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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

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...ertified that the document is admitted ... registration. the signature sheets and the endorsement sheets attached with this document are part of this document

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

16 JAN 2016

MEMORANDUM OF JOINT VENTURE DEVELOPMENT AGREEMENT WITH GENERAL POWER OF ATTORNEY

THIS INDENTURE OF AGREEMENT is made on this the

31st day of December, 2015

BETWEEN

Subhal Chandra Halder

17 SEP 2015

Serial No. 21245 Date.....

Name..... D. K. DAS

Address..... Advocate Alipore Judges Court Kol-27

Value Rs. 100/-

BIDYUT KR. SAHA
Licence Stamp Vendor
Alipore Judges' Court, 24 Pgs (S)

Licence Stamp Vendor's Signature

- Sukal Chandra Halder

144

- Sukal Chandra Halder

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Jiten Dr Morgan Chandra

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

16 JAN 2016

Sanjib Kumar Sarkar
S/o- Late Jagadish ch. Sarkar
Teesta Pally. Tinbattimore
P.O- Siliguri Bazar
P.S- BHAKTINAGAR
Dt- Darjeeling
Pin- 734405
occupation:- Govt. Service.

SRI JITENDRA NARAYAN CHANDA, (PAN ANOPC8404H) s/o. Late Asutosh Chanda, Motilal Lane, Madan Mohan Para, P.O.& P.S. – Dinhata, District – Coohbihar, Pin – 736 135 hereinafter referred to as the **LAND OWNER / VENDOR** (Which expression shall unless excluded by or repugnant to the context be deemed to mean his executors, administrators, legal representatives, his heirs successors and assigns) **of the ONE PART.**

A N D

SRI SUBAL CHANDRA HALDER, (PAN ABKPH5147C) son of Late Makhan Chandra Halder, by faith - Hindu, by occupation - Business, residing at 842/15, Upen Banerjee Road, P.O.- Parnsree, P.S. - Behala, Kolkata-700060, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, legal representative, administrators, executors and assigns) of the **OTHER PART.**

WHEREAS (1) SRI SATRUGHANA DEY, (2) SRI ARIJIT GHOSH, (3) SRI PRADIPTA KISHORE BHATTACHARJEE, (4) SRI JITENDRA NARAYAN CHANDA, (5) SMT. SUDHRITI KUNDU, (6) SMT. CHAINA ADDYA@ SMT. CHAINA ADHYA, (7) SMT. GITA SAHA, (8) SRI GOKUL CHANDRA KARMAKAR, (9) SMT. PUTUL ROY KARMAKAR @ PUTUL ROY @ PUTUL KARMAKAR, (10) SRI GOUTAM DASGUPTA, (11) SRI JAYDEV BHATTACHARYA, (12) SRI ASHIS KUMAR DAS, (13) SMT. TWISHA BASU ROY, (14) SRI RATAN KUMAR DEBNATH, (15) SMT. AMBIKA GHOSH, (16) SMT. PRIYANKA GHOSH are the co-owners in respect of **ALL THAT** piece and parcel of land measuring 22 decimal equivalent to 13 Cottahs 5 Chittaks land a little more or less under **R.S. Dag No. 456, L.R. Dag No. 505 (Out of LR Dag No. 505, 506, & 507)** of **R.S. Khatian No. 383, L.R. Khatian No. 2957, 2959, 2958, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896** J.L. No. 42, **Mouza - Panchpota**, within the jurisdiction of Ward No. 4 of Rajpur-Sonarpur Municipality P.S. - Sonarpur, A.D.S.R.O. - Sonarpur, in the District of **South 24 Parganas** by virtue of two separate Deed of Conveyance both being registered in the office of A.R.A. - I, Kolkata and which are registered vide **Deed No. 06891 of 2012** (registered in Book No. 1, C.D. Volume No. 15, Pages 1329 - 1354) and vide **Deed No. 06892 for the year 2012** (registered in Book No. 1, C.D. Volume No. 15, Pages 1355 - 1372) more fully and particularly described in the "A" Schedule hereunder written and for the sake of brevet herein after referred to as the said property and since such possess by the said owner is actual khas and physical of such land acquiring therein permanent transferable and heritable right, title and interest. Market value of that land 50,00,000/- only.

AND WHEREAS the land lord herein, have now become desirous of developing the "B" schedule property being undivided 1/16th share of Schedule "A" property of which they are the absolute joint owners and due to various reasons as well as dearth of technical skill in the field of civil construction, has since been in search of a suitable and trustworthy Developer who can undertake and complete the development of the said "B" schedule property and the land lord herein somehow came to know that the Developer herein is a reputed in the field and in that locality and area and has already executed number of such projects as such approached the developer herein to enter into a JOINT – VENTURE DEVELOPMENT AGREEMENT for the purpose of Development of the "B" schedule property and the Developer after primary negotiation has agreed to Develop the "B" schedule property.

AND WHEREAS upon prolonged negotiations it has been agreed that the Developer will –

1) Develop the "A" schedule property as follows;

Subal Chandra Halder

(Seal) Office of the Dist Sub-Registrar IV
South 24 Pgs Alipore Kolkata

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
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16 JAN 2016

a) By demolishing existing structure and constructing two apartment blocks generally as per the plan and specification (Schedule B & C) attached and name the building as "VINAYAK APARTMENT".

2) Developer shall be provide 44% area out of total construction area (F.A.R.) jointly to all the 16 landowners (including the Landowner herein)out of which the developer shall allot 16(Sixteen) flats.(entire 2ND AND 3rd floor from Block A and entire 3rd AND 4th floor from Block B; each floor consisting of four flats) balance area will be provided /adjusted firstly from the three Shops on the Ground Floor and lastly the residuary (if any) from the car parking space on the Ground Floor ,except common area which is more particularly described below out of which the Landowner herein shall obtain :-

a) One flat will be allotted to SRI JITENDRA NARAYAN CHANDA on the ...4th... Floor, (S-E).....side measuring an area more or less about 625 Sq.ft. built-up area bearing Flat No. – "...3....."; Tower No. .....B....., Name of the Apartment – VINAYAK APARTMENT

Balance area to all the 16 Landowners of the Schedule "A" property including the Landowner herein will be provided /adjusted firstly from the three Shops on the Ground Floor and lastly the residuary (if any) from the car parking space on the Ground Floor (which is to be settled amongst all the Owners of the Schedule "A" property)

Difference in area will be adjusted / calculated with the prevailing market value.

SPECIFICATION IN RESPECT OF BUILDING
(*TO BE CONSTRUCTED IN FIRST SCHEDULE LAND*)

The specification of construction of the Flat / Premises / Apartments will be made as follows:-

General Specification:-

The building will be R.C.C. framed structure as per design and it is open for inspection. All exterior walls will be 5" Thick brick work and all partition walls be 3" thick brick work.

Flooring & Dado:-

All rooms, balconies W.C. bath, toilet and kitchen floor to be laid with marble with 6" dado, all round, tiles flooring will be provided in W.C. Bath or Toilet.

Plaster:-

The outside wall and inside wall and exposed concrete surface of the building to be plastered with ½", ¾" and ¼" (average) thick.

Door & windows:-

Doors:-

All Doors to be of Flash Door and all frame of Doors to be of sal wood.

Fittings of Door:-

ISI standard fittings e.g. Door Stoppers, Tower bolt, socket bolt, Hasp bolt Hinges handles etc, of Iron, Aluminum will be fitted in the doors with Electric Calling Bell connection.

W.C. Bath / Toilet doors:-

P.V.C. door shutters of Bath and Toilet room to be provided P.V.C. frame

Windows:-

Glazed aluminum outside windows with integrated grill for security purpose and all aluminum windows two/ three track..

Wall Finishing:-

The building shall be painted externally with Snowcem color. The vertical inside walls of Room shall to be laid with Paris with any Cement base primer.

Toilets to be provided with :-

One Indian type W.C. another western type with Sanitary fittings only concealed stop cock all Type of cock will be provided (with C.P. fittings as required & one Wash basin of approved make to be provided & Colored glazed tiles 6fit high will be provided by developers. All Water Pipelines P.V.C. will be concealed type inside the Toilet & Bath.

Kitchen to be provided with :-

One cooking platform made of black stone one Big Stainless steel sink , 2 .5 ft height Colored glazed tiles (backside of oven) will be provided by developers.

Roof Top:-

3' high parapet wall with cement brick work will be provided all around of the roof slab. Suitable rain water P.V.C. pipe for proper drainage of waste water from roof, Bath & Kitchen Waste. The entire will be covered with PVC / Tin Shed, the cost of which shall be equally borne by the developer & the landlords.

Electrical Installation:-

Separate meter space will be given to all meters in one block 220v Box of each flat. 6 Electrical Point in each Bed-room, 9 Electrical Point in Dining cum Drawing, 1 Electrical point for Freeze, 1 Electrical point for Washing Machine, 1 Electrical point for A/C, 3 Electrical Point in W.C. 4 Electrical Point in bath cum Toilet, 2 light point in veranda & 5 Electrical Point in Kitchen only. One point for smooth exhaust fan for kitchen only. All electric wiring will be concealed type with ISI Mark Havels copper wire and earthling. Extra Electrical Point will be charged @ Rs. 400.00 per point. Only fetching of main electric meter is the liability of the Developer.

Sanitary Work:-

Septic Tank to be constructed by the developers with necessary inspection pits ash pits.

Plumbing Works:-

The over head water reservoir, all the plumbing works and connection (input and output) to inside and outside of building are common for all the flat owners made by own cost of developers.

COMMON PORTION OF THE FLATS

a) The land comprised in the premises but excluding those reserved for parking of Car/ Cars marked by the DEVELOPER exclusively to any unit or the PURCHASER and those mentioned herein.

b) Only general light point /points of the common portions shall be provided.

c) Total Water line, Water lifting Electric Pump, Water Preserver.

d) Drains, Septic Tank, Private Road, Vacant land.

e) Electrical wiring and main switchbox, main electrical distribution – board sub – distribution boards, Electrical wirings, and other installations and fittings.

f) Boundary wall, Main gates, Drive ways are common to the said building including the roof of the said building.

NOW THIS INDENTURE OF JOINT VENTURE DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

A. Execution of this presents by the Landlord will tantamount to simultaneous execution of a General Power of Attorney in favour of the DEVELOPER.

i. In this Indenture unless it be contrary or repugnant to the context be deemed to mean and include the following :-

ii. LAND LORD / VENDOR/LANDOWNER shall mean -

Subal Chandra Habbar

SRI JITENDRA NARAYAN CHANDA, S/o. Late Asutosh Chanda, Motilal Lane, Madan Mohan Para, P.O.& P.S. – Dinhata, District – Coohbihar, Pin – 736 135

By faith Hindu, Nationality – Indian, includes his heirs, successors, legal representative, executors, administrators and assigns;

iii. **DEVELOPER** shall mean SRI SUBAL CHANDRA HALDER, son of Late Makhan Chandra Halder, by faith - Hindu, by occupation - Business, residing at 842/15, Upen Banerjee Road, P.S. - Behala, Kolkata-700060 and carrying on business as builders, promoters, Developers and constructors being owners of the land hereinafter referred to as its DEVELOPER and includes its successors – in office, legal representative, executors, administrators and assigns;

iv. The Principal shall mean the Landlord's herein jointly.

v. The Constituted Attorney shall mean the Developer the Second Party herein.

vi. **THE SAID LAND** shall mean undivided 1/16th share of ALL THAT piece and parcel of land situated and lying at District of South 24 Parganas, P.S. & A.D.S.R.O. – Sonarpur, within the jurisdiction of Ward No. 4 of Rajpur-Sonarpur Municipality, Mouza - Panchpota, J.L. No. – 42, R.S. Khatian No. 383, L.R. Khatian No. 2957, 2959, 2958, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, (L.R. Khatian No. 2890 recorded in the name of the Landlord herein) R.S. Plot No. 456 corresponding to L.R. 505 (Out of LR Dag No. 505, 506, & 507). Area of Land - 22 decimal equivalent to 13 Cottahs 5 Chittaks including all easements, rights and title free from all encumbrances, hereinafter referred to as said "B" schedule property.

i) **BUILDING** shall mean the new two multi-storied building proposed to be constructed by the Developer on the said "A" schedule property after obtaining sanctioned building plan to be sanctioned by the Rajpur -Sonarpurj Municipality, in the name of the Landlord for construction of a new multi-storied and multi unit buildings including car parking's/shops etc.

Built-up shall mean flat area including proportionate area of stair, area of lift, area of stair head room and area of left head room.

ii) **PROPORTION** : Save and except what are prohibited by this indenture, the Developer will have every right to the said "B" schedule property" mentioned herein above for the purpose of construction / development of the multi-storied and multi unit building.

iii) **CONSIDERATION** : The object behind this agreement is to Develop and Construct and / or cause to be constructed a multi-storied and multi unit building with modern amenities and standard materials in the said "B" schedule property" and to meet all the expenses and / or remuneration, incidental thereto so that the Landlord shall not require to spare or to borrow money or raise fund from any sources. The Developers shall arrange finance for such construction and the consideration value of the Developer's allocation shall be the cost of construction and in lieu of such consideration the Landlord shall get constructed area of the said building as mentioned herein. It is further mutually agreed that the Landlord shall get possession into its share of owners allocation before transfer of those flats as mentioned hereinabove.

iv) **THE ARCHITECT** shall mean such person or persons who may be appointed by the Developer for designing and planning of the Development scheme of the said "B" schedule property.

v) **TRANSFER** with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting transfer of space / flats to the intending Purchaser/s and as provided in the Transfer of Property.

vi) **TRANSFEREE** shall mean person or persons who shall be entitled to purchase any portion of saleable space / flats upon bearing price so fixed by the Developer

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and the additional cost for super built area thereof for the purpose of purchase along with the proportionate and undivided share in the land of the " A " schedule property and also include the proportionate undivided right to use the common area and / or services like passage, light(if any), water pump, common lighting, elevator/lift etc.

vii) **TRANSFEROR** shall principally mean the Landlord, being represented by the Developer as their Attorney and also the Developer itself /himself who will sign in all Deeds or Conveyances which will be placed for registration in due course.

viii) **DEVELOPER'S ALLOCATION** shall mean and include the area excluding the landlords' /owners' allocation of the entire constructed area out of the total Sanctioned Strength of the new multi-storied and multi unit building comprised of Flat / spaces including the common space, roof, staircase, machine room, service room etc. whatsoever required for the enjoyment / maintenance / management of the new building on the said "A" schedule property or part thereof with right to sell, lease, hire or in any manner at or for such rate as will be fixed by the Developer together with right to get addition of all charges on super built up area from the intending buyers / purchasers save and except the proposed allocation of apartment / flat / portions of the Landlord's as mentioned hereinabove and under.

ix) **ALLOCATION** shall mean and include above mention Apartments / Flats / spaces out of the total Sanctioned Strength of the new multi-storied and multi unit building comprised of Apartments / Flat / spaces including the common space, roof, staircase, machine room, service room etc. whatsoever required for the enjoyment / maintenance / management of the new building on the said "A" schedule property or part thereof with right to sell, lease, hire or in any manner at or for such rate as will be fixed by the Landowner

MANDATORY CONDITION

i) The Landlord's doth hereby grant exclusive right to the Developer to build a new multi-storied and multi unit building on the said "B" schedule property as mentioned hereinbefore containing several self contained apartment / flats / units in accordance with sanctioned building plan to be obtained from Rajpur – Sonarpur Municipality and the Developer shall have exclusive right limited to their allocation as agreed herein before to sell, lease, hire those flats/units and other spaces mentioned herein to the intending buyers under "OWN YOU OWN APARTMENT SCHEME" but in no case delivery of possession will be made before delivery of Landlord's Allocation and the Developer shall have no right to deal with the Landlord's allocation which will be exclusive prerogative of the Landlord;

ii) The Developer has further been authorized by the Landlord to deal any matter in respect of the proposed new building on the said "B" schedule property and the Landlord herein have hereby executed a General Power of Attorney in favour of the Developer or its nominee in respect thereof;

iii) The Developer shall complete the construction of the building on the said "B" schedule property within thirty months from the date of obtaining the building sanction plan from the competent authority.

iv) The Developer shall at his own cost do the necessary things and shall deal with the help of his Architect and prepare necessary building plan and after getting sanction construct the new multi-storied and multi unit building thereon on the strength of the General Power of Attorney granted hereby the Landlord in favour of the Developer herein simultaneously with execution of these presents. Once the plans are sanctioned the developer will provide any of the Landlord's with one copy of the plan within two weeks of getting such sanction.

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v) The Landlords will hand over the original documents regarding the ownership of the schedule "A" property to the Developer on execution of this agreement with the General Power of Attorney.

vi) The Landlord hereby empower the Developer to affix hoarding or signboard or any kind of publicity for the benefit of commercial exploitation either on the said "B" schedule property or on newly constructed building till all the flats are sold.

vii) The Landlord hereby authorize the Developer to raise any fund / funds from any Bank and / or Financial Institution for the purpose of construction of the project and / or further to raise such funds from the intending buyer of the flats on booking of the flat / unit during construction period, either from the own source of the intending buyer or from any Bank or Financial Institution financing the intending buyer..

PROCEDURE

i) The Developer will submit the aforesaid plan on behalf of the Landlords to the Rajpur-Sonarpur Municipal authority for sanction, renewal, permission and / or clearance;

ii) All application related thereto referred to in the clauses above will be made in the name of the Landlord/s and as such the necessary renewal permissions, sanction and / or clearance shall be obtained in the name of the Landlord/s which shall be retained by the Developer till the building is completed;

iii) The Developer shall bear all expenses whatsoever to obtain sanction renewal permission and / or clearance for the building plan including the cost of preparing of the same together with all other expenses as mentioned herein together with the right to get refund of excess money. The Developer shall also liable for payment of taxes and other imposition demanded by competent authority for the sale of apartment / flat or space in the building. but will be entitled to get reimbursement of such payment of tax or other statutory imposition imposed irrespective of share allocation and till the date of execution of the final sale deed in favour of the buyer of the flat / unit or from the date of giving possession of the flat / unit;

iv) The Landlord shall render the Developer all sorts of assistance whatsoever to obtain in and / or transfer as mentioned above, and the Landlord hereby agree and assure the Developer to sign and execute such plans application and other papers as may be lawfully required by the Developer from time to time in this respect;

v) Simultaneously with execution of these presents the Landlord have also executed and registered a General Power of Attorney in favour of the Developer to enter upon the "B" schedule property to represent the Landlord for the purpose of developing the schedule "B" property, to construct the two buildings and to sell, lease, hire the same or any other portion thereof as mentioned therein on behalf of the Landowner.

CONSTRUCTION

i) The Developer at their own cost install and provide such facilities that may be required to be provided according to the statutory bye–laws and regulations of the Bengal Municipal Act and / or other related authorities;

ii) The Developer shall also be authorized by the Landlord's or to apply for and obtain temporary and / or permanent connection of water, electricity and other facilities required for the proposed building.

RATES AND TAXES

i) The Developer shall be responsible for the payments of any or all Municipal rates and taxes (including that of B.L&L.R.O.)at present or as may be assessed or imposed with regard to the "B" Schedule Property from this day till of all the apartment /flats / units are completed after completion of the construction, prior to which the responsibility and liability lies entirely upon the Landowners.

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ii) The Developer sufficiently indemnity the Landlord against all claims, actions, demands, costs, charges expenses and proceedings whatsoever suffered or incurred by it consequent to any default by the developers during the course of construction and thereafter till handing over possession of flats / unites to the purchasers thereof.

LANDLORD'S OBLIGATION

i) The Landlord hereby agrees and covenant with Developer not to cause any interference or hindrance in the construction of the building by the Developer in any manner whatsoever.

ii) The Landlord hereby agree and covenant with Developer that the Landlord will not do any act, deed or deeds except when the Developer is in default on his obligations under this Agreement (which is to be intimated to the Developer in writing asking him to show cause for his such default and if the Developer is debarred from giving any clarification) whereby the developer may be prevented from selling, assigning and / or disposing of the building or portion of the building.

iii) Apart from in circumstances where the developer defaults on his obligations under this agreement (which is to be intimated to the Developer in writing asking him to show cause for his such default and if the Developer is debarred from giving any clarification) the Landlord hereby covenants and agrees with the Developer not to let out grant lease, mortgage and / or charge the said "B" schedule property or any portion thereof in any manner without consent in writing of the Developer or its/his nominees .

iv) The Landlord hereby undertake that the Developer will be entitled to construct and complete the building and enjoy the same without any interference and disturbance and to deal with the same in any manner and moreover on demand or placing of any deed or conveyance for registration by the developer to the Landlord, the Landlord will execute the same and will register the same within without putting any question or obligation subject to delivery of possession of the Landlord's allocation of shares and the developer fulfilling all obligations under this agreement, strictly as mentioned in Clause 'g' of the Developer's obligation.

v) The Landlord/s hereby undertake to make the allotment of his/their respective as provided by the Developer lawfully at his/their cost.

DEVELOPER'S OBLIGATION

i) The Developer hereby agrees and covenant with the Landlord's as follows:-

a) to complete building on the said "B" schedule property within thirty months from the date of obtaining the building sanction plan from the competent authority.;

b) not to violate or contravene any of the provisions or rules as set out by the local municipal, state authorities having jurisdiction over the construction of the buildings and applicable for construction of the new buildings covered by this agreement;

c) to completely indemnify the Landlord of any damages. law .suits, costs, claims of whatsoever nature that may arise out of the construction work and the sale of the flats to any purchaser in manner whatsoever.

d) to keep the adjoining construction site clear of debris and construction materials in such a way that it does not pose any safety hazard to the adjoining locality and population

e) to employ the safe construction methods and insure that all labourers and workers including construction personal and supervisors have adequate protective clothing and gear so that their personnel health and safety is not compromised. Any compensation to the labor shall be borne by the Developer only.

f) Service tax liability, if any shall be borne by the developer only in respect of the Developer's allocation.

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LANDLORD'S INDEMNITY:-

i) The Landlord hereby undertakes that the Developer will be entitled to construct and complete the building and enjoy the same without his any interference and / or disturbance and to deal with the same in any manner and moreover on demand or placing of any deed/s or conveyance for registration by the Developer to the Landlord, the Landlord will execute the same and will register the same without putting any question or obligation;

ii) The Landlord's hereby agrees to indemnity the Developer against all actions, suits, costs, proceedings and claims that may arise out of the Landlord's title in the said "B" schedule property;

TITLE DEED

The title deed and related documents in respect of the said "B" schedule property shall be kept under the custody of the Developer till completion of the building and transfer thereof;

MICELLANEOUS

i. The Landlord and the Developer have entered into this agreement purely as a contract & nothing herein which shall be deemed or construed as a partnership between them.

ii) It is understood that from time to time, to facilitate the constructions of the building by the developer, various deeds, matters and things not herein specified may be required to be done and expected by the Developer and for which the developer may need authority of the Landlord and various applications and other documents may be required to be signed or made by the Landlord/s relating to which specification provisions may not have herein, the Landlord hereby authorized the developer to do all such acts, deeds matters and things that may be done by the developer and Landlord undertakes to execute any such additional document subject to their approval as may be required by the developer for the purpose as stated above. The Landlord also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters & things do not any way prejudice the rights of the Landlord/s and / or go against the spirit of this agreement. All cost in the regard shall be borne by the Developer;

iii) It is further agreed by and between the parties hereto that in the event of any variation of the proposed Building Plan after sanctioned of the same is given by the Municipal Authority, the demarcation in relation to the allocation will be accordingly mutually changed and varied and shall be treated as final demarcation.

iv) Any notice required to be given by the Landlord/s will without prejudice to any other mode of service available, deemed to have been served on the developer if delivered by hand or sent by registered post with acknowledgement at the last known address of the developer by the Landlord/s;

v) Any notice required to be given by the developer shall without prejudice to any other mode of service available, deemed to have been served on the Landlord/s if delivered by hand or sent by registered post with acknowledgement to the Landlord/s present address recorded herein.

FORCE MAJEURE

i) The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the related obligations is prevented by the existence of a force majeure & shall be suspended from the obligation during the duration of the majeure;

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ii) Force majeure shall mean and include flood, earth-quake, war storm, civil commotion, strike, terrorism, lock – out any other act beyond the control of the parties hereof,

iii) In Case of the Developer's fulfilling or willingness to fulfill all the obligation of any sale deed or any conveyance relating to transfer of the space or flat to be constructed at the said "B" schedule property and in any manner on demand of and / or placing those documents by the developer before the Landlord/s or if the Landlord/s fail to execute the same in favour of the developer or his nominated transferrer or transferee and future fails to perform its other obligations hereunder provided in such event, the developer shall have the option to sue the Landlord/s for specific performance of contract;

iv) In Case of the Landlord fulfilling and /or readiness or willing to fulfill his obligations and developer fails or neglects to perform its obligations & fails to handover the possession of the aforesaid flats as mentioned hereinabove in such event, the Landlords will have the option to sue the Develoer for recovery of possession of those flats as mentioned herein before.

THE GENERAL POWER OF ATTORNEY

NOW KNOW I, SRI JITENDRA NARAYAN CHANDA, S/o. Late Asutosh Chanda, Motilal Lane, Madan Mohan Para, P.O.& P.S. – Dinhata, District – Coohbihar, Pin – 736 135 hereinafter for the sake of brevity is called **LAND LORD** (*which term or expression shall unless repugnant to the context or otherwise be deemed to mean and include their successors-in-office legal representative, assigns and nominees*) of the FIRST PART by these presents being the Joint Owners of the property being described in the Schedule hereunder written do constitute, nominee and appoint **SRI SUBAL CHANDRA HALDER,** son of Late Makhan Chandra Halder, by faith - Hindu, by occupation - Business, residing at 842/15, Upen Banerjee Road, P.O. – Parnashree, P.S. - Behala, Kolkata-700 060, being owners of the land hereinafter referred to as its **DEVELOPER** (*which term or expression shall unless repugnant to the context be deemed to mean and include its Successors-in-Office, Legal Representative, assigns and nominees*) of the **OTHER PART** to be my true and lawful Attorney for us to act in my name and / or in the name of the said Attorney make, perform, execute all or any of the several deeds, Power, authorities, matters and things for the purpose of developing and constructing the two buildings in the schedule "B" property, that is to say:-

1. To institute, commence, prosecute, carry on or defend or resist all suits and other actions and proceedings or be added as a party or be non-suited or withdraw the same concerning my said property or any part thereof or concerned anything in which we may be a party in any court in Civil, Criminal, Revenue or Revisional jurisdiction, including special jurisdiction of the High Court under Article 226 of the Constitution of India, etc., before Income tax, Sales – tax and Wealth – tax Authorities and to sign and verify all plaints, written statements, accounts, inventories to accept service of all summonses, accounts, inventories, to accept service of all summonses, notices and other judicial processes to execute any judgment, decree or order and to appoint and

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engage any solicitor, pleader, counsel or advocate and to sign and execute any vakalatnama, warrant of attorney or other authority to act and plead.

2. To effect mutation or separation of holding in the Revenue and / or Municipal Records or and sign all applications or objections.

3. To appear for and represent my before the Board of Revenue, Collector of any district, Sub-Divisional Officer, any Magistrate, Judge, Munsif and in all Government offices, the Rajpur-Sonarpur Municipality, Fire Brigade authority, West Bengal State Electricity Board of the respective division in all matters and things relating to our estate or its affairs.

4. To sign, execute, file any documents, petitions, writings and objections rectification, application for correction, etc. whatsoever needed for the purpose of mutation of my name in the records of Rajpur-Sonarpur Municipality & BL & LRO and take all necessary steps for the purpose of sanctioning Building Plan and obtaining water and drainage connection from the Rajpur-Sonarpur Municipality.

5. To sign, verify and execute any document i.e. application, petitions, writings and / or objections whatsoever needed for the purpose of obtaining all authority or corporation or any other statutory authority in this respect.

6. To appear for and represent me in all the courts, Civil, Criminal or Revenue, including Labor Tribunals, original, Revisional or appellate, in any Registration offices, and to sign, execute, verify and file plaints, written statements and all petitions, and also to present appeals in any court, and to accept services of all summonses, notices and other processes of law.

7. To appoint engage on my behalf pleaders, advocates or solicitors whenever our said attorney shall think proper to do so and to discharge and / or terminate his or their appointment.

8. To compromise, compound or withdraw cases, or be non-suited to refer the arbitration all disputes and differences.

9. To sign, verify and file applications for execution of decrees or orders, of any court, and to purchase property at court auction sales in execution of decrees up to the amount of the decree.

10. To withdraw and receive documents or money from any court, office or opposite party, either in execution of decrees or otherwise, and to do all the acts that may be necessary in connection with any of such cases in a lawful way.

11. To delegate all or any of the powers, authorities and liberties hereunder vested and to appoint any substitute or substitutes limited to anyone or more purpose or purposes as he/they shall from time to time desire in that behalf.

12. To negotiate terms and price for the purpose of sale under Schedule property or any part thereof with any or all intending purchaser or purchasers and finalist the same in my name and on my behalf in a lawful way

13. To accept and / or receive any earnest money, sale proceeds or part thereof in my name and on my behalf from any intending purchasers for sale of Flats or others spaces(Shop/Garage/parking space/Office etc.) out of their own allocation i.e. schedule property in a lawful way.

Sukal Chandra Halder

14. To execute, admit and present any Agreement for Sale and / or Deed of Sale on my behalf before the office of any Sub- Registrar, Registrar or Assurances having competent jurisdiction for the purpose of registering the same in my name and on my behalf in a lawful way.

15. To discharge and execute necessary receipt for the money thus received by the attorney officially in my name and on my behalf.

16. And generally to do, execute and perform any other act or acts, deed or deeds, matter or thing whatsoever which in the opinion of my said attorney ought to be done, executed and performed in relation to my property at Panchpota Mouja under schedule property or affairs ancillary or incidental thereto as fully and effectually as I myself could do the same if our were personally present.

17. AND generally to act my Attorney in relation to all matters to which we now or may hereafter be interested or concerned and on my behalf to execute and do all instruments, acts, matters and things fully and effectually as we could do if personally present.

SCHEDULE ABOVE REFERRED TO

"A" SCHEDULE PROPERTY

ALL THAT piece and parcel of land situated and lying at District of South 24 Parganas, P.S. & A.D.S.R.O. - Sonarpur, within the jurisdiction of Ward No. 4 of Rajpur-Sonarpur Municipality, Mouza - Panchpota, J.L. No. - 42, R.S. Khatian No. 383, L.R. Khatian No. 2957, 2959, 2958, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, R.S. Plot No. 456 corresponding to L.R. 505 (Out of LR Dag No. 505, 506, & 507), Area of Land - 22 decimal equivalent to 13 Cottahs 5 Chittaks, Classification of the land BASTU alongwith structure, (L.R. Khatian No. 2890 recorded in the name of the Landlord herein) including all easements, rights and title free from all encumbrances, and butted and bounded as under –

ON THE NORTH	:	Land of L.R. Dag No. 508, (R.S. Dag No. 455)
ON THE SOUTH	:	Ganga-Jowara Road,
ON THE EAST	:	Land of L.R. Dag No. 506,
ON THE WEST	:	Land of R.S. Dag No. 556 (P)

"B" SCHEDULE PROPERTY

ALLTHAT undivided 1/16th share of the property morefully described in Schedule "A" hereinabove written equivalent to 13.31 chittaks alongwiht R.T.S. structure measuring about 100 sq.ft. ..

The layout and specification contained in the Brochure are Tentative and subject to allocation, modification on account of technical reasons without any reference.

Subal Chandra Halder

IN WITNESS WHEREOF the **PARTIES** hereto set and subscribed their respective hands and seals in this on the day, month and year first above written.

SIGNED, SEALED & DELIVERED
by the **PARTIES** within named at
Kolkata in the presence of:

1. Sanjib Kumar Sarkar
Teesta Pally, Tinbatti more
P.O.- Siliguri Bazar
Dt.- Darjeeling
Pin - 734405

Jitendra Narayan Chande

SIGNATURE OF THE LANDOWNER

2.

2. Rita Sarkar
Teesta Pally, Tinbatti More
P.O.- Siliguri Bazar
Dt.- Darjeeling
Pin - 734405

Drafted and prepared under my strict instruction:-

Sukal Chandra Halder

Sukal Chandra Halder

SIGNATURE OF THE DEVELOPER

Drafted by :
(without prejudice under instruction of party/s)

Dipak Kumar Das.
Advocate
Alipore Judges' Court,
Kolkata – 700 027

Computer Print by:
S. Biswas
(Hon.) S. Biswas.

Thumb 1st finger middle finger ring finger small finger

left hand

PHOTO

right hand

Name

Signature

Thumb 1st finger middle finger ring finger small finger

left hand

right hand

Name

Signature

Thumb 1st finger middle finger ring finger small finger

left hand

right hand

Name

Signature

Thumb 1st finger middle finger ring finger small finger

left hand

PHOTO

right hand

Name

Signature

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
16 JAN 2016

Government of West Bengal

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

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16041000364272/2015

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri Jitendra Narayan Chanda Motilal Lane Madan Mohan Para, P.O:- Dinhata, P.S:- Dinhata, District:- Coochbehar, West Bengal, India, PIN - 736135	Land Lord			16-01-2016

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Shri Subal Chandra Halder 842/15 Upen Banerjee Road, P.O:- Parnasree, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700060	Developer			16/1/16

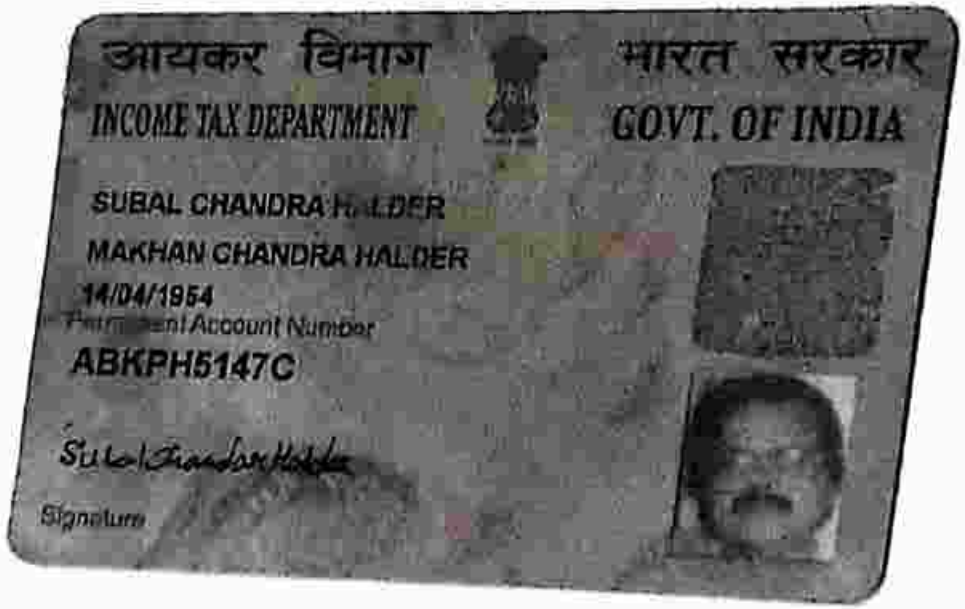
Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr Sanjib Kr Sarkar Son of Late Jagadish Ch Sarkar Teesta Pally Tin Batti More, P.O:- Siliguri Bazar, P.S:- Siliguri, District:- Darjeeling, West Bengal, India, PIN - 734005	Shri Jitendra Narayan Chanda, Shri Subal Chandra Halder	16/1/16

(Tridip Misra)
DISTRICT SUB-REGISTRAR

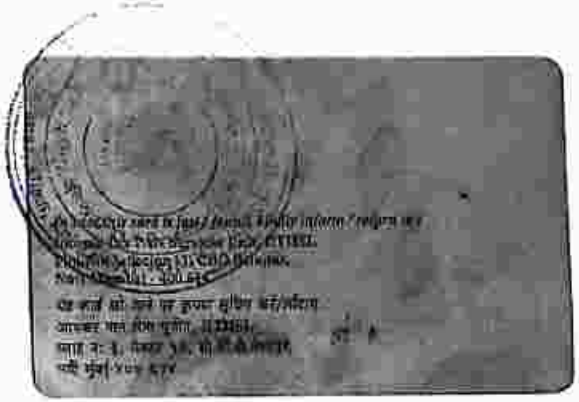
District Sub-Registrar
Registrar
Registration
Alipore, South 24 Parganas

16 JAN 2018

OFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



Subal Chandra Halder



Government of West Bengal

Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	16041000364272/2015	Query Date	07/12/2015 5:45:56 PM
Office where deed will be registered	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	Dipak Kr Das		
Address	Judges Court Alipore,Thana : Alipore, District : South 24-Parganas, WEST BENGAL		
Applicant Status	Advocate		
Other Details	Mobile No. : 9831877898		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4002] General Power of Attorney [Rs : 4,00,000/-], [4305] Declaration [No of Declaration : 2]		
Declared Value	Rs. 4,00,000/-	Total Market Value:	Rs. 4,87,531/-
Stamp Duty Payable	Rs. 5,070/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 60/-	Registration Fee Article:-	E, E, E, M(b), H
Expected date of the Registration of Deed			
Stamp Duty to be Paid by Non Judicial Stamp			Rs. 1,000/-
Service Payable	DLRS server does not return any Information		
	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Sukal Chandra Halder

Jitendra Mohan Chunder

Query No:16041000364272/2015, 09/12/2015 03:17:39 PM SOUTH 24-PARGANAS (D.S.R. - IV)

Seller, Buyer and Property Details

Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Shri Subal Chandra Halder Son of Late Makhan Ch Halder 842/15 Upen Banerjee Road, P.O:- Parnasree, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700060

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Shri Jitendra Narayan Chanda Son of Late Asutosh Chanda Motilal Lane Madan Mohan Para, P.O.- Dinhata, P.S:- Dinhata, District:-Coochbehar, West Bengal, India, PIN - 736135 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. ANOPC8404H,: Status : Individual; Date of Execution : 16/01/2016; Date of Admission : 16/01/2016; Place of Admission of Execution : Pvt. Residence

Developer Details	
	Name, Address, Photo, Finger print and Signature
1	Shri Subal Chandra Halder Son of Late Makhan Ch Halder 842/15 Upen Banerjee Road, P.O:- Parnasree, P.S:- Behala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ABKPH5147C,; Status : Individual; Date of Execution : 16/01/2016; Date of Admission : 16/01/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Sanjib Kr Sarkar Son of Late Jagadish Ch Sarkar Teesta Pally Tin Batti More, P.O:- Siliguri Bazar, P.S:- Siliguri, District:- Darjeeling, West Bengal, India, PIN - 734005 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Shri Jitendra Narayan Chanda, Shri Subal Chandra Halder	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Panchapota	LR Plot No:- 506(Corresponding RS Plot No:- 456), LR Khatian No:- 2890	13.31 Chatak	3,70,000/-	4,57,531/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure

Applicant Details

Details of the applicant who has submitted the requsition form	
Applicant's Name	Dipak Kr Das
Address	Judges Court Alipore,Thana : Alipore, District : South 24-Parganas, WEST BENGAL
Applicant's Status	Advocate

Office of the D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160400218 / 2016

Query No/Year	16041000364272/2015	**Serial no/Year**	1604000237 / 2016
Deed No/Year	I - 160400218 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Shri Subal Chandra Halder	**Presented At**	Private Residence
Date of Execution	16-01-2016	**Date of Presentation**	16-01-2016

Remarks

On 07/12/2015

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 4,87,531/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

On 16/01/2016

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

Presented for registration at 15:30 hrs on : 16/01/2016, at the Private residence by Shri Subal Chandra Halder ,Claimant.

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

Execution is admitted on 16/01/2016 by

Shri Jitendra Narayan Chanda, Son of Late Asutosh Chanda, Motilal Lane Madan Mohan Para, P.O: Dinhata, Thana: Dinhata, , Coochbehar, WEST BENGAL, India, PIN - 736135, By caste Hindu, By Profession Retired Person

Indetified by Mr Sanjib Kr Sarkar, Son of Late Jagadish Ch Sarkar, Teesta Pally Tin Batti More, P.O: Siliguri Bazar, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734005, By caste Hindu, By Profession Service

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

Execution is admitted on 16/01/2016 by

Shri Subal Chandra Halder, Son of Late Makhan Ch Halder, 842/15 Upen Banerjee Road, P.O: Parnasree, Thana: Behala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession Business

Indetified by Mr Sanjib Kr Sarkar, Son of Late Jagadish Ch Sarkar, Teesta Pally Tin Batti More, P.O: Siliguri Bazar, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734005, By caste Hindu, By Profession

(Tridip Misra)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

On 18/01/2016

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60/- (E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 60/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,070/- and Stamp Duty paid by Draft Rs 5,100/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 21245, Purchased on 17/09/2015,Vendor named B K Saha.

Description of Draft

1. Rs 5,100/- is paid, by the Draft(other) No: 419984000382, Date: 10/12/2015, Bank: STATE BANK OF INDIA (SBI), PARNASHREE.

(Tridip Misra)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

...ificate of Registration under section 60 and Rule 69.

...istered in Book - I

...lume number 1604-2016, Page from 7347 to 7372

...eing No 160400218 for the year 2016.

Seal of the District Sub-Registrar IV, South 24 Parganas, South 24 Parganas

Digitally signed by TRIDIP MISRA
Date: 2016.01.18 18:54:31 -08:00
Reason: Digital Signing of Deed.

(Tridip Misra) 1/18/2016 6:54:30 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(Seal) Office of the Dist Sub-Registrar IV, South 24-Parganas, Alipur, Kol-27

(This document is digitally signed.)