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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
 10.4.18
 0-560255/18

P 429281

Certified that Signatures Sheet
 Endorsement Sheet Attached
 herewith are part of this
 documents.

18/04-18
 19-04-18
 Addl. Dist. Sub-Registrar
 UTTARPARA, HOOGHLY
 18 APR 2018

DEVELOPMENT AGREEMENT
CUM
GENERAL POWER OF ATTORNEY

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THIS DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY is made on this **10TH** day of **April** two thousand **Eighteen**, **BETWEEN, (1) SRI SUKDEB BISWAS**, son of Late Akul Chandra Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, PAN - **AITPB7256L**, **(2) SMT. NANDITA BISWAS**, wife of Sri Sukdeb Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, PAN - **AOSPB4034R**, both are residing at 6/1, Samabay Path, P.O. Nabagram, P.S. Uttarpara, District- Hooghly, Pin - 712246, hereinafter referred to as the **OWNERS/FIRST PARTY** which term and/or expression shall unless be excluded by or repugnant to the subject or context shall mean and include their heirs, executors, administrators, legal representatives and assigns of the **ONE PART**.

AND

"KRISHNA INFRACON" a partnership Firm, having its office at Lohiya Garden, Naity Road, P.O. Barabahera, P.S. Uttarpara, District - Hooghly, Pin - 712246, PAN - **AAPFK5261J**, represented by its one partner namely **SRI SUKDEB BISWAS**, son of Late Akul Chandra Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, PAN - **AITPB7256L**, residing at 6/1, Samabay Path, P.O. Nabagram, P.S. Uttarpara, District- Hooghly, Pin - 712246, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in- office, partners of the said firm for the time being in force, its executors, representatives and assigns) of the **OTHER PART**.

WHEREAS:-

1. By virtue of registered Deed of Conveyance dated 25-08-2017, executed and registered at Uttarpara Sub-Registry Office, incorporated in Book No. 1, Volume No. 1, pages from 77139 to 77188, bearing Deed No. 2938/2017, **(1) Sri Jagadish Chandra Bandyopadhyay @ Jagadish Chandra Banerjee**, **(2) Sri Sailes Bandyopadhyay**, **(3) Smt. Nilima Mukherjee**, **(4) Smt. Uma Bandyopadhyay @ Uma**

Banerjee, (5) Smt. Pratima Ganguly, (6) Smt. Swapna Ghatak Chowdhury, (7) Sri Debasish Banerjee, (8) Sri Sourav Banerjee, (9) Smt. Ipsita Mookerjee, (Sri Debasish Banerjee self & constituted attorney of Smt. Ipsita Mookerjee) Vendors therein jointly & Collectively, sold, transferred, conveyed, assigned, granted all that area of land measuring about **07 Cottahas 00 Chattaks 00 sq. ft.** lying at Mouza - Barabahera, J.L. No. 5 comprised in C.S. Dag No. 551 under C.S. Khatian No. 611, appertaining of R.S. Dag No. 551/942 under R.S. Khatian No. 662 corresponding to L. R. Dag No. 672 under L.R. Khatian Nos. 4885, 4886, 4887, 4888, 4889, 4890, 4891, 4892 & 4893, P.O. Nabagram within the ambit of Nabagram Gram Panchayet, under P.S. Uttarpara, at present Additional District Sub-Registry Office at Uttarpara, in the District of Hooghly, more fully described in the Scheduled mentioned herein above unto and in favour of **Sri Sukdeb Biswas**, mentioned therein as Purchaser/s.

2. By virtue of registered Deed of Conveyance dated 25-08-2017, executed and registered at Uttarpara Sub-Registry Office, incorporated in Book No. 1, Volume No. 1, pages from 77139 to 77188, bearing Deed No. 2938/2017, **(1) Sri Jagadish Chandra Bandyopadhyay @ Jagadish Chandra Banerjee, (2) Sri Sailes Bandyopadhyay, (3) Smt. Nilima Mukherjee, (4) Smt. Uma Bandyopadhyay @ Uma Banerjee, (5) Smt. Pratima Ganguly, (6) Smt. Swapna Ghatak Chowdhury, (7) Sri Debasish Banerjee, (8) Sri Sourav Banerjee, (9) Smt. Ipsita Mookerjee, (Sri Debasish Banerjee self & constituted attorney of Smt. Ipsita Mookerjee)** Vendors therein jointly & Collectively, sold, transferred, conveyed, assigned, granted all that area of land measuring about **07 Cottahas 01 Chattaks 00 sq. ft.** lying at Mouza - Barabahera, J.L. No. 5 comprised in C.S. Dag No. 551 under C.S. Khatian No. 611, appertaining of R.S. Dag No. 551/942 under R.S. Khatian No. 662 corresponding to L. R. Dag No. 672 under L.R. Khatian Nos. 4885, 4886, 4887, 4888, 4889, 4890, 4891, 4892 & 4893, P.O. Nabagram within the ambit of Nabagram Gram Panchayet, under P.S. Uttarpara, at present Additional District Sub-Registry Office at Uttarpara, in the District of Hooghly, more fully described in the Scheduled mentioned herein above unto and in favour of **Smt. Nandita Biswas** mentioned therein as Purchaser/s.

3. In pursuance of Two Deed in respect of the said land measuring an area 07 Cottahas 00 Chattaks 00 sq. ft. and 07 Cottahas 01 Chattaks 00 sq. ft. aggregating an area more or less **14 Cottahas 01 Chattaks 00 sq. ft.** (hereinafter for the sake of brevity referred to as the "SAID PREMISES").
4. By virtue of aforesaid Deed of instrument **(1) Sri Sukdeb Biswas, (2) Smt. Nandita Biswas,** become the owners of the **1st Schedule Property** written hereunder and mutated their names in the assessment roll of Nabagram Gram Panchayet as well as L.R. Record of Rights & separate Khatian being Nos. 5567 & 5568 was published thereof and paid relevant Rent, revenue, Taxes and statutory imposition therein.
5. The First Party herein are the absolute Owners in respect of the property measuring more or less **14 Cottahas 01 Chattaks 00 sq. ft.** lying at Mouza - Barabahera, J.L. No. 5 comprised in C.S. Dag No. 551 under C.S. Khatian No. 611, appertaining of R.S. Dag No. 551/942 under R.S. Khatian No. 662 corresponding to L. R. Dag No. 672 under L.R. Khatian Nos. 5567 & 5568, P.O. Barabahera, within the ambit of Nabagram Gram Panchayet, under P.S. Uttarpara, the said First Party acquired the right, title and interest in respect of the said property absolutely and forever. *along with two storied building measuring Area 1400 SFT.*
6. The owners herein being desirous to construct multi-storied building upon the said property tried to take all sorts of steps but owing to some problems, the owner decided to entrust the said entire project upon one noted Developer allowing him/ them to invest the entire Finance thereby giving him/them right to realize their such investment together with all sorts of costs for erection and others by selling out portions to be made at the said property with that of right to take all sorts of charge thereof in accordance with one specific Agreement.
7. The developer herein on hearing the aforesaid proposal came in contact with the owner herein and represented them as the property Developer with the purpose of promoting, sponsoring and constructing multi-storied buildings.
8. The developer thereafter examined the documents, Deeds and papers relating to the owners, title to the said property and have been satisfied with that of the owner title together with that of the marketability of the said property and as such it informed the owners about their willingness to input the entire finance to develop the said property and thereby proposal was made to that effect.

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9. on the basis of the said proposal the Party herein after several sittings in between themselves formulated the terms and conditions with regard to raising of the construction upon the said property on the basis of sanctioned plan to be sanctioned from the Municipal Authority wherein it has been specifically settled that the **SECOND PARTY HEREIN SHALL INVEST THE ENTIRE AMOUNT FOR SUCH DEVELOPMENT** without making the first party liable and responsible for the same together with that the second party on and from the date of starting the construction at the said property shall take all the charge to make a multistoried building with all the necessary amenities of water, lights sewerage's, drainage's, egress and ingress paths including apartments as per the law to that effect prevailing now in the state of West Bengal.
10. In pursuance to the understandings arrived at by & between the parties herein for avoiding all future complications and hazards decided to execute one development agreement containing all the settled terms and conditions agreed by and between themselves and as such entered into these presents.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESS AND IT IS HEREBY AGREED IN BETWEEN THE PARTIES HERETO AS FOLLOWS:-

ARTICLE : I : DEFENITIONS : -

OWNERS:- Shall mean the First Party i.e. (1) **SRI SUKDEB BISWAS**, son of Late Akul Chandra Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, (2) **SMT. NANDITA BISWAS**, wife of Sri Sukdeb Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, both are residing at 6/1, Samabay Path, P.O. Nabagram, P.S. Uttarpara, District-Hooghly, Pin - 712246, the First party herein along with their legal heirs, executors, administrators, successors, representatives and assigns.

DEVELOPER:- Shall mean the Second Party i.e. "**KRISHNA INFRACON**" a partnership Firm, having its office at Lohiya Garden, Naity Road, P.O. Barabahera, P.S. Uttarpara, District - Hooghly, Pin - 712246, represented by its one partner namely **SRI SUKDEB BISWAS**, son of Late Akul Chandra Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 6/1, Samabay Path, P.O. Nabagram, P.S. Uttarpara, District- Hooghly, Pin - 712246, the Second party together with its heirs, executors, administrators, legal representatives, successors in office and assigns.

PREMISES:- Shall mean the property situated at **Adibartma** of south side & **Vidyasagar Road** of East side, P.O. Barabahera, P.S. Uttarpara, District - Hooghly within the ambit of Nabagram Gram Panchayet, more fully and particularly described in the schedule herein below.

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BUILDING:- Shall mean the multi-storied building to be constructed (G+4) at the said premises in accordance with the plan to be sanctioned by the appropriate authority in several Blocks/Towers.

COVERED AREA:- Shall mean constructed space as per sanctioned building plan other than super built up area. Super built-up area shall be calculated 27% on the covered area.

COMMON FACILITIES & AMENITIES:- Shall mean entrance, staircase, Passage, ways, Water pump, overhead tank, underground reservoir, and other facilities which may be mutually agreed upon between the parties and required for the establishments, location enjoyment, maintenance and /or management of the building.

SALEABLE SPACE:- Shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and space required

OWNER'S ALLOCATION:- That the Owners in terms of the said agreement shall get **Flat & shop** details of which mentioned in the 2nd schedule written hereunder, along with proportionate, undivided, undemarcated and impartible share in the land of the said property with right of enjoyment of all the common portions and common facilities to be set in the building proposed to be constructed upon the 1st Schedule property.

DEVELOPER'S ALLOCATION:- Shall mean the rest constructed portion of sanctioned areas of the construction to be made within the said property along with proportionate, undivided, un-demarcated and impartible share in the land of the said property with right of enjoyment of all the common portions and common facilities to be set therein.

ARCHITECT:- Shall mean the person or persons who may be appointed by the developer for designing and planning of the said building

BUILDING PLAN:- Shall mean the building plan to be sanctioned (G+4) by the appropriate authority with such alteration or modifications as may be made by the developer from time to time, with several Blocks/Towers as the case may be.

TRANSFER:- With its grammatical variations shall include transfer by possession and by any other means adopted or effecting what is understood as a transfer of space in the building to the intending purchasers thereof in respect of the Developer share.

TRANSFeree:- Shall mean the person, firm, limited company, association or persons to whom any space and/or flat or apartment in the building has been transferred.

WORDS IMPARTING:-

singular shall include plural & vice versa and Masculine Gender shall include feminine and neuter genders, likewise words Imparting feminine gender shall include masculine & feminine genders.

ARTICLE:II:OWNER'S REPRESENTATIONS:-

- 1) The owners herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said premises free from all encumbrances, attachments, and liens whatsoever.
- 2) That the owners undertakes to reinstate their liabilities if any within the new construction out of their own share.
- 3) That there is no legal bar or otherwise for the owners to grant consent and permissions ~~that~~ may be required in due course of the construction.
- 4) The said premises are not vested or acquired by any acquisition or requisition proceeding of the Govt. or have not been noticed for causing such acquisition.
- 5) That the owners undertakes to deliver all papers relating to the said property and liable to pay the out goings if any and also duty bound to handover the correct and flawless documents to the developer.

ARTICLE :III: DEVELOPER'S RIGHT:-

1. The owners hereby grants subject to what has been herein after provided the right to the developer to build, construct, erect and complete the said building comprising of flats/units in order to sell the said flats/units to the intending Purchaser/s for their purpose by entering into agreements for sell and/or transfer in respect of the developer allocation in accordance with the plan to be sanctioned by the authority with or without amendment and/or modifications made or cause to be made by the developer.
2. The Developer constituted a partnership firm, comprising three partners namely (1) **SRI SUKDEB BISWAS**, son of ~~late~~ Akul Chandra Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, (2) **SMT. NANDITA BISWAS**, wife of Sri Sukdeb Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, (3) **MISS. PAYEL BISWAS**, Daughter of Sri Sukdeb Biswas, by faith - Hindu, by occupation - Student, by nationality - Indian, all are residing at 6/1, Samabay Path, P.O. Nabagram, P.S. Uttarpara, District- Hooghly, Pin - 712246, under the name and style "**KRISHNA INFRACON**" a partnership Firm, having its office at Lohiya Garden, Naity Road, P.O. Barabahera, P.S. Uttarpara, District - Hooghly, Pin - 712246, the partners above named mutually accorded to execute any Deed of Conveyance by any of the one partner in accordance with the provision of Indian Partnership Act, 1952.

IN THIS CONNECTION THE OWNERS SHALL BE DUTY BOUND TO HAND OVER ALL THE ORIGINAL COPIES OF THE DEEDS TO THE DEVELOPER FOR PROCESSING, MANAGING, OBTAINING OF THE SANCTION ETC, WITH THE EXECUTION OF THESE PRESENTS.

1. The developer shall be entitled to prepare and modify or alter the plan and to submit the same before the appropriate authority in the name of the owners at the cost of the developer and the developer shall pay and bear all the expenses required to be paid or deposited (including the taxes subsequent to this and all other relevant fees) for obtaining the sanction from the said authority required for construction of the building at the said premises provided that the developer shall be exclusively entitled to all sorts of refunds of any or all sorts of payments and/or deposits paid for the same by the developer. Be it noted that all arrear taxes and mutation fees shall have to be borne by the owner herein.
2. Nothing in these presents shall be construed as a demise or assignment or transfer by the owners of the said premises or any part thereof to the developer or as creating any right, title and interest in respect thereof in favour of the developer other than an exclusive license to the developer to sell the flats/units/commercial units to be made at the said premises in terms thereof with the developer's allocation in the building to be constructed thereon in the manner and subject to the terms hereinafter stated.

ARTICLE:IV:APARTMENT CONSIDERATION:-

- 1) In consideration of the owners having agreed to permit the developer to sell the flats (except the owner's allocation within the said new construction at the said premises) the developer herein agrees.
 - a) At their own cost shall obtain all necessary permissions, sanction of the building plan and/or approvals and/or consents.
 - b) In respect of the construction of the building to pay costs of supervision of the development and construction in respect of the building including the owner's allocation at the said premises.
 - c) To bear all costs, charges and expenses for construction of the building at the said premises **AND THE SAID COST SHALL INCLUDE THE COST OF THE SUBSEQUENT TAXES TOGETHER WITH THAT OF THE SANCTION CHARGES ALONG WITH OTHER CHARGES IF ANY.**
 - d) Allocate the owners in respect of **their** share within the said building to be constructed and completed the said premises within **36** months from the date of sanctioned Building Plan which shall be the essence of the present contract.

ARTICLE: V: OWNER'S ALLOCATION:-

1. That the Owners in terms of the said agreement shall get **Flat & Shop** details of which mentioned in the 2nd schedule written hereunder along with proportionate, undivided, undemarcated and impartiable share in the land of the said property with right of enjoyment of all the common portions and common facilities to be set in the building proposed to be constructed upon the 1st Schedule property.
2. All that flat as earmarked as above to be allotted in favour of the owners with proportionate, undivided, undemarcated and impartiable share in the land of the said property together with right of enjoyment of all the common portions including open roof and common facilities in common with others within the said new building.
3. That the developer shall be duty bound to complete the construction at its own costs including all the common facilities and amenities needed for the said building. It is specifically agreed that the actual time limit for the entire project shall be **36** months from the date of sanctioned building plan.
4. The Developer shall have no power and authority to sell the share of owner's Allocation.

ARTICLE: VI: DEVELOPER'S ALLOCATION:-

In consideration of the aforesaid stipulations the developer shall be entitled to the developer allocation to the entire building save and except owner's allocation together with the proportionate, undivided, undemarcated and impartiable share in the land of the aforesaid property together with proportionate undivided share in the common facilities and amenities including the right to use service area thereof to be available at the said premises upon construction of the said building after providing for the owner's allocation and the developer shall be entitled to enter into agreement for sale for transfer its share with any transferees and to receive, realize any earnest money or entire consideration amount in respect thereof pursuant to this agreement and it is hereto expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the owners and this agreement by itself shall be treated as consent by the owners.

ARTICLE: VII: PROCEDURE:-

The owners has granted to the developer a general power of attorney in this instrument, whereby and where under the Developer have right to obtain the sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority or authorities together with that of to proceed with all sorts of further acts and deeds in connection with the development of the said property and also to sell the developer allocation and to prepare deed of conveyance unto and infavour of intending Purchaser/s and to admit, execution and registration to the appropriate authority as per the present agreement.

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ARTICLE :IX: CONSTRUCTION:-

That the developer shall be solely and exclusively responsible for construction of the said building as per the present development agreement,

ARTICLE :X: BUILDING :-

- 1) The developer shall at its cost -construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time. Such construction of the building shall be completed in its entirety by the developer within **36** months from the date of sanctioned building plan.
- 2) The developer shall erect the said building at its own cost as per specification and drawings provided by the architect together with that of water connections, storage of water on the over head tank deep tube well electric connection and also the temporary electric connection till permanent electric connections are obtained from the proper authority together with that of the facilities as are required to be set in the residential building for self-contained flats units and apartments within the said property on **OWNERSHIP BASIS**.
- 3) Empowering the developer to do or cause to be done all the acts relate to the said new construction.
- 4) The developer shall at its own costs and expenses and without creating any financial or other liabilities on the owners- construct and complete the building and various units and/or apartments in accordance with the building plan and amendment thereto or modification thereof made or caused to be made by the developer.
- 5) All costs charges and expenses including architects fees shall be paid discharged and borne by the developer and the owners shall have no liability in this connection.
- 6) The developer shall provide at its own cost, electricity wiring, watercourses, pipelines, septic tank, sewerage lines along with its connections in the entire flat and unit portions along with the owner's allocated portions.

ARTICLE :XI: COMMON FACILITIES:-

- 1) The developer shall pay and bear the taxes and other dues in respect of the entire property on and from the date of taking possession of the same and the developer undertakes to pay and bear the same till the owner's allocation is delivered in the new construction, which shall include the aberrance of the tax also during the period of construction.

- 2) That the developer also herein shall be liable to pay its share of taxes and share of other charges till their portions are sold out unto and in favour of the different purchaser/s subsequent to giving delivery of possession unto the said intending purchaser in respect of the allocated portion of the developer, the said Purchaser/s shall be liable to bear the proportionate taxes and charges thereof.
- 3) As and from the date of notice of taking delivery of possession the owners and developer shall also be responsible to pay and to bear proportionate share of the service charges for the common facilities in the said building in respect of both owner's allocation and developer allocation and the said allocation shall include proportionate share of insurance premium for the building including its water lines scavenging charges, maintenance, repair, renovation, replacement of common installation including pipes wiring pump motor, septic tank and other electrical and mechanical installation and equipment's, stairways, landings, corridors, passage ways and such other and further common facilities whatsoever which shall be set and used by all in common with all the others.

ARTICLE :XII: JURISDICTION:-

That the jurisdiction of the parties hereto shall be within the bounds of ordinary jurisdiction of Serampore court including that of the Hon'ble High court at Calcutta.

ARTICLE :XIII: GENERAL POWER OF ATTORNEY:-

In terms of agreement we the owners hereby authorize and empower "KRISHNA INFRACON" a partnership Firm, having its office at Lohiya Garden, Naity Road, P.O. Barabahera, P.S. Uttarpara, District - Hooghly, Pin - 712246, represented by its one partner namely **SRI SUKDEB BISWAS**, son of late Akul Chandra Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, **PAN - AITPB7256L**, residing at 6/1, Samabay Path, P.O. Nabagram, P.S. Uttarpara, District- Hooghly, Pin - 712246, to construct multistoried building upon the scheduled mentioned property.

KNOW YE BY THESE PRESENTS we, (1) **SRI SUKDEB BISWAS**, son of Sri Akul Chandra Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, **PAN - AITPB7256L**, (2) **SMT. NANDITA BISWAS**, wife of Sri Sukdeb Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, **PAN - AOSPB4034R**, both are residing at 6/1, Samabay Path, P.O. Nabagram, P.S. Uttarpara, District- Hooghly, Pin - 712246, do hereby nominate, constitute and appoint "KRISHNA INFRACON" a partnership Firm, having its office at Lohiya Garden, Naity Road, P.O. Barabahera, P.S. Uttarpara, District - Hooghly, Pin - 712246, represented by its one partner namely **SRI SUKDEB BISWAS**, son of late Akul

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Chandra Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, PAN - AITPB7256L, residing at 6/1, Samabay Path, P.O. Nabagram, P.S. Uttarpara, District- Hooghly, Pin - 712246, as our true and lawful attorney for us in our name on our behalf to do, execute and perform all or any of the following acts, deeds and things that is to say: -

1. To sign, execute and submit all plans, documents, statement, papers undertaking declaration and plans as may be required for having the plan to be sanctioned and/or sanction plans modified and/or altered by the Nabagram Gram Panchayet and other authorities.
2. To erect a multis-toried building upon the scheduled mentioned property as per building plan to be sanctioned by the appropriate authorities.
3. To enter into hold and defend possession of the said property and every part thereof and also to manage and maintain and administer the said property.
4. To appear and act in all the courts, criminal, civil Revenue Office, Block land and land Reform Office, District Registrar Office, Additional District, Sub-Registrar Office, District Magistrate & Sub Divisional Office, District Board, Panchayet Board or notified area WBSEB Office or any other local authority.
5. To assign verify plaints, written statements, petitions, objections memorandum of appeals and petitions, objection and application of all kinds and to file it in any court of law such as Civil Court, Criminal Court or any of the office or offices.
6. To appoint any Advocate, Revenue Agent or any other legal practitioner or any person legally authorized to do any act.
7. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
8. To file and receive back any documents to deposit money by challan or receipt and to withdraw money from any court cases or from any offices to grant proper acknowledgement receipt.
9. To accept service of any summons, notice if issued by any court and office against us.
10. To obtain refund of stamp duty, court fees, to execute the decree or any decrees up to the amount of the decree.
11. To file suit for damage and any kind of suit.
12. To apply to court and offices for copies of documents and papers and to withdraw deeds, documents, papers from any court.

13. To apply for the inspection of and to inspect any judicial records and records of any office or offices.
14. To file any application before the Nabagram Gram Panchayet or any board and to appear and also to do all acts which will be necessary to protect the interest of the property and also take any copies from the Panchayet.
15. To deal with the WBSEB for obtaining electric connection over the Scheduled mentioned property and to sign all letters, applications undertaking, terms and conditions as may from time to time be thought necessary as may be required by concerned authorities.
16. To enter into an agreement for sale of any flat /or flats **except** the owners' allocation as stated in the Deed of Agreement and to do all acts which will be legally valid for completion of all agreement if required to appear before the registering authority and presenting the same and shall admit execution and registration.
17. To receive part payment or entire consideration amount and grant receipt of payment and discharge the obligation thereof with regard to developer's allocation as stated in the deed of agreement.
18. To execute and register proper instrument of transfer by deed of conveyance and shall present the same before the Registration Authority and shall admit execute and Registrar and also shall complete and observe all formalities for completion of sale and shall deliver possession thereof.

AND GENERALLY to do all such acts, deeds and things which in the opinion of our said attorneys ought to have been done to achieve the purpose envisaged herein to be done as per statute

we do hereby agree that all acts, deeds and things lawfully done by the said attorney as per the power given hereinabove shall be construed as acts, deeds and things done by the executors and we undertake to ratify and confirm all such acts that our said attorney shall lawfully do by virtue of this power of attorney.

1ST SCHEDULE ABOVE REFERED TO

(The Said Property)

ALL THAT piece and parcel of Land measuring an area more or less **14 Cottahas 01 Chattaks 00 sq. ft.** lying at Mouza - Barabahera, J.L. No. 5 comprised in ~~C.S. Dag No. 551~~ under C.S. Khatian No. 611, appertaining of R.S. Dag No. 551/942 under R.S. Khatian No. 662 corresponding to L. R. Dag No. 672 under L.R. Khatian Nos. 5567 & 5568, P.O. Barabahera, within the ambit of Nabagram Gram Panchayet, under P.S Uttarpara, Additional District Sub-Registry Office at Uttarpara, in the District - Hooghly. *along with a Cement Blooming Two storied building measuring 14,00 SFT. (Gr. Floor 800 SFT. & 1st Floor 600 SFT.)*

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The said property is butted and bounded by: -

- ON THE NORTH* : House of Smt. Sadhana Sengupta;
ON THE SOUTH : Property of Other;
ON THE EAST : Property of Sadhana Sengupta;
ON THE WEST : Samabay Path of Panchayet Road;

The proportionate annual rent of the said property is Rs. 2/- only, payable to the Collectorate of Hooghly, through the B. L. & L. R. O. Serampore, on behalf of Government of West Bengal.

2ND SCHEDULE ABOVE REFERRED TO
OWNER'S ALLOCATION

The Owner's Allocation

<u>SL. NO.</u>	<u>FLOOR</u>	<u>MEASURING AREA</u>
1)	4 TH Floor (One Flat)	492 sq. ft. more or less (Super Built-up area)
2)	Ground Floor (One Shop)	105 sq. ft. more or less (Super Built-up area)

along with proportionate, undivided, undemarcated and impartible share in the land of the said property with right of enjoyment of all the common portions and facilities to be set therein.

3RD SCHEDULE ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

Shall mean the rest of the constructed portion of sanctioned areas of the construction to be made within the said property along with proportionate, undivided, undemarcated and impartible share in the land of the said property with right of enjoyment of all the common portions and common facilities to be provided therein.

4TH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS)

1. The space within the building comprised of the entrance and exits therein, stair Case, landings, lobbies, corridors, and passages.
2. Foundation column, girded beams, supports, compound wall of the building, sanitary chambers.
3. Water pumps, overhead water tank, submersible pump, rain pipes, sewerage pipes and other common services, such as drainage system in the premises, water supply arrangements and electrical wiring and fittings in the common areas.
4. Septic tanks soak pits, sewerage lines therein.

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5. All other areas, installations, equipments, facilities and amenities, which intended for common use.
6. Lift facility.
7. Boundary wall.
8. Open roof
9. Common Parking space under the Ground Floor.
10. Common meter space under the Ground Floor.

(Construction & Specification)

(The flat is normal category)

As per Brochure

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

SIGNED & DELIVERED :-

In the presence of

WITNESSES :-

1. *Jamal Hatabov.*
Konnagar, Hooghly.

2. *Joy Banerjee*
Konnagar, Hooghly

✓ Sri Deb Bhow

✓ Vandita Bhow

Signature of the Owners

Sri Deb Bhow
Krishna Infracon
Partner

Signature of the Developer























Drafted by me:

Advocate

Serampore Court.

W3/14/20/80

FINGER PRINTS OF BOTH HANDS

PHOTO					
 <i>S. Adesh Kumar</i>					
	Thumb	Fore	Middle (Left-Hand)	Ring	Little
					
Thumb	Fore	Middle (Right-Hand)	Ring	Little	
Signature:-					
PHOTO					
 <i>Radhika Prasad</i>					
	Thumb	Fore	Middle (Left-Hand)	Ring	Little
					
Thumb	Fore	Middle (Right Hand)	Ring	Little	
Signature:-					



Government of West Bengal
Directorate of Registration & Stamp Revenue
FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	0621000201/2018	Date of Application	10/04/2018
Query No / Year	06210000560255/2018		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr Subir Dasgupta		
Stampduty Payable	Rs.10,050/-		
Registration Fees Payable	Rs.14/-		
Applicant Name of the Visit Commission	Mr Tamal Halder		
Applicant Address	konnagar		
Place of Commission	6/1, Samabay Path, P.O:- Nabagram, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712246		
Expected Date and Time of Commission	10/04/2018 6:00 PM		
Fee Details	J1: 250/-, J2: 60/-, PTA-J(2): 20/-, Total Fees Paid: 330/-		
Remarks			





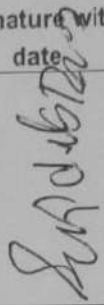



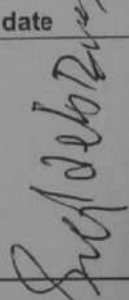
Government of West Bengal

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

OFFICE OF THE A.D.S.R. UTTARPARA, District Name :Hooghly

Signature / LTI Sheet of Query No/Year 06210000560255/2018

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri Sukdeb Biswas 6/1, Samabay Path, P.O:- Nabagram, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN - 712246	Land Lord			 D.T. 9/24/18
2	Smt Nandita Biswas 6/1, Samabay Path, P.O:- Nabagram, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN - 712246	Land Lord			 D.T. 9/24/18
3	Shri Sukdeb Biswas 6/1, Samabay Path, P.O:- Nabagram, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN - 712246	Representative of Developer [KRISHNA INFRACON]			



Major Information of the Deed

Deed No :	I-0621-01210/2018	Date of Registration	19/04/2018
Query No / Year	0621-0000560255/2018	Office where deed is registered	
Query Date	05/04/2018 7:00:40 PM	A.D.S.R. UTTARPARA, District: Hooghly	
Applicant Name, Address & Other Details	Subir Dasgupta Serampore Court, Thana : Serampur, District : Hooghly, WEST BENGAL, Mobile No. : 9830555652, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-]		
Set Forth value	Market Value		
	Rs. 80,10,938/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,050/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks:			

Land Details :

District: Hooghly, P.S:- Uttarpara, Gram Panchayat: Nabagram, Mouza: Bara Bahera

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-672	LR-5567	Bastu	Bastu	7 Katha		34,65,000/-	Property is on Road Adjacent to Metal Road,
L2	LR-672	LR-5568	Bastu	Bastu	7 Katha 1 Chatak		34,95,938/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			23.2031Dec	0 /-	69,60,938 /-	
	Grand Total :				23.2031Dec	0 /-	69,60,938 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	1400 Sq Ft.	0/-	10,50,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
	Total :	1400 sq ft	0 /-	10,50,000 /-	

Major Information of the Deed :- I-0621-01210/2018-19/04/2018

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Shri Sukdeb Biswas (Presentant) Son of Late Akul Chandra Biswas 6/1, Samabay Path, P.O:- Nabagram, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712246 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AITPB7256L, Status :Individual, Executed by: Self, Date of Execution: 10/04/2018 , Admitted by: Self, Date of Admission: 10/04/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/04/2018 , Admitted by: Self, Date of Admission: 10/04/2018 ,Place : Pvt. Residence</p>
2	<p>Smt Nandita Biswas Wife of Shri Sukdeb Biswas 6/1, Samabay Path, P.O:- Nabagram, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712246 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AOSPB4034R, Status :Individual, Executed by: Self, Date of Execution: 10/04/2018 , Admitted by: Self, Date of Admission: 10/04/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/04/2018 , Admitted by: Self, Date of Admission: 10/04/2018 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>KRISHNA INFRACON Lohiya Garden, Naity Road, P.O:- Barabahera, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712246 , PAN No.:: AAPFK5261J, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Shri Sukdeb Biswas Son of Late Akul Chandra Biswas 6/1, Samabay Path, P.O:- Nabagram, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712246, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AITPB7256L Status : Representative, Representative of : KRISHNA INFRACON (as Partner (Developer))</p>

Identifier Details :

Name & address
<p>Shri Tamal Halder Son of Shri Ramesh Halder Serampore Court, P.O:- Serampore, P.S:- Serampur, District:-Hooghly, West Bengal, India, PIN - 712201, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Shri Sukdeb Biswas, Smt Nandita Biswas, Shri Sukdeb Biswas</p>

Major Information of the Deed :- I-0621-01210/2018-19/04/2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri Sukdeb Biswas	KRISHNA INFRACON-7 Katha
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Smt Nandita Biswas	KRISHNA INFRACON-7 Katha 1 Chatak
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri Sukdeb Biswas	KRISHNA INFRACON-700.00000000 Sq Ft
2	Smt Nandita Biswas	KRISHNA INFRACON-700.00000000 Sq Ft

Land Details as per Land Record

District: Hooghly, P.S:- Uttarpara, Gram Panchayat: Nabagram, Mouza: Bara Bahera

		Details Of Land
Sch No	Plot & Khatian Number	
L1	LR Plot No:- 672(Corresponding RS Plot No:- 551/942), LR Khatian No:- 5567	Owner:শুকদেব বিয়াস, Gurdian:অকুল চন্দ্র বিয়াস, Address:নিজ, Classification:বাস্ত, Area:0.10900000 Acre,
L2	LR Plot No:- 672(Corresponding RS Plot No:- 551/942), LR Khatian No:- 5568	Owner:নন্দিতা বিয়াস, Gurdian:শুকদেব বিয়াস, Address:নিজ, Classification:বাস্ত, Area:0.12200000 Acre,

Endorsement For Deed Number : I - 062101210 / 2018

On 10-04-2018

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

Presented for registration at 19:45 hrs on 10-04-2018, at the Private residence by Shri Sukdeb Biswas , one of the Executants.

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 80,10,938/-

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

Execution is admitted on 10/04/2018 by 1. Shri Sukdeb Biswas, Son of Late Akul Chandra Biswas, 6/1, Samabay Path, P.O: Nabagram, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712246, by caste Hindu, by Profession Business, 2. Smt Nandita Biswas, Wife of Shri Sukdeb Biswas, 6/1, Samabay Path, P.O: Nabagram, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712246, by caste Hindu, by Profession Business

Indetified by Shri Tamal Halder, Son of Shri Ramesh Halder, Serampore Court, P.O: Serampore, Thana: Serampur, Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 10-04-2018 by Shri Sukdeb Biswas, Partner (Developer), KRISHNA INFRACON (Partnership Firm), Lohiya Garden, Naitly Road, P.O:- Barabahera, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712246

Major Information of the Deed :- I-0621-01210/2018-19/04/2018

Identified by Shri Tamal Halder, . . . Son of Shri Ramesh Halder, Serampore Court, P.O: Serampore, Thana: Serampur, .
Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Law Clerk

Kripasindhu Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. UTTARPARA
Hooghly, West Bengal

On 19-04-2018

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/04/2018 12:49PM with Govt. Ref. No: 192018190223308401 on 19-04-2018, Amount Rs: 14/-, Bank: United Bank (UTBI0OCH175), Ref. No. 10435418 on 19-04-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,050/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 9,050/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 429281, Amount: Rs.1,000/-, Date of Purchase: 13/03/2018, Vendor name: Animesh Rakshit
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/04/2018 12:49PM with Govt. Ref. No: 192018190223308401 on 19-04-2018, Amount Rs: 9,050/-, Bank: United Bank (UTBI0OCH175), Ref. No. 10435418 on 19-04-2018, Head of Account 0030-02-103-003-02

Kripasindhu Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. UTTARPARA
Hooghly, West Bengal

Major Information of the Deed :- I-0621-01210/2018-19/04/2018

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0621-2018, Page from 35946 to 35972
being No 062101210 for the year 2018.



Digitally signed by Kripasindhu Ray
Date: 2018.04.20 14:47:04 +05:30
Reason: Digital Signing of Deed.

(Kripasindhu Ray) 20-04-2018 14:45:54
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. UTTARPARA
West Bengal.

(This document is digitally signed.)