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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A.R.A. W 267092
III

Confirm that the document is admitted in
the court of law and the
signature is genuine and
correctly placed.

[Signature]
Notary Public
Kolkata

[Signature]
Notary Public
Kolkata

22 JUN 1973

THIS AGREEMENT made on this 17th day of June

=8198272/16
Kolkata

Two Thousand Sixteen **BETWEEN** (1) **SRI FATIK KUMAR SOU MONDAL** allies **FATIK CHANDRA MONDAL**, (2) **SRI MIHIR KUMAR SOU MONDAL** allies **MIHIR KUMAR MONDAL** AND (3) **SRI PRADYUT KUMAR SOU MONDAL** allies **PRADYUT KUMAR MONDAL**, all sons of Late Anath Bandhu Sou Mondal, all are residing at Village - Bhiringi, Mondal Para, P.O. - Durgapur - 713 213, P.S. Durgapur, District - Burdwan, hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART AND M/S. BHULOK CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 and having its registered office at 18, Rabindra Sarani, Ground Floor Shop No. 4, Kolkata -700 001, represented by its Director **SHRI RANJAN SUREKA**, son Late B. K. Sureka, working for gain at 18, Rabindra Sarani, Ground Floor Shop No. 4, Kolkata -700 001, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **SECOND PART**.

WHEREAS :

- A. One Dinanath Sou Mondal was the sole and absolute Owners of various properties which is R.S. Dag No. 1746, 1747 of Mouza - Bhiringi, Touzi No. 4325, Khatian No. 180, P.S. Durgapur, District - Burdwan.
- B. Dinanath Sou Mondal died leaving behind two sons namely Indranarayan Mondal and Suryyanarayan Mondal, Indranarayan Mondal died leaving his only son Abinash Mondal and Suryyanarayan Mondal died leaving his only son Ramgati Mondal.
- C. Ramgati Mondal died leaving behind his widow Matibala, Matibala acquired a widow's estate in respect of property left by her husband Motibala died on December 22, 1967. The said Matibala had no issues.
- D. Abinash Mondal died leaving behind his only son Anath Bandu Sou Mondal as his only legal heir. After the death of Matibala this property developed upon the Anath Bandhu Sou Mondal as the sole legal heirs.

- E. Anath Bandhu Sou Mondal have filed a suit for recovery of khas possession of suit property upon declaration of his title to the property and right to posses against Smt. Chanchala Bala Dasi in the court of Asansol. Decree passed by Sri A.K. Nandy subordinate Judge Asansol dated 5th February, 1971 in favour of Anath Bandhu Sau.
- F. After that the Defendant/Respondents have filed appeal against the Decree in the Additional District Judge 2nd Court of District Burdwan being Title Appeal No. 59 of 1971 which was allowed.
- G. The said Anath Bandhu Sou Mondal has filed Appeal from Appellate Decree No. 864 of 1972 in the High Court at Calcutta Appellate Civil Jurisdiction. This appeal is allowed. The Judgment and decree passed by the First Appellate court below are set aside and those of the Learned Subordinate Judge are restored.
- H. The said Ananth Bandhu Sou Mondal during his life time was owned seized and possessed of all that 54 Sataks land with all easement rights comprising in Dag No. 1746 and 1747 under Khatian No. 180 Mouza - Bhiringi, Touzi No. 4325, J.L. No. 68, P.S. Durgapur, District - Burdwan.
- I. By a Deed of Gift dated 12th August, 1978 and registered with the in Book No. 1, Being No. 3932 for the year 1978 made by and between Anath Bandhu Sou Mondal, son of Late Abinash Mondal therein referred to as the Donor of the One Part and (1) Fatik Chandra Mondal, (2) Sri Mihir Kumar Mondal, (3) Tarun Kumar Mondal and (4) Sri Pradyut Kumar Mondal all sons of Late Anath Bandhu Sou Mondal therein collectively referred to as the Donee of the Other Part, the Donor therein being the father of the Donee without any consideration and out of natural love and affection, transferred and granted unto the Donee All That the piece and parcels of land measuring 54 sataks and situated Mouza - Bhiringi, Dag No. 1746 and 1747 under Khatian No. 180, Touzi No. 4325, J.L. No. 68, P.S. Durgapur, District - Burdwan.
- J. The said Tarun Kumar Mondal died intestate on 4th November, 2003 leaving behind his three brothers namely Fatik Kumar

Sou Mondal, Sri Mihir Kumar Sou Mondal and Sri Pradyut Kumar Sou Mondal and One Sister Smt. Hira Mondal. It appears that Fatik Kumar Sou Mondal and Fatik Chandra Mondal are the same person.

- K. After that Sri Pradyut Kumar Sou Mondal, filed against Sri Fatik Kumar Sou Mondal, Sri Mihir Kumar Sou Mondal, Smt. Hira Mondal a partition suit in the court of the Ld. Civil Judge (Jr. Div.) First Court at Durgapur. The partition suit No. is T.S. No. 201 of 2004.
- L. Thereafter the parties filed a compromise/solenama petition on 10th March, 2005. As per Solenama Ld. Civil Judge (Jr. Div.) First Court passed a Decree showing partition of the suit property. By the said Decree the sister Smt. Hira Mondal relinquish her share in the Suit Property.
- M. The said Fatik Kumar Sou Mondal, Sri Mihir Kumar Sou Mondal and Sri Pradyut Kumar Sou Mondal are the sole and absolute owners of demarcated property measuring 42 Sataks out of 54 Sataks which is situated in R.S. No. 1746 and 1747 under Khatian 180, Mouza Bhiringi, Touzi No. 4325, P.S. Durgapur, District - Burdwan morefully and particularly described in the First Schedule hereunder written and hereinafter referred to as the said premises as owners thereof free from all encumbrances whatsoever.
- N. At or before execution of this Agreement : -
- i) The owners will deliver to the Developer originals of the title deeds, parcha, municipal taxes receipts, Records of Right, mutation certificate and all link deeds in respect of the said premises.
 - ii) The Developer has prima facie examined the total land area forming part of the said premises.
 - iii) The Developer satisfied itself as to the local condition and acknowledges that it shall be the responsibility of the Developer to take care of all local problems which the Developer may face while undertaking the work of construction at the said premises.

- iv) There is occupant in the said premises. Developer on its own cost and effort will get the occupants vacated the said premises
- v) The Developer assures the Owners that the Developer has adequate financial resources and necessary personnel and/or team to undertake development of the said premises.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE -I : DEFINITIONS.

In these presents unless contrary and/or repugnant thereto the following expression shall have the following meaning:

- 1.1 **OWNERS** shall (1) **SRI FATIK KUMAR SOU MONDAL** allies **FATIK CHANDRA MONDAL**, (2) **SRI MIHIR KUMAR SOU MONDAL** allies **MIHIR KUMAR MONDAL** AND (3) **SRI PRADYUT KUMAR SOU MONDAL** allies **PRADYUT KUMAR MONDAL** include their respective heirs, legal representatives, executors administrators and assigns.
- 1.2. **DEVELOPER** shall mean **M/S. BHULOK CONSTRUCTION PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 18, Rabindra Sarani, Ground Floor, Room No. 4, Kolkata-700 001 and its successor-in-interest or assignee.
- 1.3. **TITLE DEED** shall mean the Gift deeds in the favour of the Owners and other documents relating to the title of the Said Premises.
- 1.4. **PREMISES** shall mean all that piece and parcel of lands at Mouza-Bhiringi, R.S. Dag No. 1746 and 1747, Khatian No. 180, Touzi No. 4325, P.S. - Durgapur, District Burdwan measuring about 42.00 Sataks (more fully and particularly mentioned and described in the First Schedule Part - "A" hereunder written.

- 1.5. **NEW BUILDING/BUILDINGS** shall mean and include the proposed building or buildings to be constructed, erected and completed by the Developer in accordance with the map or plan to be sanctioned by Durgapur Municipality on the said premises or any modification thereof.
- 1.6. **COMMON FACILITIES AND AMENITIES** shall mean and include all areas and utilities in the said Project which has not been specifically allotted or sold and shall be common for all the Unit holders and all its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the owners of each individual unit in the complex proportionately.
- 1.7. **SALEABLE SPACE** shall mean only Developer's allocation of the said Project and/or Buildings forming part of the said premises available in such part or size or dimension for independent use and occupation and will include the undivided, impartible, proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.
- 1.8. **OWNER'S ALLOCATION** shall mean the 31% of the total covered area of the total constructed area of the premises allocable to the owner in terms of this agreement comprising of various flats/units/roof apartments, constructed specific space, open spaces and/or car parking spaces both open and covered Together with the undivided proportionate share in the land comprised in the said premises and attributable thereto And Together with the undivided proportionate share in all common parts portions areas and facilities location, advantage and market value fully described in the Second Schedule hereunder written.
- 1.9. **DEVELOPER'S ALLOCATION** shall mean the balance 69 % of the total covered area of the total constructed area in the new building to be constructed over the Schedule Premises as per sanction plan duly approved by the

Durgapur Municipality allocable to the Developer in terms of this agreement comprising of various flat/units/apartments, roof constructed specific spaces, open spaces and/or car parking spaces both open and covered **AND TOGETHER WITH** the undivided proportionate share and interest in the land and share in all common parts, portions, areas and facilities including location, advantage more fully described in the Third Schedule hereunder Written.

- 1.10. **ARCHITECT** shall mean the person or persons who may be appointed by the Developer for designing and planning of the said Project.
- 1.11. **BUILDING PLAN** would mean such plan or plans prepared by the Architect for the construction of the said Project to be sanctioned by the Durgapur Municipality together with any modifications and/or alterations which may be necessary and/or required.
- 1.12. **PROJECT** shall mean the Project undertaken by the Developer on the said premises to be constructed, erected and completed in the buildings to have various self contained units apartments and car parking spaces capable of being held and/or enjoyed independently of each other.
- 1.13. **SPECIFICATION** shall mean the specifications required for the purpose of construction of the said New Buildings as may be decided by the Architect morefully described in the **FOURTH SCHEDULE** hereunder written.
- 1.14. **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 a multi storied building to the intending purchasers/ Lessee/Tenants.
- 1.15. **TRANSEEREE** shall mean a person firm, limited company, association of persons to whom any space in the said Project has been transferred.

- 1.16. Words importing singular shall include plural and vice versa.
- 1.17. Words importing masculine gender shall include Feminine and Neuter genders like wise words imparting feminine general shall include masculine and neuter genders and similarly words imparting Neuter gender shall include masculine and feminine genders.

ARTICLE-II (COMMENCEMENT)

- 2.1. This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.
- 2.2. Unless terminated in the manner as hereinafter appearing or by mutual consent this agreement shall remain in full force and effect until such time the said project is completed.

ARTICLE-III : OWNER'S RIGHT AND REPRESENTATION

- 3.1. At or before entering into this Agreement the Owner has assured and represented the developer as follows:-
- i) That the owner are the absolute owner having a clear, marketable title of the entirety of the said Premises more fully described in the First Schedule hereunder written.
 - ii) That the said premises more fully described in the First Schedule is free from all encumbrances charges, liens, dispendens, attachments, trusts whatsoever or howsoever.
 - iii) That the owner are in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or persons in any part or portion thereof.

- iv) That the Owners or their Predecessors-in-Title have not entered into any agreement for sale, transfer, lease and/or development nor has created any interest of a third party into or upon the said premises or any part or portion thereof.
- v) That the owners do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- vi) That all municipal rates taxes and other outgoings payable in respect of the said premises upto the date of execution of this agreement have been paid and/or shall be paid by the owners and the owners have agreed to keep the developer its successor and/or successors saved harmless and fully indemnified from all costs charges claims actions, suits and proceedings.
- vii) That there is no suit or legal proceeding pending before any of the Courts nor there is any threat of any legal proceedings being initiated against the owners in respect of the entirety of the said premises on any account whatsoever or howsoever.

3.2. After searching the said premises the Developer being satisfied and prima facie accepted the title of the owners but subsequently if it is found that there was/is any sort of defects/encumbrances in any part/portion of the land of the owners pertaining to the said premises that will be rectified by the Developer at the cost of the Developer with the assistance of the owners.

3.3 The owners or their authorised representatives shall be entitled to inspect the progress of the construction work and materials used for the construction and they shall be entitled to point out the Architect any defects in the construction work, quality of workmanship or materials used when such defective work is in progress or being

executed or such material is brought on site. If the Architect will be satisfied about the objections raised, the said Architect shall certify the same written and direct the builders to rectify the defect at their own cost in the said construction work or remove such defective materials and the same shall be rectified or removed by the builders as directed.

ARTICLE -IV : DEVELOPER'S RIGHTS

- 4.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of the Developer to be paid, performed and observed the owners have agreed to grant the exclusive right of development in respect of the said premises and to undertake development of the said premises whereby the Developer shall be entitled to undertake the said project and construct erect and complete the buildings (G + 4 floors) comprising of several self contained units apartments and car parking spaces to be held and/or enjoyed independently of each other.
- 4.2. **NOTHING** in these presents shall be construed as a demise or assignment or conveyance in law by the owners of the premises or any part thereof to the Developer or as creating of any right, title or interest in respect thereof of the Developer other than an exclusive license and possession to the Developer to commercially develop the same in terms hereof and to deal with the Developer's allocation in the new building in the manner hereinafter contained.

ARTICLE -V : PLAN/PERMISSIONS

- 5.1. For the purpose of undertaking development of the said premises the Developer will cause a modified or revised or new map or plan to be prepared initially consisting of Ground and various upper floor and will submit the same to Durgapur Municipality for sanction and make construction of new building and/or buildings on the said premises as per the sanction building plan with such

modification in accordance with law and the Developer shall engage and/or appoint Architect, Engineers and other agents for the said purpose and shall make payment of their fees and/or charges. The Developer shall undertake that all future fees or other amounts payable in this connection will be paid by the Developer.

- 5.2. The Developer will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required and the owners hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.

ARTICLE -VI: SPACE ALLOCATION

- 6.1. Within 33 months from the date of sanction of building plan and commencement of work after delivery of possession of said premises with a grace period of 6 months, the Developer shall deliver the owner's allocated area as described here in above.
- 6.2. It is agreed between the parties that the developer shall be entitled to book and/or allot and/or enter into agreement only developer's allocation in the new/ proposed buildings.
- 6.3. That in so far as necessary all dealings by the Developer in respect of construction of the new building shall be in the name of the owners for which purpose the owners undertakes to give the developer the power of attorney in a form and manner as is reasonably required. It being however agreed that such dealing shall not in any manner fasten or create any financial liability upon the owner or effect right, title or interest of the Owners' property or owners' allocation in the new building over the area mentioned in Second Schedule.
- 6.4. That the owners undertake that as per demand of Developer, the owners shall execute the Deed of Conveyance or Conveyances or any other deed of like nature of transfer only developer's allocation in favour of the developer or its nominee or nominee at the cost of the

Developer or its nominee or nominees and the owners agree to join as Vendors in the said Deed of Conveyance or Conveyances, sale Deed, Lease etc. to be executed in respect of the transfer of the constructed area together with undivided proportionate share of the land underneath attributable to the Developer's allocation in favour of the intending purchaser and/or transferee and the Developer shall join as confirming party in the said Deed of Conveyance, Sale, Agreement, Lease etc.. The Developer shall be entitled to sale its allocation by the Power of Attorney to be conferred and executed by the owners to the Developer.

ARTICLE -VII: NEW BUILDING

- 7.1. After sanction of building plan the Developer shall at its own cost construct erect and complete the new building over the said premises in accordance with the building plan with good and standard materials including the portion of the owners' allocation as mentioned in second schedule written here under.
- 7.2. That the Developer shall be authorised to apply for and obtain temporary connection of water, electricity to the new building for the purpose of construction or enjoyment of the building.

ARTICLE -VIII OBLIGATION OF THE DEVELOPER AND INDEMNITY:

- 8.1. The Developer shall :
- i) The Developer at its own costs and effort shall cause the demolition of the existing building on the said premises.
 - ii) Take such steps as are necessary to divert all pipes, wires, cables or other conducting media in, under or above the project or any adjoining or neighbouring premises and which need to be diverted as a result of the development.

- iii) Install all electricity, gas, water, tele-communications, services and surface and soil water drainage to the premises and shall ensure that the same is connected directly to the mains.
- iv) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- v) Give necessary or usual notices for affecting the demolition and obtain no objection certificate for development, give notices to concerned department in respect of getting water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoings incidental to or consequential, on any such notice and indemnify the owner from and against all costs charges, claims, actions, suits and proceedings.
- vi) Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in constructions which may not be in accordance with the plan and has agreed to keep the owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- vii) Remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said project and/or new building and/or buildings in accordance with the said plan and has agreed to keep the owner save harmless and fully indemnified from and against all costs charges claims actions suit and proceedings.

- viii) Incur all costs charges and expenses for the purpose of constructing, erecting and completing the said new buildings in accordance with the said plan.
- ix) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.
- x) not expose the owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and /or required for the purpose of construction erection and completion of the said project.

8.2 **INDEMNITY**

- i) That the Developer hereby undertakes 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 related to the construction of the said New building.
- ii) That the Developer hereby undertakes to keep the owners indemnified against all actions, suits, costs and proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein. For any matter raised under this clause, only developer will be responsible to solve the matter legally.

ARTICLE-IX : ACCOMODATION FOR LAND OWNERS.

- 9.1 The Developer will provide a temporary accommodation for Fatik Kurnar Sou Mondal and Sri Mihir Kurnar Sou Mondal after the sanction of building plan and within 10 days of receiving Notice to vacate the said premises, the owners

should vacate the said premises and handed over the same to the Developer. The Owner Nos. 1 and 2 will shift to the temporary accommodation provided by the Developer(s) to the owners who will vacate the temporary accommodation as and when their new constructed area being ready.

**ARTICLE-X : COMMENCEMENT OF CONSTRUCTION
AND REIMBURSEMENT**

- 10.1. For the purpose of determination of the date of commencement of construction, the certificate of the Architect for the time being in respect of the said project shall be final conclusive and binding on the parties.

ARTICLE-XI: COMPLETION

- 11.1 Unless prevented by circumstances beyond the control of the Developer and/or circumstances amounting, to force majeure as hereinafter appearing the said project shall be constructed erected and completed within and period of 3 years from the date of commencement of the work of construction in accordance with the said plan (hereinafter referred to as the COMPLETION DATE) and time in this regard to be treated as the essence of the contract. For the purpose of completion the certificate of the Architect shall be final, conclusive and binding on the parties and similarly the common facilities and/or utilities will also be completed.

ARTICLE XII: MISCELLENEOUS.

- 12.1. The developer herein decided to sale, transfer, demise, devise, grant, provide and deliver the developer's allocation in the said premises. The Owners hereby authorised the Developer to have the booking of the flat received the earnest money to have the confirmation of Sale to allot the specific Unit to the intending Purchaser from Developer's allocation provide and deliver all the portions to all the prospective purchaser/s/buyer/s and/or transferee/s and for this purpose the owners

hereby authorized the Developer for signing and furnishing allotment declaration and receive the Consideration amount from the Purchaser provided that the owners of the land will not affected for any financial liability for such transaction.

- 12.2 In case the Owner's request the Developer to sale any portion of the Owner's allocation area the Developer will do the same and after deducting the cost of such sale including Brokerage etc. and pay the net sale proceeds to the Owners.
- 12.3 The Developer will exclusive entitled to charge and receive towards Transformer, and electric connections, H.T. and L.T lines, deposits for electric meter, costs for stand by Generator, capital cost for equipment and development, service tax, maintenance deposits and documentation charges and municipal rates and taxes from the intending purchaser and the Owners will not raise any claim in respective thereof. In the event the Owners and/or developer herein deciding retain for themselves any of the units, apartments, constructed spaces and car parking spaces then and in that event they shall be liable to pay and contribute the proportionate amounts as stated hereinabove. Provided that no such charge will be charged against the Owners if they wants to possess any flat (s) for their personal use from their own allocation.
- 12.4 The Developer will be entitled to borrow and/or take money any loans from any bank or banks or from any individual or Financial Institution or from any Financer for the purpose of completion of the construction work of the said building without creating any financial liability on the Owners or affecting his estates/property and in such event the Developer shall keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses thereof and keep the said property of the Owners free from all such claims.

In case the indenting purchasers are entitled to take loans from any Bank/Financial Institution to Purchaser any flat from Developer's allocation then the Owners shall co-operate in this regards in all respect.

- 12.5 The work of construction will be completed within a period of 3 years from the commencement of work subject to force majeure clause.
- 12.6. **AND IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN** the parties hereto that the Developer shall be entitled to enter into agreements for sale, transfer and/or lease in respect of the Developer's allocation in its own name and it will not be obligatory for the Owners to be confirming parties and in any event by this Agreement the Owners hereby consent to the same, subject to handover Owners' allocation to the Owners duly completed as per specification as mentioned in the Fourth Schedule hereinunder written.
- 12.6A The allocation of the Owners & developers as mentioned to this agreement will be specifically determined as per this agreement after obtaining the sanction plan by the concern municipality by executing a supplementary agreement which will be treated as part & parcel of this Agreement.
- 12.7 The Developer has paid to the Owners an aggregate sum of Rs.15,00,000/- (Rupees Fifteen lacs) on-y which shall be paid by the Developer to the Owners as refundable/ adjustable amount/deposit, which will not carry any interest and which shall be refunded/ adjusted by the Owners to the Developer after getting completion certificate from the concern Municipality and before being handed over the Owner's allocation to the respective Owners and the said amount will not carry any interest.
- 12.8. All disputes, and differences arising out of or in relation to this agreement shall be referred to arbitration under the provision of Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force.

- 12.9. Courts of Burdwan/Kolkata/Durgapur alone shall have the jurisdiction to entertained try all action, suits, proceedings arising out of this agreement.

ARTICLE -XIII: TITLE DEEDS.

- 13.1. The Owners hereby agree and undertake that they shall deposit the originals of the Deeds of Conveyances in respect of the said Premises with the Developer and the Developer shall keep the same in safe custody and shall offer the same for inspection and production as and when required by the intending purchaser of any unit in Project. The Owners will handover Xerox copy of all the documents relating to title including record of Durgapur Municipality before execution of this Agreement.

ARTICLE- XIV OWNER'S OBLIGATIONS

14. The Owners have agreed:
- i) To co-operate with the Developer in all respect for development of the said premises in term of this agreement.
 - ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time.
 - iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the project and/or Buildings in accordance with the said plan.
 - iv) To execute as well as register a General Power of Attorney in favour of the Developer or its nominee and/or nominees.
 - v) To execute the Deed of Conveyance/Lease Agreement in respect of the Developer's allocation in favour of the intending purchaser acquiring

units apartments constructed spaces and car parking spaces forming part of the **DEVELOPER'S ALLOCATION.**

- vi) To ensure that neither the Owners or any claiming under the Owners will do any such act deed or matter without any reason by which the Developer may be prevented or obstructed in any manner in respect of the Development of the said premises.

ARTICLE XV: DEFAULT AND REMEDIES

- 15.1. Unless prevented by natural calamity the Developer shall commit any default and/or breaches of any of the terms and conditions herein contained and in that event the instant Development agreement shall be cancelled and rescind save and except the time schedule for completion of the said project which may be extended for six months. It is clearly mentioned that the Developer shall start the said project within a year from the date of execution of this agreement positively.

ARTICLE XVI: PROCEDURE.

- 16.1. The Owners shall execute a General Power of Attorney in favour of the Developer and/or its nominee and/or nominee as any be required for the purpose of obtaining necessary permission, approvals and sanctions from different authorities in connection with the construction of the said new buildings and also for pursuing and following up the matter with the Durgapur Municipal Corporation, Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Building (Construction and Transfer) by promoter Act, Pollution and Environment Control Authorities, Directorate of Electricity, for obtaining Lift Licence, Permission for Generator, for obtaining Sewerage Connection, Water, Electricity supply Police Authorities and/or modification and changes of the plan and for obtaining the completion and Occupancy Certificates and other Authorities and for booking and/or entering into

agreement for sale of saleable area out of Developer's allocation.

- 16.2. The Owners after sanction of the building plan the Developer identifying the owner's allocation in the said plan.
- 16.3. It is agreed that the Developer shall be entitled to appoint Advocates, Chartered Accountants, Experts, Engineers, Architects, Employees, Workmen, Contractors and others and also to commence prosecute and defend all suits actions and proceedings, civil criminal and revenue, at its own costs and expenses and also take all steps in connection with matters of development of the said premises and construction of the building at the said premises and for recovery of all claims, monies, by and against all parties relating to the matters of development and construction at the said premises and also to sign, verify, deliver, reverify all pleadings, plaints, written statements, affidavits, petitions, vakalatnamas, warrants of attorney and other applications, execution applications, memorandum of appeals, cross objections, agreements or reference to arbitration, statements of claims, statement in reply, counter statement from time to time and confess judgements and accept arbitration decisions.

ARTICLE XVII : BUILDING

- 17.1. The Developer shall at its own costs construct, erect and complete the Project on the said premises in accordance with the sanctioned plan as per the specifications described in the Fourth Schedule hereunder written and the common facilities and amenities hereinbefore mentioned with first class materials as may be certified by the Architect of the said Project and the same shall be completed within the said Completion date.
- 17.2. Subject as aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the

specifications details whereof are mentioned in the fourth schedule hereunder written.

- 17.3. It is made clear that the all unit buyers thereof shall share in common the proportionate charges for payments, deposits made to W.B.S.E.B./C.E.S.C. for H.T./L.T.Line charges, all cable installations, contractor's remuneration, transformer, meters, sub-meters and cables and their installation charges and accessories and payment and Service Tax in respect thereof shall be made to the Developer.
- 17.4. The Developer shall be authorized in the name of the Owners in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement, iron bricks, sand other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the project and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees as power of Attorney and other authorities as shall be required by the Developer.
- 17.5. The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners construct and complete the Project and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 17.6. All costs, charges and expenses including Architect's Structural Engineers' fees shall be discharged by the Developer and the Owners shall bear no responsibility in this context.
- 17.7. The Owners shall not cause any obstruction or interference in the Developer continuing with the construction, erection

and completion of the said Project as well as ensure that no one else claiming any right title interest through or behalf of the Owners will obstruct or create any problem or difficulty in such construction.

ARTICLE XVIII : FORCE MAJEURE :

- 18.1 The Developer herein shall not be treated at default and the Developer's obligations and covenant will be suitably extended under the Force Majeure Clause. Force Majeure shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storms, tempest, fire, civil commotion, air raid, strikes (including by contractor/construction agencies) lock out, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, any claim or disputes or clouds relating to or concerning the Owner's right, title, interest of the said land including the statutory department such as B.L. & L.R.O, ULC, Municipality etc., shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the parties herein.

16. GENERAL POWER OF ATTORNEY

The Owner does hereby nominate constitute appoint the said **M/S. BHULOK CONSTRUCTION PVT. LTD.**, a Company incorporated under the companies Act, 1956, represented by its Director, **SHRI RANJAN SUREKA**, son Late B. K. Sureka, hereinafter referred to as "the said Attorney" to be true and lawful attorney to act through its authorised representative for owner and in owner's name and on owner's behalf, do perform exercise and execute or cause to be done, performed exercised and executed all or any of the following acts, deeds, matters and things relating to the said premises that is to say:-

1. To sign and execute on my behalf and in my name all agreements, deeds, documents and papers, including Agreements for Sale/Lease and Deeds of Conveyance in

favour of the intending purchasers/transferees/ lessees in respect of any part or portion of the said premises in respect of Developer's allocation and to present any or all of them for registration, if necessary, before the relevant authorities having jurisdiction including the Registrar, District Registrar, Sub-Registrar, Joint Sub-Registrar and the Registrar of Assurances, Kolkata and Sub-Registrar of Durgapur to appear and represent me before the said authorities at all times as may be necessary and to present documents and to admit the execution of the said agreements, deeds, documents and papers as well as to admit the receipt of consideration on my behalf and to take all necessary steps and to do all necessary acts, deeds, matters and things including preparing, filling up, completing signing and submitting all papers, documents, forms, declarations, statement, memo of consideration and writings to be submitted at the time of registration of the said agreements, deeds documents and papers which may be required for fully, properly and effectually selling, transferring, conveying and leasing any part or portion of the said premises in respect of Developer's allocation.

2. To prepare sign execute submit enter into modify cancel confirm alter draw approve and/or register and/or give consent and confirmation to all papers, documents, supplemental agreements, construction, contracts, consent, Declarations prescribed forms, affidavits, applications, undertakings, indemnities plans and other documents as may in any way be required to be so done.
3. To issue and deliver valid and effectual receipts and discharges on our behalf for all money or monies which the said Attorney shall receive as and by way of consideration for sale of any part or portion of said premises in respect of Developer's allocation.
4. To appoint and terminate the appointment of Architects, Engineers and Surveyors for survey and soil testing and also for preparation of plans for construction of

building(s) at the Premises and also for any additions and/or alterations and/or modifications thereto and to have such plans prepared and the soil of the premises tested and make construction and development of the said premises and all other activities relating thereto.

5. To make prepare, apply for and submit the plan(s) for constructions of building(s) at the premises to the Durgapur Municipality and other relevant authorities for sanctioning and have the same sanctioned and, if so deemed fit and proper, to have the plan(s) submitted and/or sanctioned as stated above, modified and/or altered by the Durgapur Municipality and/or other relevant authorities and in connection therewith to submit for inspection the title deeds and copies thereof and other papers and documents to the concerned authorities and to take back the same and obtain such plan as well as Completion Certificate and all other permission as may be required from time to time.
6. To pay, deposit and/or incur necessary fees, charges and expenses relating to sanction of the plan(s) and to obtain sanction(s) and such other order or orders or permissions from the relevant and necessary authorities as be expedient for such sanctioning, modification and/or alteration of the plan(s).
7. To have the premises mutated in the name of the new Purchaser as the owner thereof in the records of the Durgapur Municipality and in all public records and with all authorities and persons (including the Durgapur Municipality) and in connection therewith to pay fees and other charges and to submit the title deeds and copies thereof and other papers and documents to the concerned authorities and to take back the same.
8. To appear and represent the Appointer as fully and effectually before the relevant and necessary authorities and Government Departments and/or its officers and also all other State Executive, Judicial or Quasi Judicial

authorities including the Kolkata Municipal Corporation, Fire Brigade, Competent Authority under Land (Ceiling & Regulation) Act, 1976 Police Authorities etc. and if necessary to apply for and obtain all permissions, no objections, sanctions and approvals from them or any of them in connection with the mutation, construction and development if necessary, of the premises and sanction(s), modification(s) and/or alteration(s) of plan(s) including boundary verifications.

9. To apply for and obtain necessary permissions, certificates, approvals, no objections etc. for sanction(s) of the plan(s) and/or construction of building(s) at the premises from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and other officers and authorities and in connection therewith to submit for inspection title deeds and copies thereof and other papers and documents and to take back the same.
10. To receive refund of the excess amount of fee, if any, paid for the purposes herein stated and to give valid and effectual receipts and discharges in respect thereof.
11. To appoint and discharge from time to time security personnel, durwans, guards and watchmen for protection and security of the premises and the building materials.
12. To apply for and obtain from the relevant authorities C.E.S.C. new electricity, gas, telephone, water, drainage, sewerage, cable connections and/or connections of any other utilities and facilities and/or to make alterations therein and to close down, surrender and/or have disconnected the same as also such existing connections as may be required for obtaining such new connections.
13. To accept receive sign and acknowledge all notices and services of papers from any Court, Tribunal, Postal Authorities and/or other authorities and/or persons and

also all registered or insured letters parcels etc. relating to the said premises.

14. To commence, prosecute, enforce defend answer and oppose all suits, actions, and other legal proceedings and demands civil criminal or revenue, before any Court of law or any authority concerning the premises or any of my affairs in connection therewith or any of the matters aforesaid in which I am now or may hereafter be interested or concerned and to give evidence and to tender and file documents, if so, when necessary and also, if thought fit, to compromise, settle, refer to arbitration, abandon, submit to judgement or become non-suited in any such suit action or proceeding.
15. To sign declare verify and affirm all Vakalatnama, complaints, written statements, petitions, consent petitions, warrant of Attorney, memoranda of appeals, affidavits and all other documents or cause papers as the occasion shall require and/or as my said Attorney may think fit and proper.
16. To sign and execute the Agreement for Sale or any Deed of Sale or any other deed/documents, rectification Deed, Declaration, boundry declaration Gift to Durgapur Municipality on my behalf in connection with sale or lease out any portion of the said premises and/or any part thereof and present such deed or document for registration before appropriate registration office having jurisdiction over the propose immovable properties.
17. To take all necessary steps for payment of the taxes, government dues and other outgoings in respect to the said premises to any local authority, Government authorities and sign all necessary documents and papers including application form for mutation and appear before any authority on my behalf in connection with or in relation to any matter.

18. To sign all documents including the agreements for granting or rent/lease of the said premises or any part thereof and sign and execute all documents in this behalf.
19. To make gift, grant lease, let out, grant tenancy, licence with respect to the said premises and/or any part thereof of the Developer's allocation on such terms and on such consideration as my attorney may think fit and proper and for the aforesaid purposes to sign all papers, documents, affidavits, declaration, agreements, deed of conveyance on my behalf and receive all issues, profits, rents, licence fees, lease rentals, sale consideration and give receipt and valid discharge.
20. To receive consideration, rent, issues and profits and all other sums with respect to the said premises or any part thereof in my name and on my behalf and to give effectual receipts and discharges for all or any money which shall come to the hands of the said attorney by virtue of the powers herein contained.
21. To make, sign and verify all applications or objections to the appropriate authorities for all and any license, permission or consent etc. require by law in connection with the management, supervision and administration with respect to the said premises or any part thereof.
22. To sign and execute all deeds, instruments, documents and assurances which he will consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said premises or any part thereof including any modification, rectification and cancellation required to be done with respect to my interest in the said premises or any part thereof as I could do myself, if I were personally present.
23. To present any such documents for registration, to admit execution and receipt of consideration before the

concerned Sub-Registrar or Additional Registrar or District Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things which my said attorney shall consider necessary for conveying the said premises or any part thereof to any purchaser or purchasers as fully and effectually in all respect as I could do the same myself.

24. To institute, defend and prosecute, enforce or resist any suit or other action and proceedings, appeals, in any court of India, civil, criminal, revenue, or before any tribunal or arbitration or Income Tax Authorities or any other quasi judicial authorities on our behalf with respect to the said premises or any part thereof and to execute and sign Vakalatnama and other authorities to act and plead, to sign and verify plaints, written statements, affidavits, declarations, applications, petitions and other pleading including pleadings under Article 226 of the Constitution of India and also to present any memorandum of appeal and other legal processes, enforce judgement, execute any decree or order, to appoint and engage on my behalf any advocate, attorney, counsels as my said attorney would think fit and proper and to adjust, settle, compromise, withdraw the same.
25. For better and more effectually exercising all or any of the powers and authorities herein granted, to retain appoint and employ Advocates, Solicitors, lawyers etc. and to pay their fees and costs.
26. To receive, pay and/or deposit all moneys including court fees, stamp and registration fees, other fees etc. and to receive refunds thereof and grant valid receipts and discharge in respect thereof.
27. To warn off and prohibit and, if necessary, proceed in due form of law against any trespassers on the premises or any part thereof of those who have committed any breach of their covenants or obligations and to take

appropriate steps whether by action or distress or otherwise and to abate all nuisance.

28. For and/or any of the aforesaid purposes to sign execute verify and/or affirm for me and on my behalf and in my name all maps, plans, applications, letters, communications, documents, papers, writings and pleadings (including complaints, petitions, affidavits, written statements applications, Memoranda or Appeals, etc.) as may be required.
29. For all or any of the aforesaid purpose to represent me and to do all acts, deeds, things and matters concerning or connected with or relating to or touching the same and/or ancillary and/or incidental thereto.
30. **AND GENERALLY** to do all acts deeds and things concerning the power and authorities hereby granted in respect of the premises and for better exercise of the authorities herein contained which I myself could have done lawfully under my own hand if personally present.
31. **AND** I do hereby ratify and confirm and agree to ratify and confirm the acts, deeds, matters, things, powers and authorities that the said Attorney shall lawfully do, execute, perform and/or exercise or cause to be done, executed, performed and/or exercised by virtue of these presents and/or in exercise of the powers and authorities conferred hereunder or otherwise expressed or intended so to be.
32. **AND** I do hereby make it clear that the said Attorney shall be entitled to act through its authorized representatives.
33. **AND** we do hereby make it clear that the said Attorney will be entitled to act only the Developer's allocation.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the "Said Premises")

ALL THAT the various piece and parcels of lands lying and situated at Mouza - Bhiringi, J.L. No. 68, Resa No. 2477, Touzi No.

RS. 4325 in, Dag No. 1746 and 1747 under, R.S Khatian No. 180, P.S. Durgapur, District - Burdwan having a demarcated area of 42 Sataks more or less together with old tiles shed structure measuring about 1,000 Sq.ft..

THE SECOND SCHEDULE ABOVE REFERRED TO
OWNERS ALLOCATION

ALL THAT the 31% share of the constructed area of the proposed building together with open space roof and common area and facilities in the proposed building to be constructed in the said premises.

THE THIRD SCHEDULE ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

ALL THAT the all remaining 69% share of the constructed area, roof open space and common area and other area and facilities in the proposed building to be constructed in the said premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO
SPECIFICATION AND AMENITIES

STRUCTURE

- RCC frame structure with superior quality cement concrete
- Walls- Conventional brick work with cement plastering
- Wall finish-Plaster of Paris
- Lobby Finish
- Staircase- Green Marble

FLOORING

- Entrance Lobby - Marble or Vitrified tiles finish with borders.
- Common Area - Vitrified tiles finish

FLATS :

- Vitrified in hall and passage with skirting and borders
- Kitchen with vitreous flooring
- Rooms with vitreous flooring

DOORS

- Main entrance good quality frame and door with designer veneers
- Flush solid doors with veneers
- Master bedroom-Laminated wooden floor
- Hardware fittings of reputed brand

WINDOWS

- Superior quality of power coated Aluminum windows with 4 mm tinted glass.

KITCHEN

- Platform made of Granite
- Tiles upto 2 feet high above the kitchen counter
- Tiles in washing areas
- Stainless Steel Sink
- Two 15 AMP power points for refrigerator and exhaust fan

TOILETS

- Reputed brand fittings
- Anti-skid floor tiles
- Walls with designer tiles up to door height
- Hot and cold lines in shower
- Geyser and exhaust fan provision in toilets
- C.P. fittings of high quality
- Glass basin counter in one bathroom

ELECTRICAL

- All concealed copper wiring
- Modular switches of ISI Brand or equivalent
- Plug points in all switch board
- TV point in hall and all bedrooms
- Intercom system connection in drawing room

IN WITNESS WHEREOF the parties have set and subscribed their respective hands, seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
by the **OWNERS** at Kolkata in the
presence of :

Partha Nandy
10, K.S. Roy Road
Kolkata - 700001

Manav Roy Chowdhury
10, K.S. Roy Road
Kolkata - 700001

Faluk Mondal.
Mishra Mondal
Bhadra Mondal

SIGNATURE OF THE OWNERS

SIGNED, SEALED AND DELIVERED
by the **DEVELOPER** at Kolkata in the
presence of :

Partha Nandy
Manav Roy Chowdhury

SHILPK CONSTRUCTIONS PVT. LTD.
Ranjana Saha
Director

SIGNATURE OF THE DEVELOPER

Drafted by me -

Anand Kumar Roy
Advocate.
High Court
Calcutta
WB/1927/1978

MEMO OF CONSIDERATION

RECEIVED from the Developer a sum of **Rs. 15,00,000/-** (Rupees Fifteen lacs) only in the following manner as token money.

MEMO1) **Sri Fatik Kumar Mondal**

By Cash/Cheque No 458037 dt 16/6/2016 Rs. 10,50,000/-

2) **Sri Pradyut Kumar Mondal**

By Cash/Cheque No 458038 dt 16/6/2016 Rs. 1,50,000/-

3) **Sri Mihir Kumar Mondal**

By Cash/Cheque No 458039 dt 16/6/2016 Rs. 3,00,000/-

Rs. 15,00,000/-

(Rupees Fifteen Lacs only)

Witness
1) Partha Nandy

2)

Fatik Mondal.
Mihir Mondal
Pradyut Mondal

SPECIMEN FORM FOR TEN FINGERPRINTS



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



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



305 P.17





Government of West Bengal

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

OFFICE OF THE A.R.A. - III KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19030000819272/2016





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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri FATIK KUMAR SOU MONDAL Alias Shri FATIK CHANDRA MONDAL BHIRINGI MONDAL PARA, P.O.- DURGAPUR, P.S.- Durgapur, Durgapur, District-Burdwan, West Bengal, India, PIN - 713213	Land Lord		 C-4751	Fatik Mondal 17.6.2016
2	Shri MIHIR KUMAR SOU MONDAL Alias Shri MIHIR KUMAR MONDAL BHIRINGI MONDAL PARA, P.O.- DURGAPUR, P.S.- Durgapur, District- Burdwan, West Bengal, India, PIN - 713213	Land Lord		 C-4752	Mihirmondal 17/6/16

Additional Registrar of Assurance - III
Kolkata

17 JUN 2016

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

Sl No.	Name of the Executant	Category	Photo	Finger Print C-4753	Signature with date
3	Shri PRADYUT KUMAR SOU MONDAL Alias Shri PRADYUT KUMAR MONDAL BHIRINGHI MONDAL PARA, P.O:- DURGAPUR, P.S:- Durgapur, District:- Burdwan, West Bengal, India, PIN - 713213	Land Lord			Pradyut Mondal 17/06/16
Sl No.	Name of the Executant	Category	Photo	Finger Print C-4750	Signature with date
4	Mr RANJAN SUREKA 18 RABINDRA SARANI, GROUND FLOOR, SHOP NO. 4, P.O:- GPO KOLKATA, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Representative of Developer [BHULK CONSTRUCTION PVT LTD]			Ranjan Sureka 17/6/16. Prasenjit
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr PARTHA NANDY Son of Late ARUN KUMAR NANDY 210 BAKSARA VILLAGE ROAD, P.O:- BAKSARA, P.S:- JAGACHHA, Howrah, District:-Howrah, West Bengal, India, PIN - 711110	Shri FATIK KUMAR SOU MONDAL, Shri MIHIR KUMAR SOU MONDAL, Shri PRADYUT KUMAR SOU MONDAL, Mr RANJAN SUREKA		Partha Nandy 17/06/2016	

Additional Registrar - III

17 JUN 2016

(Balaram Adhikari)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
III KOLKATA
Kolkata, West Bengal



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB/37/265/348299

পরিচয় পত্র



Elector's Name : Mihir Mondal
নির্বাচকের নাম : মিহির মন্ডল
Father/Mother :
Husband's Name: Anandbansu Mondal
পিতা/মাতা/স্বামী/স্বামীস্বামীর নাম : অনান্দবানসু মন্ডল
Sex : Male
লিঙ্গ : পুরুষ
Age as on 01.01.95 : 34
০১.০১.৯৫ তারিখের বয়স : ৩৪

Address : Bhirangi Gram
Post - Durgapur 13
Dist - Bardwan

ঠিকানা : মিহির গ্রাম
পোস্ট - দুর্গাপুর ১৩
জেলা - বর্ধমান

Facsimile Signature
Electoral Registration Officer
নির্বাচক-নিবন্ধন অফিসার

265 Durgapur 2 Assembly Constituency
২৬৫ দুর্গাপুর ২ বিধানসভা নির্বাচন কেন্দ্র

Place : Durgapur
স্থান : দুর্গাপুর
Date : 27.02.95
তারিখ : ২৭.০২.৯৫

Mihir Mondal



ভাৰতীয় নিৰ্বাচন কমিশন
 भारत चयन आयोग
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD

WB/37/265/348337



নিৰ্বাচকৰ নাম : ফাটিক মন্ডল
 Elector's Name : Fatik Mondal
 পিতাৰ নাম : অনাথ বন্ধু মন্ডল
 Father's Name : Anath Bandhu Mondal
 লিংগ/সেই : পুৰুষ/ M
 জন্ম তাৰিখ
 Date of Birth : 11/12/1965

WB/37/265/348337

ঠিকনা
 পশ্চিমীয়া গ্ৰাম, দুৰ্গাপুৰ, বৰদ্বাৰা-713213

Address:
 BHRINGI GRAM, DURGAPUR,
 BURDWAN-713213

Date: 17/07/2014

277-দুৰ্গাপুৰ পশ্চিম বিধান সভাৰ নিৰ্বাচন অফিচৰ
 অফিচিয়েল স্বাক্ষৰ
 Facsimile Signature of the Electoral
 Registration Officer for
 277-Durgapur Paschim Constituency

কোনো পৰিৱৰ্তন হ'লে ইয়াক সঠিকভাৱে পূৰণ কৰিবলৈ আৰু ইয়াক এটা
 নতুন সফট কপি পৰিচালনা কৰিবলৈ - আন ১৯৬৫ চনত এটা
 পৰিচালনা কৰিবলৈ ইয়াক
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with same number.

Fatik Mondal
 27.6.2016



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB/37/265/348494

পরিচয় পত্র



Elector's Name : Pradyut Mondal
 নির্বাচকের নাম : প্রদ্যুত মন্ডল
 Father/Mother :
 Husband's Name: Anathbandhu Mondal
 পিতা/মাতা/স্বামী/স্বামীর নাম: অনাথবন্ধু মন্ডল
 Sex : Male
 লিঙ্গ : পুরুষ
 Age as on 01.01.95 : 29
 ১.১.১৯৯৫-এ বয়স : ২৯

Address : Biringi Gram
 Post - Durgapur 13
 Dist - Bardwan

ঠিকানা : চিড়িদি গ্রাম
 পোস্ট—দুর্গাপুর ১৩
 জেলা—বর্ধমান

Facsimile Signature
 Electoral Registration Officer
 Election Control Commission

265 Durgapur 2 Assembly Constituency
 ২৬৫ দুর্গাপুর ২ বিধানসভা নির্বাচন ক্ষেত্র

Place : Durgapur
 স্থান : দুর্গাপুর
 Date : 27.02.95
 তারিখ : ২৭.০২.৯৫

Pradyut Mondal

INDIAN UNION DRIVING LICENCE		WEST BENGAL STATE	
No.	WB-11201139546	Issue Dt.	12-04-2011
Name	PARTHA	Sex	M
SC/W of	ARUN	Age	21
Blood Gr.		Height	170
Address:-	210 BAKSARA		
Authorized to Drive	NT 0000/0000 T 0000/0000		
Badge Details		Holder's Sign	
Number		L. Authority	BEHRAJ
Dt. of Issue	0000/0000		
Valid Till	0000/0000		

Partha Nandy



ভারতের নির্বাচন কমিশন
 পঞ্জীয়ন পত্র
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD

WB/21/142/204331



নির্বাচকের নাম : রঞ্জন সুরেকা
 Elector's Name : Ranjan Sureka
 পিতার নাম : বুদ্ধকরন সুরেকা
 Father's Name : Budhakaran Sureka
 লিঙ্গ/Sex : পুং/M
 জন্ম তারিখ
 Date of Birth : 10/05/1969

WB/21/142/204331

ঠিকানা:
 ১৫ আই সি রোড, মন্ডাগান্ঠি, এয়ারপোর্ট,
 বাগুয়াটি, উত্তর ২৪ পরগণা, ৭০০০৫২

Address:
 VIP ROAD, MONDAGANTHI, AIRPORT,
 BAGUATI, NORTH 24 PARGANAS,
 700052

[Handwritten Signature]

Date: 04/12/2010

১১৭-রাজহাট গোপালপুর বিধান সভার নির্বাচন
 অধিদপ্তরের দায়িত্বে পদত্ব
 Facsimile Signature of the Electoral
 Registration Officer for
 117-Rajarhat Gopalpur Constituency

শেখা পরিচালক হলে যখন কোনো নির্বাচন হলে তখন এই কার্ড নং এবং তারিখ
 মতামত যত্ন সহিত পরিচালনা করতে হবে এবং এই কার্ড
 পরিচালনা করতে হবে।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with same number.

Ranjan Sureka

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DATED THIS 17th DAY OF June 2016
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BETWEEN

SRI FATIK KUMAR SOU MONDAL
allies FATIK CHANDRA MONDAL &
ORS.

... OWNERS

AND

M/S. BHULOK CONSTRUCTION
PRIVATE LIMITED

... DEVELOPER

DEVELOPMENT AGREEMENT

MR. AWANI KUMAR ROY
Advocate
10, Kiran Shankar Roy Road
Kolkata-700001.

Seller, Buyer and Property Details**Land Lord & Developer Details****Presentant Details**

SL No.	Name and Address of Presentant
1	Mr RANJAN SUREKA 18 RABINDRA SARANI, GROUND FLOOR, SHOP NO. 4, P.O:- GPO KOLKATA, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
1	Shri FATIK KUMAR SOU MONDAL (Alias: Shri FATIK CHANDRA MONDAL) Son of Late ANATH BANDHU SOU MONDAL BHIRINGI MONDAL PARA, P.O:- DURGAPUR, P.S:- Durgapur, Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India.; Status : Individual; Date of Execution : 17/06/2016; Date of Admission : 17/06/2016; Place of Admission of Execution : Pvt. Residence
2	Shri MIHIR KUMAR SOU MONDAL (Alias: Shri MIHIR KUMAR MONDAL) Son of Late ANATH BANDHU SOU MONDAL BHIRINGI MONDAL PARA, P.O:- DURGAPUR, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India ; Status : Individual; Date of Execution : 17/06/2016; Date of Admission : 17/06/2016; Place of Admission of Execution : Pvt. Residence
3	Shri PRADYUT KUMAR SOU MONDAL (Alias: Shri PRADYUT KUMAR MONDAL) Son of Late ANATH BANDHU MONDAL BHIRINGHI MONDAL PARA, P.O:- DURGAPUR, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713213 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India.; Status : Individual; Date of Execution : 17/06/2016; Date of Admission : 17/06/2016; Place of Admission of Execution : Pvt. Residence

Developer Details

SL No.	Name, Address, Photo, Finger print and Signature
1	BHULK CONSTRUCTION PVT LTD 18 RABINDRA SARANI, GROUND FLOOR, SHOP NO. 4, P.O.- GPO KOLKATA, P.S:- Bowbazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001; Status : Organization; Represented by representative as given below:-
1(1)	Mr RANJAN SUREKA 18 RABINDRA SARANI, GROUND FLOOR, SHOP NO. 4, P.O.- GPO KOLKATA, P.S:- Bowbazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 17/06/2016; Date of Admission : 17/06/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
3L No.	Identifier Name & Address	Identifier of	Signature
1	Mr PARTHA NANDY Son of Late ARUN KUMAR NANDY 210 BAKSARA VILLAGE ROAD, P.O:- BAKSARA, P.S:- JAGACHHA, Howrah, District:-Howrah, West Bengal, India, PIN - 711110 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Shri FATIK KUMAR SOU MONDAL, Shri MIHIR KUMAR SOU MONDAL, Shri PRADYUT KUMAR SOU MONDAL, Mr RANJAN SUREKA	

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: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Viringi Village Road, Mouza: Viringi	LR Plot No:- 5227 LR Khatian No:- 180	42 Dec	1/-	2,00,90,744/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Structure Details

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
10	Gr. Floor	1000 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Tiles Shed, Extent of Completion: Complete
31	On Land L1	1000 Sq Ft.	1/-	2,77,500/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Shri FATIK KUMAR SOU MONDAL	BHULK CONSTRUCTION PVT LTD	14	33.3333
	Shri MIHIR KUMAR SOU MONDAL	BHULK CONSTRUCTION PVT LTD	14	33.3333
	Shri PRADYUT KUMAR SOU MONDAL	BHULK CONSTRUCTION PVT LTD	14	33.3333

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Shri FATIK KUMAR SOU MONDAL	BHULK CONSTRUCTION PVT LTD	333.333 Sq Ft	33.3333
	Shri MIHIR KUMAR SOU MONDAL	BHULK CONSTRUCTION PVT LTD	333.333 Sq Ft	33.3333
	Shri PRADYUT KUMAR SOU MONDAL	BHULK CONSTRUCTION PVT LTD	333.333 Sq Ft	33.3333

D. Applicant Details

Details of the applicant who has submitted the requisition form

Applicant's Name	AWANI KUMAR ROY
Address	10 K S ROY ROAD, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

Office of the A.R.A. - III KOLKATA, District: Kolkata
Endorsement For Deed Number : I - 190301550 / 2016

Query No/Year	19030000819272/2016	Serial no/Year	1903005955 / 2016
Deed No/Year	I - 190301550 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr RANJAN SUREKA	Presented At	Private Residence
Date of Execution	17-06-2016	Date of Presentation	17-06-2016

Remarks

On 17/06/2016

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

Presented for registration at 15:05 hrs on : 17/06/2016, at the Private residence by Mr RANJAN SUREKA ..

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 2,03,68,244/-

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

Execution is admitted on 17/06/2016 by

Shri FATIK KUMAR SOU MONDAL, Alias Shri FATIK CHANDRA MONDAL, Son of Late ANATH BANDHU SOU MONDAL, BHIRINGI MONDAL PARA, P.O: DURGAPUR, Thana: Durgapur, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713213, By caste Hindu, By Profession Others
Indetified by Mr PARTHA NANDY, Son of Late ARUN KUMAR NANDY, 210 BAKSARA VILLAGE ROAD, P.O: BAKSARA, Thana: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, By caste Hindu, By Profession Service

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

Execution is admitted on 17/06/2016 by

Shri MIHIR KUMAR SOU MONDAL, Alias Shri MIHIR KUMAR MONDAL, Son of Late ANATH BANDHU SOU MONDAL, BHIRINGI MONDAL PARA, P.O: DURGAPUR, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713213, By caste Hindu, By Profession Others
Indetified by Mr PARTHA NANDY, Son of Late ARUN KUMAR NANDY, 210 BAKSARA VILLAGE ROAD, P.O: BAKSARA, Thana: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, By caste Hindu, By Profession Service

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

Execution is admitted on 17/06/2016 by

Shri PRADYUT KUMAR SOU MONDAL, Alias Shri PRADYUT KUMAR MONDAL, Son of Late ANATH BANDHU MONDAL, BHIRINGI MONDAL PARA, P.O: DURGAPUR, Thana: Durgapur, , Burdwan, WEST BENGAL, India, PIN - 713213, By caste Hindu, By Profession Others
Indetified by Mr PARTHA NANDY, Son of Late ARUN KUMAR NANDY, 210 BAKSARA VILLAGE ROAD, P.O: BAKSARA, Thana: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, By caste Hindu, By Profession Service

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

Execution is admitted on 17/06/2016 by

Mr RANJAN SUREKA DIRECTOR, BHULK CONSTRUCTION PVT LTD, 18 RABINDRA SARANI, GROUND FLOOR, SHOP NO. 4, P.O:- GPO KOLKATA, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Mr RANJAN SUREKA, Son of Late B K SUREKA, 18 RABINDRA SARANI, GROUND FLOOR, SHOP NO. 4, P.O: GPO KOLKATA, Thana: Bowbazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business
Identified by Mr PARTHA NANDY, Son of Late ARUN KUMAR NANDY, 210 BAKSARA VILLAGE ROAD, P.O: BAKSARA, Thana: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, By caste Hindu, By Profession Service



(Balaram Adhikari)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 22/06/2016

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 : 46(g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 16,594/- (B = Rs 16,489/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 16,594/-

Description of Draft

1. Rs 16,594/- is paid, by the Draft(8554-16) No: 511124000442, Date: 21/06/2016, Bank: STATE BANK OF INDIA (SBI), Specialised Inst: B K G Kolkata.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Draft Rs 40,000/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 27735, Purchased on 13/06/2016, Vendor named Abhijit Sarkar.

Description of Draft

1. Rs 40,000/- is paid, by the Draft(8554-16) No: 511127000442, Date: 21/06/2016, Bank: STATE BANK OF INDIA (SBI), Specialised Inst: B K G Kolkata.



(Balaram Adhikari)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

