

09/07/15

09/07/15

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 680655

09/07/15  
1.53  
R-1000/59263/15

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

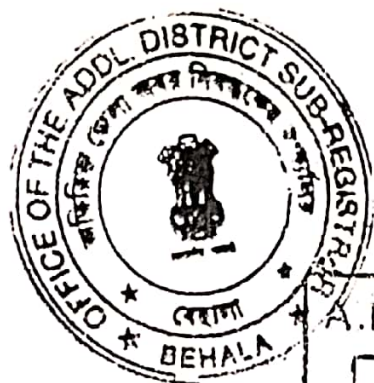
Addl. District Sub-Registrar  
Behala, South 24 Parganas

DEED OF AGREEMENT

THIS DEED OF AGREEMENT made this the 9<sup>th</sup> day of July, 2015 (Two Thousand Fifteen)

BETWEEN

19 01/06/15 1001  
NO. DATE PS  
NAME Ashak. Chowdhury 'ADV'  
ADDRESS Beque J/cant  
ALIPUR JUDGES COURT  
A.K. SOMAJPTI  
SIGNATURE





A.D.S.R. Behala  
9 JUL 2015  
Dist. South 24 Pgs.

Sh. Md. Mahsin  
S/O Late Sh. Md. Shohidar  
63, Panch massid Road  
P.O. Panchmasjid  
V.L. - 700063  
O.C. Service



**Seller, Buyer and Property Details**

**A. Land Lord & Developer Details**

Land Lord Details				
SL No.	Name, Address, Photo, Finger print and Signature			
1	<p>RAGHUNATH BISWAS                      Son of Late ADHIR KUMAR BISWAS                      112/8, D. H. ROAD, P.O:- BARISHA, P.S:- Thakurpukur,                      District:-South 24-Parganas, West Bengal, India, PIN -                      700008                      Sex: Male, By Caste: Hindu, Occupation: Business, Citizen                      of: India,                      Status : Self                      Date of Execution : 09/07/2015                      Date of Admission : 09/07/2015                      Place of Admission of Execution : Office</p>	 <p>7/9/2015 3:01:04 PM hrs</p>	 <p>LTI                      7/9/2015 3:01:10 PM hrs</p>	<p><i>Raghu Nath Biswas</i></p> <p>7/9/2015 3:01:30 PM hrs</p>



**Developer Details**

SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>ANUPAM BHOWMICK                      Son of CHITTARANJAN BHOWMICK                      96, BHATTACHARJEE PARA ROAD, P.O:- BARISHA, P.S:-                      Thakurpukur, District:-South 24-Parganas, West Bengal,                      India, PIN - 700063                      Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of:                      India,                      Status : Self                      Date of Execution : 09/07/2015                      Date of Admission : 09/07/2015                      Place of Admission of Execution : Office</p>	 7/9/2015 3:00:29 PM hrs	 LTI 7/9/2015 3:00:33 PM hrs
		<p align="center"><i>Anupam Bhowmick</i></p> <p align="center">7/9/2015 3:00:59 PM hrs</p>	

**B. Identifire Details**

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Sk. MD MAHSIN                      Son of Late SK MD SHAHRIAR                      63, PANCH MASJID ROAD, P.O:-                      THAKURPUKUR, P.S:- Thakurpukur,                      District:-South 24-Parganas, West                      Bengal, India, PIN - 700063                      Sex: Male, By Caste: Muslim,                      Occupation: Service, Citizen of: India,</p>	RAGHUNATH BISWAS, ANUPAM BHOWMICK	<p align="center"><i>Sk. Md. Mahsin</i></p> <p align="center">7/9/2015 3:01:46 PM hrs</p>

**C. Transacted Property Details**

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bhattacharya Para Road, , Premises No. 2, Ward No: 125, Premises No:2		3 Katha 13 Sq Ft	1,50,000/-	24,14,442/-	Proposed Use: Bastu, Width of Approach Road: 16 Ft.,

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	50,000/-	24,14,442/-	Structure Type: Structure
	Floor 0	200 Sq Ft.		60,000/-	Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

#### D. Applicant Details

Details of the applicant who has submitted the requisition form.	
Applicant's Name	Md Mahasin
Address	63, Panch Masjid Road, Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700063
Applicant's Status	Others



Office of the A.D.S.R. BEHALA, District: South 24-Parganas

Endorsement For Deed Number : I - 160705375 / 2015

Query No/Year 16071000159263/2015 Serial no/Year 1607005701 / 2015  
Deed No/Year I - 160705375 / 2015  
Transaction [0110] Sale, Development Agreement or Construction agreement  
Name of Presentant ANUPAM BHOWMICK Presented At Office  
Date of Execution 09-07-2015 Date of Presentation 09-07-2015

Remarks

On 07/07/2015

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 24,74,442/-

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BEHALA

South 24-Parganas, West Bengal

On 09/07/2015

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

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

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

Presented for registration at 13:54 hrs on : 09/07/2015, at the Office of the A.D.S.R. BEHALA by ANUPAM BHOWMICK ,Claimant.

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

Execution is admitted on 09/07/2015 by

RAGHUNATH BISWAS, Son of Late ADHIR KUMAR BISWAS, 112/8, D. H. ROAD, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, By caste Hindu, By Profession Business

Indetified by Sk. MD MAHSIN, Son of Late SK MD SHAHRIAR, 63, PANCH MASJID ROAD, P.O: THAKURPUKUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700063, By caste Muslim, By Profession Service

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

Execution is admitted on 09/07/2015 by

ANUPAM BHOWMICK, Son of CHITTARANJAN BHOWMICK, 96, BHATTACHARJEE PARA ROAD, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700063, By caste Hindu,

By Profession Others

Identified by Sk. MD MAHSIN, Son of Late SK MD SHAHRIAR, 63, PANCH MASJID ROAD, P.O: THAKURPUKUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700063, By caste Muslim, By Profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,203/- ( B = Rs 2,189/- ,E = Rs 14/- ) and Registration Fees paid by Cash Rs 2,203/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,051/- and Stamp Duty paid by Draft Rs 5,050/-, by Stamp Rs 100/-

**Description of Stamp**

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 680655, Purchased on 01/06/2015, Vendor named A K Samajpati.

**Description of Draft**

1. Rs 5,050/- is paid, by the Draft(other) No: 983194000405, Date: 08/07/2015, Bank: STATE BANK OF INDIA (SBI), PANCHANANTALA (BEHALA) BRANCH.



(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2015, Page from 36795 to 36827

being No 160705375 for the year 2015.



Digitally signed by ASISH GOSWAMI  
Date: 2015.07.10 15:18:38 +05:30  
Reason: Digital Signing of Deed.

(Asish Goswami) 10/07/2015 3:18:38 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

(This document is digitally signed.)



**SRI RAGHUNATH BISWAS**, PAN NO. AEGPB0390C, son of Late Adhir Kumar Biswas, by Creed - Hindu, by Occupation - Business, residing at 112/8, Diamond Harbour Road, Udayan Pally, Barisha, P.O. Barisha, Police Station : Thakurpukur, Kolkata - 700 008, District : South 24-Parganas, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**A N D**

**SRI ANUPAM BHOWMICK**, son of Sri Chittaranjan Bhowmick, PAN NO. AGWPB7771M, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 96, Bhattacharjee Para Road, P.O. Barisha, Police Station : Thakurpukur, Kolkata - 700 063, having its registered office at 96, Bhattacharjee Para Road, Police Station : Thakurpukur, Kolkata - 700 063, hereinafter called the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his successor-in-office, administrators and assigns) of the **OTHER PART**.

**WHEREAS** the land owner herein namely Sri Raghunath Biswas purchased **ALL THAT** piece and parcel of land measuring more or less 3 Cottahs 13 Square Feet situated and lying at Mouza - Paschim Barisha, J.L. No. 19, Pargana - Khaspur, Touzi No. 1-6, 8-10, 12-16, R.S. No.43,

comprised in Dag Nos. 3286/3860, 3286, under Khatian No. 1823, presently within the limits of the Kolkata Municipal Corporation (S. S. Unit), Borough No. XIV, Ward No. 125, under Police Station : Thakurpukur, in the District : South 24-Parganas from the then owners Smt. Bani Ray alias Bani Debi alias Bani Ray Chowdhury, wife of Sri Mohini Mohan Ray alias Sri Mohini Mohan Ray Chowdhury of 20/1, Thakurpukur Road, Police Station : Thakurpukur, Kolkata - 700 063, District : South 24-Parganas, by virtue of a registered Bengali Deed of Conveyance which was duly registered on 18.06.1975 at the Office of the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 3, Page Nos. 123 to 128, Being No. 2942, for the year 1975.

**AND WHEREAS** after purchasing the said property the owner herein mutated his name before the Kolkata Municipal Corporation as K.M.C. Premises No. 2, Bhattacharjee Para Road, vide Assessee No. 41-125-03-0002-9, hereinafter called the "**SAID PROPERTY**" and morefully described in **SCHEDULE** - "A" hereunder written and since then he has been possessing and enjoying the same by paying the relevant rents/taxes to the appropriate authority concerned free from all sorts of encumbrances.

**AND WHEREAS** being desirous of developing the said property the Owner came across with the Other Part herein and on the basis of the discussions had between the parties the Owner has decided to entrust the

other part for erection and construction of a multi storied building upon their said property.

**NOW THIS AGREEMENT WITNESSETH** are as follows :-

1. **OWNER :**

Shall mean **SRI RAGHUNATH BISWAS**, son of Late Adhir Kumar Biswas, residing at 112/8, Diamond Harbour Road, Udayan Pally, Barisha, P.O. Barisha, Police Station : Thakurpukur, Kolkata – 700 008, District : South 24-Parganas.

2. **DEVELOPER :**

Shall mean **SRI ANUPAM BHOWMICK**, son of Sri Chittaranjan Bhowmick, residing at 96, Bhattacharjee Para Road, P.O. Barisha, Police Station : Thakurpukur, Kolkata – 700 063, having its registered office at 96, Bhattacharjee Para Road, Police Station : Thakurpukur, Kolkata – 700 063.

3. **THE SAID PROPERTY :**

Shall mean **ALL THAT** piece and parcel of land measuring more or less 3 Cottahs 13 Square Feet situated and lying at Mouza – Paschim Barisha, J.L. No. 19, Pargana – Khaspur, Touzi No. 1-6, 8-10, 12-16, R.S. No.43, comprised in Dag Nos. 3286/3860, 3286, under Khatian No. 1823, presently within the limits of the Kolkata Municipal Corporation (S. S. Unit), Borough No. XIV, being Municipal Premises No. 2, Bhattacharjee



Para Road, Police Station : Thakurpukur, Kolkata - 700 063, under Ward No. 125, vide Assessee No. 41-125-03-0002-9.

4. **BUILDING** :

Shall mean and include the building to be constructed at the premises mentioned in earlier paragraph in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation.

5. **SALEABLE SPACE** :

Shall mean the space in the new building available for independent use and occupation by the developer.

7. **OWNER'S ALLOCATION** :

Shall mean on completion of entire building the Developer shall at the first instance provide/handover to the Owner **ALL THAT** 40% sanctioned F.A.R. out of 100% F.A.R. in finished and complete condition of the proposed building that will be constructed on the **SCHEDULE - "A"** mentioned property. The owner's allocation of 40% shall mean that excluding 1<sup>st</sup> floor of the proposed building the said allocation will be will be separately allocated by the Developer in the xerox copy of the sanctioned plan and for that if any supplementary deed is registered, the Owner and the Developer shall execute the same.

Besides aforesaid the Developer has agreed to pay to the owner a refundable interest free security deposit sum of Rs.2,00,000/- (Rupees

Two Lac) only simultaneously, with the execution of this Agreement. The owner shall have the obligation to refund the entire amount to the Developer prior to his receiving owner's allocation in the new building.

The Owner's Allocation is morefully described in **SCHEDULE** - "B" hereunder below and the fittings fixtures and arrangements as will be provided by the Developer to the Owner allocation is morefully described in **SCHEDULE** - "C" hereunder written.

8. **DEVELOPER'S ALLOCATION :**

Shall mean the remaining available accommodation areas of the new building including the common facilities absolutely belonged to the developer on payment of the consideration money as aforesaid and together with the absolute right on the part of the developer and prospective buyer/buyers and intending transferee/transferees, lessee/lessces or in any way deal with the same.

9. **THE ARCHITECT :**

Shall mean such person or persons with requisite qualification who will be appointed by the Developer for designing and planning of the new building.

10. **BUILDING PLAN :**

Will mean such plan that has been prepared by the Developer and the same shall be duly approved by the Owner and shall be sanctioned from the K.M.C. and the sanction fees of K.M.C. will be paid by the Developer.

11. **TRANSFER :**

With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi-storied building to purchase thereof although the same may not amount to a transfer in law without causing in any manner in convenience or disturbance to the Owner.

12. **TRANFEESEE :**

Shall mean a person Firm, Limited Company, Association of persons to whom any space in the building will be transferred.

13. **TIME :**

Shall mean the construction shall be completed positively within 24 months from the date of sanction or from the date of getting khas possession from the Owner whichever will be the later.

14. **WORDS :**

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and neuter gender shall include masculine and feminine genders.



**COMMENCEMENT :**

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

**OWNER'S RIGHT AND REPRESENTATION :**

1. The Owner is absolutely in physical possession of and/or otherwise well and sufficiently entitled to the said property and the owner has not entered into any Agreement for sale or transfer, dealing in the said property with any third party and has not received any earnest money, consideration money, booking money etc. from any body and has not created any charge, mortgage on the said property or part of it and the said property has not been acquired by any authority and there is no pending litigation with anybody.
2. None other than the Owner has any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
3. There is no excess vacant land at the said property within the meaning of the Urban Land (ceiling and regulation) Act, 1976.

**DEVELOPER'S RIGHT :**

The Owner hereby grants, subject to what has been hereunder provided exclusive right to the developer to build upon and to exploit commercially

The said property and shall be able to construct the new building therein in accordance with the plan to be submitted by the Kotera Municipal Corporation and in violation any arrangements and/or regulations therein made or done to be made by the parties hereto.

The Developer shall have every right to acquire or to erect any structure hereinafter with the intent of the subdividing/constructing property for the purpose of development and shall have further right to erect/construct a new building upon the entire plot of land and in that event the interests of their land shall be subject to the 10% P.R. mentioned in the instrument of his land and shall not be subject to any other interest 10% P.R. of the said subdivided land.

All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owner at his own costs and expenses and the Developer shall pay charges and cost all fees including architect's fees required in the said application for the development of the said property provided, however that the Developer shall be exclusively entitled to all refunds of any of all payments and/or deposit made by the Developer.

Nothing in these provisions shall be construed as a demise or assignment of any right in law by the Owner of the said premises or any part thereof to

the developer or as creating any right, title or interest in respect of the developer other than an exclusive right and interest by the developer to commercially exploit the same in terms hereof and to deal with the entire allocation of the Developer in the new building in the manner herein after stated.

**CONSIDERATION :**

In consideration of the Owner's having agreed to permit the developer to commercially exploit the said property and to construct, erect and build a new building in accordance with the plan which will be sanctioned and in accordance with the specification and materials description of which are stated in details in Schedule - 'C' below, the Developer shall provide to the Owner.

On completion of entire building the Developer shall at the first instance provide/handover to the Owner **ALL THAT** 40% sanctioned F.A.R. out of 100% F.A.R. in finished and complete condition of the proposed building that will be constructed on the **SCHEDULE** - "A" mentioned property. The owner's allocation of 40% shall mean that excluding 1<sup>st</sup> floor of the proposed building the said allocation will be will be separately allocated by the Developer in the xerox copy of the sanctioned plan and for that if any supplementary deed is registered, the Owner and the Developer shall execute the same.



Besides aforesaid the Developer has agreed to pay to the owner a refundable interest free security deposit sum of Rs.2,00,000/- (Rupees Two Lacs) only simultaneously with the execution of this Agreement. The owner shall have the obligation to refund the entire amount to the Developer prior to his receiving owner's allocation in the new building.

The Owner's Allocation is morefully described in SCHEDULE - "B" hereunder below and the fittings fixtures and arrangements as will be provided by the Developer to the Owner allocation is morefully described in SCHEDULE - "C" hereunder written.

**POSSESSION:**

Simultaneously with this Agreement the owner shall handover vacant unencumbered possession of the said property to the Developer for proper implementation and fulfillment of the proposed project.

The developer shall complete the construction of the building positively within 24 months from the date of sanction of the plan and/or from the date of getting peaceful vacant thas possession of the said property whichever is later and shall hand over the Owner's Allocation by the developer with the arrangements and other accessories as per specification given details in Schedule - "C" below.

The developer shall on completion of the new building put the Owner in undisturbed possession of the Owner's Allocation together with all rights in relation to the building together as absolute Owner thereof.

The developer shall be exclusively entitled to the developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, title, claim or interest therein whatsoever with or without the quiet and peaceful possession of the developer's allocation by the Owner. The Owner shall only transfer by way of proper Deed of Conveyance either in favour of the developer or in favour of the nominee/nominees of the developer, the undivided share of the land excepting the proportionate share of land of the Owner.

In so far as necessary all dealings by the developer in respect of the new building shall be in the name of the Owner for which purpose the Owner undertakes to give the developer a Power of Attorney in a form and manner reasonably required by the developer. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the Owner nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

That the Owner shall execute the Deed of Conveyance in favour of the developer or its nominee in respect of the Developer's allocation or portion of the new building as shall be required by the developer all costs and all

expenses including Income Tax Clearance Certificate in that behalf will be borne and paid by the developer.

**COMMON FACILITIES :**

The developer shall pay and bear all property taxes and other dues and outgoings in respect of the said property accruing due as and from the date of handing over vacant possession of the said property or part of it by the Owner to the developer. If there are any dues of property taxes or any Owner taxes regarding the said property before the date of handing over the same to the developer that would be borne by the Owner.

As soon as the new building will be completed within the time hereinafter mentioned the developer shall give written notice to the Owner for his allocation in the building; and there being no dispute regarding the completing of the building in terms of this agreement and according to the specification and plan thereof and certificate of the architect being produced to the effect and after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the Owner's Allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole.



From the date of handing over the possession of the Owner's Allocation the Owner shall pay the developer or to the Owner's association as the case may be the service charges for the common facilities in the new building.

Any transfer of any part of the Owner's Allocation in the new building shall be subject to the provisions hereof and the transferee shall thereafter be responsible in respect of the space transferred for payment of the said rates and service charges for the common facilities.

The Owner shall not do any act, deed or thing whereby the developer shall be prevented from construction and completion of the said building.

**COMMON RESTRICTION:**

The Owner's Allocation in the new building shall be subject to the same restrictions on transfer and use as are applicable to the developer's allocation in the new building intended for common benefits of all occupiers of the new building which shall include the followings :-

- a. The Owner shall not use or permit to be used of the Owner's Allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisances, hazards to the other Owner, occupiers of the new building. The developer and his nominee/nominees shall also not use or permit to be used of the developer's allocation in the new building or any portion thereof for

carrying or any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, hazards to the other proposed co-Owner of the proposed new building.

- b. Both the parties shall abide by all laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without invading the right to the Owner.
- c. The respective allottee shall keep their respective allocation in the building in good working conditions and repairs.
- d. Neither party shall throw, accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound, corridors any other portions of the new building.

**OWNER'S OBLIGATION:**

The Owner hereby agrees and covenants with the developer not to cause any interference or hindrance in the construction of the building at the said property by the developer.

The Owner hereby agrees and covenants with the developer not to do any act or deed or thing by which the developer may be prevented from selling,

assigning and/or disposing of any portion or portions of the developer's allocation/ portion in the building or of the said property save and except the undivided share of land of the Owner's Allocation.

The owner hereby agrees to put all of his signatures in all Deeds of Exchange in case it requires in event of the Developer's entering into separate Agreement with the owners of the adjoining property for the purpose of development.

The owner has further agreed to present before the Registrar of any registration office and to put/execute all acts, deeds and things as will be required for getting registration of any Deed of Exchange or any other Deed as will be required to be done for amalgamation of the properties into one property.

The owner shall not be entitled to cancel this Agreement till completion of the entire project unless and until the Developer violates any clause as stated in this Agreement and similarly the Developer shall not also cancel this Agreement unilaterally.

The owner further shall not be able to revoke the General Power of Attorney at any point of time till the Agreement is valid.

The Owner hereby agrees and covenants with the developer not to let out *rent, lease, mortgage* and/or charges the allocated portion of the



Developer but shall have all right to let out grant, lease, mortgage and/or charges, its allocated portion to any person/persons, company/companies.

The Owner shall hand over to the Developer all original deeds and documents, muniments, papers etc. and the same will remain in the custody of the Developer till handing over possession of all the Owner of the new building but ultimately the original document shall be handed over to the Owner's association of the proposed building for its protection preservation and for future reference.

That the owner has agreed to refund the security deposit sum of Rs.2,00,000/- (Rupees Two Lac) only on or before taking up possession of his allocation in the new building ( )

**DEVELOPER'S OBLIGATION:**

The developer hereby agrees and covenants with the Owner –

- a. The Developer shall complete the construction of the new building within 24 months positively from the date of sanction or from the date of getting khas possession from the Owner.

- b. Not to violate or contravene any of the provisions or rules application for construction of the building.
- c. The Developer shall at his own cost demolish the existing structure after receiving the vacant condition of the Owner and to sell out the salvages and debris and to receive all sell proceed thereof.

**OWNER'S INDEMNITY:**

The Owner hereby undertakes that the developer shall be entitled to the said construction and shall enjoy its allocated portion without any interference and/or disturbance provided the developer performs and fulfills all and singular the terms and conditions herein contained and/or its part to be observed and performed.

**DEVELOPER'S INDEMNITY:**

The developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act of commission or omission of the developer or in relation to the construction of the said new building strictly in terms of the plan to be sanctioned by the Kolkata Municipal Corporation on that behalf.

The developer hereby undertakes to keep the Owner indemnified against all action suits, costs, proceedings and claims that may arise out of the developer's allocation with regard to the development of the said premises

and/or in the matter of construction of the building and/or any defect therein.

**MISCELLANEOUS:**

The Owner and the developer have entered into the agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developer and the Owner. The parties hereto can proceed with this agreement.

That the Developer shall be entitled to exploit the 1<sup>st</sup> floor for commercial purpose or getting the same sanctioned from K.M.C. Road under any circumstances the owner shall not be able to claim from the 1<sup>st</sup> floor.

Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the Owner of the said property or any part thereof to the developer or as creating any right, title and interest in respect thereof in the developer other than an exclusive right to exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the Owner or effecting his estate and the same shall not be encumbered and/or be liable for payment of any dues of such bank or banks and for that purpose the developer shall keep the Owner indemnified against all actions, suits, proceedings and cost charges and expenses in respect thereof.



**FORCE MAJURE:**

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended during the duration of such majeure.

Force majeure shall mean floods, earth quake, riot, war, storm, tempest, civil commotion, strikes, lock-out and/or any other act or commission beyond the control of the parties hereto.

**JOINT OBLIGATION:**

The developer shall develop and construct multi-storied buildings on the said land as per plan and as per present rules in vogue.

The Owner will lend his name and signature in all paper, plans, documents and deeds those may come on the way of the developer for successful implementation of the project since the project will be developed in the name of the Owner and under the Owner's Allocation.

If the project fails without creating any damages of the properties through for no fault of the developer the Owner shall not be entitled to sue against the Developer on any ground and shall return to the Developer all of his

paid up money and other obligations and the Developer shall also return the owner all original documents.

**SCHEDULE - 'A' ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land measuring more or less 3 Cottahs 13 Square Feet together with 200 Square Feet asbestos shed room standing thereon, situated and lying at Mouza - Paschim Barisha, J.L. No. 19, Pargana - Khaspur, Touzi No. 1-6, 8-10, 12-16, R.S. No.43, comprised in Dag Nos. 3286/3860, 3286, under Khatian No. 1823, presently within the limits of the Kolkata Municipal Corporation (S. S. Unit), Borough No. XIV, being Municipal Premises No. 2, Bhattacharjee Para Road, Police Station : Thakurpukur, Kolkata - 700 063, under Ward No. 125, vide Assessee No. 41-125-03-0002-9. The said property is butted and bounded by :-

**ON THE NORTH** : Property of Kalyani Biswas;  
**ON THE SOUTH** : Premises No. 120;  
**ON THE EAST** : Shop of Mr. Bhaskar Kayal;  
**ON THE WEST** : 16' ft. wide K.M.C. Road.

**SCHEDULE - 'B' ABOVE REFERRED TO**

**ALL THAT** 40% sanctioned F.A.R. out of 100% F.A.R. in finished and complete condition of the proposed building that will be constructed on the **SCHEDULE** - "A" mentioned property. The owner's allocation of 40%

shall mean that excluding 1<sup>st</sup> floor of the proposed building the said allocation will be will be separately allocated by the Developer in the Xerox copy of the sanctioned plan and for that if any supplementary deed is registered, the Owner and the Developer shall execute the same.

Besides aforesaid the Developer has agreed to pay to the owner a refundable interest free security deposit sum of Rs.2,00,000/- (Rupees Two Lac) only simultaneously with the execution of this Agreement. The owner shall have the obligation to refund the entire amount to the Developer prior to his receiving owner's allocation in the new building.

**SCHEDULE - 'C' ABOVE REFERRED TO**

(Amenities, facilities and works specifications)

**Foundation** : Building designed of R.C.C. foundation.

**Steel** : Standard quality available in the market.

**Cement** : Standard quality available in the market.

**Sand** : Course sand.

**Stonechips** : Standard quality available in the market.



**Bricks** : 1<sup>st</sup> class available in the market.

**Flooring & Skirting** : Bed rooms, living-cum-dining room, Toilets, Kitchen and Balcony will be finished with Marble.

**Kitchen** : Kitchen will have R.C.C. Cooking platform with 4' height glaze tiles and granite top of the platform. One steel sink will be provided, one tap on the sink and other under the sink for washing utensils.

**Bathroom** : Floorings of the Bathroom shall be marble finished.

**Toilets** : 6' high glaze tiles fitted round the wall.

Toilet attached to the Bedroom will have one Western Commode (white) with cistern, taps, C.P. Towel Rod, soap tray, shower.

Common Toilet will have Western Commode (white) with cistern, one Wash basin (white) taps, Towel rod, soap tray and Shower.

Gyser point will not be provided in this Toilet.

Both the Toilet will have good quality G.I. concealed pipelines.

**Doors** : P.V.C. Door in Toilets and good quality phenol bounded flash doors in all inside doors, teak finished flash doors in main door.

**Windows** : MILD Steel frame with glass fittings.

**Electrical Works** : Electrical points for light, fan, refrigerator, television etc. will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch board, with piano type switches and 5 and 15 Amps. Plug point, electrical points will be provided as required.

**Electrical Meter** : The developer will arrange for the electric meter for common services like roof lights, stair case, passages.

**Extra Work** : Request for extra work or change from above mentioned specifications and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

**Water Supply** : Water will be supplied from the supply of Kolkata Municipal Corporation. Water supply from Kolkata Municipal Corporation will be arranged with underground reservoir and cost of water connection from Kolkata Municipal Corporation authority will be borne by the flat Owner.

**Painting** : All internal walls will be finished with Plaster of Paris.  
All external paintings will be with cement based paints.  
All doors and windows will be enamel paints.

**Sanitary** : All internal pipelines will be of concealed type. Soil lines are to be connected to underground drainage pipes terminating in septic tank.

IN WITNESS WHEREOF the parties hereto set and subscribed their hands and signature on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In presence of:

WITNESSES :

1.

2.

Raghu Nath Biswas.  
Signature of the **OWNER**

Drafted by :

Adv. Anuraj Chandra  
WB/589/73  
Advocate

Alipore Judges' Court, Kol-27.

Computer Typed by :

Deba Jyoti Ghosh

**DEBA JYOTI GHOSH**

Alipore Judges' Court, Kol-27.

Anupam Bhownick  
Signature of the **DEVELOPER**

SPECIMEN FROM FOR TEN FINGERPRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME : SRI RAGHUNATH BISWAS  
SIGNATURE : *Raghunath Biswas*



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

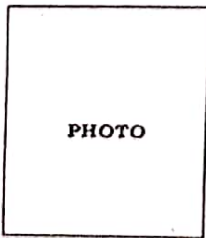
NAME : SRI ANUPAM BHOWMICK  
SIGNATURE : *Anupam Bhowmick*



PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME :  
SIGNATURE :



PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME :  
SIGNATURE :