

9513/16

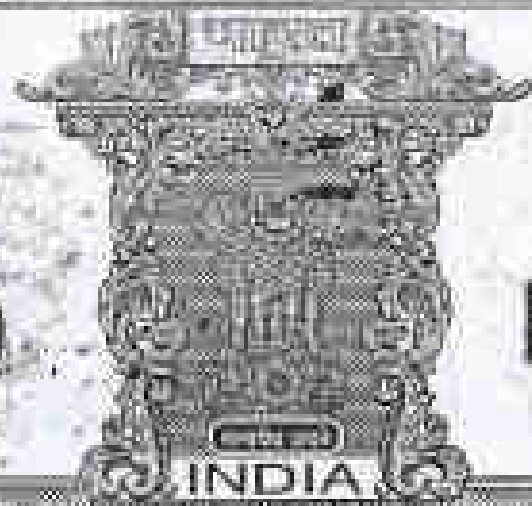
10

05208/16

# भारतीय नैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A.R.A.  
III

T-360053

315-517/16

*[Faint text and signature]*

05208/16

*[Signature]*  
Notary Public

26 AUG 2016

**THIS POWER OF ATTORNEY** made this 23<sup>rd</sup> day of August 2016 BY HANJAY BHUSHAN DUTTA, son of the Late Indra Mohan Dutta, having PAN ACDFD64287, residing at Premises No.98, Baidangan Gold Park, Flat No.X-1, Ashwin, Neelachal Abasan, Post Office-East Kolkata Township (sub-office), Police Station-Kasba, Kolkata-700 107, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject of

*[Faint signature]*

16 MAR 2016

119879

VICTOR MOSES & CO  
 Solicitors & Advocates  
 5, GM Post Office Street  
 Kolkata-700 001

ANUSHREE BANERJEE  
 L.S. VENDOR (G.S.)  
 HIGH COURT, KOLKATA-700 001

16 MAR 2016



  
 23 AUG 2016

Mr. Kumar Roy  
 D. Kalyan M. Roy  
 at Post Office St.  
 Thakur - 700001

(Seal)

context be deemed to mean and include its heirs, executors, administrators, legal representatives and assigns) **IN FAVOUR OF VEE DEE REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having CIN U70101WB2007PTC112989, having PAN AADCV1781B, having its registered office at- Room No.35, 6<sup>th</sup> Floor, Public Court, 18, Rabindra Sarani, Post Office-Bowbazar, Police Station-Bowbazar, Kolkata-700 001, represented through its Director Mr. Sekharenda Dutta, son of the Late Nivrajn Dutta, having DIN 00657059, having PAN AADCV1781B, residing at BC-199, Salt Lake City, Sector-I, Police Station-Bidhannagar, Post Office-Bidhannagar, Kolkata-700 064, hereinafter referred to as the **ATTORNEY**:

**WHEREAS:**

A. I am seized and possessed of and/or otherwise well and sufficiently entitled to All That the total piece and parcel of land containing an area of 18 cottaha 8 chittaks 16 sq.ft. (on physical measurement 19 cottaha 2 chittaks 15 sq.ft.) be the same or a little more or less situate lying at Mouza Bondel, Grand Division-V, Sub Division-I, presently being Premises Nos.13, Bediadariga 1<sup>st</sup> Lane and 24C/1, Bediadariga 2<sup>nd</sup> Lane, Police Station-Kasba, Ward No.67, within the Kolkata Municipal Corporation, Kolkata-700 039, more fully and particularly described in the Schedules hereunder written (hereinafter referred to as the **said property**) and the recorded owner thereof in the assessment records of the Kolkata Municipal Corporation.

By a Development Agreement dated the 12<sup>th</sup> August, 2016 made between myself therein referred to as the Owner of the One Part and Vec Dee Realtors Private Limited represented through its Director Mr. Sekharenda Dutta, therein referred to as the Developer of the Other Part and registered with the Registrar of Assurances-I, Kolkata in

Bank No.1, C.D. Volume No 1901-0018, Being No.0257 for the year 2016, (herein after referred to as the said Agreement), I have appointed the Developer therein to develop the said property by construction of a multi-storied residential building thereon or on the part thereof in accordance with the terms and conditions therein contained and in pursuance to the building permit sanctioned by the Kolkata Municipal Corporation.

C. Pursuant to and in terms of the said Agreement I intend to nominate, constitute and appoint the said Vee Dee Realtors Private Limited, to be my true and lawful Attorney to act in and perform the following acts deeds and things:

**NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH** that I, **SANJAY BRUSHAN DUTTA**, son of the Late Indra Mohan Dutta, having PAN ADIP06423F, residing at Premises No.98, Rajdanga Gold Park, Flat No.K-1, Ashwin, Neelachal Abasan, Post Office-East Kolkata Township (sub-office), Police Station-Kolkata, Kolkata-700 107, do hereby nominate constitute and appoint the said **VEE DEE REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having CIN U70101WB30077TC112989, having PAN AADCV1781B, having its registered office at Room No.38, 6<sup>th</sup> Floor, Poddar Court, 18, Rabindra Sarani, Post Office-Bowbazar, Police Station-Bowbazar, Kolkata-700 001, represented through its Director Mr. Bhabanendu Dutta, son of the Late Niranjan Dutta, having DIN 00657059, having PAN AADCV1781B, residing at BC-199, Salt Lake City, Sector-1, Police Station-Bidhanagar, Post Office-Bidhanagar, Kolkata-700 064, to be my true and lawful Attorney for me, in my name and on my behalf to do, execute, perform and exercise all and any one of the following acts, deeds, matters and things that is to say:-

1. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and in account of the said property or any part thereof.

2. To apply for and obtain amalgamation of the said property comprising two separate premises before said from the Kolkata Municipal Corporation.

3. To appear and represent me before all authorities including the Kolkata Municipal Corporation for fixation and/or finalisation of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorneys may deem fit and proper.

4. To apply for and obtain sanction of a building plan from the Kolkata Municipal Corporation in respect of the said property and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereinafter in terms of the said Development Agreement at its own costs and expenses.

5. To sign and execute all plans, sketches, maps, declarations, including Boundary Declaration, forms, petitions, letters or any other documents relating to or in connection with the applying for and obtaining sanction of plan in respect of the development of the said property.

6. To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the new building on the said property and to claim refunds of such deposits and to give valid and effectual receipts and discharge for the same.

7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions and/or licences and/or no objection from

any statutory authority including the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Fire Brigade, Kolkata Police, Environmental Department, Authorised Officer under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, Competent Authority under the West Bengal Apartment Ownership Act, 1972 and all other licensing and statutory authorities as and whenever required.

8. To appear and represent us before the necessary authorities including the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Fire Brigade, Kolkata Police, Environmental Department, Authorised Officer under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and all other licensing and statutory authorities in connection with the obtaining no objection, approvals, permission, sanction, modification and/or alteration of plans for the new building.

9. To apply for and obtain clearance certificate, if required, from the West Bengal Pollution Control Board for sanction of plans of the said property.

10. To pay fees for obtaining sanction and such other orders and permissions from the necessary authorities as be expedient for modification and/or alteration of the sanctioned plans and also to submit and take delivery of title deeds concerning the said property and also other papers and documents as may be required by the necessary authorities and to appoint Architects and other Agents for the aforesaid purposes as the said Attorney shall think, fit and proper.

11. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the plans to any authority or authorities.

12. To obtain delivery of the sanction plan and the completion certificate of the building from the Kollata Municipal Corporation or any other authority or authorities.

13. To appoint architects, contractors, sub-contractors and surveyors as may be required for the preparation of the building plan and to supervise the development and construction work of the New Building on the said property or part thereof.

14. To enter upon the said property with men and material as may be required for the purpose of development work and erect the New Building as per the Building Plans to be sanctioned.

15. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility to the said property and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.

16. To commence prosecute enforce, defend, answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning the said property or any part thereof including relating to acquisition and/or requisition in respect of the said property or any part thereof and if think fit to compromise settle, refer to arbitration, abandon, any such action or proceeding as aforesaid before any Court, Civil or Criminal or Revenue.

17. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vahanstama, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected with the said property or part thereof.

18. To deposit and withdraw fees, documents and moneys in and from any Court or Courts and/or any other person or authority and give valid receipts and discharges therefor.

19. To accept any service of writ of summons or other legal process and to appear in any court of authority as our Attorney deems appropriate and to commence any action or legal proceedings in any court or before any authority and to prosecute, discontinue or become non-suited and to settle, compromise or refer any dispute to arbitration as our Attorney may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, and warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.

20. To make, sign and submit applications and Petitions, letters and other documents to the appropriate Government (State and Central) Departments, Local Authorities or other competent or Appropriate Authorities or bodies for all and any licenses, permissions, consents, approvals, no objection certificates and clearances as may be required by any Central or State legislation for the time being in force, in connection with the said property for construction of buildings and structures thereon and pay such fees, charges, deposits and give security that may be required in respect thereof and for that purpose to give all necessary writings, instruments, affidavits, declarations, indemnities, undertakings, as may be required to be given to the various authorities concerned.

21. After completion of the construction of the New Building, to apply for and obtain part-occupation/occupation and completion certificate in respect of the New Building or parts thereof from the Planning Authorities.



22. To make necessary representations including filing of complaints and appeals before the Assessor & Collector, Kolkata Municipal Corporation and other concerned authorities including the Court of Competent Jurisdiction or Forum in regard the fixation of rateable value of buildings (proposed new buildings) under construction on the said property by the Assessor and Collector and to file Appeals applications and other proceedings in any Court, forum or Tribunal.

~~23. To negotiate for sale/transfer in respect of the saleable spaces of the Developer's Allocation in the new building as defined in the said Agreement to be constructed on the said property or part thereof.~~

~~24. To enter into agreement for sale, transfer, lease out, let out or to grant any other right in respect of various portions of saleable spaces of the Developer's Allocation as mentioned in the said Agreement on agreed terms and conditions with the intending Purchaser or Transferee in respect thereof and to receive earnest money or consideration from time to time and to sign and give valid and effectual receipts or discharges thereof.~~

25. To execute and register from time to time Agreement for sale, Lease or any other document in connection with the transfer of the undivided proportionate share in the land comprised in the said property in respect of the of saleable spaces of the Developer's Allocation as mentioned in the said Agreement and to receive consideration therefor and present the above documents for registration and admit the execution of such documents before the appropriate authorities registration authority/ies and/or other authorities having jurisdiction in the matter.

26. To execute conveyances/conveyances in respect of the saleable spaces of the Developer's Allocation of the new building as mentioned in the said Agreement to be constructed on the said property or part

themselves in favour of the Purchaser or its nominee or nominees in such part or parts as the Purchaser may desire and to receive consideration money and sign and give valid and effectual receipts or discharges thereof.

27. To present such conveyances or conveyances in respect of the Developer's allocation of the new building as mentioned in the said Agreement to be constructed on the said property or part thereof for registration before the registering authority and to admit execution thereof.

28. To insure the New Building and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as our Attorney may think sufficient to protect the interests of all concerned therein.

29. To ask for, receive and recover from all the transferees /purchasers all consideration, charges, service charges and other charges and sums of moneys in respect of transfer of the saleable spaces in the said building comprised in the said Development Agreement and the spaces to be constructed thereon, in any manner whatsoever and also on non-payment thereof to enter upon and restrain and/or and take legal steps for the recovery thereof as our Attorney may think fit.

30. To hand over and deliver possession of the saleable spaces including units, parking spaces, etc. of the new building at the said property to such person or persons including the nominee/s and/or assign/s of the Attorney as it may in its absolute discretion think fit and proper.

31. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the

powers and authorities herein before contained, as fully and effectually as we could do in person.

32. To Delegate such of the powers as the said Attorney in its absolute discretion shall think, fit and proper to any of its officers or agents and upon such delegation the said Power of Attorney shall be deemed to have been granted by the grantor in favour of the said delegate or delegates as the case may be.

Be it noted that this Power of Attorney is being granted in favour of the said Attorney without any consideration and no interest or right of the Attorney is created in the said property, which is the subject matter of this Power of Attorney.

**AND GENERALLY** to act as the Attorney in relation to the said property for and on behalf of me and to do and execute all instruments, acts, deeds, matters and things as fully and effectually as we could have done if personally present,

**AND** I do hereby agree to ratify and confirm whatever the said Attorney shall do or purport to be done by virtue of those presents in or about the said property as aforesaid.

**AND** The Attorney shall exercise its rights under this power in terms of the said Development Agreement without any liability on me of any nature whatsoever, financial, criminal, civil or otherwise.

**THE SCHEDULE ABOVE REFERRED TO**

**(SAID PROPERTY)**

**PART-I**

**ALL THAT** the piece and parcels of land containing an area of 7 cottahs 5 chittaks be the same a little more or less together with one storied brick built building having a super built up area of 1000 sq.ft. more or less erected thereon or on the part thereof situate lying at

Monza Bandal, Grand Division-V, Sub Division-I, presently being Premises No.13, Bediadanga 1<sup>st</sup> Lane, Post Office-Kasba, Police Station-Kasba, Ward No.67, within the Kolkata Municipal Corporation, Kolkata-700 039 and butted and bounded as follows:-

ON THE NORTH	:	Property No.12, Bediadanga 1 <sup>st</sup> Lane;
ON THE EAST	:	Property No.24C/1, Bediadanga 2 <sup>nd</sup> Lane;
ON THE WEST	:	Bediadanga 1 <sup>st</sup> Lane;
ON THE SOUTH	:	Bediadanga 1 <sup>st</sup> Lane;

#### PART-II

ALL THAT the piece and parcels of land containing an area of 11 cottahs 3 chittaks 6 sq.ft. (on physical measurement 11 cottahs 13 chittaks 15 sq.ft.) to the name a little more or less together with tin/ asbestos shed/structure covering an area of 1500 sq.ft. more or less erected thereon or on the part thereof situate lying at Monza Bandal, Grand Division-V, Sub Division-I, presently being Premises No.24C/1, Bediadanga 2<sup>nd</sup> Lane, Post Office-Kasba, Police Station-Kasba, Ward No.67, within the Kolkata Municipal Corporation, Kolkata-700 039 and butted and bounded as follows:-


ON THE NORTH	:	Property No.24, Bediadanga 2 <sup>nd</sup> Lane;
ON THE EAST	:	wide passage;
ON THE WEST	:	Property No.13, Bediadanga 1 <sup>st</sup> Lane;
ON THE SOUTH	:	Bediadanga 1 <sup>st</sup> Lane;

IN WITNESS WHEREOF I the said Owner have hereunto set  
and subscribed our hands and seals the day, month and year first  
above written.

SIGNED, SEALED AND  
DELIVERED by the said OWNER at  
Kolkata in the presence of:

Sri Sri Kunal Ray  
6, 601 Post Office St.  
Kolkata - 700001

Prasanna Chandra  
15/5E, Baghbaran Street  
Kolkata - 700003

( Sajjo Sh. Seal  
(SRIJAY BHUPAN DUTTA)

Drafted by:



Anjan Mandal  
Advocate,  
C/o. Victor Moses & Co.  
Solicitors & Advocates  
8, 101 Post Office Street, Kolkata-700 001.  
Enrollment No. WB/365/1998



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 / LI Sheet of Query No/Year: 1803100021553110018

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

Sl No.	Name of the Executor	Category	Photo	Finger Print	Signature with date
1	Saraj Bhushan Datta, 10, Rajendra Goud Path Ashan, National Avenue, PM No K-1 P.O.- E K T P E- Kashin, District South 24 Parganas, West Bengal, India. PIN - 700107	Principal			Saraj Bhushan Datta 22/8/16 Principal
Sl No.	Name and Address of Identifier	Identifier of			Signature with date
1	Mr Dujh Kumar Dey Son of Late M M Dey A, Old Post Office Street, P.O.-G P D, P.S.- Hare Street, Kulsala District-Kolkata, West Bengal, India. Pin - 700034	Saraj Bhushan Datta,			Saraj Bhushan Datta 22/8/16

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

Kolkata, West Bengal, India

22/8/2016



**INCORPORATED LAW SOCIETY OF CALCUTTA  
HIGH COURT CALCUTTA**

MEMBER OF THE BAR



**NAME** - **SHRI RAJIB ROY**  
**ADDRESS** - **ENCL ANNA ROAD**  
**CLUB** - **CLUB OF ADVOCATES**  
**PROFESSION** - **ADVOCATE**

**PROFESSIONAL ADDRESS** - **ENCL ANNA ROAD**  
**CLUB** - **CLUB OF ADVOCATES**  
**PROFESSION** - **ADVOCATE**

*Shri Rajib Roy*













NO. 273 0002 1 MAR 2016

MEMBER OF THE BAR  
 ENCL ANNA ROAD  
 CALCUTTA - 700001  
 SOUTH CALCUTTA, WEST BENGAL  
 F.I.C. BANK A/C (P.L.) - 711102, KOLKATA  
 HOWRAH ROAD BRIDGE, KOLKATA  
 T. NO. (033) 2246-4206-09830171492

MEMBER OF THE BAR



**SPECIMEN FORM FOR TEN FINGER PRINTS**

	<i>Santa Clara County</i>					
		Little Ring Middle (Left Hand)				Fore Thumb
		(Left Hand)				
						
		Thumb Fore Middle (Right Hand)				Ring Little
		(Right Hand)				
<p align="center">PHOTO</p>						
		Little Ring Middle (Left Hand)				Fore Thumb
		(Left Hand)				
		Thumb Fore Middle (Right Hand)				Ring Little
		(Right Hand)				
<p align="center">PHOTO</p>						
		Little Ring Middle (Left Hand)				Fore Thumb
		(Left Hand)				
		Thumb Fore Middle (Right Hand)				Ring Little
		(Right Hand)				

### Major Information of the Deed

Deed No:	IV-1563-48389/2016	Date of Registration	28/06/2016 12:56:44 PM
Query No / Year:	1903-1000316517/2016	Office where deed is registered	
Query Date	22/06/2016 1:00:28 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Victor Modes Pvt Co 6, Old Post Office Street Thana - Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 9836412534, Status: Solicitor firm		
Transaction	Additional Transaction		
[4002] Power of Attorney, General Power of Attorney			
Set Forth value	Market Value		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 50/- (Arbitr. Amt.)	Rs. 0/- (Arbitr. Amt.)		
Remarks			

#### Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Sanjay Bhushan Dutta</b> Son of Late: Indu Mohan Dutta 98, Rajtango Golf Park, Ashwini, Neelachar Abasan, Flat No. K-1, P.O.- E.K.T, P.S.- Kasba, District-South 24-Parganas, West Bengal, India, PIN - 700107 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, Status: Individual, Executed by: Self, Date of Execution: 23/06/2016, Admitted by: Self, Date of Admission: 23/06/2016, Place : Pvt. Residence

#### Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>VEE DEE REALTORS PRIVATE LIMITED</b> Room No-38, 6th Floor, Poddar Court, 18, Rabindra, P.O.- Birehazrat, P.S.- Birehazrat, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001 Status: Organization

#### Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr. Sekharananda Dutta</b> Son of Late: Naranan Datta EC-189, Sail Lake City, Sec-I, P.O.- Bishannagar, P.S.- Bishannagar, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, Status: Representative, Representative of: VEE DEE REALTORS PRIVATE LIMITED (as Director)

Identifier Details :

Name & address
Mr Sujit Kumar Day Son of Late M.M.Dey B, Old Post Office Street, P.O. - G.P.O. P.S. - Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001 City/Town: By Code: Hindu, Occupation: Service, District of India, Identifier Of Serjey Bhushan Datta.

Endorsement For Deed Number ( IV ) - 190306268 / 2016

On 22-06-2016

Presentation(Under Section 32 & Rule 22A(3) 49(1),W.B. Registration Rules,1962)

Presented for registration at 15:35 hrs. on 22-06-2016, at the Private residence by Serjey Bhushan Datta, Executant.

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

Execution is admitted on 22/06/2016 by Serjey Bhushan Datta, Son of Late Indra Mohan Datta, 62, Panchanga Goid Park, Adswan, Technoal Abasan, Flat No: X-1, P.O. E.K.T, Thana: Kalia, South 24 Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by Profession Others

Identified by Mr Sujit Kumar Day, Son of Late M M Dey, B, Old Post Office Street, P.O: G.P.O. Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service



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

**CERTIFICATE**

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

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

Payment of Fees:

Certified that required Registration Fees payable for this document is Rs 71/- ( E = Rs 71/- ) and Registration Fees paid by Cash: Rs 71/-

**Payment of Stamp Duty**

Contractor requires Stamp Duty (payable) for this document is Rs. 500 and Stamp Duty paid by Stamp Rs. 500.

**Payment of Stamp**

1. Stamp Type: Impressed, Serial no: 119819, Amount: Rs. 500, Date of Purchase: 16/06/2016, Vendor name: Assurance Bureau.



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

in the manner and on the terms and conditions recorded in this Agreement.

**9. DEPOSITS AND FINANCIALS:**

- 9.1 The Developer shall pay to the Owner a sum of **Rs.1,50,00,000/- (Rupees One Crore Sixty Lacs only)** as Interest-Free Security Deposit in the following manner (the receipt whereof the Owner hath hereby as also by the receipt hereunder admit and acknowledge):

At or prior to the time of execution of this agreement.	Rs.41,40,638.00
Simultaneously with the execution of this agreement.	Rs.45,59,362.00
	Rs.50,00,000.00
Upon obtaining the sanctioned plan of the Project.	The balance amount as would be payable by the Developer after adjusting the costs and expenses borne and discharged by the Developer as mentioned in clause no. 9.2 herein below.

- 9.2 The Developer shall bear and discharge at the first instance all the costs and expenses towards obtaining mutation, conversion, amalgamation in respect of the said property as applicable from the competent authorities, NOC from the Taha Controller, Kolkata and no objection from the Competent Authority under the ILC Act, 1976 and payment of arrear tax if any. However, all these sums shall be deducted from the security deposit payable by the Developer to the Owner.
- 9.3 The Owner shall co-operate with the Developer to negotiate with the existing illegal unauthorized occupants at the frontage of the said property and settle all the local problems and hazards if any, and the costs and expenses thereof shall be exclusively borne and discharged by the Owner. However, the Developer shall at the request of the Owner pay a maximum sum of **Rs.2,00,000/- (Rupees two lacs only)** for the aforesaid purpose.

in addition to the above mentioned security deposit and any expenses beyond the said sum of Rs.2,00,000/- (Rupees two lacs only) shall be borne by the Owner.

- 9.4 Upon demolition of the existing structure at the said property the Owner shall be entitled to realize the entire sale proceeds of the debris thereof.
- 9.5 After completion of the project, the amounts paid under clause 9.1 hereinabove shall be refunded by the Owner to the Developer. In this connection the Certificate of the Architect about the completion of the Project shall be binding on the parties hereto. In the alternative the same shall be adjusted by the Developer by disposing of a portion of constructed space having a super built up area of 5000 sq.ft. approximately out of the Owner's Allocation, which shall be demarcated, fenced and kept aside for this purpose at the time of space allocation.
- 9.6 The Owner shall not be entitled to transfer the said earmarked portion of the Owner's Allocation or any part thereof without intimating the Developer about the same and obtaining written permission from the Developer to this extent. The Developer shall be entitled to transfer the Developer's Allocation and shall also have the liberty to issue NOC in favour of the bank for granting house building loan by creating mortgage over any portion of the Developer's Allocation.
- 9.7 The Developer shall be entitled to seek financing of the Project (Project Finance) by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the Developer's Allocation being developed and construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation by creating a charge on the Developer's Allocation only. For this purpose, the Owner shall execute necessary documents through their delegated authority or General Power of Attorney in favour of the Developer and the Owner may join as consenting party (if required by the funding institution) to accord his no objection to creation of charge by the Developer in favour of Banks or Financial Institutions or any other institution(s) for availing such loan facility. In this regard, the Developer shall indemnify the Owner against any claim arising out of such borrowings. In any event no charge shall be created on the Owner's Allocation and the Owner shall not be required to furnish any Guarantee for such loan. In case owing to any loans or finances obtained by the Developer, the Owner suffer any loss or damage due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in

respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof.

- 9.8 The Owner shall not be liable or responsible for due repayment of loans and advances to be obtained by the Developer in respect of the project finance. Similarly, the Developer shall not be liable for the loans and advances to be obtained by the Owners if there be any. Each party shall keep the other safe, harmless and indemnified against payment of all sums of such banker/financial institution including interest, costs, charges and expenses and all suits, actions and proceedings in respect thereof.
- 9.9 All benefits under the Income Tax Act for such borrowings made by the Developer would be available to the Developer and it would be entitled to claim all such benefits.
- 9.10 The Owner or his transferee or transferees and the Purchasers of Units in the project shall pay or deposit the extras and deposits as applicable for the Unit(s) to be acquired by them to the Developer.
- 9.11 If any service tax is required to be paid, the same would be paid by the Owner and the Developer in respect of their respective allocations and/or areas and shall keep each other indemnified in respect thereof and they shall be entitled to recover the same from their respective transferee, if any.

#### 10. POWERS AND AUTHORITIES:

- 10.1 The Owner hereby agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the rights and authorities granted herein.
- 10.2 Notwithstanding anything contained above, simultaneously on execution of this Agreement the Owner shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required for the Project, for the purpose of entering into agreement for sale of the Unit/s attributable to the Developer's allocation only and for the purpose of sale, transfer and/or otherwise disposal of the Unit(s) attributable to the Developer's allocation.
- 10.3 Notwithstanding grant of the aforesaid General Power of Attorney, the Owner hereby undertakes that he shall execute, as and when necessary, all papers, documents, plans etc. for the

purpose of development of the said property within 7 (seven) days of the request being made and the documents being made available to the Owner.

- 10.4 While exercising powers and authorities under the Power of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owner and/or go against the spirit of this Agreement. The said Powers of Attorney shall be specific only for the development and sale of Developer's Allocation purpose and valid for the purposes they would be given and shall not be revoked during the subsistence of this Agreement.

**11. DEALING WITH SPACES IN THE NEW BUILDING(S):**

- 11.1 Upon sanction of plan in respect of the Project, the bookings for the project shall be started by the parties and the marketing agent to be appointed by the Developer in consultation with the Owner. The rate at which booking of flat in the Project shall be made shall be decided from time to time by the Developer in consultation with the marketing agent. The Owner shall at no point of time dispose off or transfer any portion of the Owner's Allocation during the construction of the building at any rate which is less than the rate fixed by the Developer in consultation with the marketing agent. However after delivery of the possession of the Owner's Allocation to the Owner, the Owner is free to sell his allocation at his discretion.
- 11.2 The Developer and Owner shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring any saleable space in the New Building(s) as aforesaid in each part or parts as deemed fit and in favour of the intending Purchasers as and when called upon to do so without charging any additional consideration whatsoever and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending Purchasers as the case may be.
- 11.3 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Building(s) shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this Agreement and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.



- 11.4 All agreements for sale of Developer's Allocation shall be signed by the Developer for self and an Constituted Attorney of the Owner who has been so authorised by the Owner to do so.

12. **MUNICIPAL TAXES, OUTGOINGS:**

- 12.1 All Municipal rates and taxes or property revenue and outgoings or any claim of any nature whatsoever on the said property relating to the period prior to the handing over possession shall be borne, paid and discharged by the Owner and such dues shall be borne and paid by the Owner as and when called upon by the Developer, without raising any objection thereto.
- 12.2 As from the date of this agreement, the Developer shall pay the property taxes in respect of the said property till such time the New Buildings are ready for occupation, after which, the respective Purchasers or nominees shall become liable and responsible for payment of property taxes and all other outgoings (collectively Rates) in respect of the flats/suitable spaces acquired by the prospective purchasers.

13. **POST COMPLETION MAINTENANCE:**

- 13.1 On and from the date of expiry of the period to be specified in the written notice to be given by Developer to the Owner (Possession Date), the Parties shall become liable and responsible for the payments of Rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.
- 13.2 The Parties hereto or their respective transferee or transferees shall pay or deposit the following proportionate costs for their allocation:
- a) All costs for obtaining electricity connection(s).
  - b) All deposits required to be made with CESC Ltd.
  - c) Charges for LT connection charges, switchgear, cables and allied installations.
  - d) Deposit for proportionate charges of maintenance at the rate to be specified by the Developer for each allocation for a period of one year from the date of commencement of Hablity.

- f) Deposit on account of sinking fund @ Rs.60/- (Rupees Sixty only) per sq.ft. of the Super build-up area.
- g) Charges of common generator.
- h) Advocate Fees.

13.3 The Parties hereto and their respective nominees/transferees shall punctually and regularly pay the Rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

13.4 The Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same.

13.5 The Developer or the Agency to be appointed as per clause 13.4 shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, property tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

13.6 The flat owners' association is to be formed within the six months from the date of handing over possession of the entire project to the transferees and till then the Developer shall be responsible for the management, maintenance and administration of the New Buildings or the developer with the consultation of the Owner may appoint any agency to do the same. All the flat owners are to abide by the regulations for management of the affairs of the New Buildings.

#### 14. COMMON RESTRICTIONS:

14.1 The Owner's Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions, intended for common benefit of all occupants of the New Building, which shall include the following:

- (a) No occupant of the New Building shall use or permit to be used their spaces or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupants of the New Building.
- (b) No occupant of the New Building shall demolish or permit demolition of any wall or other structure in their respective spaces or any portions, major, without the written consent of the Developer.
- (c) No occupant of the New Building shall transfer or permit transfer of their spaces or any portion thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned space.
- (d) All occupants of the New Building shall abide by all laws, bye-laws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- (e) All occupants of the New Building shall keep the interior walls, windows, drains, pipes and other fittings and fixtures and appointments and floor and ceiling etc. in each of their respective spaces in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodations therein and shall keep the other occupants of the New Building indemnified from and against the consequences of any breach.
- (f) No occupant of the New Building shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the New Building or any part thereof and shall keep the other occupants of the New Building harmless and indemnified from and against the consequences of any breach.
- (g) No occupant of the New Building shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors

and other places for common use and enjoyment in the New Building.

- (ii) No occupant of the New Building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Building or in the compound, corridors or any other portion or portions of the New Building.

14.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Building shall permit the agency to be appointed as per clause 13.4, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

14.3 It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the New Building and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Building.

15. **OBLIGATIONS OF THE DEVELOPER:**

15.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and the Developer shall utilize the permissible FAR.

15.2 The Developer shall be responsible for planning, designing, development and construction of the New Buildings with the help of professional bodies, contractors, etc.

15.3 The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.

15.4 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned as also to all the labour, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify Owner

against any claims, loss or damage for any default or failure or breach on the part of the Developer.

- 15.5 The marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer and the Owner shall have the liberty to enquire or make suggestions in respect thereof.
- 15.6 The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Building.

16. **OBLIGATIONS OF THE OWNER:**

- 16.1 The Owner shall make out a marketable title to the said property at his own costs and expenses and shall answer all the requisitions in respect thereof.
- 16.2 The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said property by constructing residential building.
- 16.3 The Owner shall provide the Developer with any and all necessary documentation and information relating to the said property as may be required by the Developer from time to time.
- 16.4 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 16.5 The Owner hereby covenants not to cause any interference or hindrance in the construction of the New Buildings.
- 16.6 The Owner hereby agrees and covenants with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area.

17. **INDEMNITY:**

- 17.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules

regulations or by-laws or arising out of any accident or otherwise.

- 17.2 The Owner shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) for any defect in title of the said property suffered by the Developer in the course of implementing the Project including marketing thereof for any successful claim on title to the said property by any third party.

18. MISCELLANEOUS:

- 18.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 18.2 The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 18.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 18.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 18.5 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 18.6 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owner's Allocation.
- 18.7 The name of the project shall be decided by the Developer. The Developer shall be entitled to prefix its brand name to the project.

19. DEFAULTS:

19.1 The following shall be the events of default:

- a) If the Owner fails to comply with any other obligations contained herein.
- b) If the Developer fails to construct, erect and complete the Project within the time and in the manner contained herein.
- c) If the Developer fails to comply with any other obligations contained herein.

19.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within thirty (30) days and in the manner to be mentioned in the said notice.

19.3 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

19.4 In case of the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to terminate this agreement by a written notice to the defaulting party.

19.5 Upon termination of this agreement by the Developer due to breach of the Owner, the Owner shall refund the security deposit to the Developer. Simultaneously with the refund of the above sum the Developer shall handover the possession of the property to the Owner. On such termination all powers and authorities in favour of the Developer including the General Power of Attorney shall stand revoked without any further act or deed.

19.6 Upon termination of this agreement by the Owner due to breach of the Developer, the Owner shall refund the security deposit. Simultaneously with the refund of the above sum the Developer shall handover the possession of the property to the Owner. On such termination all powers and authorities in favour of the Developer including the General Power of Attorney shall stand revoked without any further act or deed.

**20. FORCE MAJEURE:**

20.1 If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall forthwith serve notice in writing to the Owner specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. The Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. The Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

20.2 The Developer claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

**21. ENTIRE AGREEMENT:**

21.1 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence and agreements between the Parties, oral or implied.

**22. AMENDMENT/MODIFICATION:**

22.1 No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

**23. NOTICE:**

23.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or



sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

23.2 Any such notice or other written communication shall be deemed to have been served:

23.2.1 If delivered personally, at the time of delivery.

23.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities.

23.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

23.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

#### 24. **SPECIFIC PERFORMANCE:**

24.1 In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

#### 25. **ARBITRATION:**

25.1 The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement

satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal of single Arbitrator formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made there under. The arbitration proceedings shall be conducted at Kolkata and in English.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(SAID PROPERTY)**

**PART-I**

**ALL THAT** the piece and parcels of land containing an area of 7 cottaks 5 chittaks be the same a little more or less together with one storied brick built building having a super built up area of 1000 sq.ft. more or less erected thereon or on the part thereof situate lying at Mouza Boudel, Grand Division-V, Sub Division-I, presently being Premises No.13, Bediadanga 1<sup>st</sup> Lane, Post Office-Kasba, Police Station-Kasba, Ward No.57, within the Kolkata Municipal Corporation, Kolkata-700 039 and butted and bounded as follows:-

<b>ON THE NORTH</b>	:	Premises No.13, Bediadanga 1 <sup>st</sup> Lane;
<b>ON THE EAST</b>	:	Premises No.24C/1, Bediadanga 2 <sup>nd</sup> Lane;
<b>ON THE WEST</b>	:	Bediadanga 1 <sup>st</sup> Lane;
<b>ON THE SOUTH</b>	:	Bediadanga 1 <sup>st</sup> Lane;

**PART-II**

**ALL THAT** the piece and parcels of land containing an area of 11 cottaks 3 chittaks 6 sq.ft. (on physical measurement 11 cottaks 13 chittaks 13 sq.ft.) be the same a little more or less together with tin/ asbestos shed/structure covering an area of 1500 sq.ft. more or less erected thereon or on the part thereof situate lying at Mouza Boudel, Grand Division-V, Sub Division-I, presently being Premises No.24C/1, Bediadanga 2<sup>nd</sup> Lane, Post Office-Kasba, Police Station-Kasba, Ward No.57, within the Kolkata Municipal Corporation, Kolkata-700 039 and butted and bounded as follows:-

<b>ON THE NORTH</b>	:	Premises No.24, Bediadanga 2 <sup>nd</sup> Lane;
<b>ON THE EAST</b>	:	wide passage;
<b>ON THE WEST</b>	:	Premises No.13, Bediadanga 1 <sup>st</sup> Lane;
<b>ON THE SOUTH</b>	:	Bediadanga 1 <sup>st</sup> Lane;

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREAS, FACILITIES AND AMENITIES)**

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the corporation Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the new building Project and main gates.
7. Water pump and motor with installation and room therefor.
8. Water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit, sewage treatment plant and other common plumbing installations and spaces required thereto.
9. D.G. transformer electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefor.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room.
12. Lifts and their accessories installations and spaces required therefor.
13. Certain areas may be earmarked as Excluded and Reserved areas and shall not be open for common use such as (i) part of the top roof of the building including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof, (ii) the elevation and the exterior of the building, and (iii) Both other open and covered spaces which are herein expressed.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(COMMON EXPENSES)**

1. **MAINTENANCE** All costs and expenses of maintaining, repairing, redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in and/or upon the New Building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/ Flat and main entrance and exit gates, property and staircases of the New Building and enjoyed by the Purchaser or used by him in common as aforesaid, and the boundary walls, compounds etc. of the New Building. The costs of clearing and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the New Building so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired condition.
2. **OPERATIONAL** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **MAINTENANCE IN CHARGE** Establishment and all other expenses of the Maintenance in charge and also similar expenses of the Developer or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.
5. **TAXES** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Unit).
6. **INSURANCE** Insurance premium for insurance of the New Building and also otherwise for insuring the same against

earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES:** Expenses for serving/ supply of common facilities and utilities and all charges incidental thereto. Generator back up for three BHK would be 3 KVA.
8. **RESERVES:** Creation of funds for replacement of funds for replacement, renovation and/ or other periodic expenses.
9. **OTHER:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/ or the Maintenance in charge for the common purposes.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(SPECIFICATIONS)**

<b>BUILDING</b>	:	Designed on a RCC Frame structure with suitable foundation depending on soil conditions.
<b>BATHROOM</b>	:	Ceramic tiles flooring with wall dado of ceramic tiles up to 7 feet height from the floor with good quality CP fittings and white sanitary ware.
<b>DOORS</b>	:	Wooden Frames and flush Doors of ISI specifications and standard locks and fittings.
<b>ELECTRICALS</b>	:	Concealed insulated copper wiring with modular switches and MCB in each unit upto the entrance of each unit. Bedrooms to have 2 light points, 1 fan point and 1 no. 5 amp plug point. Living/Dinning to have 2 nos. 2 amp. Plug points and one cable TV connection point, 1 telephone connection point, 1 AC points in Master Bedroom.

<b>EXTERIOR ELEVATION:</b>		To be designed by the architect, finished with suitable exterior paint finish.
<b>FLOORING</b>	:	Vitrified tiles in internal common areas.
<b>GENERATOR</b>	:	A suitable standby generator shall be provided as standby for all common lighting and water pump.
<b>INTERIOR/WALLS</b>	:	Brick walls with a plaster of paris finish over a cement plaster.
<b>KITCHEN</b>	:	Ceramic tiles flooring with green marble top, one sink and ceramic tiles wall cladding up to 2 feet over the green marble top.
<b>LIFTS</b>	:	Of reputed make.
<b>WINDOWS</b>	:	Aluminium sliding window with glass.
<b>WATER SUPPLY</b>	:	Customary water supply from deep tube-well/corporation water.

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

SIGNED SEALED AND DELIVERED  
by the OWNER at Kolkata in the  
presence of :-

*Sajit Bhattacharya*  
(SAJIT BHATTACHARYA DUTTA)

*Siddhanta Dutta*  
E-4, Acharya Neelkhal  
Mansion, 78, Rajbanga Rd  
Park, Kolkata  
Jyoti Roy  
Bipinbat Mitra Road  
K-8-136

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

WE DEBEAUSOFT LTD

*Lawrence Dutta*  
DUTTA

*Siddhanta Dutta*  
Jyoti Roy

Drafted by:

*Amal Mandal*

**Amal Mandal**  
Advocate,  
C/o. Vicar Mason & Co  
Solicitors & Advocates  
1, Old Post Office Street, Kolkata-700 001.  
Enrollment No. WB/365/1998

**RECEIVED** of and from the within-named Developer the within-mentioned sum of Rs.90,00,000/- (Rupees Ninety Lacs only) being part security deposit as per Memo below:

**MEMO OF CONSIDERATION**

By Cheque No./Cash	Date	Bank's name	Amount paid
000003	14.03.2016	Bank of India, Salt Lake Branch, Kolkata-700 064	Rs. 15,00,000/-
000311	31.03.2016	do	Rs. 2,00,000/-
Cash	01.04.2016	-	Rs. 1,90,638/-
000383	21.06.2016	Bank of India, Salt Lake Branch, Kolkata-700 064	Rs.20,00,000/-
000339	27.07.2016	-	Rs. 50,000/-
		<b>Sub Total:</b>	<b>Rs.44,40,638/-</b>
000345	13.08.2016	Bank of India, Salt Lake Branch, Kolkata-700 064	Rs.45,59,362/-
		<b>Grand Total:</b>	<b>Rs.90,00,000/-</b>

(Rupees Ninety Lacs only).

*Sd/-* *Asst. Secy*

**WITNESSES:**

*Sd/-*

*Jyoti Roy*



DATED THIS 26<sup>th</sup> DAY OF Aug-2016

BETWEEN

BANJAY BHUSHAN DUTTA

... OWNER

AND

YEE DEE REALTORS PRIVATE LIMITED

... DEVELOPER

DEVELOPMENT AGREEMENT

VICTOR MOSES & CO.  
SOLICITORS & ADVOCATES,  
6, OLD POST OFFICE STREET,  
KOLKATA-700 001.



Government of West Bengal


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


OFFICE OF THE A.R.A. - 1 KOLKATA, District Name: Kolkata

Signature / LT. Sheet of Query No/Year 15010051140021/2016

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	M. SANJAY BHUSHAN CHITTA - 88 RAJENDRA GOLD PARK P.O., EAST KOLKATA TOWNSHIP P.S., Kolkata, District- South 24 Parganas, West Bengal, India, PIN - 700107	Living Lord		 4/04	 12/08/16
2	M. SEKHARENDU CHITTA - 80, 88 SALT LAKE CITY, SECTOR - 1, P.O.- MIDHANWATAR, P.S.- Bachchanal, District- North 24 Parganas, West Bengal, India, PIN - 700064	Representative of Developer MEE DCE REALTOR = PVT. LTD.		 6/03	 12/08/16

Sl. No.	Name and Address of identifier	Identifier of	Signature with date
1.	MR. RAJ KUMAR ROY Son of Late M M ROY GOLD POST OFFICE STREET, P.O. - G.P.O, RA - Hanuman, Kolkata, District-Kolkata, West Bengal, India, PIN - 700007	Mr. SANJAY FLEXHAN DUTTA, Mr. BINAY KUMAR DUTTA	 Sanjay Flexhan Dutta 12/05/16

  
 (Sujit Kumar Mondal)  
 ADDITIONAL REGISTRAR  
 OF ASSURANCE  
 OFFICE OF THE AICA - I  
 KOLKATA  
 KOLKATA, WEST BENGAL

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 14/2016/17-00182/2016  
GRN Date: 14/08/2016 15:22:50  
BRN: 1000140011400116

Payment Mode: Current Payment  
Bank: State Bank of India  
BRN Date: 14/08/2016 16:20:40

**DEPOSITOR DETAILS**

Id No. : 10010001140011400116  
(Case No. 00)

Name: VICTOR MOSEK AND CO  
Contact No: 03324102301, Mobile No: 91 9830012827  
E-mail:   
Address: GOLD POST OFFICE STREET  
Applicant Name: Mr VICTOR MOSEK AND CO  
Office Name:   
Office Address:   
Status of Depositor: Ecditor firm  
Purpose of payment / Remarks: Sale, Development Agreement in Constitution agreement

**PAYMENT DETAILS**

S.No.	Description	Head Code	Amount
1	Stamp Duty	1000-114-00-16	0000
2	Registration Charge	1000-114-00-12	174172

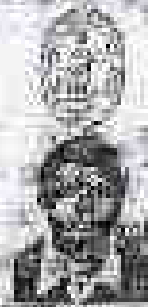
**Total** 174172

In Words: Rupees One Lakh Seventy Four Thousand Five Hundred Seventy Two Only



**INCORPORATED LAW SOCIETY OF CALCUTTA  
HIGH COURT, CALCUTTA**


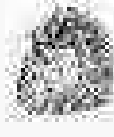
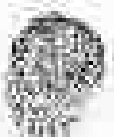
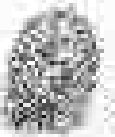
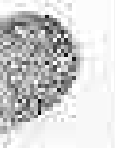
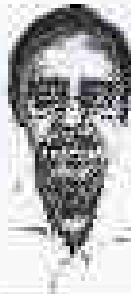


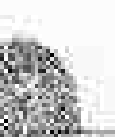












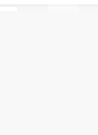
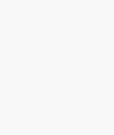
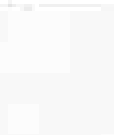
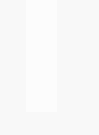

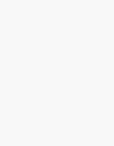


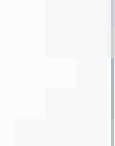
MEMBER OF THE BAR, CALCUTTA



1944-45: **SURESH CHANDRA ROY**  
1945-46: **SHRI ANAND KUMAR**  
1946-47: **SHRI K. S. CHAKRAVARTY**  
1947-48: **SHRI K. S. CHAKRAVARTY**  
1948-49: **SHRI K. S. CHAKRAVARTY**  
1949-50: **SHRI K. S. CHAKRAVARTY**

ORDER NO. **871** DATED **1 MAR 1946**  
JUDGES **A**, old Post Office Street.  
P.O. **W.L. G.P.O. & P.O. Kanchi**  
Kanchi - **58001**  
JUDGE **South Kanchi, District,**  
**P.O. Kanchi, PIN-711002, Andhra**  
**Hospal, West Bengal, INDIA**  
☎ **INDIA (033) 2248-1296 ext- 2245/71455**  
Mod. Use

**SPECIMEN FORM FOR THE FINGER PRINTS**

	<i>Smith, John Doe</i>						
		Little      Ring      Middle      Fore      Thumb (Left Hand)					
		<i>Johnson, Robert</i>					
			Little      Ring      Middle      Fore      Thumb (Left Hand)				
PHOTO							
			Little      Ring      Middle      Fore      Thumb (Left Hand)				
		Thumb      Fore      Middle      Ring      Little (Right Hand)					

### Major Information of the Deed

Deed No.	I/1901/08257/2016	Date of Registration	8/19/2016 1:59:04 PM
Warranty Year	1001-0001140821/2016	Office where deed is registered	
Query Date	11/05/2016 11:47:48 AM	AREA	KOLKATA, District Kolkata
Applicant Name, Address & Other Details	VICTOR MOSES AND CO R/O 21/263 CHITRA, 14/1/11, 11th Fl, Hare Brhad, District, Kolkata, WEST BENGAL, PIN - 700011, Mobile No - 9830408827, Share Certificate No.		
Transaction	Any other transaction		
0110) Sale, Development Agreement or Construction Agreement	0305) Other than Immovable Property Agreement (No. of Agreement: 2), 0304) Other than Immovable Property, Security Bond For 00.00.000/-, 0311) Other than Immovable Property, Deposit For - 00.00.000/-		
Est Forth Value No. 4)	Market Value		
Rs. 32,00,000/-	Rs. 32,00,000/-		
Stamp Duty (2%)	Rs. 64,000/-		
Reg. Fr. 1% (Total 4000/-)	Rs. 32,000/-		
Remarks	Received Rs. 30/- (30%) from the applicant for stamp management also. (200/-)		

#### Land Details :

Name: South 2<sup>nd</sup> Prangana, P.S. Kachha Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bedla Range, 2<sup>nd</sup> Lane, Prangana No. 13, Mun.No: 87

Seq. No.	Plot Number	Khatian Number	Land Use Proposed	Area of Land (Sq Ft)	Sq.Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
01			Soam	1 Kabin 13 Ghat 30 Sq Ft	IN-	1,43,20,130/-	Property is on Road

Name: South 2<sup>nd</sup> Prangana, P.S. Kachha Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bedla Range, 2<sup>nd</sup> Lane, Prangana No. 13, Mun.No: 87

Seq. No.	Plot Number	Khatian Number	Land Use Proposed	Area of Land (Sq Ft)	Sq.Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
02			Soam	1 Kabin 13 Ghat 19 Sq Ft	IN-	2,51,22,230/-	Property is on Road
<b>Grand Total :</b>				<b>31.0050 Dec</b>	<b>IN-</b>	<b>374,59,473/-</b>	

#### Structure Details :

Seq. No.	Structure Details	Area of Structure	Sq.Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
01	On Land L1, L2	1000 Sq Ft.	IN-	7,50,000/-	Structure Type: Structure

1<sup>st</sup> Floor, Area of floor - 1000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 05 Yrs, Roof Type: Flood, Extent of Completion: Complete

02	On Land L1	1000 Sq Ft.	IN-	2,50,000/-	Structure Type: Structure
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02 Floor, Area of floor - 1000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 05 Yrs, Roof Type: Tin Shed, Extent of Completion: Complete

<b>Total</b>	<b>2000 Sq Ft</b>	<b>IN-</b>	<b>12,00,000/-</b>		
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**Land Lord Details :**

Sl No	Name Address, Photo, Finger print and Signature
1	<b>Mr SANJAY BHUSHAN DUTTA</b> Serial No: PERSA MOHAN DUTTA & CO 10/1 JANGRA-BODI PARK, P.O:- EAST KOLKATA TOWNSHIP, P.S:- Kolkata, District: North 24 Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Caste: Titania, Citizen of India, PAN No: RDDDD01281, Status: Individual, Executed on: 10/11/2016, Date of Execution: 10/08/2016 Admitted by: Sd/-, Entry of Admission: 12/08/2016, File No: 147, BSK/2016

**Developer Details :**

Sl No	Name Address, Photo, Finger print and Signature
1	<b>VVE DEE REALTORS PVT.LTD.</b> 10 KORNARA SARANI I/O - BOGHARA, P.O:- Bhatnagar, Kolkata, District: Kolkata, West Bengal, India, PIN - 700051 PAN No: ANDCV1781B, Status: Organization

**Representative Details :**

Sl No	Name Address, Photo, Finger print and Signature
1	<b>Mr SEKHARENDU DUTTA</b> Serial No: MRANJAN DUTTA & CO-110 SALT LAKE CITY, SECTOR - 1, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, District: North 24 Parganas, West Bengal, India, PIN - 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India: PAN No: ANDCV1781B, Status: Representative, Representative of: VVE DEE REALTORS PVT.LTD. (as DIRECTOR)

**Identifier Details :**

Name & Address:
<b>Mr SUNIT KUMAR ROY</b> Serial No: M M ROY 61X B POST OFFICE STREET, P.O:- S P O, P.S:- Hare Biral, Kolkata, District: Kolkata, West Bengal, India, PIN 700011, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, Identification Of Mr SANJAY BHUSHAN DUTTA, Mr SEKHARENDU DUTTA



Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	MR SANJAY BHUSHAN DUTTA	VEE DEE REALTORS PVT LTD - 12111506
Transfer of property for L2		
Sl.No	From	To, with area (Name-Area)
1	MR SANJAY BHUSHAN DUTTA	VEE DEE REALTORS PVT LTD - 10008106
Transfer of property for S1		
Sl.No	From	To, with area (Name-Area)
1	MR SANJAY BHUSHAN DUTTA	VEE DEE REALTORS PVT LTD - 10008106
Transfer of property for S2		
Sl.No	From	To, with area (Name-Area)
1	MR SANJAY BHUSHAN DUTTA	VEE DEE REALTORS PVT LTD - 15008106

**Endorsement For Deed Number : L - 100100257 / 2010**

CP 208/2010

Presentation (Under section 62 & Rule 22(c) 1901 W.B. Registration Rules, 1902)

Processed by Registrar on 14.10.2010 at the Private residence, by Mr. BHASKARU DUTTA,

Certificate of Merit (Under W.B. P.M. rules of 2001)

Confirmed the market value of the property which is the subject matter of the deed has been assessed at Rs. 2,18,59,572/-

Admission of Execution (Under Section 55, W.B. Registration Rules, 1902)

Execution & admission on 12/08/2010 by Mr. SANJAY BHUSHAN DUTTA, Son of Late MOHA MOHAN (A.J.) A. 55 NANDANDA (KOL) PARLE P.O. EAST KOLKATA TOWNSHIP, Thana: Hatal, Dist: 24-Parganas, W.B. BENGAL, India, PIN - 700107, By caste Hindu, By Profession Others.

Indited by Mr. SUJIT KUMAR ROY, Son of Late MM HUY, 6 OLD POST OFFICE STREET, P.O. G.P.O. Thana: Howrah, Dist: 22-City Town, KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Bar

Admission of Execution (Under Section 56, W.B. Registration Rules, 1902) (Representation)

Execution & admission on 12/08/2010 by Mr. BHASKARU DUTTA, DIRECTOR, VEE DEE REALTORS PVT LTD, 10 RAJINDRA SARANI P.O. - BOWDAZAIL P.S. - Bowbazar, Kolkata, Dist: Kolkata, West Bengal, India, PIN - 700011

Indited by Mr. SUJIT KUMAR ROY, Son of Late MM HUY, 6 OLD POST OFFICE STREET, P.O. G.P.O. Thana: Howrah, Dist: 22-City Town, KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Bar



Sujit Kumar Roy  
 ADDITIONAL REGISTRAR OF ASSURANCE  
 OFFICE OF THE A & A - I KOLKATA  
 Kolkata, West Bengal

On: 18/04/2019

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

Admissibility certificate of West Bengal Registration Rule - 202 & 1/2019 dated 18/04/2019. Amount paid: Rs. 100/- Stamp Duty: Rs. 100/-

**Amount of Fees**

Certified that required Registration Fees payable for the document is Rs. 92,10/- (Rs. = Rs. 90,000/-) & Rs. 20,00/- & Rs. 500/- (Rs. 25,000/-) & Rs. 75/- (Rs. 75/-) Total Registration Fees paid by Cash/Rx. Of. by online = Rs. 100,00/-

Description of Online Payment using Government Budget Portal System (GPS) Finance Department, Govt. of WB  
Online on 18/04/2019 @ 2:22 AM with Govt. Id. No: 152518-2011978822 on 18/04/2019. Amount: Rs. 92,10/- Bank: State Bank of India - Branch: 000001, Ref. No: 10510100029250 on 16/03/2019. Head of Account: 0035 03105-091-15

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for the document is Rs. 15,07/- and Stamp Duty paid by Stamp Rs. 100/- by online = Rs. 70,07/-

**Description of Stamp**

1 Stamp Type: Impressed, Serial no: 10031, Amount: Rs. 100/- Date of Impression: 18/04/2019, Location: W.A. District

Description of Online Payment using Government Budget Portal System (GPS) Finance Department, Govt. of WB  
Online on 18/04/2019 @ 2:24 AM with Govt. Id. No: 10263020016083022 on 18/04/2019. Amount: Rs. 70,07/- Bank: State Bank of India - Branch: 000001, Ref. No: 10510100029250 on 16/03/2019. Head of Account: 0035 03105-091-15

Sujan Kumar Mahy  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - KOLKATA  
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Record in Book - I

Volume number 1991-2016. Page from 209000 to 209055

being No 190106257 for the year 2016.



Digitally signed by SUJAN KUMAR  
MAITY  
Date: 2016.08.22 10:15:35 +05'30  
Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 22/08/2016 10:15:33  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
West Bengal.

(This document is digitally signed.)

Certificate of Registration under section 60 and Rule 59.  
Registered in Book - IV  
Volume number 1503-2016, Page from 125112 to 125135  
Serial No 190305201 for the year 2016.



Digitally signed by BALARAM ADHIKARI  
Date: 2016.09.26 17:34:20 +05:30  
Reason: Digital Signing of Deed

*Balaram Adhikari*

(Balaram Adhikari) 26/09/2016 17:34:19  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)

.....  
DATED THIS 23<sup>RD</sup> DAY OF July 2016  
.....

FROM

SANJAY HRUSHAN DUTTA  
-- OWNER

AND

VEE DSE REALTORS PRIVATE  
LIMITED  
-- DEVELOPER

POWER OF ATTORNEY

VICTOR MOSES & CO.  
SOLICITORS & ADVOCATES,  
6, OLD POST OFFICE STREET,  
KOLKATA-700 001.