

8159/14

1-07846/14



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

H 894801

10/09/14
 12:00
 R-13259/14

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.

Add. District Sub-Registrar
 Behala, South 24 Parganas

DEVELOPMENT AGREEMENT
 &
GENERAL POWER-OF-ATTORNEY.

THIS INDENTURE made on this the 10th day of September, TWO THOUSAND AND FOURTEEN

B- E- T-W-E-E-N

26 AUG 2014

Sl. No. 1775 Rs. 500/- Date
Name S. K. Bhattacharya (Adv)
Address Alipore Judges Court
Vendor Sign S. C. Halder

S. C. Halder
Licenced Stamp Vendor
Alipore Judges Court
Kolkata-700027



A.D.S.R. Behala
10 SEP 2014
Dist. South 24 Pgs.

Identified by
S. Chandra Roy
10/A, Nabalia
Bhara Road
KOL-8

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 25
Page from 5141 to 5169
being No 07846 for the year 2014.












(Asish Goswami) 15-September-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA
Office of the A.D.S.R. BEHALA
West Bengal


Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BEHALA, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 08155 / 2014, Deed No. (Book - I , 07846/2014)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Tarun Kanti Das 743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin : 700008	 10/09/2014	 LTI 10/09/2014	<i>Tarun Kanti Das</i> 10-09-2014

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Shambhu Ghosh Address -P. S. - Haridevpur, 15, Nabalía Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008	Self	 10/09/2014	 LTI 10/09/2014	 <i>শম্ভু গোস্বামী</i> ১০/০৯/২০১৪
2	Tarun Kanti Das Address -P. S. - Haridevpur, 43 A/4, Nabalía Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008	Self	 10/09/2014	 LTI 10/09/2014	<i>Tarun Kanti Das</i>
3	Tapas Kr. Das Address -P. S. - Haridevpur, 43 A/4, Nabalía Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008	Self	 10/09/2014	 LTI 10/09/2014	<i>Tapas Kumar Das</i>
4	Dipak Das Address -P. S. - Haridevpur, 43 A/4, Nabalía Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008	Self	 10/09/2014	 LTI 10/09/2014	<i>Dipak Das</i>


(Asish Goswami)











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



A.D.S.R. Behala
10 SEP 2014
Dist. South 24 Pgs.


Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BEHALA, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 08155 / 2014, Deed No. (Book - I , 07846/2014)

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Bimal Kr. Debnath Address -91, K. C. Mitra Road, Bhattacharya Para, Kolkata, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700144	Self	 10/09/2014	 LTI 10/09/2014	<i>Bimal Kumar Debnath</i>
6	Tarun Kanti Das Address -743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008	Self	 10/09/2014	 LTI 10/09/2014	<i>Tarun Kanti Das</i>
7	Dipak Das Address -743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008	Self	 10/09/2014	 LTI 10/09/2014	<i>Dipak Das</i>
8	Piyali Sengupta Address -743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008	Self	 10/09/2014	 LTI 10/09/2014	<i>Piyali Sengupta</i>
9	Somnath Ghosh Address -743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008	Self	 10/09/2014	 LTI 10/09/2014	<i>Somnath Ghosh</i>

Name of Identifier of above Person(s)
 Subhendu Roy
 0/ A, Nabalia Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008

Signature of Identifier with Date
Subhendu Roy 10.9.2014


 (Asish Goswami)

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



Government Of West Bengal
Office Of the A.D.S.R. BEHALA
District:-South 24-Parganas

Endorsement For Deed Number : I - 07846 of 2014
(Serial No. 08155 of 2014 and Query No. 1607L000013259 of 2014)

On 10/09/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48(d), 48(g), 57 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 21.00/-, on 10/09/2014

(Under Article : E = 21/- on 10/09/2014)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-61,46,363/-

Certified that the required stamp duty of this document is Rs.- 10100 /- and the Stamp duty paid as: Impresive Rs.- 500/-

Deficit stamp duty

Deficit stamp duty Rs. 9600/- is paid , by the draft number 991503, Draft Date 08/09/2014, Bank : State Bank of India, Behala (Calcutta), received on 10/09/2014

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

Presented for registration at 12.00 hrs on :10/09/2014, at the Office of the A.D.S.R. BEHALA by Tarun Kanti Das , one of the Claimants.

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

Execution is admitted on 10/09/2014 by

1. Shambhu Ghosh, son of Lt. Jiban Krishna Ghosh , P. S. - Haridevpur, 15, Nabalia Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Service
2. Tarun Kanti Das, son of Sudhangshu Sekhar Das , P. S. - Haridevpur, 43 A/4, Nabalia Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Business
3. Tapas Kr. Das, son of Sudhangshu Sekhar Das , P. S. - Haridevpur, 43 A/4, Nabalia Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Business
4. Dipak Das, son of Lt. Himangshu Sekhar Das , P. S. - Haridevpur, 43 A/4, Nabalia Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Business

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA



Government Of West Bengal
Office Of the A.D.S.R. BEHALA
District:-South 24-Parganas

Endorsement For Deed Number : I - 07846 of 2014
(Serial No. 08155 of 2014 and Query No. 1607L000013259 of 2014)

5. Bimal Kr. Debnath, son of Bankim Chandra Debnath , 91, K. C. Mitra Road, Bhattacharya Para, Kolkata, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700144, By Caste Hindu, By Profession : Service
6. Tarun Kanti Das
Partner, The Net Construction, 743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008.
, By Profession : Business
7. Dipak Das
Partner, The Net Construction, 743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008.
, By Profession : Business
8. Piyali Sengupta
Partner, The Net Construction, 743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008.
, By Profession : Business
9. Somnath Ghosh
Partner, The Net Construction, 743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008.
, By Profession : Business

Identified By Subhendu Roy, son of , 30/ A, Nabalia Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste: Hindu, By Profession: Others.

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

Tarun Kanti Das
Tapas Kumar Das



অধিদায়িত্ব
অতিরিক্ত

Deputy Registrar

Piyali Sengupta

Somnath Ghosh

Bimal Kumar Debnath

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

(1) **SRI- SHAMBHU GHOSH**, son of Late- Jiban Krishna Ghosh, by Caste- Hindu, by Occupation- Service, by Nationality- Indian, residing at 15, Nabalia Para Road, Police Station - Haridevpur, Kolkata-700 008, District:- South 24 Parganas, State of West Bengal (2) **SRI- TARUN KANTI DAS**, (3) **SRI- TAPAS KUMAR DAS**, both sons of Sri- Sudhangdhu Sekhar Das, (4) **SRI- DIPAK DAS**, son of Late- Himangshu Sekhar Das, all are by Caste- Hindu, by Occupation- Business, by Nationality- Indian, residing at 43A/4, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008, District:- South 24 Parganas, State of West Bengal and (5) **SRI- BIMAL KUMAR DEBNATH**, son of Sri- Bankim Chandra Debnath, by Caste- Hindu, by Occupation- Service, by Nationality- Indian, residing at 91, K.C. Mitra Road, Bhattacharya Para, P.S- Baruipur, Kolkata- 700 144, District:- South 24 Parganas, State of West Bengal hereinafter Called and/or referred to as the **LAND OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heir / heirs, heiress / heiresses, successor / successors, representative/ representatives, administrator / administrators, executor/ executors and assign/ assigns) of the **FIRST PART**.

AND

THE NET CONSTRUCTION a partnership firm or business organization carrying on Real Estate and Development business having it's registered office + residence there at 743/1, Diamond Harbour Road, P.S-Thakurpukur, Kolkata- 700 008 represented by its partners (1) **SRI- TARUN KANTI DAS** son of Sri- Sudhangshu Shekhar Das, by Caste-Hindu, by Occupation- Business, by nationality- Indian (2) **SRI- DIPAK DAS** son of Late- Himangshu Shekhar Das, by caste- Hindu, by occupation- Business, by nationality- Indian (3) **SMT. PIYALI SENGUPTA** wife of Sri- Sabyasachi Sengupta, by caste- Hindu, by occupation- Business, by nationality- Indian and (4) **SRI- SOMNATH GHOSH** son of Sri- Ajoy Ghosh, by Caste-Hindu, by occupation- Business, by Nationality-Indian, hereinafter called and/or referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heir/heirs, successor-in-office/ successors-in-office, representative/ representatives, executor/ executors administrator/ administrators, and assign/ assigns) of the **SECOND PART**.

WHEREAS the **First Part** to this agreement are the absolute **OWNERS** of the property measuring all together (jointly) 5 cottah 2 chittak 16 sq. ft. or 3706 sq. ft. a little bit more or less being a part of the K.M.C. Premises no- 18, Nabalia Para Road, Kolkata- 700 008 out of which owner no- (1) got the property measuring 2 cottah 10 chittak 16 sq. ft. a little bit more or less on the basis or by virtue of a registered partition Deed executed in the year, 2014 which is registered by the A.D.S.R – Behala and recorded in the office record vide Book no- I, CD Volume no- 22, pages from 2234 to 2247, being no- 06770 for the year, 2014 and owners no- (2) to (5) got the property measuring 2 cottah 8 chittak a little bit more or less on the basis or by virtue of a registered sale Deed executed in the year, 2014 which is registered by the A.D.S.R- Behala, and recorded in the office record vide Book no- I, CD Volume no- 22, pages from 5240 to 5257, being no- 06938 for the year, 2014 and seize, possess and enjoy the aforesaid Danga Land free from all encumbrances, attachment and all sorts of hindrance.

AND WHEREAS the **OWNERS / FIRST PART** herein for their better use and enjoyment of the said property and/or land which is morefully and particularly described in the **SCHEDULE- 'A'** written hereunder have decided to develop their aforesaid land and/or property by constructing a G+3 Multi-storied building on the aforesaid land through a creditable Developer who will construct or erect the building as per the plan which will be prepared by his or it's well Versed Architect and shall be sanctioned by the proper sanctioning authority of the Kolkata Municipal Corporation at the part of the aforesaid K.M.C. premises no- 18, Nabalia Para Road, Kolkata – 700 008 and accordingly, the owners offered the developer “ **THE NET CONSTRUCTION** ” herein for development of the said property at the costs and expenses of the **DEVELOPER** on mutual benefits of flat ownership basis as per specification with the floor plans, elevation, sections made in compliance with the statutory requirements on the said plot of land.

AND WHEREAS the developer ‘**THE NET CONSTRUCTION**’ herein after proper inspection of the site through its partners has accepted the proposal of the owners subject to the terms and conditions as hereinafter contained.

NOW THIS AGREEMENT WITNESSTH the terms and conditions agreed by and between the parties hereto as follows :-

TERMS – I.

DEFINITION :

- 1.1 OWNERS :** shall mean the aforesaid (1) Sri- Shambhu Ghosh, son of Late- Jiban Krishna Ghosh, by caste- Hindu, by occupation- Service, by nationality- Indian, residing at 15, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008, District:- South 24 Parganas and (2) Sri- Tarun Kanti Das (3) Sri- Tapas Kumar Das, both sons of Sri- Sudhangshu Sekhar Das (4) Sri- Dipak Das son of Late- Himangshu Sekhar Das, all are by caste- Hindu, by occupation- Business, by nationality- Indian, residing at 43A/4, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008, District:- South 24 Parganas and (5) Sri- Bimal Kumar Debnath, son of Sri- Bankim Chandra Debnath, by caste- Hindu, by occupation- Service, by nationality- Indian, residing at 91, K.C. Mitra Road, Bhattacharya Para, P.S- Baruipur, Kolkata- 700 144, District:- South 24 Parganas.
- 1.2. DEVELOPER :** shall mean ' ~~THE~~ **NET CONSTRUCTION**' through it's partners (1) Sri- Tarun Kanti Das, son of Sri- sudhangshu Shekhar Das, by caste- Hindu, by occupation- Business, by nationality- Indian (2) Sri- Dipak Das, son of Late- Himangshu Shekhar Das, by caste- Hindu, by occupation- Business, by nationality- Indian, both are residing at 43A/4, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008, District:- South 24 Parganas (3) Smt. Piyali Sengupta, wife of Sri- Sabyasachi Sengupta, by caste- Hindu, by occupation- Business, by nationality- Indian, residing at 30/6A, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008 and (4) Sri- Somnath Ghosh, son of Sri- Ajoy Ghosh, by caste- Hindu, by occupation- Business, by nationality- Indian, residing at 11, Nabalia Para Road, P.S Haridevpur, Kolkata- 700 008.

1.3 PROPERTY: Shall mean and include all that piece and parcel of Danga Land measuring total a little bit more or less 5 cottah 2 chittak or 3706 sq. ft. situated there at District:- South 24 Parganas, D.S.R- Alipore, A.D.S.R- Behala, Pargana- Magura, J.L. no- 13, R.S. no- 192, Touzi no- 72 and 82, Mouza- Muradpur, under R.S. Khatian no- 72, part of R.S. Dag no- 279 being L.R. Khatian no- 409, L.R. Dag no- 391 now under the Kolkata Municipal Corporation (s.s.unit) premises number being 18, Nabalia Para Road, Assessee no. being 41-123-13-0018-5, P.S-Haridevpur, K.M.C Ward No.123., Kolkata- 700 008, District:- South 24 Parganas.

1.4 BUILDING: shall mean and include G+3 Multi storied building with lift which to be constructed or erected in accordance with the plan prepared by the Developer's Architect and be sanctioned by the competent sanctioning authority of the Kolkata Municipal Corporation at the KMC premises no- 18, Nabalia Para Road, Kolkata- 700 008.

1.5 TRANSFEREE : shall mean the person or persons to whom any space or flat other than the owner's portion or allocation of the building would be transferred by the Developer .

1.6 TRANSFER : with its grammatical variations shall mean transfer by way of conveyance and shall include transfer by possession and by any other mean adopted for effecting what is understood as a transfer of space or flat with undivided interest in land and building proportionately.

1.7 AREA : The area of the flat including the right to use the common space in the building purchased thereof.

1.8 OWNERS' ALLOCATION: The owner no- (1) shall get 600 sq. ft. built up area flat in the first floor of the building and

another 600 sq. ft. built up area flat in the 2nd floor of the building as per discretion of the developer/builder and a 12' X 8' covered garage as his ratio and the owners no-(2) to (5) jointly shall get 600 sq.ft. built up area flat in the 1st floor of the building and another 600 sq.ft. built up area flat in the building as per discretion of the developer/builder and a 12' X 8' covered garage as their ratio. The above allocation shall be effective only after registration of a partition deed between the owners. /

1.9 DEVELOPER'S ALLOCATION : shall mean the remaining flats and/or units and constructed area in the proposed building which to be erected and/or constructed at the said premises no-being 18, Nabalia Para Road, Kolkata- 700 008 after the allocation of the owner's share including proportionate share in the common facilities and amenities of pro-rata basis.

1.10. COMMON FACILITIES AND AMENITIES: shall include the proportionate share of the roof including Developer, all corridors, all ways, passages, stair ways, pump room, reservoir, over head tank, water pump and motor, septic tank and other facilities which would be required for maintenance and/or management and total upkeepment of the building.

1.11 SALEABLE SPACE: shall mean the constructional area along with flats with or without garage including undivided unequal proportionate share of land underneath, the area which includes the common areas as on the building available for independent use and occupation except the owners' allocation.

1.12 ARCHITECT: shall mean the KMC approved person or persons who would be appointed by the Developer Firm for design and planning of the proposed building.

1.13 BUILDING PLAN: shall mean the plan which to be prepared by the

Developer's Architect with such revised or alteration or modification as the case may be with the approval of the owners from time to time and to be sanctioned by the Kolkata Municipal Corporation.

- 1.14 **TIME:** shall mean 24 months from the date of obtaining sanctioned plan from the Kolkata Municipal Corporation with an option to extend the time for a further period of six months for any calamity.

COMMENCEMENT

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

OWNERS' RIGHT AND REPRESENTATIONS.

- a) The First Part are the absolute owners of the said property and/or land which is morefully and particularly described or mentioned in the schedule-'A' written hereunder and they seized and possessed of the said land and/or otherwise well and sufficiently entitled to the said property.
- b) None other than the owners shall have any claim, right, title and/or demand over and in respect of the said property or any part or portion thereof.
- c) There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

TERMS – II .

DEVELOPER'S OBLIGATION:

2.1 The Developer/Builder shall provide the owners two full finished flats each with marble floor measuring 600 sq. ft. one in the First Floor of the building and another of the building as per discretion of

the developer/builder and a 12' x 8' covered garage each as their ratio.

2.2 The Developer Firm shall be entitled of all constructional area of flats and spaces except the owners' allocation or allocations in the said premises together with the undivided proportionate unequal share of land underneath and common facilities and amenities and shall be entitled to enter into the sale agreement with the intending purchases or buyers for sale and transfer by it's own name through the partners of the business to any transferee and to receive, realize and collect money in respect thereof which money shall absolutely be deposited to the Developer's account only.

2.3 The Developer Firm shall deemed to be the agent of the owners and as such, agent shall be solely and exclusively responsible for construction of the said G + 3 Multi storied building.

2.4 The Developer Firm shall use the materials of good quality and the decision of the Architect regarding quality of the materials shall be final and binding the Developer Firm.

2.5 The Developer Firm will provide in the said flats and building the water pump, water storage reservoir, overhead tank, electrification and permanent electric connection through separate electric meter in every self contained flat or unit with proportionate undivided share or portion or spaces in the building.

2.6 The Developer Firm on it's own costs without creating any financial or other liability to the owners construct and complete the building and/or apartment or flats therein in accordance with the sanctioned building Plan and if any addition or alteration or modification thereof made or caused to be made by the Developer Firm or it's Engineer or Architect also.

2.7 All costs, charges and expense including Architect's fees, be discharged and borne by the Developer Firm and the owners shall have no liability in this context. Furthermore, the Developer Firm shall be responsible



A.D.S.R. Behala

10 SEP 2014

Dist. South 24 Pgs.

the developer/builder and a 12' x 8' covered garage each as their ratio.

2.2 The Developer Firm shall be entitled of all constructional area of flats and spaces except the owners' allocation or allocations in the said premises together with the undivided proportionate unequal share of land underneath and common facilities and amenities and shall be entitled to enter into the sale agreement with the intending purchases or buyers for sale and transfer by it's own name through the partners of the business to any transferee and to receive, realize and collect money in respect thereof which money shall absolutely be deposited to the Developer's account only.

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2.7 All costs, charges and expense including Architect's fees, be discharged and borne by the Developer Firm and the owners shall have no liability in this context. Furthermore, the Developer Firm shall be responsible

for all Liabilities, Claims and Demands (if any) arises due to accident, injury or damage caused to any person or persons in course of execution of the construction work and also before or after the completion of the project.

2.8 The Developer Firm shall bear all taxes and Liabilities during the period of the said construction work of the building.

2.9 The owners in no way would be bound or responsible in respect to the acceptance or receiving money by the Developer Firm from proposed buyer or buyers of flats and in the event of any complaint by any buyer either in respect of money or flat to the owners, then the Developer Firm shall undertake to indemnify the owners in every respect of such claim or demand.

2.10 The Developer Firm shall have no right to assign this project or agreement to any other person or Company or Firm without the written consent of the owners.

DEVELOPER'S RIGHT.

- 1) The owners hereby grant, subject to what has/have been provided hereunder the exclusive right to the Developer Firm to build on and/or upon and to exploit commercially the said plot of land and shall be able to construct the proposed G+3 storied building thereon in accordance with the building plan which to be sanctioned by the sanctioning authority of the Kolkata Municipal Corporation with or without any amendment and/or modification or revised plan thereto made or cause to be made by the parties hereto.
- 2) All applications, plans, documents and other papers as may or would be required by the Developer Firm for the purpose of obtaining sanction from the appropriate authority/ authorities shall be prepared and submitted by the Developer Firm on behalf of the owners at it's own costs and expenses and the Developer Firm shall pay and/or bear all charges and fees (including Architect's fees) as would be required to be

paid or deposited for exploitation of the said property provide however that the Developer Firm shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer Firm.

- 3) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owners of the said premises or any part thereof to the Developer Firm or creating any right, title or interest in respect of the land upon the Developer Firm other than and exclusive right and interest by the Developer Firm to commercially exploit the same in terms herein and to deal with the Developer's allocations in the new building in the manner herein contained.
- 4) The owners will jointly execute a registered General Power-of-Authority in favour of the Developer Firm or its partners authorizing inter alia to construct the building and also sell the flats of the Developer's share of the allocation and transfer the undivided proportionate share or interest of land in the said premises attributable to the Developer's share of allocation and receive consideration thereof as its discretion and execute, present and register the Deed of Conveyance in respect of undivided proportionate share of interest of the land in the said premises attributable to the Developer's share of allocation.

TERMS-III

OWNERS' LIABILITIES:

3.1 The owners hereby grants and convey the exclusive right of the land to the Developer Firm to built / construct/ erect and complete the aforesaid building containing various flats or units for its exploitation and to enter into agreement for sale of areas or flats or units except the owner's allocation and to receive consideration as herein above mentioned and/or transfer and/or construct in accordance with the sanctioned plan with or without amendment and/or modification made or cause to be made by the Developer.

- 3.2 The owners shall handover all the necessary documents in respect of the land that is to say copy of the title deeds, parcha or record of rights, tax receipts etc. to the Developer Firm for the progress of the Development work on the date or day of signing this agreement.
- 3.3 The owners hereby give their consent to the Developer Firm for entering into the sale agreement and undertake to convey the proportionate land of the flats or units with the full right to the Purchaser or purchasers.
- 3.4 The owners shall execute a General Power- of- Attorney (if necessary) a special Power of Attorney also in favour of the Developer Firm for smooth running of the constructional work and to receive money, booking fees etc. from the intending buyers and/or purchasers and to execute Deed of Conveyance in respect of the respective flat or unit which the buyer or Purchaser will book.
- 3.5 The owners shall not make or try to make any obstruction or made disturbance during the time of construction of the proposed building under any circumstances.
- 3.6 The owners shall pay all taxes and rent both of Kolkata Municipal Corporation and B.L.& L.R.O with supplementary bill (if any) up to date that is to say till the date of signing this agreement or at the time of hand over the khas possession of the property.
- 3.7 The owners may be the member of the society if it is formed between the flat owners and if so, shall abide by such rules and regulations as would be framed by the society.
- 3.8 The Developer Firm shall be the proportionate owner of the top (roof) of the building and outer wall or parapet of the said roof and shall use the same in common and in that event the land owners or the First Part to this agreement will not demand any money from the Developer Firm in respect of the said use.
- 3.9 The owners will extend all sorts of co-operation to the Developer Firm to

make the building complete and for worthy.

TERMS – IV.
(MISCELLANEOUS.)

4.1 The owners and the developer firm have entered into this agreement purely as a contract and nothing contained herein shall be deemed to mean and construed as partnership between the developer firm and the owners.

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

4.3 The owners hereby fully agree and consented that the developer firm shall have the right to advertise, put hoarding or sign board of any kind relating to the publicity for the benefit of commercial exploitation of the new building from the date of execution of this agreement and on completion of the building or earlier all such advertisements and hoardings shall be cleared of by the developer firm at its own costs.

4.4 The original agreement and photo-copy of title deed and other documents relating to the said property shall be kept at the office of the developer firm for the inspection of the intending purchasers and/or buyers of the flat or flats.

4.5 The owners will lend their respective name or names and signature or signatures in all papers, plans, documents and deeds those or which may be necessary for the developer firm for implementation of the project and the project will be the developer firm in the owners name and under the owners'

share of allocation.

SCHEDULE- ' A ' THE PROPERTY ABOVE REFERRED.

District:- South 24 Parganas, District Sub-Registry Office -Alipore and A.D.S.R- Behala, Pargana - Magura, under J. L.No-13, R. S. No- 192, Touzi No- 72 and 82, Mouza- Muradpur vide R.S. Khatian No- 72 and part of R.S. Dag No- 279 being L.R. Khatian no- 409, part of L.R. Dag no- 391 measuring an area jointly more or less 5 cottah 2 chittak 16 sq. ft. or 3706 sq. ft. being lot no- B1 and B2 of the partition plan and being the schedule- B & C of the partition Deed now within the local limits of the Kolkata Municipal Corporation (s.s.unit) Premises number being 18, Nabalia Para Road, Assessee under being 41-123-13-0018-5, K.M.C. Ward No.123, P.S- Haridevpur, Kolkata- 700 008, District:- South 24 Parganas together with all easement of all Roads and Passages which is butted and bounded by :-

ON THE NORTH : 16' (feet) wide common passage.

ON THE SOUTH : Land of Nemaï Chandra Ghosh and Mr. P. Mitra.

ON THE EAST: Land of Kanan Bala Ghosh.

ON THE WEST : Land of Maya Ghosh

THE SCHEDULE- ' B '
(FOR WORK SPECIFICATION.)

1. **R.C.C. STRUCTURE :** R.C.C. structure with Standard materials, as per plan, prepared by the Architect of the Developer Firm and also sanctioned from the K M C.

2. **BRICKS AND WALLS:** All outer walls 200 mm thick and inner walls be 75 mm thick with first class bricks to be used and medium course sand and also good quality cement and special quality TMT iron Bar.
3. **WINDOWS:** All Windows should be made by aluminum with glass panel and stay handle with primer paints.
4. **DOOR FARMS:** All doors' frame will be Sal wood 6' - 3" height.
5. **DOORS:** All doors will be only commercial ply flush door.
6. **KITCHEN:** Black stone upon the cooking platform with steel sink with 2 feet height white glazed tiles upon the cooking platform, 2" tap one is on the sink and other is under the sink.
7. **FLOORING:** All rooms and Kitchen floor will be marble finished.
8. **BATH & PRIVY:** marble flooring and 6 feet height wall with white colour glazed tiles and toilet will be provided with Indian and/or commode white colour with tap and plumbing work with shower and basin.
9. **ELECTRICAL :** Concealed wiring will be provided with the following:-
 - a) Bed-Rooms: 2 nos. light point, 1 no. fan point with 5 Amp. Plug 5 pin point.
 - b) Dining cum drawing: 2 light point, 1 fan point, one 15 Amp plug 5 pin point.
 - c) Kitchen: One light point, one exhaust fan point and one 5 Amp. Plug 5 pin point.
 - d) **BATHROOM:** One Light point.
 - e) **VERANDAH:** One Light point and one 5 Amp. Plug 5 pin point.

- f) **WATER SUPPLY:** By K.M.C. through semi Underground reservoir and 1 H.P pump. (All water pipelines will be concealed with P.V.C pipe.)
- g) **ROOF:** (On the roof) there will be provided parapet walls up to 3 feet height.
- h) **PAINTS:** All inside walls will be plaster of parish excluding stair and primer paints to be laid.
- i) **OUTSIDE PAINT:** Weather coat.
- j) **EXTRA WORK :** Extra charges for extra work other than the specified work of any flat both of owners and/or purchasers and other fittings and fixtures will be paid by the party/parties.

OWNERS' INDEMNITY

The owners hereby undertake that the developer firm shall be entitled for the said construction and shall enjoy its allocated portion/ portions without any interference and/or disturbance provided the performance of the developer firm and the fulfillment of the terms and conditions herein contained.

DEVELOPER'S INDEMNITY

The developer firm hereby undertakes to keep the owners' indemnified of all third party claims and actions arising out of any sorts of act, omission or commission of the developer firm in relation to the construction of the said new building strictly in terms of the Kolkata Municipal Corporation and the plan sanctioned by the KMC. **FURTHERMORE** the developer firm hereby undertakes to keep the owners indemnified against allocations, suits, costs, claims and proceedings that may arise out of the developer's share of allocation in regard to the development of the said premises and in the matter of constructions of the building and any defect thereof.

WHEREAS we are the **OWNERS / FIRST PART** herein namely (1) **SRI-SHAMBHU GHOSH**, son of Late- Jiban Krishna Ghosh, residing at 15, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008 (2) **SRI- TARUN KANTI DAS** (3) **SRI- TAPAS KUMAR DAS** both sons of Sri- Sudhangshu Sekhar Das (4) **SRI- DIPAK DAS**, son of Late- Hinangshu Sekhar Das all are residing at 43A/4, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008 and (5) **SRI- BIMAL KUMAR DEBNATH**, son of Sri- Bankim Chandra Debnath, residing at 91, K.C. Mitra Road, Bhattacharya Para, P.S- Baruipur, Kolkata-700 144 do hereby nominate, constitute and appoint the **DEVELOPER FIRM/SECOND PART** herein through it's partners namely (1) **SRI- TARUN KANTI DAS** son of Sri- Sudangshu Shekhar Das, by caste- Hindu, by occupation- Business, by nationality- Indian, residing at 43A/4, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008, District:- South 24 Parganas (2) **SRI- DIPAK DAS** son of Late- Himangshu Shekhar Das, by caste- Hindu, by occupation- Business, by nationality- Indian, residing at 43A/4, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008, District:- South 24 Parganas (3) **SMT. PIYALI SENGUPTA** wife of Sri- Sabyasachi Sengupta, by caste- Hindu, by occupation- Business, by nationality- Indian, residing at 303A, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008, District:- South 24 Parganas and (4) **SRI-SOMNATH GHOSH** son of Sri- Ajoy Ghosh, by caste- Hindu, by occupation- Business, by nationality- Indian, residing at 11, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008, District:- South 24 Parganas jointly as our true and lawful **ATTORNEYS** and/or **AGENTS** for us and in our name and on our behalf to do, execute and perform all or any of the acts, deeds, things and matters which are as follows:-

1. To look after, manage, supervise and administer jointly our said property or properties which is fully described in the **SCHEDULE** written herein above on our behalf.
2. To enter into agreement for sell of our said properties and to do all other acts, deeds and things and to lease, mortgage and all other things according to Transfer of Property Act, 1882.

3. To receive from the intending purchaser or purchasers for transferring of any portion of the property or properties of the developer's allocation and to take earnest and/or advance money in cash/ cheque/draft by the **ATTORNEYS** hereto, in that connection.
4. Upon such receipt on behalf of the developer firm the **ATTORNEYS** will sign, execute all deeds, things and agreements relating to the said property or premises in favour of such purchaser/purchasers or his/her nominee/nominees, assignee/ assignees except exclusively our allocations.
5. To present any such deed or deeds of agreement, mortgage, lease or other document/documents executed by them to admit execution thereof and receipt of advance money and to do all other acts, deeds and things which our **ATTORNEYS** shall think necessary for transferring the said property or premises to such purchaser/purchasers as fully and effectually in all respects as **WE** could do the same ourselves.
6. To defend, contest and prosecute all cases, suits and proceedings if instituted by any person, firm, association or any other authority and to protect/safeguard our interests in all respect and in that case our **ATTORNEYS** shall be empowered to engage any Advocate/ Advocates by furnishing the Vakalatnama to contest, defend and prosecute in any court of law.
7. To institute any case, suit or proceeding before any court of law against any person, firm, association in connection of our said property and in that respect our **ATTORNEYS** shall be empowered to appoint and/or engage any Advocate or Advocates by furnishing the Vakalatnama for and on our behalf.
8. To file and sign in plaint, written statements, verifications and petition etc. and to swear affidavit on our behalf and to submit the same in any court of law.
9. To appear in the office of the Kolkata Municipal Corporation, CESC, other authorities and/or local bodies and Govt. offices and to sign all relevant papers and documents relating to our said property on

behalf and in our favour and to get sanction of the building plan in our names.

10. To apply for and to obtain all necessary sanction or sanctions and clearances of the said building for and on our behalf.
11. To prepare and submit the building plan or any revised plan or alternate building plan or plans by the said **ATTORNEYS** on our behalf.
12. To make and present any deed of conveyance or conveyances or other documents for registration of **DEVELOPER'S ALLOCATION** to be executed by our said **ATTORNEYS** and submit the same and to admit, execution and registration thereof before the registering authority or authorities such as D.R, D.S.R, A.D.S.R or such other registering office or offices on our behalf.
13. To represent on our behalf before the office or offices of the Kolkata Municipal Corporation and to sign all necessary paper/papers, document/ documents on our behalf for mutation of our names in the KMC record in respect of the said property.
14. Our **ATTORNEYS** shall be empowered to do all acts, deeds and things stated above relating to our said property and those shall be construed as the acts, deeds and things done by us personally.

AND WE do hereby agree to ratify and confirm whatever all acts, deeds and things lawfully and bona fide done by our **ATTORNEYS** which shall be construed as acts, deeds and things done by **US** to all intents and purposes as if **WE** were personally present.

AND FURTHER we the above named (1) Sri- Shambhu Ghosh (2) Sr-Tarun Kanti Das (3) Sri- Tapas Kumar Das (4) Sri- Dipak Das and (5) Sri-Bimal Kumar Debnath also do hereby undertake to ratify and confirm that whatever our said **ATTORNEYS** may lawfully do, execute or cause to be done or executed or performed by virtue of these presents or this General Power-of- Attorney.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals to this presents on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the **PARTIES** in the presence of :

WITNESSES :

1. Subhendu Roy
S/o, Late Sanku Ranjan Roy
30/A, Nalolia Para
Road
Kolkata - 700008

2. Subhas Nanda
C/o - Subodh Mohan Nanda
106 Nalolia para Rd.
Kolkata - 700008

3. Arindama Sengupta
or Taritika Sengupta
36/A, Nalolia Para Rd
Kolkata

5)



লেখকদের সাক্ষরিত
৩: স্বাক্ষরিত সাক্ষরিত সাক্ষরিত

- 1) Janu Kanti Das
- 2) Tapas Kumar Das
- 3) Sifan Das
- 4)

signature of the **OWNERS /**
FIRST PART.

- 1) Janu Kanti Das
- 2) Sifan Das
- 3) Tiyali Sengupta
- 4) Somnath Acharya

signature of the **BUILDER /**
SECOND PART.

THE NET CONSTRUCTION

Drafted by :

Swapan Kumar Bhattacharya .
Advocate

Alipore Judges Court
Kolkata - 700 027.

Partner

Read over and explained by me .

S. Bhattacharya .
Adv.



A.D.S.R. Behala

10 SEP 2014

Dist. South 24 Pgs.

IN WITNESSES WHEREOF WE (1) SRI- SHAMBHU GHOSH (2) SRI-TARUN KANTI DAS (3) SRI- TAPAS KUMAR DAS (4) SRI- DIPAK DAS and (5) SRI- BIMAL KUMAR DEBNATH the principals herein have set and subscribed our hands on this the 10th day of September, 2014.

SIGNED SEALED AND DELIVERED
in presence of-

WITNESSES:-

1. Subhojit Roy
S/O, Late Sanku Ranjan Roy
30/A, Nabalia Para Road
Kolkata - 700008

2. Subhas Mondal

Cate. Sumnath Mohan Mondal

106. Nabalia para Rd.
KOL - 700008

3. Aniruddha Sengupta
at Taritaba Sengupta
30/A, Nabalia Para Rd
Kolkata-8

5)



Handwritten signature in Bengali script.

- 1) Tarun Kanti Das
- 2) Tapas Kumar Das
- 3) Dipak Das
- 4)

signature of the PRINCIPALS.

- 1) Tarun Kanti Das
- 2) Dipak Das
- 3) Aniruddha Sengupta
- 4) Sumnath Mohan Mondal

NET CONSTRUCTION
signature of the ATTORNEYS.

Partners












Drafted by
Swapn Kumar Bhattacharya.
Advocate

Alipore Judges' Court,
Kolkata- 700 027.


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PHOTO	left hand					
	right hand					

Name

Signature

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	left hand					
	right hand					

Name SHAMBHU GHOSH

Signature  *শ্যামভূ গোস্বামী*

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	right hand					












Name

Signature

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PHOTO	left hand					
	right hand					












Name

Signature

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	left hand					
	right hand					












Name TARUN KANTI DAS

Signature Tarun Kanti Das

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	left hand					
	right hand					












Name TAPAS KUMAR DAS

Signature Tapas Kumar Das

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	left hand					
	right hand					












Name DILAK DAS

Signature Dilak Das












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	left hand					
	right hand					

Name BIMAL KUMAR DEBNATH












Signature Bimal Kumar Debnath

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	left hand					
	right hand					












Name.....TARUN KANTIDAS
 Signature.....Tarun Kantidas

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	left hand					
	right hand					

Name.....DIPAK DAS
 Signature.....Dipak Das

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	left hand					
	right hand					

Name.....PIYALI SENGUPTA
 Signature.....Piyali Sengupta

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	left hand					
	right hand					

Name.....SAMRATH GHOSH
 Signature.....Samrath Ghosh



A.D.S.R. Behala

10 SEP 2014

Dist. South 24 Pgs.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 25
Page from 5141 to 5169
being No 07846 for the year 2014.



(Asish Goswami) 15-September-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA
Office of the A.D.S.R. BEHALA
West Bengal