

পশ্চিম্ন্নভগ पश्चिम बंगाल WEST BENGAL

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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.

Addi. District Sub-Registrar Behala, South 24 Parganas

DEVELOPMENT AGREEMENT

GENERAL POWER - OF ATTORNEY.

THIS INDENTURE made on this the 94 day of January.

B-E-T-WEE-E-N

For THE NET CONSTRUCTION

Partner

Scanned by CamScanner

SI NO. 1489 Re 500 Construction
Name Whe Net Construction
Vendor SynChildeback Ch. Halles

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



9 JAN 2015 Dist. South 24 Pgs.

Identified by:Sommeth Karmakar
Sp:- Skyamal Karmakar
208, Ditt Rd, Thakurpukar
kolkata - 700063

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 1 Page from 3058 to 3091 being No 00180 for the year 2015.



(Asish Goswami) 13-January-2015 ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA Office of the A.D.S.R. BEHALA

West Bengal

For THE NET CONSTRUCTION

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. 00178 / 2015, Deed No. (Book - I , 00180/2015)

I. 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	09/01/2015	LTI 09/01/2015	Janu Karti 27, 9/1/2015	

11	Stanature of	the person(s)	admitting	the	Execution	at Office.
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	nature of the person(s) admitting Admission of Execution By	Status	Photo '	Finger Print	Signature
1	Debasish Ghosh Address -Thana- Harldevpur, 4/1, Nabalia Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700008	Self	09/01/2015	LTI 09/01/2015	Deerush Gl
2	Shibshankar Ghosh Address -Thana- Haridevpur, 4/1, Nabalia Para Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700008	Self	09/01/2015	LTI 09/01/2015	Stildhaukar G
3	Jaya Chanda Address -9/10, Haripada Datta Lane, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033	Self	09/01/2015	LTI 09/01/2015	Jaya Chan
4	Seema Nath Address -Talbagicha, Thana:-Kharagpur, P.O. :-Talbagicha, District:-Paschim Midnapore, WEST BENGAL, India, Pin :-721306	Self	09/01/2015	LTI 09/01/2015	Serma Nat

For THE NET CONSTRUCTION

Partner

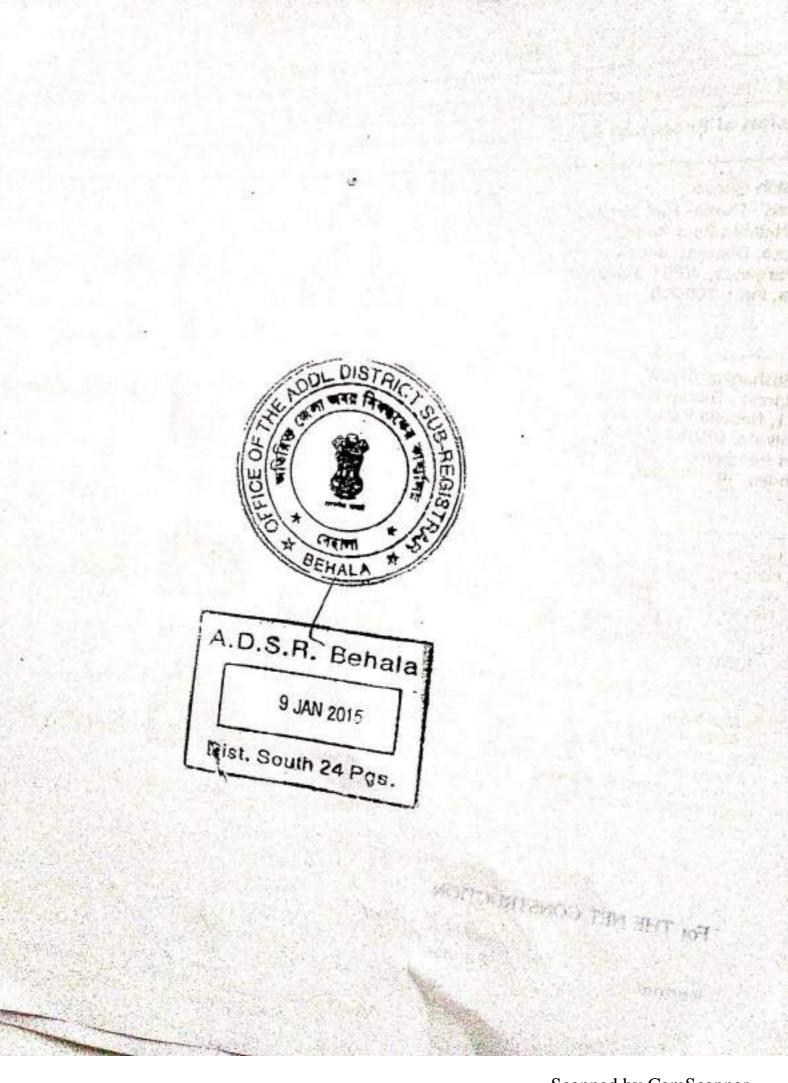
(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

Office of the A.D.S.R. BEHALA

Page 1 of 2

09/01/2015



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. 00178 / 2015, Deed No. (Book - I , 00180/2015)

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

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Tarun Kanti Das Address -743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008	Self			Jonese Kondi &
			09/01/2015	LTI 09/01/2015	
6	Dipak Das Address -743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas,	Self		1000	Sipan don
	WEST BENGAL, India, Pin :-700008		09/01/2015	D9/01/2015	
7	Somnath Ghosh Address -743/1, Diamond Harbour Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008	Self	0	μπ	Someth aboth
			09/01/2015	09/01/2015	re of Identifier with Dat

Name of Identifier of above Person(s)

Somnath Karmakar Thakurpukur, 208, Diamond Harbour Road, Kolkata,: District:-South 24-Parganas, WEST BENGAL, India, Pin :-700063

Somnally Karmaka

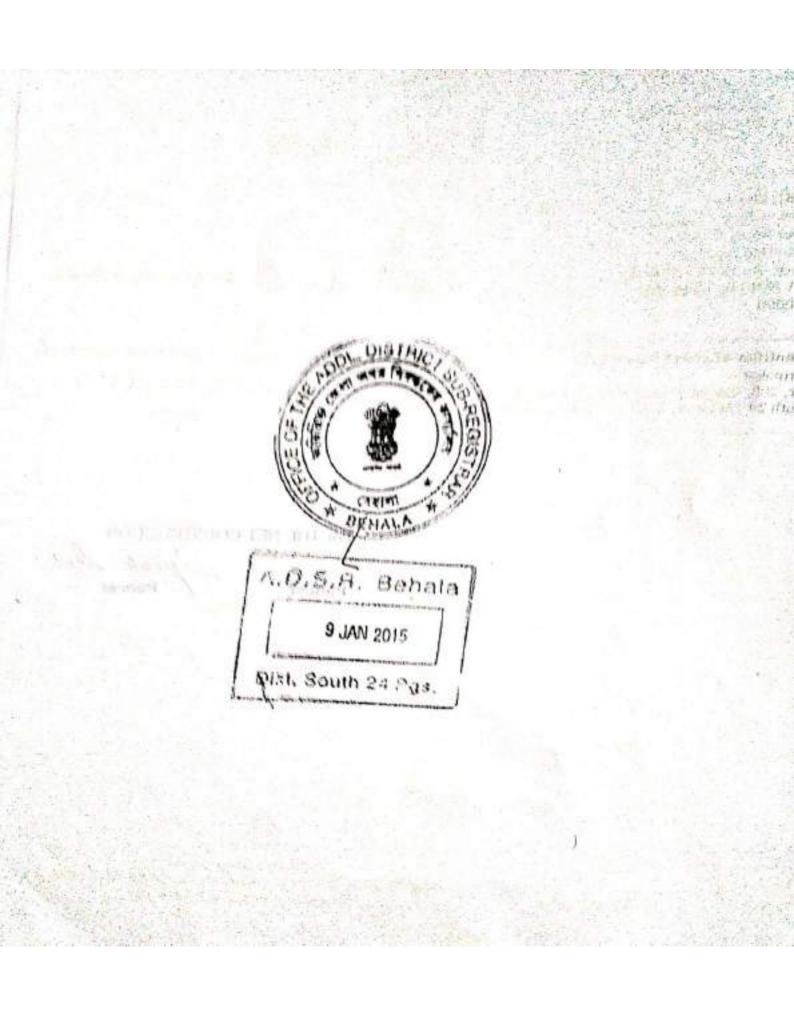
For THE NET CONSTRUCTION

Partner

(Asish Goswami) ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA Office of the A.D.S.R. BEHALA

Page 2 of 2

09/01/2015





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

Endorsement For Deed Number : 1 - 00130 of 2015 (Serial No. 00178 of 2015 and Query No. 1607L000019319 of 2014)

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Arable number: 43(d), 43(g), 53, 57 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Crait

Rs. 44101- is paid, by the draft number 773254, Draft Date 08/01/2015, Bank Name State Bank of India, Raja Ram Mohan Roy Rhad, received on 09/01/2015

(Under Article: B = 4389/- ,E = 21/- on 09/01/2015.)

Certificals of Market Value (WB PUVI rules of 2001) Carolined that the market value of this property which is the subject matter of the deed has been assessed at Rs.-76,27,509/-

Oxititied that the required stamp duty of this document is Rs.- 10101 /- and the Stamp duty paid as: Delicit stamp duti

Deficit stamp duty Rs. 9801/- is paid, by the draft number 773261, Draft Date 08/01/2015, Bank: State Senic of India, Raja Ram Mohan Roy Road, received on 09/01/2015

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

Presented for registration at 12.45 hrs on :09/01/2015, at the Office of the A.D.S.R. BEHALA by Tarun Kenti Das, one of the Claimants.

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

- Execution is admitted on 09/01/2015 by 1. Debasish Ghosh, son of Lt. Ajit Ghosh , Thana- Handevpur, 4/1, Nabalia Para Road, Kolkata, - District-South 24-Perganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession :
- 2 Shibshankar Ghosh, son of Lt. Ajit Ghosh , Thana- Handevpur, 4/1, Nabalia Para Road, Kolkata, District-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession :
- 3. Jaya Chanda, wife of Krishnendu Chanda , 9/10, Haripada Datta Lane, Kolkata, Thana: Jadavpur, District-South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession ;
- Seema Nath, wife of Kamal Kanti Nath Talbagicha, Thana:-Kharagpur, P.O.:-Talbagicha, District-Paschim Midnapore, WEST BENGAL, India, Pin:-721306, By Caste Hindu, By Profession:

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ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA 09/01/2015 13:57:00 EndorsementPage 1 of 2 1



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

Endorsement For Deed Number: 1 - 00180 of 2015 (Serial No. 00178 of 2015 and Query No. 1607L000019319 of 2014)

Tarun Kanti Das

Partner, The Net Construction, 743/1, Diamond Harbour Road, Kolkata, Thena:-Thakurpukur, District-South 24-Parganas, WEST BENGAL, India, Pin :-700008.

, By Profession: Business

Dipak Das

Partner, The Net Construction, 743/1. Diamond Harbour Road, Kolksta, Thans:-Thakurpukur,

District-South 24-Parganas, WEST BENGAL, India, Pin :-700008.

. By Profession : Business

Sommeth Ghosh

Partner, The Net Construction, 743/1, Diamond Harbour Road, Kolketa, Thana:-Thakurpukur,

District-South 24-Pargerias, WEST BENGAL, India, Pin:-700008.

, By Profession : Business

Identified By Somnath Kannakar, son of Shyamal Kannakar, Thakurpukur, 208, Diamond Harbour Road, Kolkata, District-South 24-Pargenas, WEST BENGAL, India, Pin :-700063, By Caste: Hindu, By Profession: Others.

(Asish Goswami) ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

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Jeya Chande Seema Nath.

Tarwe Kenti Heg Selan Son. Somrath abolh

For THE NET CONSTRUCTION i Darcam

Partner

Partner

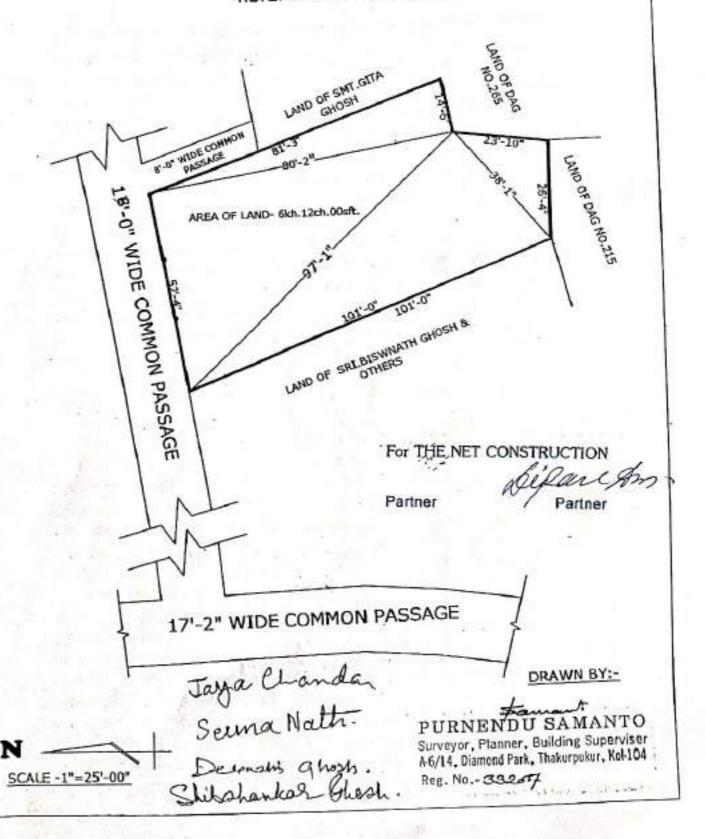
(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

EndorsementPage 2 of 2 01/2015 13 57:00

SITE PLAN OF A PLOT AT PRE.NO.20B NABALIA PARA ROAD, AT MOUZA - MURADPUR, J.L.NO.13 R.S.NO.192 UNDER KHATIAN NOS.72 IN PART OF R.S DAG NOS. 278 & 279 UNDER THE K.M.C. WARD NO.123, P.S.- HARIDEVPUR, KOLKATA-70 00 08. AREA OF LAND MEASURING - 06 kh. 12 ch. 00 sft.

NAME OF OWNERS-1.SMT.JAYA CHANDA. 2.SMT.SEEMA NATH. 3.SRI.DEBASHIS GHOSH. 4.SRI. SHIBSANKAR GHOSH.



SRI- DEBASISH GHOSH, PAN BFUPG 9047 M (2) SRI- SHIBSHANKAR (1) GHOSH, PAN APOPG 3658 M, both sons of Late- Ajit Ghosh, by caste-Hindu, by occupation- Business, by nationality- Indian, residing at 4/1, Nabalia Para Road, Police Station- Haridevpur, Kolkata- 700 008, District:-South 24 Parganas, State of West Bengal (3) SMT. JAYA CHANDA, PAN AVWPC 6547 P, wife of Sri- Krishnendu Chanda and daughter of Late- Ajit Ghosh, by caste- Hindu, by occupation- Housewife, by nationality- Indian, residing at 9/10, Haripada Dutta Lane, Police Station- Jadavpur, Kolkata-700 033, District:- South 24 Parganas, State of West Bengal (4) SMT. SEEMA NATH, PAN ANSPN 5147 Q, wife of Sri- Kamal Kanti Nath, by caste-Hindu, by occupation- Housewife, by nationality- Indian, residing at village + p.o- Talbagicha, Police Station- Kharagpur, District:- Paschim Medinipur, Pin- 721 306, State of West Bengal hereinafter jointly 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 nominee / nominees, 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 there at 743/1, Diamond Harbour Road, P.S. Thakurpukur, Kolkata-700 008 represented by it's partners (1) SRI- TARUN KANTI DAS, PAN ADNPD 7185 P, son of Sri- Sudhangshu Shekhar Das, (2) SRI- DIPAK DAS, PAN AJYPD 8495 M, son of Late- Himangshu Shekhar Das, both are by caste-Hindu, by occupation- Business, by nationality- Indian, and (3) SRI-SOMNATH GHOSH, PAN AXLPG 4918 K, son of Sri- Ajoy Ghosh, by caste-Hindu, by occupation- Business, by nationality- Indian hereinafter called and/or referred to as the DEVELOPER / BUILDER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heir / heirs, heiress / heiresses, successor-in-office /successors-in-office, executor / executors, representative / representatives, administrator / administrators and assign /assigns) of the SECOND PART.

For THE NET CONSTRUCTION

WHEREAS the FIRST PART to this agreement are the absolute OWNERS of the the Danga Land and/or property measuring all together (jointly) 6 (six) cottah 12 (twelve) chittak or 4860 sq.ft. a little bit more or less situate at Mouza- Muradpur, J.L.no- 13, R.S.no- 192, Touzi no- 74-77 and 82 vide R.S. Khatian no- 72, part of R.S.Dag no- 278 and 279 being KMC premises no- 208, Nabalia Para Road, P,S- Haridevpur, Kolkata- 700 008 being the heirs, heiresses and successors as per Hindu Succession Act, 1956 of their demised mother Kanan Bala Ghosh who got the said property on the basis of the decree passed by the ld. 7th Civil Judge (Sr. Div.) at Alipore in Title Suit no- 1 of 1963 and on the basis of the said decree said Kanan Bala Ghosh (since deceased) became the absolute owner of the aforesaid Danga Land and/or property and she, in her life time enjoyed the same free from all sorts of encumbrances, attachments and hindrance.

AND WHEREAS said Kanan Bala Ghosh died intestate on 24-03-2011 leaving behind her surviving her husband Ajit Ghosh (since deceased), two sons and two married daughters (the First Part herein) as her heirs, heiresses and successors of the aforesaid land or property amongst the other properties and the father Ajit Ghosh died intestate on 06-01-2014 leaving behind him surviving the first part herein as his heirs, heiresses and successors and after the death both of father and mother the first part herein jointly became the absolute owners of the aforesaid land and/or property left by their demised parents and accordingly, were/are paying the taxes to the Kolkata Municipal Corporation after the name of their demised mother Kanan Bala Ghosh.

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 and/or mentioned in the SCHEDULE- A 'written hereunder have decided to develop their aforesaid land and/or property by constructing G + 3 or more (as would be permitted by the KMC) Multi Storied building on the aforesaid land and/or property 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 CONSTRUCTION

the proper sanctioning authority of the Kolkata Municipal Corporation at the aforesaid K.M.C Premises no- 20B, Nabalia Para Road, Kolkata- 700 008 and accordingly, (they) the OWNERS jointly approached and/or offered the developer / builder "THE NET CONSTRUCTION" herein for development of the said land and/or property at the costs and/or expenses of the DEVELOPER / BUILDER on mutual benefits of flat ownership basis as per specification with the floor plans, elevations, sanctions made in compliance with the statutory requirements on the said plot of land.

AND WHEREAS the developer/builder "THE NET CONSTRUCTION" herein after proper inspection of the site through it's partners has accepted the proposal and/or offer of the OWNERS subject to the terms and conditions as hereunder 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 - DEBASISH GHOSH (2) SRI- SHIBSHANKAR GHOSH both sons of Late- Ajit Ghosh, by caste- Hindu, by occupation- Business, by nationality- Indian, residing at 4/1, Nabalia Para Road, P.S- Haridev -pur, Kolkata- 700 008, District:- South 24 Parganas (3) SMT. JAYA CHANDA, wife of Sri-Krishnendu Chanda, by caste- Hindu, by occupation-Housewife, by nationality- Indian, residing at 9/10, Haripada Dutta Lane, P.S-Jadavpur, Kolkata- 700033, District:- South 24 Parganas (4) SMT. SEEMA NATH,

For THE NET CONSTRUCTION

wife of SRI- Kamal Kanti Nath, by caste- Hindu, by occupation- Housewife, by nationality- Indian, re4iding at village + P.O- Talbagicha, P.S- Kharagpur, District:- Paschim Medinipur, Pin- 721 306.

1.2 DEVELOPER :

shall mean "THE NET CONSTRUCTION" through it's partners (1) SRI- TARUN KANTI DAS, son of Srisudhangshu Shekhar Das (2) SRI- DIPAK DAS, son of Late- Himangshu Shekhar Das both 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 (3) 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 and the registered address of the business of all partners is/are 743/1, Diamond Harbour Road, P.S- Thakurpukur, Kolkata- 700 008, District:-South 24 Parganas.

1.3 PROPERTY: shall mean and include all that piece and parcel of Danga Land jointly measuring total a little bit more or less 6 (six) cottah 12 (twelve) chittak or 4860 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 — 74-77 and 82, Mouza — Muradpur, under R.S Khatian no — 72, part of R.S. Dag no — 278 and 279, L.R. Khatian no — 390 and 391, L.R. Dag no — 617 now within the local limits of the Kolkata

For THE NET CONSTRUCTION Municipal Corporation (s.s. unit) premises no - 20B,

Lew Sh Nabalia Para Road, Assessee number being- 41-123-13-

Partner Partn

Partner 0485-3, P.S- Haridevpur, KMC Ward no – 123, Kolkata700 008, District: South 24 Parganas which is morefully and particularly described in the SCHEDULE A' written hereunder.

1.4 BUILDING

: shall mean and include G + 3 or more Multi Storied building with/without lift which will be permissible and sanctioned by the Kolkata Municipal Corporation as per building rules of the KMC to be constructed and/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 number being 20B, Nabalia Para Road, Kolkata – 700 008, District:- South 24 Parganas.

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 spaces in the building purchased thereof.

1.8 OWNERS' ALLOCATION :

For THE NET CONSTRUCTION

Partner

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The owners jointly shall get total 3300 sq. ft. built up area flat divided in various and/or separate floors of the new building and four (4) open car parking space or garage at ground floor of the new building and Rs- 4,00,000/- (Rupees four lac) only in cash as their share or allocation which is morefully and particularly mentioned or described in the SCHEDULE-`A 1' written hereunder. The owners' above allocation

or share shall be effective only after due registration of a partition deed between the owners.

1.9 DEVELOPER'S ALLOCATION :

shall mean the remaining flats and/or units and the constructed area in the proposed new building which to be erected and/or constructed at the said premises, number being 20B, Nabalia Para Road, Kolkata- 700 008 after the allocation of the OWNERS' ratio and/or share including proportionate share in the common facilities and amenities of the said building as pro-rata basis which is morefully and particularly mentioned and/or described in the SCHEDULE -'A 2' written hereunder.

1.10 COMMON FACILITIES

AND AMENITIES

: shall include the proportionate share of all ways corridors, passages, stair ways, pump room, reservoir, over head tank, water pump and motor, septic tank, roof and other facilities which would be required for maintenance or management and total upkeepment of the building which are specified in the SCHEDULE- ' A 3 ' written hereunder.

1.11 SALEABLE SPACE:

shall mean the constructional area along with flat with or without garage including undivided unequal proportionate share of land underneath, the area which includes the common area as on Dan Im the building available for independent use and

occupation except the owners' allocation.

For THE NET CONSTRUCTION

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 36 months from the date of obtaining the sanctioned building plan from the Kolkata Municipal Corporation with an option to extend the time for a further period of 6 months for any calamity.

COMMENCEMENT.

This agreement shall be deemed to have commenced with effect from the date of execution and signing the agreement by and between the parties.

OWNERS' RIGHT AND REPRESENTATION.

a) The FIRST PART are the absolute owners of the aforesaid property and/or land which is morefully and particularly described or mentioned in the SCHEDULE - `A' written hereunder and they jointly seized and possessed of the said land and/or otherwise well and sufficiently entitled to the said land and/or property.

For THE NET CONSTRUCTION

Partner

- b) None other than the owners shall have any claim, right, title and/or demand whatsoever over and in respect of the property and/or land 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 full furnished flats with marble floor measuring (jointly) a total 3300 sq. ft. super built up area divided in various and/or separate floors of the building and four (4) open car parking space or garage and Rs- 4,00,000/- (Rupees four lac) only in cash as their share which is morefully described and/or mentioned in the SCHEDULE -'A1 ' written hereunder.
 - 2.2 The DEVELOPER FIRM shall be entitled of all constructional area of flats and/or units and spaces except the OWNERS' allocation or allocations in the said premises 208, Nabalia Para Road, together with the undivided proportionate unequal share of land underneath and common facilities and amenities as described in the SCHEDULE `A2' cand shall be entitled to enter into the sale agreement with the intending PURCHASERS 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

For THE NET CONSTRUCTION

and as such, agent shall be solely and exclusively responsible for the new construction of the G + 3 or more multi storied building as would be permitted by the KMC.

- 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 building and flats 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 ewn costs without creating any financial or other liability to the owners, construct and complete the building and/or flats or apartment therein in accordance with the sanctioned building plan and if necessary 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 expenses 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.

For THE NET CONSTRUCTION

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 intending or proposed purchaser/purchasers or buyer/buyers of flats and in the event of any complaint by any buyer or purchaser either in respect of money or flat to the OWNERS, then the DEVELOPER/BUILDER shall undertake to indemnify the OWNERS in every respect of such claim or demand.

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 or upon and to exploit commercially the said plot of land and shall be able to construct the proposed G + 3 or more Multi 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 building plan thereto made or caused 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 be submitted by the Developer/Builder on behalf of the OWNERS at it's own costs and/or 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 exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer Firm.
 - (3) Nothing in these presents shall be construed as a demised 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 contained and to deal with the Developer's own allocation in the new building in the manner herein contained.

Attorney with this agreement in favour of the DEVELOPER FIRM or it's partners authorizing inter alia to construct the building and also sell the flats or units of the Developer's share or the allocation and transfer the undivided proportionate share or interest of land in the said premises attributable to the Developer's share or allocation and to receive considerations thereof as it's 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 or allocation.

TERMS-III.

(OWNERS' LIABILITIES.)

3.1 The OWNERS hereby grant and convey the exclusive right of the land to the DEVLOPER FIRM to build / construct / erect and complete the aforesaid building containing various flats or units for it's exploitation and to enter into agreement for sale of areas or flats or units except the owners 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 FIRM.

For THE NET CONSTRUCTION

- 3.2 The OWNERS shall handover all the necessary documents in respect of the land that is to say the title deed or decree of the ld. Court, parcha or record of right, tax receipt etc. to the DEVELOPER FIRM for the progress of the Development work on the date or day of signing the agreement.
 - 3.3 The OWNERS hereby give their consent to the DEVELOPER FIRM for entering into the sale agreement with the intending purchaser or buyers and undertake to convey the proportionate land of the flats or units with the full right to the purchaser or purchasers, buyer or buyers in respect of the Developer's Allocation.
 - 3.4 The OWNERS shall execute a General Power-of-Attorney and a special Power-of-Attorney (if necessary) also in favour of the Developer Firm or it's partners for smooth running of the constructional work and to receive money, booking fees etc. from the intending purchasers or buyers 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 or at the time of construction of the proposed building under any circumstances.
 - 3.6 The OWNERS shall pay all taxes and rents both of Kolkata Municipal
 Corporation and B.L & L.R.O with supplementary bills (if any) up to
 date that is to say till the date of signing this agreement or at the time
 hand over the khas possession of the property or land. Further the
 OWNERS shall hand over the khas possession of the land or property
 at the time of signing this agreement.

 For THE NET CONSTRUCTION

- 3.7 The OWNERS will be the members of the society if it is formed between the flat owners and if so, shall abide by such rules, regulations and bye laws as would be framed by the society.
- 3.8 The DEVELOPER FIRM shall be the proportionate owner of the top (roof) of the building, outer wall and 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 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 deemed to mean and construe as partnership between the Developer Firm and the owners.
- 4.2 Nothing in these presents shall be construed as demise or assignment or conveyance by the owners of the SCHEDULE 'A' property and/or land 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 or any financial institution without creating any financial liability or liabilities upon the owners and their estate and the estate of the FIRST PART

For THE NET CONSTRUCTION

shall not be encumbered and/or be liable for payment of any dues of such Bank or Banks and for that purpose the Developer Firm shall keep the owners indemnified of 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 also on completion of the building or earlier all such advertisements, sign board and hoardings shall be cleared of by the Developer Firm at it's own costs.
- 4.4 The original agreement and photo copy of the 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/flats or unit/units.
- 4.5 The OWNERS will lend their respective 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, A.D.S.R

For THE NET CONSTRUCTION

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Partner

— Behala, Pargana — Magura, under J.L. no- 13, Re. Sa. no- 192, Touzi no- 74- 77 and 82, Mouza — Muradpur, R.S. Khatian no- 72, part of R.S. Dag no- 278 and 279, L.R. Khatian no-617, L.R. Dag no- 390 and 391 measuring an area (jointly) a total more or less 6 cottah 12 chittak or 4860 sq. ft. within the local limits of the Kolkata Municipal Corporation (s.s.unit) premises number being 20B, Nabalia Para Road, Assessee number being 41-123-13-0485-3, KMC Ward no- 123, P.S- Haridevpur, Kolkata- 700 008, District:- South 24 Parganas together with easement of all Roads and/or 16' wide common passages which is butted and bounded by:-

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

ON THE SOUTH: Land of Dag no- 215.

ON THE EAST : Land of Gita Ghosh and Gayetri Deuti.

ON THE WEST : Land of Shambhu Nath Ghosh.

SCHEDULE - `A 1'.

(OWNERS' ALLOCATION.)

ALL THAT the owners (1) SRI- DEBASISH GHOSH (2) SRI- SHIBSHANKAR GHOSH (3) SMT. JAYA CHANDA and (4) SMT. SEEMA NATH jointly shall get total 3300 sq. ft. build up area divided in four flats measuring 825 sq. ft. each, one on the 1st floor (north facing) one on the 2nd floor (north facing) and rest two flats as per discretion of the Developer of the proposed new constructed building and four (4) open car parking spaces or garage which will be erected and/or constructed at the costs and/or expenses of the developer 'THE NET CONSTRUCTION' there at premises number being 20B, Nabalia Para Road, Kolkata- 700 008 and Rs- 4,00,000/- (Rupees four lac) only in cash and proportionate share in the common facilities and amenities as their total share. The OWNERS' specific allocation will be effective after registration of a partition Deed among the OWNERS.

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SCHEDULE - 'A 2'.

(DEVELOPER'S ALLOCATION.)

ALL THAT after providing the OWNWERS allocation the remaining flats and/or units and constructed area in the proposed new building which to be erected and/or constructed at the said premises number being 20B, Nabalia Para Road, Kolkata- 700 008 by the Developer firm, ' THE NET CONSTRUCTION ' including proportionate share in the common facilities and amenities as the Developer's allocation or ratio. The Developer, 'THE NET CONSTRUCTION ' is hereby fully authorized to transfer it's portion or allocation at it's own discretion.

SCHEDULE- `A 3 '.

(COMMON FACILITIES AND AMENITIES.)

ALL THAT the proportionate share of all corridors, all ways, passages, stair ways, pump room, reservoir, over head water tank, water pimp and motor, septic tank, roof and other facilities which would be required for maintenance and/or management and total upkeepment of the building.

SCHEDULE - 'B '.

(WORK SPECIFICATION.)

R.C.C. structure with standard materials as per plan 1. R.C.C. STRUCTURE : prepared by the Architect of the Developer Firm For THE NET CONSTRUCTION

and also sanctioned from the K.M.C.

2. BRICKS & WALLS

All outer walls 200 mm thick and inner walls 75 mm thick with first class bricks to be used and medium course of sand and also good quality cement and special quality TMT iron bar.

3. DOOR FRAME

All doors' frame will be Sal wood 6' - 3" height.

4. DOORS

All doors will be only commercial ply, flush door.

5. WINDOWS

 All windows should be made by aluminium with glass panel and stay handle with primer paints.

6. FLOORING

: All rooms and kitchen floor will be marble finish.

7. KITCHEN

: Black stone upon the cooking platform with steel sink with 2' height glazed tiles upon the cooking platform, 2 taps one is on the sink and other is under the sink...

8. BATH & PRIVY

: Marble flooring and 6' height wall with 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

Conceal wiring will be provided with the following:-

- a) Bed Rooms: 2 nos. light point, 1 fan point with 5 Amp. 5 pin point plug.
- b) Dining cum Drawing: 2 nos. light point, 1 fan point with 15 Amp. 5 pin point plug.
- c) Kitchen: 1 light point, 1 exhaust fan point with 5 Amp. 5 pin point plug.

For THE NET CONSTRUCTION

d) Bathroom: one light point.

e)Varanda: 1 light point with 5 Amp. 5 pin point plug.

 WATER SUPPLY : By K.M.C. through semi underground reservoir and 1 H.P pump. (All water pipe lines will be concealed

with P.V.C pipe.)

11. ROOF : Parapet (wall) up to 3' height will be provided on

the roof.

12. PAINTS : All inside walls will be plaster of parish excluding

stair with primer paints.

13. OUTSIDE PAINT : Weather coat.

14. EXTRA WORK : Extra charges for extra work other than the specified

work of any flat or unit both of owners and purchasers or buyers 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 IT'S 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 written or contained.

For THE NET CONSTRUCTION

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 be 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 absolute joint OWNERS / FIRST PART herein namely (1) SRI- DEBASISH GHOSH (2) SRI- SHIBSHANKAR GHOSH, both are sons of Late- Ajit Ghosh, by caste- Hindu, by occupation- Business, by nationality- Indian, residing at 4/1, Nabalia Para Road, P.S- Haridevpur, Kolkata- 700 008 (3) SMT. JAYA CHANDA, wife of Sri- Krishnendu Chanda and daughter of Late- Ajit Ghosh, by caste- Hindu, by occupation-Housewife, by nationality- Indian, residing at 9/10, Haripada Dutta Lane, P.S- Jadavpur, Kolkatta- 700 033 and (4) SMT. SEEMA NATH, wife of Sri-Kamal Kanti Nath and daughter of Late- Ajit Ghosh, by caste- Hindu, by occupation- Housewife, by nationality- Indian, residing at village + p. o-Talbagicha, P.S- Kharagpur, District:- Paschim Medinipur, Pin- 721 306 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- Sudhangshu Shekhar Das (2) SRI- DIPAK DAS, son of Late-Himangshu Shekhar Das both are by caste- Hindu, by occupation- Business, by nationality- Indian, residing at 43A/4, Nabalia Para Road, P.S-Haridevpur, Kolkata- 700 008 and (3) 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 jointly as our true and lawful ATTORNEYS and/or AGENTS for US and in For THE NET CONSTRUCTION

OUR names and on OUR behalf to do, execute and perform all or any of the acts, deeds, things and matters which are as follows:-

- To look after, manage, supervise and administer jointly OUR said property or properties which is/are described in the SCHEDULE -'A' written herein above on OUR behalf.
- To enter into agreement for sale 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.
- To receive money from the intending purchaser/purchasers, buyer / buyers for transferring of any portion of the property or properties of the Developer's Allocation and to take earnest and/or advance 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 and execute all deeds, things and agreements relating to the said property or properties in favour of such purchaser/purchasers or his / her nominee/ nominees, assignee/ assignees exclusively OUR allocation as described and/or mentioned in the SCHEDULE- `A1' herein.
- 5. To present such deed or deeds of agreement, mortgage, lease or other document or documents executed by them to admit and execution thereof and receive 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, flat / unit to such purchaser/purchasers as fully and effectually in all respects as WE could do the same ourselves.
 For THE NET CONSTRUCTION

- 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 and safeguard our interest in all respect and in that case OUR ATTORNEYS are empowered and if necessary further shall be empowered to appoint and engage 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 or association in connection of OUR said property and in that respect OUR ATTORNEYS are empowered and (if necessary) further shall be empowered to appoint and engage any Advocate or Advocates by furnishing the Vakalatnama for and on OUR behalf.
 - 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.
 - To appear in the office of the Kolkata Municipal Corporation, CESC, other authorities and/or local bodies and Government 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 or THEIR names.
 - To apply for and to obtain all necessary sanction or sanctions and clearances of the said building for and on OUR behalf.
 - To prepare and submit the building plan or any revised plan or alternate building plan or plans by the said ATTORNEYS on OUR behalf.

 For THE NET CONSTRUCTION

- 12. To make and present any deed of conveyance or conveyances or other documents for registration of DEVELOPER'S ALLOCATION 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 by themselves on OUR behalf.
 - 13. To represent (if necessary) before the office or offices of the Kolkata Municipal Corporation and to sign all necessary paper or papers, documents on OUR behalf for mutation of OUR names in the KMC record in respect of the said property.
 - 14. Our ATTORNEYS are hereby 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- DEBASISH GHOSH (2) SRISHIBSHANKAR GHOSH (3) SMT. JAYA CHANDA and (4) SMT. SEEMA
NATH the joint OWNERS 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
Tor THE NET CONSTRUCTION
GENERAL POWER-OF-ATTORNEY.

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

SIGNED, SEALED AND DELEVERED by the PARTIES in presence of:

WITNESSES:

1. Somnath Kenmakan. Slo-Shyamal Konnakon 208 Dild ROAD Thaken Punker. 37 Bus Stord. Kolkata-700063.

5 0 Late Benoy Bhusan singuft 743/1 D.H. Road

Jarya Chanda Seema Nath Delooshis Glyoth. Shitshankar Thach.

signature of the FIRST PART/ OWNERS.

For THE NET CONSTRUCTION

Partner

Janua Kanti Kang

Seffare for.

signature of the SECONDPART/

DEVELOPER/BUILDER.

THE NET CONSTRUCTION

Partners

Drafted by :

MONEY RECEIPT.

RECEIVED from `THE NET CONSTRUCTION ' the DEVELOPER / BUILDER a sum of Rs- 4,00,000/- (Rupees four lac) only a part in cash out of our total joint share and/or allocation as mentioned and/or written in the SCHEDULE-`A1' herein above as per following:-

On 10-11-2014 cash

Rs- 4,00,000/-

(100 rupees RBI notes X 4000 nos.)

Rs- 4,00,000/-

(Rupees four lac) only.

WITNESSES:-

Somrath Kumaka. S/O-Shyamal Kamaka. 208 D.H ROBD Thake Ruke. 38 Bus Stand. Urlkota-700067.

Seema North.

Seema North.

Decound of host.

Shibshankar Brost.

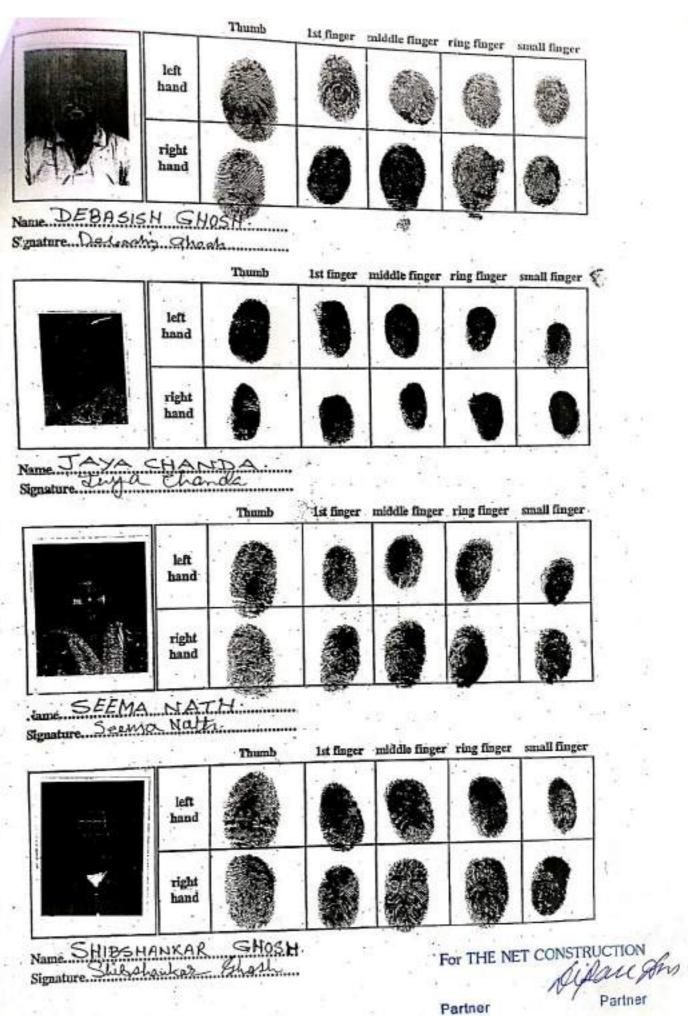
signature of the FIRST PART/

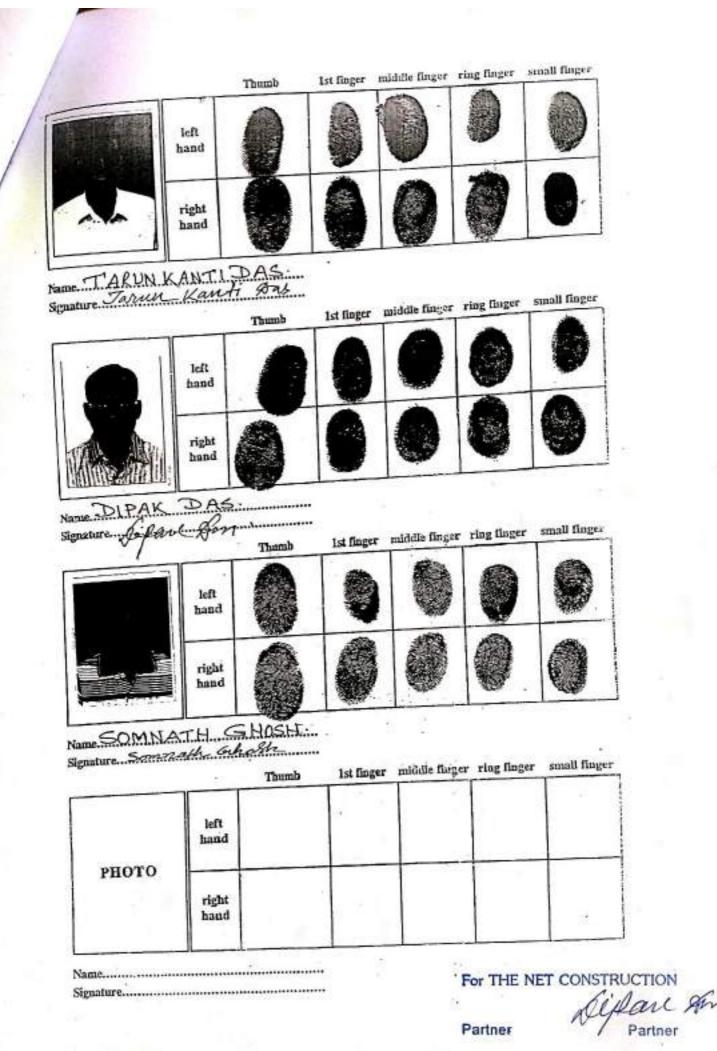
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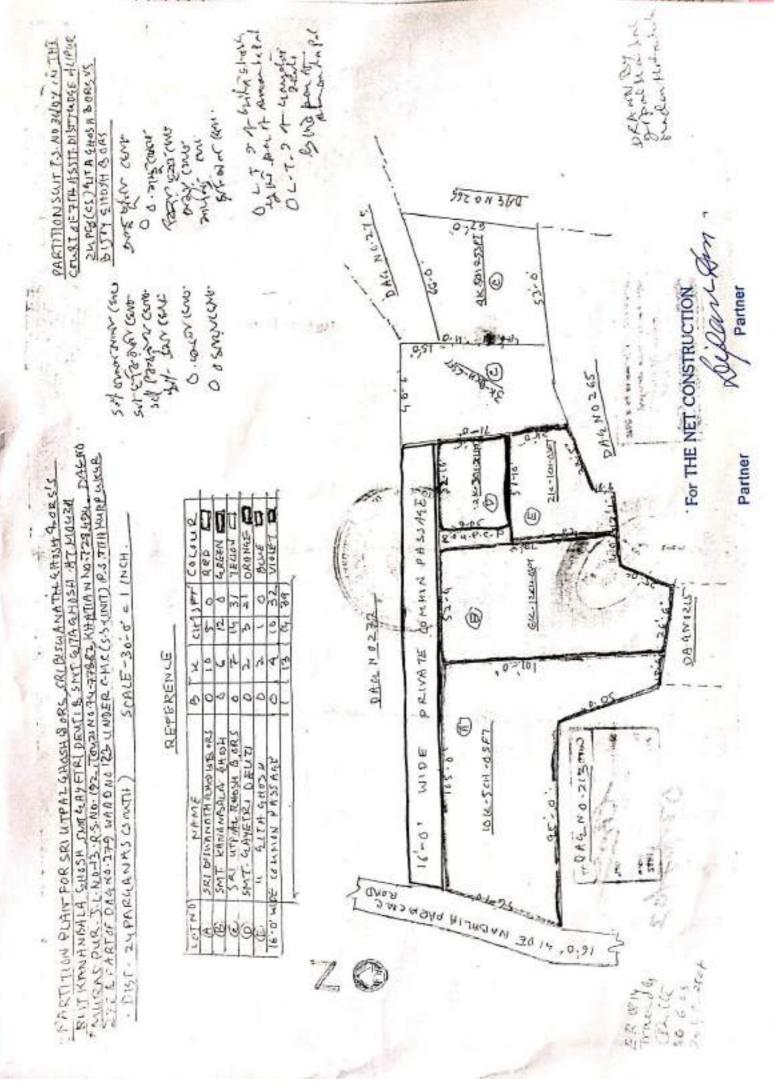
2. Shekhar Nath Jen Gublit 5/0 Late Benoy Bhusan Singaphi 743/1 D.H.Rd. Kol. - 8

For THE NET CONSTRUCTION









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