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- 11.7 The owners shall grant to the Developer a registered Development Power of Attorney as may be required for the purpose of sanction of revised plans and all necessary permission and sanction for the different authorities in connection with the construction of the building and obtain utilities for different authorities and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authorities.
- 11.8 That to assign or transfer of the Developer's Allocation of the premises to its ultimate assignees/nominees/transferees/allottees the owners shall empower the Developer to sell/transfer its Developer's allocation at any terms and at any price which the Developer deem fit and proper by virtue of the said Development Power of Attorney to be registered in favour of the Developer by the owners.

#### ARTICLE XII-OBLIGATION OF THE DEVELOPER

- 12.1 The Developer hereby agree and covenant with the owners to complete the construction and delivery of the possession of the owners' allocation to the owners in the new building at the said premises in terms of the sanction plan within 24 months with a grace period of 6 months from the date of sanction of plan whichever subject to force majeure and / or reasons beyond control and without any prejudice to the other terms contained in these presents and the Developer must obtain the sanction plan within 6 months from the date of execution of this Agreement if the project can be made without amalgamation. If it is found by the competent authority that amalgamation is necessary for the said development thereon then in such event another grace period shall be granted by the Owners to Developer for the purpose of such amalgamation.
- 12.2 The Developer hereby agrees and covenants with the owners not to violate or contravene any of the provisions of Rules applicable for construction of the new building at the said premises.
- 12.3 The Developer hereby agrees and covenants with the owners not to do any act deed or thing whereby the owners are prevented from enjoying transferring, assigning and / or disposing of any of the owners' Allocation in the new building at the said premises.
- 12.4 The Developer hereby agrees and covenants with the owners that Developer shall bear and pay the all municipal and statutory rates, taxes and other dues and outgoings in respect of the said premises without any objection.
- 12.6 The Developer shall be fully liable and responsible to comply with the obligations and provisions made in Clause 8.1 under Article VIII stated hereinabove.

#### ARTICLE XIII-OWNERS' INDEMNITY

- 13.1 The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and / or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and / or its part to be observed and performed.



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- 13.2 The owners hereby undertake to keep the Developer indemnified against all third party claims and action against the said premises in respect of the title to the said land and / or premises.

#### ARTICLE XIV-DEVELOPER'S INDEMNITY

- 14.1 The Developer hereby undertake to keep the owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building at the said premises.
- 14.2 The Developer hereby undertakes to keep the owners indemnified against all actions, 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 said building at the said premises and / or for any defect thereon and / or for dealing with the Developer's Allocation as well as the owners' share

#### ARTICLE XV-MISCELLANEOUS

- 15.1 It is understood that from time to time facilitate the construction of the new building at the said premises by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the owners and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been mentioned herein, and the owners hereby undertake to co-operate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the owners shall execute to sign all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the right of the owners and/or go against the spirit of this Agreement.
- 15.2 The Developer shall frame scheme for the management and administration of the said building at the said premises and/or common parts thereof. The owners after getting their respective allocations hereby agree to abide by all the Rules and Regulations of such Management / Association / Holding organization and hereby give their consent to abide by the same.
- 15.3 As and from the date of completion of the new building, the Developer and / or its transferees and the owners and/or their transferees shall each be liable to Pay and bear proportionate charges on account of Wealth Tax and other taxes payable in respect of their allocation
- 15.4 The entire roof/terrace of the building shall belong to the owners and the Developer in their area sharing proportions. If by virtue of any change, the Kolkata Municipal Corporation allows any further construction to be made on the said terrace, such construction shall be made by the Developer at their own costs and expenses and the area so to be constructed shall be shared in the same proportion by the parties hereto





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and in such event the ultimate roof shall belong to each of the parties herein or their nominees according to each of their proportionate share at the said premises as agreed hereto.

- 15.5 That the new building to be constructed on the said premises shall be known by such name as be decided by the Developer.

#### ARTICLE XVI – FORCE MAJEURE

- 16.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.
- 16.2 Force Majeure shall mean flood earthquake, riot, war, storm, tempest, civil commotion non availability of building material and/or any other act or commission beyond the control of the parties hereto.

#### ARTICLE XVII – JURISDICTION

- 17.1 In the event of any dispute, difference or question arising out of or in respect of this agreement or the subject matter thereof which may at any time arise between the parties hereto or any person claiming under them, shall be adjudicated by the competent Court of Law, having jurisdiction to entertain the same.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of revenue free land containing by estimation an area of 6 Cottah 14 Chittacks 20 Square Feet be the same a little more or less together with a one storied Tiles shed structure standing thereon having 400 Sq.ft. more or less lying situate at and being Premises No. 61, Paikpara Row, Kolkata – 700037 in Ward No. 4 of Kolkata Municipal Corporation, Assessee No. 110041001264 in the District of South 24-Parganas, Police Station - Chitpur and Registration Office – A.D.S.R., Sealdah and the said premises is butted and bounded as follows :-

ON THE NORTH :	By Premises Nos. 43 and 42, Paikpara Row
ON THE EAST :	By Premises No. 62, Paikpara Row
ON THE SOUTH :	By 40' ft. Wide Paikpara Row
ON THE WEST :	By Premises No. 60, Paikpara Row

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

#### THE SECOND SCHEDULE ABOVE REFERRED TO



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**OWNERS' ALLOCATION** : Shall mean 55% share/space in the new building allocable to the owners in a good finished and habitable condition and constructed as per specification mentioned in the Third Schedule hereunder as follows :-

- a) Bikash Chandra Bhowmick : Two flats on third floor back portion of the building.
- b) Sujata Bhowmick, Roshmi Kundu and Shreya Bhowmick - Two flats on fourth floor back portion of the building.
- c) Chandan Kumar Bhowmick : Two flats on fourth floor front portion of the building.
- d) Pradip Kumar Bhowmick : Two flats on third floor front portion of the building.

**DEVELOPER'S ALLOCATION** : Shall mean and include rest of the constructed area of the building such as 45% share/space in the ground/parking floor and 45% share/space in the rest of the floors along with undivided and proportionate shares of the land, common use of ultimate roof and common facilities which shall absolutely belong to the Developer and / or their nominee/s or assignees and / or transferee/s.

### THE THIRD SCHEDULE ABOVE REFERRED TO

- |                             | (SPECIFICATION OF THE BUILDING)  |
|-----------------------------|--|
| 1. <b>FOUNDATION</b>        | RCC Foundation and framed structure.   |
| 2. <b>BRICK WORKS</b>       | Brick Work 8", 5" and 3" with specific plaster   |
| 3. <b>FLOORS</b>            | All rooms, dinning, verandah and balconies would be furnished with 2' X 2' Marble/Tiles. |
| 4. <b>TOILETS</b>           |  |
| (a)                         | Flooring would be furnished with Marble/Tiles and 6" skirting                            |
| (b)                         | Wall tiles dado upto 5' - 6" height.   |
| (c)                         | One Porcelain commode. (Hanging) (Brand : CERA/HINDWARE or similar)                      |
| (d)                         | C.P. shower, bib cock with low does PVC system.  |
| (e)                         | Concealed G.I. P.V.C. lines.   |
| (f)                         | Partition wall of Toilet - 5" brick work.  |
| (g)                         | PVC Doors.   |
| (h)                         | White basin with pillar cock in one common bathroom.                                     |
| (i)                         | Geyser point in one bathroom.  |
| (j)                         | All toilet fittings will be installed of "ESSCO" Company or similar make.                |
| 5. <b>DOORS AND WINDOWS</b> |  |
| (a)                         | Wooden Frame with ply pellah.  |
| (b)                         | Main door and one latch lock.  |
| (c)                         | Aluminum sliding window.   |





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6. PAINING:

- (a) All flats will be coated of paris.
- (b) All doors and M.S. Grill would be painted with Berger white Primer.
- (c) Outside building with super snowcem with two coats cement wash.

7. VERANDAH / BALCONY:

3' - 0" H.T. brick work.

8. STAIRS:

- (a) Wall paris in stair case.
- (b) 4' - 0" wall colour paint.

9. KITCHEN:

- (a) Blackstone polished platform.
- (b) 2' - 0" height tiles above the platform.
- (c) Sink.
- (d) Shelves below the platform.

10. ELECTRIC

- (a) Bed Room : 2 light points, 1 fan point, 1 plug point and 1 regulator.
- (b) Dinning/Drawing : 2 light points, 1 fan point, 1 plug point (15 A), 1 regulator, 1 cable point.
- (c) Toilet : 1 light point, 1 exhaust fan point and one geyser point.
- (d) Verandah/Balcony : 2 light point.
- (e) Entrance Door : 1 Bell point and 1 light point
- (f) Kitchen : 1 (15Amp) plug point, 1 exhaust fan point and 1 light point.
- 11. LIFT : One Elevator of reputed make will be installed as per architect design ( OTIS or similar make).
- 12. EXTRA WORK : Any extra work as desired by the Party including the Owners shall have to bear the cost in advance as per calculation.

### THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Areas and Amenities, Facilities)

- 1. Entrance and Exits.
- 2. Boundary walls, gate and entrance, the stair case.
- 3. Lift, Lift Well and Lift Machine Room.
- 4. Drainage and sewerage line.
- 5. Electric wiring and other fittings (excluding those installed within the exclusive area of any flat/apartment and / or exclusive to its use).
- 6. Staircase / landing, open roof.
- 7. Entrance, lobby, electric meter room / space.
- 8. Arrangement for water supply.



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9. Water pump, underground water reservoir, together with all the common plumbing installation for supply of water to the underground tank and delivery.
10. The pipes in vacant space / area around the floor of the building proposed to be constructed.
11. Such other common parts, areas equipments, installation, fittings, fixtures, ultimate roof and open space in or about the land and building.

IN WITNESS WHEREOF the parties above named have hereunto set and subscribed their respective hands to these presents on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

By the OWNERS at Kolkata  
in the Presence of :-

1. *Salaj Ranjan S. H.*  
18 A Tara Sanjay Sarmal  
Kul-37

2. *Uttam Shaw*  
48 Tala Park Avenue  
Kolkata, 37.

*Bikash Ch. Bhattacharya*

*Sigata Bhattacharya*

*Rashmi Kundu*

*Shreya Bhattacharya*

*Chandra Kumar Bhattacharya*

*Prady Kumar Bhattacharya*

Signature of Owners

SIGNED, SEALED AND DELIVERED

By the DEVELOPER at Kolkata  
in the Presence of :-

1. *Salaj Ranjan S. H.*

2. *Uttam Shaw*

DEBANGAN ESTATE PVT. LTD.

*Debanjan Kumar*  
Director

Signature of Developer





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RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand) only as non refundable consideration under these presents as per Memo given below

MEMO OF CONSIDERATION

Date	Cheque No	Drawn On	Amount
07.06.2019	000114/119	Bank of Baroda Talapat Branch	Rs. 1,20,000/-

Total	Rs. 1,20,000/-
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Rupees in Words : (Rupees One Lakh Twenty Thousand) only

WITNESSES :

1. Satish Ranjan S. Jh.

2. Uttam Shaw

Bikash Ch. Bhosmick

Srijata Bhosmick

Rashmi Kunder

Shreya Bhosmick

Chakrabarti Bhosmick

Pradyumn Kumar Bhosmick

Signature of Owners

Drafted by :

Kuntal Mukherjee

KUNTAL MUKHERJEE

Advocate












High Court at Calcutta

Bar Ass. Room No. 6

Erl. No. - WB/799/2011














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= 7 JUN 2014  
Dist.-South 24 Parganas

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					



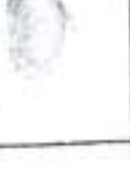


Name BIKASH CHANDRA BHOWNICK

Signature BIKASH CH. BHOWNICK

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name SUNITA BHOWNICK

Signature SUNITA BHOWNICK

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name ROSHMI KUNDU

Signature ROSHMI KUNDU
















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	right hand					



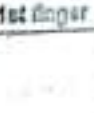

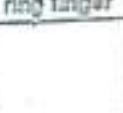






Name SHREYA BHOWMICK

Signature Shreya Bhowmick

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name CHANDAN KUMAR BHOWMICK

Signature Chandan Kumar Bhowmick












		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					


Name PRADIPT KUMAR BHOWMICK


Signature Pradipt Kumar Bhowmick




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		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name DEBASRATA CHAKRABORTY  
 Signature 

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name .....  
 Signature .....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name .....  
 Signature .....





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DATE SENT: \_\_\_\_\_ / PERMANENT ACCOUNT NUMBER \_\_\_\_\_

AEPPB7522G



NAME  
BIKASH CHANDRA BHOWMICK

FATHER'S NAME  
PHANI BHUSAN BHOWMICK

जन्म तिथि DATE OF BIRTH  
19-03-1955

SPINNER SIGNATURE

Bikash ch Bhoswade

23. 23.00

RECEIVED 10/15/2003

COMMISSIONER OF INCOME-TAX, W.B. - XI

Bikash ch Bhowmik

इस कार्ड के साथ / मिल जान पर कृपया जल्दी करण  
वाले प्राधिकारी को सूचित / वापस कर दें  
संयुक्त आयकर आयुक्त(प्रणाली एवं तकनीकी),  
पी-7,  
चौधुरी स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to  
the issuing authority :  
Joint Commissioner of Income-tax(Systems & Technical),  
P-7,  
Chowringhee Square,  
Calcutta- 700 069.

Bikash Ch. Bhattacharya



ভারত সরকার  
Government of India

বিকশ চন্দ্র বৈদিক  
BIKASH CHANDRA BHOWMICK  
পিতা : ফণি ভূষণ বৈদিক  
Father: PHANI BHUSAN BHOWMICK  
জন্মতারিখ / DOB: 1960, 1955  
লিঙ্গ / Male



5927 6828 3283

আমার আধার, আমার পরিচয়

Bikash ch. Bhowmick



ভারতীয় পরিচয় পরিষদ  
Unique Identification Authority of India

ঠিকানা:  
60, পাইক বাজার রো,  
কলকাতা, পশ্চিম বঙ্গ, 700037

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Bikash ch. Bhowmick



