suchismita Samanta

MANAGING PARTNER

schedule property & got her name recorded in the record of right & continued to pay land revenues and taxes in her name.

- G. **AND WHEREAS** Chabi Rani Debi *alias* Chabi Samanta *alias* Chabi Samanta continued to possess the scheduled property freely & openly within the knowledge of everybody.
- H. **AND WHEREAS** Chabi Rani Debi *alias* Chabi Samanta *alias* Chabi Samanta during her uninterrupted ownership & possession of the scheduled property transferred the scheduled property on 23/11/2014 in favour of her son Anando Samanta, S/o. Late Ranjit Samanta vide registered deed of gift being no. 7010 for the year 2014, before A.D.S.R., Burdwan.
- I. **AND WHEREAS** the present OWNER namely Anando Samanta since 23/11/2014 became absolute owner & possessor of the scheduled property & got his name recorded in the L.R. record of right under Khatian No. 3093 & mutated his name in the office of the Burdwan Municipality & is paying and revenues and taxes of the scheduled property accordingly and accordingly started the process to discharge his legal obligations of payment of Govt. rents etc. in the name on appropriate receipt thereof and thereby has acquired absolute title in the said property to which he is entitled. Hence the OWNER has acquired a good title over the **First Schedule** mentioned property without any interference or intervention of any or by any other person.
- J. **AND WHEREAS** there was a large portion of vacant land with huge structure thereon being the First Schedule mentioned Property which was not





*Pradeep Kumar*

SRADHYA CONSTRUCTION

*Manoj Kumar Bhowmik*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

maintained and which was more specifically described below and thereby the **OWNER** has taken decision to construct of multistoried commercial cum residential building inclusive of Shops and Offices and Flats/Residential Units and Car Parking Spaces by constructing building and to develop the premises i.e., the vacant land which is more specifically described in the First Schedule below and which is not being looked after by the **OWNER** due to his habitation uncertainty in the City of Burdwan and occupational requirement and dilemma and thereby the **OWNER** has taken decision to construct of Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the total land measuring 38 Decimals (A little More or Less).

- K.** That the **OWNER** neither has the capacity nor has the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces cum housing and commercial complex by erecting multistoried building/buildings being the Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces.
- L.** That the **DEVELOPER** is itself is a highly reputed developer Partnership Firm in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and skill to develop the same. So the

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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2016**



SRADHYA CONSTRUCTION



MANAGING PARTNER

SRADHYA CONSTRUCTION



MANAGING PARTNER

**OWNER** of the First Schedule mentioned property gave offer to the **DEVELOPER** to develop the First Schedule properties as mentioned below. In response to that offer the **DEVELOPER** has accepted on the following terms and conditions as stated below to develop the property with a project for construction of Commercial cum Residential building inclusive of Shops and Offices and Flats/Residential Units/Car Parking Spaces.

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

- 1.1 PREMISES:** shall mean the premises with land as stated in the First Schedule of this agreement.
- 1.2 BUILDING/S:** shall mean the proposed multi-storied building/buildings along with multi-storied commercial cum residential building cum housing cum commercial complex inclusive of Shops/Offices/Commercial Units and Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, to be duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan in order to construct Multi- Storied Building comprised with Shops/Offices/Commercial Units and Flats/Residential Units and Car Parking Spaces and to utilize the land to aid and support the process of construction of the Multistoried Commercial cum residential building inclusive of Shops/Offices/Commercial Units and Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other







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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

Anando Samanta

SRADHYA CONSTRUCTION

Narugopal Bhakat

MANAGING PARTNER

SRADHYA CONSTRUCTION

Suehismita Samanta

MANAGING PARTNER

necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the **Third Schedule** of this indenture and the said Building will be named as styled as "**CHAYACHABI COMPLEX**".

- 1.3 OWNER:** shall mean **MR. ANANDO SAMONTA**, S/o Late Ranjit Samonta, by Nationality -Indian, by faith- Hindu, by profession - Business, resident of C/o Laxmi Roy, House No. 312, Hazra Math, P.O. Sripally, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN. AIEPS1212Q**; and shall include his respective heirs, executors, administrators, representatives, transferees, assignees and nominees.
- 1.4 DEVELOPER:** shall mean "**SRADHYA CONSTRUCTION**", (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin - 713103; having **PAN: ADGFS4179R**; being represented by its Managing Partners namely **1) MR. NARUGOPAL BHAKAT**, S/o Late Chandi Shankar Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Furatan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN: ADGPB5297F**; and **2) MRS. SUCHISMITA SAMANTA**, W/o Mr. Taraknath Samanta, by faith- Hindu, by profession - Business, resident of Golahat, Shakharpukur, P.O. - Sripally, P.S. & Dist. Burdwan, Pin - 713103; **PAN: AMZPS9150J**; and shall include



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**Additional District Sub-Regional  
BURDWAN**

**'10 AUG 2018**



*Pranav Samanta*

SRADHYA CONSTRUCTION

*Nandini Samanta*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Snehismita Samanta*

MANAGING PARTNER

his/her/it's/their respective legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees.

**1.5 COMMON FACILITIES:** shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator space/room, community room, meter room, transformer, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the **Fourth Schedule** of this Indenture.

**1.6 OWNER'S ALLOCATION:** shall mean the prospective right of the OWNER in regard to his share as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNER was held to be 50% of the proposed building/buildings being the commercial cum residential building cum housing and commercial complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and to utilize the land for the process of construction of the Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is



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10 AUG 2018

*Anand Kumar*

SRADHYA CONSTRUCTION

*Nancy P. Bhandari*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

regarded as part and parcel of the said project, within the said premises as per their respective share over land more specifically mentioned in the **First Schedule**. Here it must be mentioned that OWNER will not retain and will not enjoy his entitlement of the aforesaid allotted share of 50% of the Total Constructed Portion of the proposed Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and he will take the total consideration amount Rs. 5,21,00,000/- (Rupees Five Crore Twenty One Lakh Only) in lieu of his aforesaid 50% share and in lieu of the said allocation of the Owner, the Owner hereby grant exclusive and absolute right to the Developer to sale out the said allocated portion of 50% by the Developer as the Power of Attorney Holder of the Owner and the OWNER also grants all right, title and interest in favour of the DEVELOPER to receive and collect the consideration amount against the aforesaid 50% share of OWNER from purchaser and the OWNER also grant all right, title and interest in favour of the DEVELOPER to keep and retain the aforesaid sale proceeds and the consideration amount against the aforesaid 50% share of OWNER in order to make adjustment in respect of the aforesaid consideration money amounting Rs. 5,21,00,000/- (Rupees Five Crore Twenty One Lakh Only) and the OWNER hereby grant exclusive and absolute right to the Developer to sale out the said allocated portion of 50% by the Developer in favour of the prospective purchasers along with the Allocation of the Developer and will simply take the share in the consideration amount as





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**Additional District Sub-Registrar  
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**10 AUG 2018**

*Chandra Khambha*

SRADHYA CONSTRUCTION

*Narayan Bhandari*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Sushmita Samanta*

MANAGING PARTNER

described in this Agreement to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNER and the OWNER will directly not sale the said Shop/Office/Unit/Flat/Parking Space or will not directly do any documentation or will not execute any document and agreement for Sale and all such work will be done by his Power of Attorney Holder being the Representative cum Managing Partners of the Developer Firm on his behalf and the OWNER will take the Monetary Consideration in lieu of his shares from the Developer Firm but not directly from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank but all such payment are to be taken by the DEVELOPER and the said consideration money against the allocated share of the owner which is described in this Development Agreement, will either be paid directly or will be deposited in the Bank Account of the OWNER as per his share and the DEVELOPER as the duly constituted Power of Attorney and Authorized Agent(s) of the OWNER will deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank and will receive the Money/Consideration Amount from all such persons or institutions and will retain the said money for making the adjustment of the consideration sum forwarded to the OWNER and to make adjustment in regard to the cost of construction. It is further mentioned here that the aforesaid amount will be paid by 10 (Ten) different instalments only as mutually agreed and discussed and the payment process of the said amount

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REVENUE CONSULTATION



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**.10 AUG 2018**

*Chanda Samanta*

SRADHYA CONSTRUCTION

*Mani Ranjan Samanta*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suehishmita Samanta*

MANAGING PARTNER

has been described in the SECOND SCHEDULE of this Deed.

**1.7 DEVELOPER'S ALLOCATION:**

1.7.1 Shall mean the absolute right of the DEVELOPER in regard to compulsory 50% along with the 50% share of the owner which means the DEVELOPER's absolute right is 100% share of the Entire total constructed portion of the proposed building/buildings being the Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to raise construction of the Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and to utilize the land for the process of construction of the Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises as per their respective share over the entire **First Schedule** mentioned property including Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors and since the DEVELOPER is in agreement with the OWNER to pay Rs. 5,21,00,000/- (Rupees Five Crore Twenty One Lakh Only), the

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**Additional District Sub-Registrar  
BURDWAN**

**11 0 AUG 2018**

*Chandra Samanta*

SRADHYA CONSTRUCTION

*Nancy Roy Banerjee*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Sushmita Samanta*

MANAGING PARTNER

DEVELOPER will also have the all right, title and interest in regard to the Authority and Power given by the OWNER in favour of the DEVELOPER to transfer, convey and sale the portion defined in the OWNER'S ALLOCATION i.e., the DEVELOPER will have exclusive right to enjoy the entire proposed Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its and of the owner also i.e., all the Shops, Offices, Flats and Parking Spaces in the said proposed Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces.

- 1.7.2 Roof area which shall be the roof/rooves directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the DEVELOPER alone; during the tenure of this Agreement, if the DEVELOPER obtains any further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER, at their own cost may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan i.e., Burdwan Municipality Sanctioned Plan and the OWNER shall not have and shall not claim any allocation or any right or title or interest in respect of such construction which means that the DEVELOPER will

REGISTRATION

10/8/2016

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REGISTRATION  
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**Additional District Sub-Registrar  
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**10 AUG 2016**

*Chandras Khanna*

SRADHYA CONSTRUCTION

*Naveen Kumar Sharma*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suehismita Samanta*

MANAGING PARTNER

get and obtain 100% allocation from that particular floor or/and new construction and they will have the full power and privilege by the force and virtue of the Power of Attorney given hereunder by the Owner to sale out the said allocated portion in favour of the prospective purchasers and will keep and retain the consideration money and the OWNER will directly not sale the said Unit/Flat/Parking Space or will not directly do any documentation or will not execute any document and agreement for Sale and all such work will be done by his Power of Attorney Holder being the Representative cum Managing Partners of the Developer Firm on their behalf and the OWNER will not take any monetary consideration directly from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank but all such payment are to be taken by the DEVELOPER and the said consideration money will be retained and kept by the DEVELOPER and the DEVELOPER will deal with all persons and/or the intending purchaser(s) and/or the Financial Institution and/or Bank and will receive the Money/Consideration Amount from all such persons or institutions and will retain the same and the present OWNER admit and agree and declare not to raise any objection whatsoever in this regard in future.

- 1.9 ARCHITECT :** shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at his own cost

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Additional District Sub-Registrar  
**BURDWAN**

10 AUG 2018

*Chandrasekhar*

SRADHYA CONSTRUCTION

*Nandu K. R. Raut*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suehishmita Samanta*

MANAGING PARTNER

and sole responsibility, subject to approval of the owner.

- 1.9 BUILDING PLAN:** shall mean the plan/plans for construction of the building duly approved by the OWNER and submitted by at the costs of the DEVELOPER to the Burdwan Municipal Authority in order to construct multistoried residential cum commercial building/buildings along with residential cum commercial building cum housing cum shopping and market complex inclusive of Flats/Residential Units, Shops/Offices/Commercial Units and Car Parking Spaces and to utilize the land to aid and support the process of construction of the multistoried residential cum commercial building/buildings along with residential cum commercial building cum housing cum shopping and market complex inclusive of Flats/Residential Units, Shops/Offices/Commercial Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Burdwan Municipal Authority i.e., Burdwan Municipality It will also include any further permission by way of Burdwan Municipality Sanctioned Plan in order to raise and construct further floors over the top floor.

- 1.10 CONSTRUCTED SPACE:** shall mean the space in the Building available for independent use and the occupation including the space demarcated for



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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

common facilities.

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

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SRADHYA CONSTRUCTION

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MANAGING PARTNER

SRADHYA CONSTRUCTION

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MANAGING PARTNER

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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**



SRADHYA CONSTRUCTION



MANAGING PARTNER

SRADHYA CONSTRUCTION



MANAGING PARTNER

**1.15 CO - OWNER:** shall according to its context mean and include all persons who acquire or agree to acquire Commercial Unit/ Shops/Offices and Residential Unit / Flat / Parking space in the Building, including the Developer for the Commercial Unit/ Shops/Offices and Residential Unit/ Flats / Parking Spaces not alienated or agreed to be alienated.

**1.16 OFFICE/SHOP/FLAT/UNIT:** shall mean the Commercial Unit/ Shop/Offices and Residential Unit/flats and / or other space or spaces intended to be built and or constructed and / or the covered area capable of being occupied.

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

**1.17 COMMON EXPENSES:** shall include all expenses to be incurred by the Co - owner for the maintenance, management and upkeep of the building in the said Holding for common purposes and also the charges to installation of Electricity.

**1.18 COMMON PURPOSES:** shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co - Owner relating to their



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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

*Chandra Samanta*

SRADHYA CONSTRUCTION

*Manoj Kumar Bhowmik*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.

- 1.19 SUPER BUILT-UP AREA:** Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of **25% (Twenty Five Percent) (More or Less)** over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and Shall mean in context to a Commercial Unit/Shop/Office as the area of a Commercial Unit/Shop/Office computed by adding an agreed average but variable percentage of **40% (Forty Percent) (More or Less)** over the built-up and/or the covered area of the Commercial Unit/Shop/Office and such will be used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per its standing rules and regulations. Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the WBHR Act, 2017 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.
- 1.20 DEVELOPER'S ADVOCATE:** Shall mean **Sri Rajdeep Goswami, Ld. Advocate** of Burdwan District Judges' Court who have prepared these presents and who shall prepare all legal documentations regarding the development.





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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

*Pranav Kumar*

SRADHYA CONSTRUCTION

*Manish Kumar*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Somaria*

MANAGING PARTNER

construction, building, promotion and erection and sale, transfer, grant, conveyance, demise, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.

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

**1.22 TRANSFEREE/INTENDING PURCHASER:** shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPER'S ALLOCATION and the OWNER'S ALLOCATION or any space in the building/s including the rights of transfer to the extent of the entire 100% share as defined and described in the Clause No. 1.6 and 1.7.

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

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

**ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS:**

The OWNER do and doth hereby declare and covenant with the DEVELOPER as follows:-

**2.1** That the OWNER is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said premises as mentioned in

28/08/2018

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Additional District Sub-Registrar  
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SRADHYA CONSTRUCTION



MANAGING PARTNER

SRADHYA CONSTRUCTION



MANAGING PARTNER

the **First Schedule** below.

- 2.2 That the said premises is free from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature and if such is not still then the **OWNER** hereby unconditionally undertake to make the said **First Schedule** mentioned property free form all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within 3 Months from this very date of execution of this Agreement.
- 2.3 That the **DEVELOPER** will bear the cost of demolishing, dismantling, disintegrating and dissolving the existing construction (if any) and will take the possession of the vacant land provided that all the debris and rubbish will be retained by the **DEVELOPER** and shall be the property of the **DEVELOPER** and the **DEVELOPER** will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation.
- 2.4 That the **DEVELOPER** will bear all expenditure of construction and cost of all necessary and essential materials and equipments which will be required for the purpose of construction of the said building premises and the **OWNER** will co-operate with the **DEVELOPER** in all aspects except Financially.
- 2.5 That the **OWNER** by self or through his constituted attorney shall sign in all other necessary papers, documents, affidavits, declarations etc. require for modification of building plan/revised plan if necessary, and for construction of building which may be required by the Developer for the purpose of



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10 AUG 2018



*Chandi Shankar*

SRADHYA CONSTRUCTION

*Narugopal Bhakat*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

construction and development of the said property in the said premises.

- 2.6 The **DEVELOPER** is hereby authorized and empowered in relation to the said construction, so far as may be necessary for apply of quotas of cement, steels bricks and other materials for the construction or the electric meter waster & drainage and other imputes and facilities and for other necessities required for which purpose the **OWNER** hereby agree upon to execute a Power of Attorney through this indenture in favour of "**SRADHYA CONSTRUCTION**", (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin - 713103; having PAN: **ADGFS4179R**; being represented by its Managing Partners namely 1) **MR. NARUGOPAL BHAKAT**, S/o Late Chandi Shankar Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, Pin - 713103; PAN: **ADGPB5297F**; and 2) **MRS. SUCHISMITA SAMANTA**, W/o Mr. Taraknath Samanta, by faith- Hindu, by profession - Business, resident of Golahat, Shakharpukur, P.O. - Sripally, P.S. & Dist. Burdwan, Pin - 713103; PAN: **AMZPS9150J**; whereas such power or authority to be executed by a registered Power of Attorney as required by the **DEVELOPER** to sign by the **OWNER** all such application as to be require for the purpose and in connection with the construct of the proposed building/s and to sell shops, offices, flats and car parking spaces with share in land.



NOT QUITE ENOUGH



**Additional District Sub-Registrar  
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SRADHYA CONSTRUCTION

Managing Partner

MANAGING PARTNER

SRADHYA CONSTRUCTION

Suchismita Samanta

MANAGING PARTNER

- 2.7 That except the OWNER no one else have any right title interest, claim or demand whatsoever or howsoever in respect of the said **First Schedule** mentioned premises or any portion thereof.
- 2.8 The OWNER shall pay all revenue and taxes to the competent authority till the transfer of the flat or space premises to the intending purchaser or transferee from the and in respect of the **OWNER'S ALLOCATION**.
- 2.9 The OWNER have absolute right and authority to enter into the agreement with the DEVELOPER in respect of their title in the said premises agreed to be developed.
- 2.10 That there is no arrear of taxes and / or other levies or impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.
- 2.12 That the said land is not a Debottor or Pirottor property.
- 2.13 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.14 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale of the said property as contemplated in these present.



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10 AUG 2018

*Pradeep Kumar*

SRADHYA CONSTRUCTION

*Manoj Kumar*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

2.15 The OWNER do not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1978 in respect of the said premises.

2.16 The OWNER hereby undertake to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, liens, claims, damages, encumbrances and mortgages or any Third Party Possessory Rights or any Third Party Claim in the said premises arising out of or due to the negligence or non compliance of any law, bye-laws rules and regulations of the Burdwan Municipality Le., Burdwan Municipal Authority or Government or local bodies including the Municipality as the case may be by the OWNER and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or breach of any of the said laws; bye-laws, rules and regulations or any accident in or relative to or concerning prior to execution of this Deed and the Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owner' allocation will be borne by the Owner or their nominee or nominees. Here it must be mentioned that the Owner will not be liable for any consideration received by the Developer from the

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*Prakash Kumar*

SRADHYA CONSTRUCTION

*Prakash Kumar*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

intending Purchaser/Purchasers regarding the Owner's and Developer's Allocation after the development of the said premises.

- 2.17 That during the continuance of this Agreement the OWNER shall not any way cause any impediment or obstruction whatsoever in the construction or development of complex and building in the said **First Schedule** mentioned Property and hereunder empower the DEVELOPER to take up the construction work of the new building as per sanctioned plan of Burdwan Municipality i.e., Burdwan Municipal Authority.
- 2.18 In case of failure to give open and clear possession in favour of the DEVELOPER by the OWNER and in that event if the DEVELOPER face any financial loss to that effect the OWNER will liable for all consequences.
- 2.19 The DEVELOPER will be free and will be eligible and entitled and will have all the right and/or all authorities and/or all privileges to give and/or to make and/or to use and/or to keep the credential of the firm and the units of said project (but not the land and it's title deeds) in all kind of mortgage and/or pledge and/or hypothecate and/or charge and/or concur in pledging and/or hypothecating and/or charging with, to or in favour of any Private Bank and/or Nationalize Bank or any other Financial Institutions and/or individual and/or body may it be a juristic or non-juristic entity and will have all and absolute and unfettered right and/or all and absolute and unfettered authority and/or all and absolute and unfettered privilege to execute and/or deliver any instruments and/or any deed of mortgage and/or charge and/or





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BURDWAN**

**10 AUG 2018**

*Omara Samanta*

SRADHYA CONSTRUCTION

*ANURUP BANERJEE*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

SRADHYA CONSTRUCTION

encumbrance, hypothecation and/or pawn and/or pledge and/or lien and/or trust receipt and/or to receive any consideration money and/or loan amount by executing as well as if necessary by registering deed and/or otherwise for such mortgage and/or charge and/or hypothecation and/or pawn and/or pledge and/or lien and/or the like and the Owner will initiate all endeavours and aid to make such mortgage and/or charge and/or convenient and/or hypothecation and/or pawn and/or pledge and/or lien and the OWNER will also sign, endorse and execute and will be duty bound to do and execute all such work for the purpose of obtaining the loan amount by the DEVELOPER in respect of and out of the aforesaid mortgage and/or charge and/or convenient and/or hypothecation and/or pawn and/or pledge and/or lien and will cooperate with the DEVELOPER.

**ARTICLE III - COMMENCEMENT:**

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

**ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION:**

4.1 The OWNER hereby grants exclusive right to the DEVELOPER to build upon and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER may choose by constructing a building thereon by way of the said construction is to be done according to the Burdwan Municipality i.e., Burdwan Municipal Authority by-laws, rules and regulations and not otherwise. The entire cost of construction

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*Suchismida Samanta*

SRADHYA CONSTRUCTION

*Suchismida Samanta*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismida Samanta*

MANAGING PARTNER

of the building or whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permission and approvals. The owner shall not be required to contribute any amount in that regard. Be it mentioned here that the DEVELOPER will have sole right and authority and shall be entitled to receive the price of the Lift, Transformers, Generators from the Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat Owner in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER and the DEVELOPER will have sole right and authority and shall be entitled to receive the price cum consideration amount of any excess work including the additional and excess work in the Flats from the intending Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the Intending Flat Owner in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER. The Owner shall not bear any cost and expenses of the price of the lift and transformer and their installations.

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4.2 The OWNER have approved/will approve and signed/will sign the said

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*Pranab Kumar*

SRADHYA CONSTRUCTION

*Now for Burdwan.*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Sasmanta*

MANAGING PARTNER

ARCHITECT'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality i.e., Burdwan Municipal Authority by the DEVELOPER in the name of the owner, and/or the same is/will be awaiting SANCTION/APPROVAL from the Burdwan Municipality i.e., Burdwan Municipal Authority, after obtaining clearances from all other statutory bodies.

- 4.3 In the event, the Burdwan Municipality i.e., Burdwan Municipal Authority or any statutory authority requires any modification of the plan/plans submitted by the OWNER either by himself or through his Power of Attorney Holder, the DEVELOPER shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect and the DEVELOPER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER shall bear all costs thereof for sanctioning the drawings/plans by the Burdwan Municipality i.e., Burdwan Municipal Authority and/or the other statutory authorities.
- 4.4 The OWNER hereby executed a Power of Attorney through this Deed only in favour of the DEVELOPER only for the purpose of sanction/corrections and/or amendment of the plan of the building at the said premises, and with sale right, including enter into agreement with the intending purchaser and received the earnest money as well as consideration amount in respect

*[Signature]*

2018/08/10



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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

*Aravind Kumar*

SRADHYA CONSTRUCTION

*Naveen R. N. Bhasin*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

of the allocation of the DEVELOPER.

- 4.5 All applications, plans and other papers including the ARCHITECTS DRAWINGS/DOCUMENTS referred to above shall be submitted by the DEVELOPER in the name of the OWNER of the said premises, but otherwise at the cost and expenses of the DEVELOPER only and the DEVELOPER shall pay and bear the EXPENSES for submission of Architects drawings/documents and other like fees, charges and expenses, required to be paid or deposited for SANCTION of the said project design and construction thereon provided always that the DEVELOPER shall be exclusively entitled to all REFUNDS of any and all payments and/or deposits and made by it in that account.
- 4.6 After getting free and vacant possession of the said premises, demolition of the existing building/structures on the said premises (which will be done by the DEVELOPER or at the cost of the DEVELOPER) and removal of the debris shall be the responsibility and at the cost of the DEVELOPER only, provided, however, that the debris, salvage and materials arising there from shall belong solely to the DEVELOPER and the OWNER by any and all means will be barred from the right to claim to the same.
- 4.7 That if at the time of the execution of this Deed of Agreement for Development the record of name of the property remains in the name of any other person except that of the OWNER then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to mutate the names in his name without any further delay and in this respect





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*Chandra Kumar*

SRADHYA CONSTRUCTION

*Manoj Kumar Bha. and.*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

the DEVELOPER will simply cooperate.

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

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

**ARTICLE V - TITLE DEEDS:**

5.1 Immediately after the execution of this agreement the OWNER shall hand over Original Title Deed to his representative residing in Burdwan and other papers and writings including the last paid up Municipality bills and the other Bills including Revenue Receipt issued by the Government of West Bengal through B.L.L.R.O relating to the said **First Schedule** mentioned premises of and/or for necessary searches and will make them available to the DEVELOPER for inspection and record.

5.2 The DEVELOPER shall be entitled for detailed inspection of the original title deeds. The OWNER shall strictly unconditionally keep the original Title Deeds

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Additional District Sub-Registrar  
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*Chandi Shankar*

SRADHYA CONSTRUCTION

*Narugopal Bhakat*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

deposited with the representative of him at Burdwan City or with the Advocate of the DEVELOPER to make such inspection convenient.

- 5.3 Subject to the provisions contained herein, the OWNER have and possess a marketable title to the said premises and the same is free from all encumbrances, charges, liens, lis-pendenses, attachments, trusts whatsoever or howsoever as mentioned above.
- 5.4 The deed of conveyance or deeds of conveyance shall be executed by the OWNER and/or the DEVELOPER as the case may be in such part or parts as the DEVELOPER shall require. The cost and expenses involved for construction shall be borne and paid by the DEVELOPER alone.

**ARTICLE VI - EXECUTION OF THE PROJECT:**

- 6.1 As per the plan which will be sanctioned by the Burdwan Municipality i.e., Burdwan Municipal Authority and the OWNER by himself or through his constituted Power of Attorney holder namely "SRADHYA CONSTRUCTION", (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin - 713103; having PAN: ADGFS4179R; being represented by its Managing Partners namely 1) MR. NARUGOPAL BHAKAT, S/o Late Chandi Shankar Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, Pin - 713103; PAN: ADGPB5297F; and 2) MRS. SUCHISMITA SAMANTA, W/o Mr. Taraknath Samanta, by faith- Hindu, by



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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**



*Sneha Sarmata*

SRADHYA CONSTRUCTION

*Narayan Kumar Sarmata*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Sneha Sarmata*

MANAGING PARTNER

profession - Business, resident of Golahat, Shakhuripukur, P.O. - Sripally, P.S. & Dist. Burdwan, Pin - 713103; PAN: AMZPS9150J, having obtained all necessary permission, approvals and sanctions, the DEVELOPER will *ipso-facto* get the privilege to commence construction in respect of the portion of the premises in the possession of the OWNER. The construction will be in accordance with the Burdwan Municipality i.e., Burdwan Municipal Authority sanctioned plan. The OWNER shall allow the DEVELOPER to enter and stay in the premises only for the purposes of construction and allied activities during the continuation of this agreement and until such time till the proposed building is completed in all and every respect. During such period the OWNER shall not prevent the DEVELOPER of the said premises from constructing the building in accordance with the plans sanctioned by the Burdwan Municipality i.e., Burdwan Municipal Authority.

6.2 In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNER and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNER to carry out the construction of the proposed building which is to be completed within 72 Months after the obtaining of the sanctioned plan from the Burdwan Municipality i.e., Burdwan Municipal Authority unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including *VIS MAJOR / FORCE MAJEURE* such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to

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**Additional District Sub-Registrar  
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**10 AUG 2018**

*Chandrasekhar*

SRADHYA CONSTRUCTION

*Pranav P. S. Bhat*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

procedural delays and subject to force majeure, save and except that the DEVELOPER shall not be entitled to create any possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER shall be entitled to use the said property for any other purposes other than the purpose of construction of the building in accordance with the sanctioned plan, if such usage of the said property is collaterally or parallelly connected with the said construction work.

- 6.3 The OWNER will not resume to be in possession over the said First Schedule mentioned property ever even after the completion of the project. The OWNER or any of their agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during construction period and afterwards and will not hamper or cause impediment to the construction work during the subsistence of the Agreement and the DEVELOPER will enjoy the right of absolute possession over the SAID PROPERTY.
- 6.4 That if the DEVELOPER fails to carry out the project within the aforesaid time-frame and if the DEVELOPER fails to construct the proposed building within the stipulated time, then from that point of time and from that very moment only this agreement would be considered to have been terminated and frustrated and the OWNER will take possession over the constructed building irrespective of allocated share and the DEVELOPER will be bound to vacate the premises without any objection and by no means the DEVELOPER

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Additional District Sub-Registrar  
BURDWAN

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*Pradeep Kumar*

SRADHYA CONSTRUCTION

*Manoj Kumar Bhunia*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Snehismita Samanta*

MANAGING PARTNER

will have any right, title and interest to claim or by no means ask such consideration and/or any reimbursement for the above said construction and if any claim is made then such claim will be invalid and negligible even in the eyes of law.

**ARTICLE VII - SPACE ALLOCATION**

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



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REPLY TO CORRESPONDENCE

10/08/2018



(Signature)

**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

*Pradeep Datta*

SRADHYA CONSTRUCTION

*Nancy Rana Bhandari*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

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

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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

*Chander Prakash*

SRADHYA CONSTRUCTION

*Manoj Kumar Sharma*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samantla*

MANAGING PARTNER

Offices, Residential Flats and Parking Spaces and he will take the total consideration amount Rs. 5,21,00,000/- (Rupees Five Crore Twenty One Lakh Only) in lieu of his aforesaid 50% share and in lieu of the said allocation of the Owner, the Owner hereby grant exclusive and absolute right to the Developer to sale out the said allocated portion of 50% by the Developer as the Power of Attorney Holder of the Owner and the OWNER also grants all right, title and interest in favour of the DEVELOPER to receive and collect the consideration amount against the aforesaid 50% share of OWNER from purchaser and the OWNER also grant all right, title and interest in favour of the DEVELOPER to keep and retain the aforesaid sale proceeds and the consideration amount against the aforesaid 50% share of OWNER in order to make adjustment in respect of the aforesaid consideration money amounting Rs. 5,21,00,000/- (Rupees Five Crore Twenty One Lakh Only) and the OWNER hereby grant exclusive and absolute right to the Developer to sale out the said allocated portion of 50% of his by the Developer in favour of the prospective purchasers along with the Allocation of the Developer and the DEVELOPER will take and retain the entire consideration amount from the Purchasers to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNER and the OWNER will directly not sale the said Shop/Office/Unit/Flat/Parking Space or will not directly do any documentation or will not execute any document and agreement for Sale and all such work will be done by his Power of Attorney Holder being the

*Chander Prakash*



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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**



*Chandra Kant*

SRADHYA CONSTRUCTION

*Praveen Kumar Sharma*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

Representative cum Managing Partners of the Developer Firm on his behalf and the OWNER will take the Monetary Consideration in lieu of his shares from the Developer Firm but not directly from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank but all such payment are to be taken by the DEVELOPER and the said consideration money against the allocated share of the owner which is described in this Development Agreement, will either be paid directly or will be deposited in the Bank Account of the OWNER as per his share and the DEVELOPER as the duly constituted Power of Attorney and Authorized Agent(s) of the OWNER will deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank and will receive the Money/Consideration Amount from all such persons or institutions and will retain the said money for making the adjustment of the consideration sum forwarded to the OWNER and to make adjustment in regard to the cost of construction.

- 7.7 The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion i.e., compulsory 50% share of the DEVELOPER along with the 50% share of the owner which means the DEVELOPER's absolute right is 100% share of the Entire total constructed portion of the proposed building/buildings being the Multi-Storeyed Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to raise construction of the Multi-

Additional District Sub-Registrar



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**Additional District Sub-Registrar**  
**BURDWAN**

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*Suchismita Samanta*

SRADHYA CONSTRUCTION

*Manjiv Bhanu*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and to utilize the land for the process of construction of the Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is regarded as part and parcel of the said project, within the said premises as per their respective share over the entire **First Schedule** mentioned property including Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors and since the DEVELOPER is in agreement with the OWNER to pay Rs. 5,21,00,000/- (Rupees Five Crore Twenty One Lakhs Only), the DEVELOPER will also have the all right, title and interest in regard to the Authority and Power given by the OWNER in favour of the DEVELOPER to transfer, convey and sale the portion defined in the OWNER'S ALLOCATION i.e., the DEVELOPER will have exclusive right to enjoy the entire proposed Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its and of the owner also i.e., all the Shops, Offices, Flats and Parking Spaces in the said proposed Multi-Storied Residential cum Commercial Building(s) comprised with Shops, Offices, Residential Flats and Parking Spaces and the DEVELOPER may let out, sale out, convey, transfer or

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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**



*Pradeep Kumar*

SRADHYA CONSTRUCTION

*Pradeep Kumar*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

any type of settlement in regard and respect to any Shop, Office, Flat or Residential Unit and/or Car Parking Space/Garage with the third parties to the extent of 100% Space of the total constructed area of the all floors as stated in the aforesaid **Clause No. 1.7** of this indenture and the OWNER will have no right over the said floors and he by any or/and all means and also is debarred from claiming any right, title and interest in the near and remote future and since the DEVELOPER is in agreement with the OWNER to pay Rs. 5,21,00,000/- (Rupees Five Crore Twenty One Lakhs Only), the DEVELOPER will also have the all right, title and interest in regard to the Authority and Power given by the OWNER in favour of the DEVELOPER to transfer, convey and sale the portion defined in the OWNER'S ALLOCATION i.e., the DEVELOPER will have exclusive right to enjoy the entire 100% allocation of Proposed multistoried Residential cum Commercial Building and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its and of the OWNER.

- 7.8 Both the OWNER and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.
- 7.9 In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna etc. In other wards the entire roof right will be devolved upon the DEVELOPER solely and the Ground floor and the Under-Ground Floor Right and Allocation will be devolved upon the DEVELOPER solely.

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REGISTERED COMPANY

INCORPORATED IN INDIA

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Additional District Sub-Registrar  
BURDWAN

10 AUG 2018

*Suchismita Samanta*

SRADHYA CONSTRUCTION

*Manoj Kumar Bhandari*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

**7.10** That the DEVELOPER shall alone have the right to allocate flats and parking spaces to the intending purchasers in the proposed project and the OWNER shall have no right whatsoever to enter into any agreement personally with the intending purchasers for sale of any of the offices, shops, flats or parking spaces to be constructed by the DEVELOPER over the land owned by the First Part (OWNER) and the DEVELOPER will have the right to construct further floors in the said proposed building in future if the DEVELOPER obtains further Municipality Plan to construct more floors and in that event the Owner will have no right to appoint any new Developer except this existing DEVELOPER or will have no right to raise any objection and moreover will not be entitled to get any excess share or consideration money for the said propose and proximate construction in the said proposed new constructed Floor and in that scenario and in that event the DEVELOPER alone will enjoy with all rights in respect of the said Floor constructed as per the Municipality Sanctioned Plan.

**ARTICLE VIII - COMMON FACILITIES:**

**8.1** As soon as the building is completed, the DEVELOPER shall be entitled to obtain and get Completion Certificate from the Municipality and also the DEVELOPER shall be entitled to obtain and get "Full Satisfaction Certificate" from the OWNER and the DEVELOPER shall give written notice cum Completion Certificate to the Purchasers requiring them to take possession of their units in the building and as from date of service of such notice or

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**10 AUG 2018**

*Chandra Kumar*

SRADHYA CONSTRUCTION

*Manoj Kumar Sharma*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchi Smida Samanta*

MANAGING PARTNER

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

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

**8.3** As and from the date of receipt the completion certificate, the Purchaser of the Unit shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the flat owner's allocation or other entity/person specified hereinafter service charges for the common facilities in the building payable, and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for electrical and mechanical equipment, switchgear, transformers, generators, pump motor



Additional District Sub-Registrar

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BURDWAN**

**10 AUG 2018**



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MANAGING PARTNER

SRADHYA CONSTRUCTION

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MANAGING PARTNER

and other electrical and mechanical installations, appliances and equipments, stairways corridors, halls, passage ways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the entire building(s) or any part thereof the DEVELOPER shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.

**ARTICLE IX - CONSIDERATION**

- 9.1 That the OWNER is entitled to receive earnest consideration against and in lieu of the "OWNER'S ALLOCATION" as defined in Clause 1.6 of this agreement from the DEVELOPER and will not have any right, title and interest in respect of his share of 50% in the proposed building due to his receipt of the said consideration money. The OWNER shall not retain his undivided proportionate share or interest share or interest in his land of the said First Schedule mentioned property.
- 9.2 In consideration of the DEVELOPER agreeing to build and complete in all respect the OWNER'S ALLOCATION to the building at the said premises and since the OWNER hereby entitled to get the consideration amount specifically detailed in the Second Schedule, the OWNER hereby grants exclusive and absolute right to the Developer to sale out the said allocated portion of 50% of his by the Developer as the Power of Attorney Holder of the Owner and the

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SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

OWNER also grants all right, title and interest in favour of the DEVELOPER to receive and collect the consideration amount against the aforesaid 50% share of OWNER and the OWNER also grants all right, title and interest in favour of the DEVELOPER to keep and retain the aforesaid sale proceeds and the consideration amount against the aforesaid 50% share of OWNER in order to make reimbursement and adjustment in respect of the aforesaid consideration money amounting Rs. 5,21,00,000/- (Rupees Five Crore Twenty One Lakh Only) and the OWNER hereby grant exclusive and absolute right to the Developer to sale out the said allocated portion of 50% by the Developer in favour of the prospective purchasers along with the Allocation of the Developer and will simply take the share in the consideration amount as described in this Agreement to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNER and the DEVELOPER by all virtue, in any and all consequence will be entitled to get, receive, keep and retain that said consideration amount from the purchasers without any prejudice and the amount of total consideration amount as specified in the **Second Schedule** is the fully and finally determined amount against the Allocation of the OWNER and the said amount shall be considered as the "CONSIDERATION MONEY" against the Allocation of the OWNER and also the Undivided Share of the OWNER in the property which is specifically mentioned in the FIRST SCHEDULE below and the OWNER will not claim any constructed area and/or any further

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*Manoj Kumar Bhanu*

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SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

consideration money from the DEVELOPER in regard to this Agreement and this Project and if any claim is made, then such shall be invalid and unenforceable and non-operative and will have no legal standpoint in the eyes of Law and the Competent Court of Law.

- 9.3 That OWNER will be entitled to get a total sum **Rs. 5,21,00,000/- (Rupees Five Crore Twenty One Lakh Only)** [The payment system is specifically detailed in the Second Schedule of this Agreement] as the Earnest Consideration Amount of the Project which will be duly reimbursed and adjusted in favour of the DEVELOPER for realization of the said amount at the time of Booking and Selling/Transferring/Conveying of the Commercial Units/Flats/Offices and Residential Units/Flats and Parking Spaces and also Selling Out of Shops, Offices, Flats in respect of the allocated proportion of share of the OWNER as per this Deed which is detailed in the Clause No. 1.6 of this Agreement along with the allocated proportion of share of the DEVELOPER as per this which is detailed in the Clause No. 1.7 of this Agreement and the said amount of **Rs. 5,21,00,000/- (Rupees Five Crore Twenty One Lakh Only)** shall be considered as the "CONSIDERATION MONEY" against the Allocation of the OWNER and also the Undivided Share of the OWNER in the property which is specifically mentioned in the FIRST SCHEDULE below and the OWNER will not claim any constructed area and/or any further consideration money from the DEVELOPER in regard to this Agreement and this Project and if any claim is made, then such shall be





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*Prachi R. v. Bhanu*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

invalid and unenforceable and non-operative and will have no legal standpoint in the eyes of Law and the Competent Court of Law.

- 9.4 That in respect of the Total Constructed Portion of the Building/s, the DEVELOPER shall receive the earnest money and full and final consideration money from the intending purchasers as per the agreed upon consideration amount and schedule of payment, payable by the intending purchasers and that will be used for reimbursement for the aforesaid "CONSIDERATION MONEY" payable to the OWNER and will be adjusted after receiving advance from the intending purchasers against each Shop, Office, Flat and/or Car Parking Space at the time of execution of Agreement of Sale and the same will/may also be adjusted from the consideration amount of the Shop/Office/Commercial Units and Flat/Residential Units and/or Garage/Car Parking Space at the time of Execution of the Deed of Conveyance/Sale/Transfer.
- 9.5 That if the DEVELOPER fails to comply the Payment Schedule as enumerated in the SECOND SCHEDULE of this Deed which they are bound to pay as per this Agreement, then the DEVELOPER will pay a non-refundable and non-adjustable amount of Rs. 50,000/- (Rupees Fifty Thousand Only) per 7 Days or per Week to the OWNER for 1 (One) Month after which, if the DEVELOPER still fails to comply the Payment Schedule as enumerated in the SECOND SCHEDULE of this Deed which they are bound to pay as per this Agreement, then in that event this entire agreement will unconditionally be terminated



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**Additional District Sub-Registrar  
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*Manoj Kumar*

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SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

and frustrated and the OWNER will take possession over the constructed building irrespective of allocated share and the DEVELOPER will be bound to vacate the premises without any objection within 7 (Seven) Days and the OWNER will take possession in the said property within 7 (Seven) Days from the day of the such vacating of the premises by the DEVELOPER and moreover in such event the OWNER will keep and forfeit and retain the entire consideration amount paid by the DEVELOPER in favour of the OWNER in pursuance of this Agreement till the date of such termination cum frustration and will not make any adjustment or repay the said amount to the DEVELOPER and by no means the DEVELOPER will have any right, title and interest to claim or ask such consideration and if any claim is made then such claim will be invalid non-maintainable and negligible even in the eyes of law and any civil court and any criminal court as well as any other statutory forum viz. Consumer forum, tribunal, arbitration tribunal and/or arbitrator etc will have no jurisdiction to try any suit and/or case and/or dispute in this matter and for such the Developer hereby waive its all right to bring any legal action in any court (civil and/or criminal) and/or in forum against the Owner for such non-refund as well as for the taking possession of the First Schedule mentioned premises.

**ARTICLE X - TIME FOR COMPLETION:**

- 10.1** The building shall be completed within 72 Months from the date of obtaining the sanctioned plan from the Burdwan Municipality i.e., Burdwan Municipal





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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**



*Pradeep Kumar*

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*Manoj Ramesh Babu*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

Authority unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure.

**ARTICLE XI - MISCELLANEOUS:**

- 11.1** The OWNER and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or constructed as a joint venture between the OWNER and the DEVELOPER nor shall the OWNER and the DEVELOPER in any manner constitute an association of persons.
- 11.2** The DEVELOPER shall be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm or LLP provided that the both the present Managing Partner of the DEVELOPER Firm must be the director of the said proposed Private Limited Company or must be the Partner of the proposed Partnership Firm or LLP and in that event this agreement would be considered to have been executed between the OWNER and the said Private Limited Company or the Partnership Firm or LLP, and the terms and conditions contained herein shall be applicable to the said assignee.
- 11.3** All dealings to be made by the DEVELOPER in respect or the construction of the buildings and development of the complex along with obtaining Bank Loan from any Financial Institution and/or any Bank as well as for Booking and executing Agreement for Sale and also Sale Deed of Flats and Car Parking

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*Nancy Rajan Bhattarai*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Sushismita Samanta*

MANAGING PARTNER

Space and moreover the receiving of earnest consideration amount, advance money etc for sale proceedings from the intending purchaser/customer to be taken and obtained by the DEVELOPER itself and in certain cases with legal necessity it may be made in the name of the OWNER but any such dealings shall not create or foster in any manner any financial, civil and/or criminal liability of the OWNER and the OWNER will not be liable in any case or circumstance in respect of the said project to any Third Party including the Purchaser/Customers and also any Financial Institution and/or any Bank.

- 11.4** The DEVELOPER shall be entitled to enter into separate contract or agreements in its name with building contractor, architects and others for carrying out the development at the risk and costs of THE DEVELOPER.
- 11.5** **FORCE MAJEURE** shall mean riot, war, tempest, civil commotion strike or any other act or commission beyond the control of the party affected thereby.
- 11.6** The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a **FORCE MAJEURE** with a view that obligation of the party affected by the **FORCE MAJEURE** shall be suspended for the duration of the **FORCE MAJEURE**.
- 11.7** It is understood that from time to time to enable the construction of the building by the developer, various deeds, matters and things not herein specifically referred to may be required to be done by the DEVELOPER for which the DEVELOPER may required the authority of the OWNER and various



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**Additional District Sub-Registrar  
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**10 AUG 2018**

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*Suchismita Samanta*

MANAGING PARTNER

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

- 11.8 The DEVELOPER shall frame the rules and regulations regarding the user and rendition of common services and also the common restrictions, which have to be normally kept in the same and transfer of the ownership flats/offices/shops/parking spaces.
- 11.9 The OWNER and DEVELOPER hereby agree to abide by all the rules and regulations of such management Society/Association/holding organization and hereby give their its consent to abide by the same.
- 11.10 Any notice required to be given by the DEVELOPER shall be without prejudice to any other mode of service available be deemed to have been served on the OWNER if delivered by hand or sent by prepaid registered post.
- 11.11 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the OWNER or the said premises or any part thereof to the DEVELOPER or creating any right, title or interest in respect thereof in





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**10 AUG 2018**



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favour of the DEVELOPER other than exclusive license to the DEVELOPER to commercially exploit the same in terms thereof.

- 11.12** As and from the date of receipt of the completion certificate or the building the DEVELOPER and/or its transferees shall be liable to pay and bear proportionate charges on account of all other taxes payable in respect of their respective spaces.
- 11.13** The DEVELOPER shall install any equipment or/and erect and maintain in the said premises at his own cost all facilities required for execution of the project.
- 11.14** The OWNER shall pay and bear all property taxes and other dues and outgoings in respect of the said premises accruing and due as and till the date of handing over possession of the premises (for the commencement of work at the said premises) to the DEVELOPER by the OWNER.
- 11.15** That if the DEVELOPER fails to complete the project within the stipulated time and within the specified period and within the ambit of the terms and conditions of this Agreement then in that event this entire agreement will unconditionally be terminated and frustrated and the OWNER will take possession over the constructed building irrespective of allocated share and the DEVELOPER will be bound to vacate the premises without any objection within 7 (Seven) Days and the OWNER will take possession in the said property within 7 (Seven) Days from the day of the such vacating of the premises by the DEVELOPER and moreover in such event the OWNER will



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10 AUG 2018

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*Suchismita Samanta*

MANAGING PARTNER

keep and forfeit and retain the entire consideration amount paid by the DEVELOPER in favour of the OWNER in pursuance of this Agreement till the date of such termination cum frustration and will not make any adjustment or repay the said amount to the DEVELOPER and by no means the DEVELOPER will have any right, title and interest to claim or ask such consideration and if any claim is made then such claim will be invalid non-maintainable and negligible even in the eyes of law and any civil court and any criminal court as well as any other statutory forum viz. Consumer forum, tribunal, arbitration tribunal and/or arbitrator etc will have no jurisdiction to try any suit and/or case and/or dispute in this matter and for such the Developer hereby waive its all right to bring any legal action in any court (civil and/or criminal) and/or in forum against the Owner for such non-refund as well as for the taking possession of the First Schedule mentioned premises.

**ARTICLE XII - POWER OF ATTORNEY:**

**12.1** In respect of the Allocation of the Developer, i.e., the Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of its allocated Share of 50% in respect of the multi-storied building on and over the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVELOPER; to enter into an agreement for sale on behalf of the Executant/Executor of this Power of Attorney being the Owner and execute

For District Sub-Registrar

For District Sub-Registrar



Additional District Sub-Registrar  
BURDWAN

10 AUG 2018



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*Nandini Banerjee*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same & shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to execute the sale deed in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ executant and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer in respect of its allocation and remaining amount of the said consideration amount of the remaining shops and offices and flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER.

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MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

*Suchismita Samanta*

incurred and made as per the terms and conditions of this Agreement, to deliver the possession in favour of the buyer in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property.

**12.2** In pursuance of this Agreement since one Power of Attorney for Development and also for selling the Offices and Shops and Flats and Parking Spaces on behalf of the Owner is required, hence for the said reason the OWNER hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER may smoothly and uninterruptedly carry on and continue its works but be it mentioned here that the DEVELOPER is not entitled to sale any unit absolutely unless and until the DEVELOPER entirely pay the Consideration Amount as specified in **Article. IX** and the **SECOND SCHEDULE** of the Agreement in favour of the OWNER and only after full and final payment of the entire consideration amount as specified in this agreement, the DEVELOPER will be able to absolutely transfer and sale the residential and commercial units and parking spaces in favour of the Purchaser and execute all required Deed which are necessary for that purpose as the Power of Attorney Holder of the present OWNER. Hence the Power of Attorney for Development Purpose, for Selling Purpose as well for other associated and ancillary Purpose is being executed on the following effects;

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Suchismita Samanta

MANAGING PARTNER

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNER, MR. ANANDO SAMANTA, S/o Late Ranjit Samanta, by Nationality -Indian, by faith- Hindu, by profession - Business, resident of C/o Laxmi Roy, House No. 312, Hazra Math, P.O. Sripally, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; PAN. AIEPS1212Q: SEND GREETINGS:-

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

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

AND WHEREAS in connection to such proposal, Executant/Executor of this Power of Attorney being the Owner hereby execute this Development Agreement being this Indenture in favour of the Developer only for Development and Construction of the said project over the **First Schedule** mentioned land and in the said Agreement the Executant/Executor of this Power of Attorney being the Owner



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Additional District Sub-Registrar  
BURDWAN

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*Chanda Samanta*

SRADHYA CONSTRUCTION

*Narugopal Bhakat*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

have already confirmed that for purpose of the said Agreement, one Registered Power of Attorney will be executed in favour of the Developer, i.e., the Holder of this Power of Attorney and for the same purpose Executant/Executor of this Power of Attorney being the Owner are hereby executing this Power of Attorney.

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

**AND WHEREAS** due to the physical ailments and other businesses Executant/Executor of this Power of Attorney being the Owner frequently reside out of the town which clearly disables the Executant/Executor of this Power of Attorney being the Owner from appending his signature to various deeds, documents, consents and other instruments therefore Executant/Executor of this Power of Attorney being the Owner appoint the DEVELOPER namely "**SRADHYA CONSTRUCTION**", (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at Jhalapibagan, P.O. Sripally, City & P.S. Bardhaman, Dist. Purba Bardhaman, Pin - 713103; having PAN: ADGFS4179R; being represented by its Managing Partners namely 1) **MR. NARUGOPAL BHAKAT**, S/o Late Chandi Shankar Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; PAN: ADGPBS297F; and 2) **MRS. SUCHISMITA SAMANTA**, W/o Mr. Taraknath Samanta, by faith- Hindu, by profession - Business, resident of

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2018/08/10



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Additional District Sub-Regional  
**BURDWAN**

17 0 AUG 2018



SRADHYA CONSTRUCTION



MANAGING PARTNER

SRADHYA CONSTRUCTION



MANAGING PARTNER

Gulahat, Shakharpukur, P.O. - Sripally, P.S. & Dist. Burdwan, Pin - 713103; PAN: **AMZPS9150J**; as the attorney or agent of the Executant / Executor of this Power of Attorney being the Owner with full power to construct proposed new building/apartments by developing the same in the First Schedule mentioned land and thereafter stated on the behalf of the Executant/Executor of this Power of Attorney being the Owner and in the names of the Executant/Executor of this Power of Attorney being the Owner and which the said attorney have agreed to do and the same hereby been executed in regard to the terms to which Executant/Executor of this Power of Attorney being the Owner agreed upon as per the Agreement for Development.

**NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTANT / EXECUTOR OF THIS POWER OF ATTORNEY BEING THE OWNER NAMELY: MR. ANANDO SAMONTA, S/o Late Ranjit Samunta, by Nationality -Indian, by faith- Hindu, by profession - Business, resident of C/o Laxmi Roy, House No. 312, Hazra Math, P.O. Sripally, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; PAN: AIEPS1212Q; do hereby nominate constitute and appoint "SRADHYA CONSTRUCTION", (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin - 713103; having PAN: ADGFS4179R; being represented by its Managing Partners namely 1) MR. NARUGOPAL BHAKAT, S/o Late Chand Shankar Bhakat, by faith- Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba**



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Additional District Sub-Registrar,  
BURDWAN

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SRADHYA CONSTRUCTION

Anand Kumar Bhanu

MANAGING PARTNER

SRADHYA CONSTRUCTION

Suchismita Samanta

MANAGING PARTNER

*Bardhaman, Pin - 713103; PAN: ADGPB5297F; and 2) MRS. SUCHISMITA SAMANTA, W/o Mr. Taraknath Samanta, by faith- Hindu, by profession - Business, resident of Galahat, Shukharipukur, P.O. - Sripally, P.S. & Dist. Burdwan, Pin - 713103; PAN: AMZPS9150J; to be his true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on behalf of him and in his name viz.*

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



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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2016**

*Chase Law*

SRADHYA CONSTRUCTION

*Manoj Kumar Sharma*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

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



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Additional District Sub-Registrar  
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SRADHYA CONSTRUCTION



MANAGING PARTNER

SRADHYA CONSTRUCTION



MANAGING PARTNER

6. To present the Executant/Executor of this Power of Attorney being the Owner if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on behalf of the Executant/Executor of this Power of Attorney being the Owner for the purpose of conducting the litigations, if any, as the said attorney of the Executant/Executor of this Power of Attorney being the Owner shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent as the case may be.
7. To sign verify and affirm by affidavit, if the occasion so arises, of all plaints written statements, petitions, Memorandum of Appeal, Stay Applications and all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defence of such litigation of the said immovable property specifically mentioned in the **First Schedule** hereinafter.
8. For the aforesaid purpose or any of them to do everything which is generally required to be done in connection with the signing or execution of any of the abovementioned documents usually to be done by the Executant/Executor of this Power of Attorney being the Owner and to sign generally on behalf of any in our name including the approval of the said document or documents. Purchaser of flats may required if necessary and





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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2016**

*Prakash Dandekar*

SRADHYA CONSTRUCTION

*Managing Partner*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

for that purpose the said attorney of the Executant/Executor of this Power of Attorney being the Owner is hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Joint- Registrar or Deeds and Assurances or any other registering authority officer or officers as occasioned shall or may require.

9. To ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executant/Executor of this Power of Attorney being the Owner shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executant/Executor of this Power of Attorney being the Owner further agree and undertake that all the signatures executed by them on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executant/Executor of this Power of Attorney being the Owner or any other instrument requiring our signature in connection with and all acts, deeds and things in connection therewith and lawfully done by the said attorney of the Executant/Executor of this Power of Attorney being the Owner shall be construed as being signed and/or executed by the Executant/Executor of this Power of Attorney being the Owner and/or done by themselves.
10. To execute and effect all repairs, alterations, constructions major or minor, that may be deemed necessary for the purpose of maintenance of the property mentioned above and to engage labours, contractors, job-men,

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Additional District Sub-Registrar  
BURDWAN

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SRADHYA CONSTRUCTION

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MANAGING PARTNER

SRADHYA CONSTRUCTION

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MANAGING PARTNER

technicians and engineers for such purpose and to enter into contracts for the same in the name of the Executant/Executor of this Power of Attorney being the Owner.

11. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.
13. To prepare building plan, design work and to put signature on behalf of the Executant/Executor of this Power of Attorney being the Owner as the lawful attorney of the Executant/Executor of this Power of Attorney being the Owner in the building plan drawings and other allied necessary papers and apply for the sanction of building plan and deposit all fees to the concerned authority in the name of the Executant/Executor of this Power of Attorney being the Owner and on behalf of the Executant/Executor of this Power of Attorney being the Owner in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in the modified plan all papers, documents, affidavits declaration & register boundary declaration, splayed corner, and strip of

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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**





SRADHYA CONSTRUCTION

Nare R. in Bhandari

MANAGING PARTNER

SRADHYA CONSTRUCTION

Suchismita Samanta

MANAGING PARTNER

land relating thereto and receive the same from the said Burdwan Municipality or any other competent authority against acknowledgement receipt on behalf of the Executant/Executor of this Power of Attorney being the Owner as the lawful attorney of the Executant/Executor of this Power of Attorney being the Owner.

14. To appear for and on behalf of the Executant/Executor of this Power of Attorney being the Owner in office of the WBSEDCL, West Bengal Electricity Supply, Burdwan Municipality or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.
15. To sign, execute and verify and file all plaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the Executant/Executor of this Power of Attorney being the Owner. And the Executant/Executor of this Power of Attorney being the Owner do hereby ratify, agree and undertake to ratify and



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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

*Chandana*

SRADHYA CONSTRUCTION

*Manoj Kumar Bhowmik*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

conform all acts deeds the attorney of the Executant/Executor of this Power of Attorney being the Owner shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.

16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.
17. To appoint an architect and to get the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities concerned in respect of the proposed building.
18. To make necessary applications and signed all papers, to appear before the Burdwan Municipality, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Burdwan Municipality and other authorities.
19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of Office and Shops and Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the sanctioned plans and according to specifications & other requirements of the Burdwan Municipality and for the purpose to





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Additional District Sub-Registrar  
BURDWAN

10 AUG 2018

*Anand Kumar*

SRADHYA CONSTRUCTION

*Anand Kumar*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.

20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
22. To pay any deposit and pay moneys required to be deposited with the Burdwan Municipality and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
23. To pay all the taxes to the concern authority relating to the said property until the completion of the building.
24. To file or defend any suit on behalf of the Executant/Executor of this Power of Attorney being the Owner regarding the **First Schedule** mentioned property and sign, verify plaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executant/Executor of this Power of Attorney being the Owner.





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Additional District Sub-Registrar  
**BURDWAN**

**10 AUG 2018**

*Prasad Kambh*

SRADHYA CONSTRUCTION

*Prasad R. Kambh*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suehismita Samant*

MANAGING PARTNER

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

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*Signature*

**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

*Praveen Kumar*

SRADHYA CONSTRUCTION

*Praveen Kumar*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

31. To negotiate for sale of the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount in respect of the Owner's and also the Developer's Allocation.
32. To negotiate for sale of the Shops and Offices and Flat(s)/Residential Unit(s) and Parking Space(s) in the multi-storeyed commercial and residential building inclusive of Shops/Offices/Commercial Units and Flats/Residential Units and Car Parking Spaces on **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount on behalf of the OWNER in respect of the Owner's Allocation as well as of the Developer's Allocation and to keep and retain the said amount to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNER.
33. To execute, sign and enter into an agreement for sale on behalf of the Executant/Executor of this Power of Attorney being the OWNER in respect of the Owner's Allocation as well as of the Developer's Allocation and execute the agreement for sale by receiving the advance amount in respect of the Owner's Allocation as well as of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Owner's Allocation as well as of the Developer's Allocation and to receive the consideration amount on behalf of the OWNER in respect of the Owner's Allocation as well as of the Developer's Allocation and to keep and retain the said





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**Additional District Sub-Registrar  
BURDWAN**

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*Chandrasekhar*

SRADHYA CONSTRUCTION

*Managing Partner*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samavita*

MANAGING PARTNER

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

34. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Owner's Allocation as well as of the Developer's Allocation and to receive consideration from them in respect of the Owner's Allocation as well as of the Developer's Allocation and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owner/Executant in respect of the Owner's Allocation as well as of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNER and to keep and retain the said amount to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNER.
35. To receive the entire amount of the consideration amount directly from the Purchaser(s) and/or from any Financial Institution and/or Bank and/or Investor (Individual or Juristic Entity) for selling of the flats and parking spaces from the all purchasers and to receive the consideration amount on behalf of the OWNER in respect of their allocation and to keep and retain the said amount to reimburse and to make adjustment by the Developer being the Power of Attorney holder in lieu of the expenses and



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**BURDWAN**

**10 AUG 2018**

*Chand Daniel*

SRADHYA CONSTRUCTION

*Manoj Kumar Bhandari*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

investment the DEVELOPER Firm incurred and made as per the terms and conditions of this Agreement

36. To Sign, Execute, Present and Register the Agreement for Sale Deed and/or also to Sign, Execute, Present and Register Sale Deed in favour of the prospective purchasers on behalf of the Executor of this Power of Attorney Deed i.e., the OWNER, in respect of the OWNER'S ALLOCATION and also DEVELOPER'S ALLOCATION in any Registration Office by representing the OWNER and by signing on their behalf and by admitting any document and deed on their behalf and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ executant and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNER and to keep and retain the said amount to reimburse and to make adjustment in respect of their expenses and the consideration amount advanced to the OWNER.
37. To deliver the possession in favour of the buyer on behalf of the Executant/Executor of this Power of Attorney being the Owner.
38. Generally to Act as the Attorney or Agent of the Executant/Executor of this Power of Attorney being the OWNER in relation to the matter aforesaid and all other matters in which the Executant/Executor of this Power of





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**Additional District Sub-Registrar  
BURDWAN**

**17 0 AUG 2018**

*Chandana*

SRADHYA CONSTRUCTION

*Manoj Kumar Bhandari*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

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

**ARTICLE XIII - ARBITRATION:**

13.1 In case of any dispute, difference or question arising between the parties with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement and touching the same in these presents or any term or condition herein contained and/or relating to interpretation hereof shall be referred to the Arbitration under the sole Arbitrator appointed on mutual consent by the parties and in absence the said mutual consent or uniform decision, the said Arbitrator will be appointed by the Hon'ble Court having jurisdiction on and over the said matter and the venue of the arbitration shall be at the Chamber/Office of the said Arbitrator at Burdwan having the jurisdiction at Burdwan and shall be proceeded and dealt in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time and the parties have agreed that the sole Arbitrator shall have summary powers and may make and publish interim orders and final orders and awards and/or non-speaking awards, whether interim or final. The Award/Awards made by the Arbitrator



W. NATHU

28/08/2018



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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

*Prasenjit Samanta*

SRADHYA CONSTRUCTION

*Manoj Kumar Bhowmik*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

shall be final and binding upon the parties hereof as agreed.

**ARTICLE XIV - JURISDICTION:**

**14.1** Burdwan Court alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

The Stamp Duty over the value assessed by A.D.S.R., Burdwan has been paid duly by the Party to the SECOND PART.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Property Details)**

**ALL THAT PIECE AND PARCEL OF THE LAND WITH STRUCTURE THEREON** appertaining to previously comprising in C.S. Khatian No. 16, R.S. Khatian No. 136 comprising in R.S. Plot No. 115 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 279 of "Bastu" Class of Land under the Sankharipukur Mouza, J.L. No. 38, total measuring 15 Decimals and C.S. Khatian No. 15, comprising in R.S. Plot No. 116 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 280 of "Bastu" Class of Land under the Sankharipukur Mouza, J.L. No. 38, total measuring 23 Decimals total measuring 38 Decimals situated within the jurisdiction of Burdwan Municipality of Ward No. 15 appertaining to previous Holding No. 63, subsequent Holding No. B4/3 and present Holding No. 146 of Sankharipukur Mahalla under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at

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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**

*Chandana*

SRADHYA CONSTRUCTION

*Manoj Kumar Bhandari*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

Burdwan with old 48 Years dilapidated structure thereon which is having total constructed area of **4000 Sq. Ft** comprising in 2 Different Floors including the Ground Floor and First Floor whereas the Ground Floor has **2000 Sq. Ft.** and First Floor has **2000 Sq. Ft.** of Covered Area and out of the said total area of Land measuring 0.38 Acres (a little more or less) or 38 Decimals (a little more or less) or 23.03 Kathas of Land (a more or less), the **TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT** is measuring **38 Decimals (A Little More or Less) i.e., 0.38 Acres (A Little More or Less) i.e., 23.03 Kathas (A Little More or Less)** with entire aforesaid old 48 Years storied structure thereon as detailed herein above.

**AND THE SAID PREMISES IS BUTTED AND BOUNDED BY.**

**On the North:** *25 Feet 6 Inches Wide Sadarghat Road,*

**On the South:** *Municipal Road and Part of R.S. Plot No. 119,*

*On the West:* *Parts of R.S. Plot Nos. 112 and 114,*

*On the East:* *12 Ft. wide Municipal Road and R.S. Plot No. 117.*

**TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT:-**  
**38 Decimals (A Little More or Less) i.e., 0.38 Acres (A Little More or Less) i.e.,**  
**23.03 Kathas (A Little More or Less).**

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Details of Payment System Consideration Amount)**

12/08/2018

12/08/2018

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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2018**





SRADHYA CONSTRUCTION



MANAGING PARTNER

SRADHYA CONSTRUCTION



MANAGING PARTNER

1. *Till the Day (10<sup>th</sup> August, 2018) of execution and registration of the Agreement for Development between Developer and the Owner:- Rs. 79,00,000/- (Rupees Seventy Nine Lakhs Only) through RTGS Payments Dated 09/08/2018 and 10/08/2018.*
2. *After the Execution and Registration of this Deed of Agreement for Development on the Day (10<sup>th</sup> August, 2018) but strictly within 20<sup>th</sup> August, 2018:- Rs. 21,00,000/- (Rupees Twenty One Lakhs Only) through RTGS Payment.*
3. *After the Execution and Registration of this Deed of Agreement for Development between Developer and the Owner and in the Month of November, 2018 but strictly within 30<sup>th</sup> November, 2018:- Rs. 20,00,000/- (Rupees Twenty Lakhs Only);*
4. *In the Month of February, 2019 but strictly within 28<sup>th</sup> February, 2019:- Rs. 20,00,000/- (Rupees Twenty Lakhs Only);*
5. *In the Month of May, 2019 but strictly within 31<sup>st</sup> May, 2019:- Rs. 20,00,000/- (Rupees Twenty Lakhs Only);*
6. *In the Month of August, 2019 but strictly within 31<sup>st</sup> August, 2019:- Rs. 80,00,000/- (Rupees Eighty Lakhs Only);*
7. *In the Month of November, 2019 but strictly within 30<sup>th</sup> November, 2019:- Rs. 80,00,000/- (Rupees Eighty Lakhs Only);*
8. *In the Month of February, 2020 but strictly within 28<sup>th</sup> February, 2020:- Rs. 1,00,00,000/- (Rupees One Crore Only);*





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Additional District Sub-Registrar  
**BURDWAN**

**10 AUG 2018**

*[Handwritten Signature]*

SRADHYA CONSTRUCTION

*[Handwritten Signature]*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*[Handwritten Signature]*

MANAGING PARTNER

9. In the Month of May, 2020 but strictly within 31<sup>st</sup> May, 2020:- Rs. 1,01,00,000/-  
**(Rupees One Crore One Lakh Only);**

**(Total Agreed Consideration Amount:- Rs. 5,21,00,000 /- (Rupees Five Crore  
Twenty One Lakhs only)**

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

**THE THIRD SCHEDULE ABOVE REFERRED TO**

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

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

**MAIN WALLS & PARTITION WALLS:-** 200 MM/250 MM Thick Cement Brick  
Work for Main Walls and 125 MM Thick and 75 MM  
Thick Cement brickwork (1:4) for Flat Separating Wall  
and Partition Walls inside the respectively,

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

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

*[Handwritten Signature]*

ADDITIONAL DISTRICT SUB-REGISTRAR

BURDWAN



C

Additional District Sub-Registrar  
**BURDWAN**

10 AUG 2018

*Pradeep*

SRADHYA CONSTRUCTION

*Pradeep*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

**PLASTERING:-**

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

**WOODWORK AND JOINERY:-**

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

**M. S. GRILL WORKS:-**

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

**PAINTING:-**

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

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





28/08/2018



C

Additional District Magistrate  
BURDWAN

10 AUG 2018

*Chand Kaur*

SRADHYA CONSTRUCTION

*Manoj Kumar Sharma*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

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

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

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

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

**Living Room cum Dining Space** Three light Points, Two Fan Point, One Plug Point, one Freeze point.

**Kitchen** One light Point, One Power Point, One Exhaust fan point.

**Exhaust Fan** points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.



10/08/2018

10/08/2018

9



District Registrar  
**BURDWAN**

**10 AUG 2018**



SRADHYA CONSTRUCTION

Managing Partner Bhawan

MANAGING PARTNER

SRADHYA CONSTRUCTION

Suchismita Samanta

MANAGING PARTNER

**WATER SUPPLY & DRAINAGE:-** One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

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

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

**KITCHEN SPACE:-** Each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

**OVER HEAD TANK:-** P.V.C.

***THE FOURTH SCHEDULE ABOVE REFEREED TO***  
**(Common Facilities and Common Parts)**

1. Entrance and Exits to the Premises.



2. 10/08/2018

2. 10/08/2018



2

**Additional District Sub-Engineer**  
**BURDWAN**

**10 AUG 2018**



*Chase Lamb*

SRADHYA CONSTRUCTION

*Navya Raju B.A.M.E.*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suchismita Samanta*

MANAGING PARTNER

2. Stair Cases,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floors of the New Building.
5. Passage for Entrance,
6. One Compulsory and Mandatory "Maa Kali Mandir" within the Premises,
7. Passage in between different blocks,
8. Pump (Deep Tube Well of adequate capacity to ensure round the clock),
9. Electric Meter & Electric Meter Space,
10. Common Room,
11. Electric/Utility room, Water Pump room, Generator Room (if any),
12. Septic Tanks,
13. Boundary Walls with Entrance Gate,
14. Underground water reservoirs (if any),
15. Overhead Water Tank,
16. Transformer and space (if any),
17. Lift/s (if any),
18. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
19. Lighting of the Common Portions.



C



Additional District Registrar  
**BURDWAN**

10 AUG 2016

*Chandrashekhar*

SRADHYA CONSTRUCTION

*Manoj Kumar*

MANAGING PARTNER

SRADHYA CONSTRUCTION

*Suehismita Samasra*

MANAGING PARTNER

20. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
21. Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
22. Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owner.

**IN WITNESSES WHEREOF**, the **OWNER**, the **DEVELOPER** and **WITNESSES** after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind on **10<sup>th</sup> of August, 2018**.

**Memo of Consideration cum Receipt**

The **OWNER** hereby doth admit and confirm about **RECEIPT** and **RECEIVING** of and from the within named **DEVELOPER** the sum of total **Rs. 79,00,000/- (Rupees Seventy Nine Lakhs Only)** which has been paid by the **DEVELOPER** on **9<sup>th</sup> August, 2018** and on **10<sup>th</sup> August, 2018** i.e., at the time of execution and registration of the Agreement for Development between Developer and the **OWNER** amounting **Rs. 79,00,000/- (Rupees Seventy Nine Lakhs Only)** through RTGS Payments vide Dated **09/08/2018** and **10/08/2018** and in respect of and out of the pre-settled amount.



DEPARTMENT

REGISTRATION



9

Additional District Sub-Registrar  
**BURDWAN**

10 AUG 2018

[This Deed is prepared on 1 (One) Stamp Paper, 77 (Seventy Seven) A4 Size Executive Bond Papers and 2 (Two) A4 Size Executive Bond Papers containing the Finger Prints and Photos of the Parties i.e., this Deed is prepared on and upon total 80 (Eighty) Pages].

**WITNESSES:-**

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

2. Wajant Kumar  
Kolebhagwan  
Burdwan.  
Rajbati  
713104



SIGNATURE OF THE OWNER

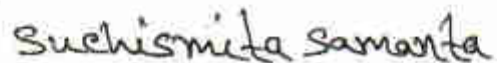
**SRADHYA CONSTRUCTION**

1. 

MANAGING PARTNER

**SRADHYA CONSTRUCTION**

2.



MANAGING PARTNER

Drafted by me & typed in my Office



**Rajdeep Goswami**

Advocate

Burdwan Dist. Judges Court

Enrollment No. F/1922/1694/2011

Computerized Typed by Me

SA. Sabir

Sh. Sabir

Nerodighi, Burdwan

**SEAL & SIGNATURES OF THE DEVELOPER**










10 AUG 2018

2



Additional District Sub-Registrar  
HUDWAM











10 AUG 2018

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*Aravind Kumar*

SIGNATURE *Aravind Kumar*

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*Navdeep Singh Bhatt*

**SRADHYA CONSTRUCTION**

SIGNATURE *Navdeep Singh Bhatt*

**MANAGING PARTNER**



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**Additional District Sub-Registrar  
BURDWAN**

**10 AUG 2010**

REGISTRATION DEPARTMENT

<b>Left Hand Impression</b>	<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Index</b>	<b>Thumb</b>
					
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*Suehismita samanta*

SIGNATURE

SRADHYA CONSTRUCTION

*Suehismita samanta*

MANAGING PARTNER

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Additional District Sub-Registrar  
BURDWAN

10 AUG 2018














Government of West Bengal

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

OFFICE OF THE A.D.S.R. BURDWAN, District Name : Burdwan










Signature / LTI Sheet of Query No/Year 02030001290045/2018

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	M. ANAND SAMONTA C/o Lakmi Roy, House No. 312, Hazra Math, P.O. - Sripally, P.S. - Bardhaman Sadar, Burdwan District - Burdwan West Bengal, India PIN - 713103	Land Lord			
2	MR NARU GOPAL BHAKAT Sadarghat, Puratan Bazar, P.O - Sripally, P.S - Bardhaman Sadar, Burdwan District - Burdwan West Bengal, India PIN - 713103	Represent ative of Developer [SRADHY A CONSTR UCTION]			
3	Mrs SUCHISMITA SAMANTA Gohat, Shakhanipura, P.O - Sripally, P.S - Bardhaman Sadar, Burdwan District - Burdwan West Bengal, India PIN - 713103	Represent ative of Developer [SRADHY A CONSTR UCTION]			

Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	Mr Abhijit Ghosh Son of Mr Ananta Ghosh Bhabanithekurlane, Mithapukur, P.O.- Rajbati, P.S.- Bardhaman Sadar, Burdwan, District-Burdwan, West Bengal, India. PIN - 713104	Mr ANANDO SAMONTA, Mr NARUGOPAL BHAKAT, Mrs SUCHISMITA SAMANTA	<i>Abhijit Ghosh</i>











(Kaushik Bhattacharya)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R.  
 BURDWAN  
 Burdwan, West Bengal

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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



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SIGNATURE *Handwritten signature in black ink.*  
*Sradhya Construction*  
*Managing Director*

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**Additional District Sub-Registrar  
RUDHWAN**

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<b>Right Hand Impression</b>	<b>Thumb</b>	<b>Index</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>
					



*Suchismita Samanta*

SIGNATURE

*Sradhya Construction*  
**suchismita samanta**  
*Managing Partner*



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9

Additional District Sud-Registrar  
BURDWAN

10 AUG 2018



### Major Information of the Deed

Deed No :	I-0203-00121/2019	Date of Registration	04/01/2019
Query No / Year	0203-0001290045/2018	Office where deed is registered	
Query Date	10/08/2018 10:59:07 AM	A.O.S.R. BURDWAN, District Burdwan	
Applicant Name, Address & Other Details	RAJDEEP GOSWAMI Burdwan, Thana: Bardhaman Sadar District Burdwan, WEST BENGAL, Mobile No. 9002354575, Status: Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney (Rs. 100/-), [4305] Other than Immovable Property, Declaration (No of Declaration : 1), [4311] Other than Immovable Property, Receipt (Rs. 79,00,000/-)		
Set Forth value	Market Value:		
	Rs. 3,88,57,122/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,061/- (Article:48(g))	Rs. 79,021/- (Article: E. E. E. B)		
Remarks:	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assessment slip (Urban area)		

### Land Details :

District: Burdwan, P.S:- Bardhaman, Municipality: BURDWAN, Road: Sadarghat Road, Mouza: Sankharipukur, Pin Code: 713103

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-27B	LR-3093	Bastu	Bastu	16 Dec		1,44,36,364/-	Width of Approach Road: 27 Ft., Adjacent to Mettal Road,
L2	LR-280	LR-3093	Bastu	Bastu	23 Dec		2,21,35,756/-	Width of Approach Road: 27 Ft., Adjacent to Mettal Road,
		<b>TOTAL :</b>			<b>38Dec</b>	<b>0/-</b>	<b>365,72,122 /-</b>	
		<b>Grand Total :</b>			<b>38Dec</b>	<b>0/-</b>	<b>365,72,122 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	4000 Sq Ft.	0/-	20,85,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 2000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 48 Years, Roof Type: Pucca, Extent of Completion: Complete				
	Floor No: 1, Area of floor : 2000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 48 Years, Roof Type: Pucca, Extent of Completion: Complete				
	<b>Total :</b>	<b>4000 sq ft</b>	<b>0/-</b>	<b>20,85,000 /-</b>	

Major information of the Deed :- I-0203-00121/2018-04/01/2019



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr ANANDO SAMONTA (Presentant )</b> Son of Late Rajjit Samonta C/o Lexmi Roy, House No: 312, Hazra Math, P.O.- Sripally, P.S.- Bardhaman Sadar, Burdwan, District-Burdwan, West Bengal, India, PIN - 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: AIEPS1212Q, Status: Individual, Executed by: Self, Date of Execution: 10/08/2018, Admitted by: Self, Date of Admission: 10/08/2018, Place: Pvt. Residence, Executed by: Self, Date of Execution: 10/08/2018, Admitted by: Self, Date of Admission: 10/08/2018, Place: Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SRADHYA CONSTRUCTION</b> Jhappagan, City, Bardhaman, P.O.- Sripally, P.S.- Bardhaman Sadar, Burdwan, District-Burdwan, West Bengal, India, PIN - 713103, PAN No.: ADGFS4179R, Status: Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr NARUGOPAL BHAKAT</b> Son of Late Chand Shankar Bhakat Sadarghat, Puratan Bazar, P.O.- Sripally, P.S.- Bardhaman Sadar, Burdwan, District-Burdwan, West Bengal, India, PIN - 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: ADGPB5297F, Status: Representative: Representative of SRADHYA CONSTRUCTION (as Managing Partner)
2	<b>Mrs SUCHISMITA SAMANTA</b> Wife of Mr Taraknath Samanta Gofahat, Shakhripukur, P.O.- Sripally, P.S.- Bardhaman Sadar, Burdwan, District-Burdwan, West Bengal, India, PIN - 713103, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: AMZPS9160J, Status: Representative: Representative of SRADHYA CONSTRUCTION (as Managing Partner)

**Identifier Details :**

Name & address	
Mr Abhijit Ghosh Son of Mr Ananta Ghosh Bhabanathakurane, Mithapukur, P.O.- Rajbat, P.S.- Bardhaman Sadar, Burdwan, District-Burdwan, West Bengal, India, PIN - 713104, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, Identifier Of Mr ANANDO SAMONTA, Mr NARUGOPAL BHAKAT, Mrs SUCHISMITA SAMANTA	

Major Information of the Deed :- I-0203-00121/2019-04/01/2019



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr ANANDO SAMONTA	SRADHYA CONSTRUCTION-15 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr ANANDO SAMONTA	SRADHYA CONSTRUCTION-23 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr ANANDO SAMONTA	SRADHYA CONSTRUCTION-4000.00000000 Sq Ft

## Land Details as per Land Record

District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: Sadarghat Road, Mouza: Sankhatipukur Pin Code: 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 273(Corresponding RS Plot No:- 115), LR Khatian No:- 3093	Owner:আনন্দ সামন্ট, Gurdian:সম্পত্তি, Address:কলকাতা, Classification:বসতি, Area:0.15000000 Acre.	
L2	LR Plot No:- 280(Corresponding RS Plot No:- 116), LR Khatian No:- 3093	Owner:আনন্দ সামন্ট, Gurdian:সম্পত্তি, Address:কলকাতা, Classification:ভিটি, Area:0.23000000 Acre.	

Endorsement For Deed Number : I - 020300121 / 2019

On 10-08-2018

**Presentation(Under Section 52 & Rule 22A(3) 45(1),W.B. Registration Rules,1962)**

Presented for registration at 21:00 hrs: on 10-08-2018, at the Private residence by Mr ANANDO SAMONTA, Executant.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,66,57,122/-

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

Execution is admitted on 10/08/2018 by Mr ANANDO SAMONTA, Son of Late Ranjit Samonta, C/o Laxmi Roy, House No. 312, Hazra Math, P.O: Sripally, Thana: Bardhaman Sadar, City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business

Identified by Mr Abhijit Ghosh, Son of Mr Ananta Ghosh, Bhabanithakuriano, Mahapukur, P.O: Rajpat, Thana: Bardhaman Sadar, City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

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

Execution is admitted on 10-08-2018 by Mr NARUGOPAL BHAKAT, Marriaging Partner, SRADHYA CONSTRUCTION (Partnership Firm), Jilapbagan, City, Barddhaman, P.O:- Sripally, P.S:- Bardhaman Sadar, Burdwan, District: Burdwan, West Bengal, India, PIN - 713103

Major Information of the Deed :- I-0203-00121/2019-04/01/2019



Identified by Mr Abhijit Ghosh, Son of Mr Ananta Ghosh, Bhabanilthakurania, Mithapukur, P.O: Rajbari, Thana Bardhaman Sadar, City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

Execution is admitted on 10-08-2018 by Mrs SUCHISMITA SAMANTA, Managing Partner, SRADHYA CONSTRUCTION (Partnership Firm), Jalapagan, City, Bardhaman, P.O- Sripally, P.S- Bardhaman Sadar, Burdwan, District: Burdwan, West Bengal, India, PIN - 713103

Identified by Mr Abhijit Ghosh, Son of Mr Ananta Ghosh, Bhabanilthakurania, Mithapukur, P.O: Rajbari, Thana Bardhaman Sadar, City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

**Kaushik Bhattacharya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BURDWAN**  
**Burdwan, West Bengal**

**On 14-08-2018**

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 79,021/- ( B - Rs 79,000/- E = Rs 21/- ) and Registration Fees paid by by online = Rs 79,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB Online on 14/08/2018 5:38PM with Govt. Ref No: 192018190275175041 on 14-08-2018, Amount Rs. 79,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 585893323 on 14-08-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB Online on 14/08/2018 5:38PM with Govt. Ref No: 192018190275175041 on 14-08-2018, Amount Rs. 70,061/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 585893323 on 14-08-2018, Head of Account 0030-02-103-003-02

**Kaushik Bhattacharya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BURDWAN**  
**Burdwan, West Bengal**

Major Information of the Deed :- 1-0203-00121/2018-04/01/2019






On 17-08-2018

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,061/- and Stamp Duty paid by Stamp Rs 5,000/-  
Description of Stamp


1. Stamp: Type: Court Fees, Amount: Rs.10/-
2. Stamp: Type: Impressed, Serial no 3650, Amount: Rs.5,000/-, Date of Purchase: 09/08/2018, Vendor name: K Banerjee

  
**Kaushik Bhattacharya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BURDWAN**  
**Burdwan, West Bengal**

On 04-01-2019

**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 - 49 (g) of Indian Stamp Act 1899.

  
**Kaushik Bhattacharya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BURDWAN**  
**Burdwan, West Bengal**

Major Information of the Deed :- I-0203-00121/2019-04/01/2019



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 020300121 for the year 2019.



Digitally signed by KAUSHIK  
BHATTACHARYA  
Date: 2019.01.04 15:47:13 +05:30  
Reason: Digital Signing of Deed

(Kaushik Bhattacharya) 1/4/2019 3:46:20 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BURDWAN  
West Bengal.



**(This document is digitally signed.)**