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S. 1443/2018




पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

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15/10/18

Certified that the Endorsement Sheet's and the Signature Sheet's attached to this document are part of the Document.


Addl. Dist. Sub-Registrar
Kulti, Paschim Bardhaman


0035MAQT 20188

05 OCT 2018

G.R.N No. - 19-201819-021950305-2 ✓

Query No: 0224-0000597917/2018

Development Construction Agreement Cum General Power of Attorney


The Present Development & Construction Agreement cum General Power of Attorney is made on this the 18th day of April, 2018 here at Kulti.

BY & IN BETWEEN


No. 4526 16-4-18.
Date 18/04/18
Name Swapan Kumar Ghosh
Address Kulti
Stamp from Pradip Kumar Ghosh
Control Treasury URADIP K. P. GHOSH
12 APR 2018 Stamp Vendor
Asansol Court
Lic. No. 309 3/02



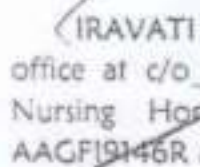
[Handwritten Signature]

Addl. Dist. Sub-Registrar
Kulti, Paschim Bardhaman

18 APR 2018


Sri Swapan Kumar Ghosh, s/o Bhramor Prasad Ghosh, having PAN No.- ADPPG9328M being the owner & possessor of the schedule mentioned property, herein after referred to as the **FIRST PARTY** (which expression shall mean and include all his legal heirs, successors, representatives & assigns unless contrary to and/or repugnant to the context) of the **ONE PART**.

AND



IRAVATI CONSTRUCTIONS, (being a partnership firm), having its registered office at c/o Sukhendra Nath Choudhury, Hill Colony, New Road, Near Kamala Nursing Home, P.O.+P.S.- Kulti, Dist- Paschim Burdwan(W.B.), PAN No.- AAGF19146R and being represented by:-

1. Ajodhya Sharma, s/o Lt. Balkeshwar Sharma, r/o Nazrul Pally, S.B. Goral Road, P.O.- Asansol, P.S.- Asansol(S), Dist- Paschim Bardhaman (W.B.), Pin- 713304, PAN No.- AJBPS2787G,

2. Debasis Ganguly, s/o Ashutosh Ganguly, r/o 9, The Ridge, Near CE Office, (SAIL-ISP), P.O.- Burnpur, P.S.- Hirapur, Dist- Paschim Bardhaman (W.B.), Pin- 713325, PAN No.- AEDPG9986J.

3. Sanjay Chowdhury, s/o Sukhendra Nath Chowdhury, r/o Hill Colony, New Road, Near Kamala Nursing Home, P.O.+P.S.- Kulti, Dist.- Paschim Bardhaman,(W.B.),Pin- 713343, PAN No.- ADMPC5283C,

4. Shweta Choudhury, w/o Partha Choudhury, r/o c/o Goutam Choudhury, Rabindra Nagar, Court More, P.O.- Asansol, P.S.- Asansol(S), Dist- Paschim Bardhaman(W.B.),Pin-713304, PAN No.- AKEPR2310J, here in after referred to as the **SECOND PARTY**(which expression shall mean and include their legal heirs, successors, representatives, administrators & assigns unless contrary to and/or repugnant to the context)of the **OTHER PART**.



WHEREAS the First Party member is the owner and is in possession of the below mentioned A schedule property, which he acquired by way of purchase from its lawful and legal owner by a Deed of Sale vide Deed No.- 1-1103 for the year 2006 and since then he has been owning and possessing the said schedule mentioned property & the same has/have been duly recorded in the LR, Record of Rights before the B.L & L.R.O., Kulti in his name and in his favour.

AND WHEREAS the property mentioned in Schedule A consists of 1(one shop) room measuring about 380sq.ft.[Three Hundred and Eighty square feet] which is in a very old and dilapidated condition and may collapse at any time, and the Owner i.e. the First Party member consider that on the event of collapse of the said shop room it may cause harm and injury to the passersby and/or to the people moving through the nearby road and as for which the said premises/shop room needs immediate re-construction thereby demolishing the present ruinous structure.

AND WHEREAS the First Party/ Owner does not have the requisite funds and is aptly not in a position to re-construct/ re-build the said building thereby demolishing the present ruinous structure/shop room and for the said reason the First Party/Owner has/have approached the Second Party member being a renowned Builder/Developer having vast expertise in the said filed and in response to the said approach the Developer has/have agreed to develop/construct a multi-storied commercial unit over and above the schedule mentioned property at his own costs & by his own expertise, knowhow and experience thereby demolishing the present and existing ruinous structure, as on this date standing thereon.

AND WHEREAS the property mentioned herein below in the schedule below presently continues to be wholly in the possession of the First Party/Owner with his having absolute right, title and interest over and above the said property without any encumbrances as to what so ever or in any manner such as sales, mortgage, lease, lien or otherwise.

AND WHEREAS the First Party/Owner has/have not entered into any type of construction agreement with any other Third Party as on date or on any earlier date as to in any manner.

AND WHEREAS the First Party member does herein seek and intends to develop/construct a multi-storied building over and above the said schedule mentioned property.

AND WHEREAS it is pertinent to mention that the First Party member does not have any sort of experience, expertise and skill for building/construction of a multi-storied building(s) on the one hand and on the other hand the Second Party/

Builder Developer being the constituted Power of Attorney holder having been acquainted and accomplished in the field of building construction/development is a renowned builder in the said field is interested to develop/construct a multi-storied building over and above the schedule property and for the said reason both the First Party/Owner and the Second Party/Developer/Constituted Attorney holder has/have approached unto each other wherein both parties has/ have agreed to the development/construction of a multi-storied commercial unit over and above the said schedule mentioned property at the cost(s), experience, expertise and the knowledge of the Second Party/Developer/Constituted Attorney holder subject to the terms and conditions as is mentioned here under.

IT IS HEREBY AGREED BY & BETWEEN THE PARTIES AS FOLLOWS:-

1. That, the First Party/Owner does hereby grant exclusive rights and authority unto the Second Party/Developer/Constituted Attorney Holder to develop and construct a multi-storied residential-cum-commercial complex comprising of shop rooms, office accommodations, parking space, basement, etc. over and above the schedule mentioned property after getting the requisite sanctioned building plans from the Asansol Municipal Corporation as maybe required or necessary and also after getting the requisite permission(s), consent from the concerned authorities for commencing and for carrying on the development work.
2. That, it is herein agreed and consented in between both the parties that the First Party shall hand over and deliver vacant possession of the said schedule mentioned property within a period of months unto the Second Party/Developer from the day of execution of this Deed of Agreement cum General Power of Attorney.
3. That, the First Party/Owner does hereby give sole and exclusive authority unto the Second Party/Developer/Constituted Attorney to sell, transfer part of any of the said constructed multi-storied complex to be developed and shall also be entitled to appropriate the sale proceeds thereof of the same.
4. That, in exchange of the First Party/Owner granting sole and exclusive rights being restricted to the development of the schedule mentioned property unto the Second Party/Developer/Constituted Attorney under this agreement the super structure to be so built by the Second Party/Developer/Constituted Attorney at their

own costs on the said landed property mentioned in the schedule below the allocation(s) of both the parties shall be determined as is mentioned here under:-

- a) That the First Party member shall be allotted 1(One) shop room of measuring 380 sq. ft (Three Hundred Eighty square feet) on the North-East corner on the Ground Floor, with a frontage of minimum 15 (Fifteen) ft. as is mentioned in the schedule below i.e. on the same geographical corner as the present shop room stands as of date. It is pertinently mentioned herein that the Floor of the said shop room shall be of marble or of vitrified tiles as per availability, shutter on the entire front of the shop room, all electrical connections (inclusive of electrical fittings).
- b) One (1) Residential Flat on the North East corner on the First floor measuring 600 sq. ft (Six Hundred square feet) built up area consisting of 3(Three) Bedrooms, 1(One) Drawing cum Dining, 1(One) Kitchen, 2(Two) Toilet, 1(One) Toilet, 1 (One) Balcony having fully marble/vitrified tiles floor and complete in all respect. (The area of the Flat used to be calculated and charged in accordance to the total built up area minus 600 sq.ft (Six Hundred sq.ft) and shall be chargeable @ 15% of the super built up area at the Market Value fixed by the Second Party/Developer)
- c) It is also agreed by and between the parties that the Second Party/Developer shall be liable to hand over all the copies of documents in regard to the Sanctioned Plan, Conversion etc. in duplicate unto the First Party.

5. That, the entire super structure shall be in accordance with the Sanctioned Plan.

6. That, the Second Party/Developer/Constituted Attorney shall be at a liberty to prepare site plan, building plan by engaging competent technical person/persons of his own choice at his own cost(s) and expenses and in consideration of feasibility of the entire project of the Second Party/Developer/Constituted Attorney.

7. That, the period of completion of the construction/development of the said super structure multi-storied building shall be for a period of 2(Two) years from the date of the sanction plan and the period of hand over of the said shop room shall be for a period of 8(Eight) months from the date of dismantling of the schedule premises, and on any event of failure by the Second Party to hand over the said shop room within the said period then the Second Party shall be liable to pay a penalty to the tune of Rs. 2000/- (Rupees Two Thousand) on per day basis from the date of completion of the said period of 8(Eight) months on condition that time may/shall be extended for any such unavoidable reasons or circumstances or any such legal complications that may arise in due course of time and over which the Second Party/Developer/Constituted Attorney may/shall have no control or domain.

8. That, the Second Party/Developer/Constituted Attorney shall have the right and authority absolutely to dispose off or appropriate all or any portion of the super structure multi-storied building to be constructed/developed falling in the share of the Second Party/Developer/Constituted Attorney and shall also be entitled to appropriate the sale proceeds thereof.

9. That, the First Party/Owner does herein by this indenture does undertake to take all the necessary and appropriate steps in case of any defect of title of the First Party/Owner if detected in due course of time subsequent to this Development/Construction Agreement cum General Power of Attorney and then on such an event the First Party/Owner(s) does herein does undertake to make good the title in respect of the Schedule mentioned property as stated herein below.

10. That, the Second Party/Developer/Constituted Attorney shall bear all costs and expenses in respect of all the paper works and/or otherwise for getting the plan of the proposed building sanctioned and also for making the necessary and requisite applications for such other purposes such as water supply service connection(s) from the appropriate authorities, electricity connections, no objection from the Fire Brigade, lift installation(s), and all other allied and similar purposes the costs of which shall be borne by the Second Party/Developer/Constituted Attorney.

11. That, the Second Party/Developer/Constituted Attorney shall be at a liberty to take all the necessary and appropriate steps in regards to have the electric connection(s), water connection(s), deep tube well, etc. at his cost from the very moment of execution of this Development Agreement cum General Power of Attorney, in his name and favour or in the name and favour of the First Party/Owner as and may be applicable. It is also agreed that the First Party/Owner will submit their requisite "No Objection(s)" and shall put their respective signature(s) which may be required for getting the requisite connection(s) and/or permissions.

12. That, the First Party/Owner will render all necessary co-operations unto the Second Party/Developer/Constituted Attorney so much so to have the Sanction Plan from the Asansol Municipal Corporation and all other allied permission if in any way is required from any such authority towards lawful construction of the building over and above the land mentioned in Schedule A below.

13. That, all the persons required to be engaged for construction of the said building shall be appointed by the Second Party/Developer at his own choice and preference all expenditure thereof shall be borne by the Second Party/Developer/Constituted Attorney and the First Party/Owner shall in way interfere nether shall they be in any way liable or responsible.

14. That, the First Party/Owner shall pay proportionate share of all the requisite Municipal taxes and all other Govt. taxes and rents in regard to the land & building and the Electricity Charges up to this date of execution of this Deed of Agreement in respect of the A Schedule mentioned property and from this date Second Party/Developer/Constituted Attorney shall pay all those taxes, rents, electricity charges of the land mentioned in A Schedule property.

15. That, for sake of convenience in erecting the said construction upon Schedule property as also to perform the acts, deeds and things in terms of the conditions embodied in this agreement the First Party/Owner are executing this document as Development Agreement cum General Power of Attorney in favour of the Second Party/Developer/Constituted Attorney conferring upon him the Second Party/Developer/Constituted Attorney conferring upon him the following powers and authority in connection with the Schedule property which are to be exercise by the Second Party/Developer/Constituted Attorney



as constituted Attorney of the First Party/Owner in the matter of raising the multi-storied building on A Schedule property:-

i). To prepare site plan, building plan for construction of multi-storied building upon schedule property through competent Civil Engineer, Architect, Draftsman or other licentiate, authorized person/persons as is prescribed by the Asansol Municipal Corporation,

ii). To submit site plan, building plan before Asansol Municipal Corporation and obtain approval, sanction of the same from Asansol Municipal Corporation and shall bear all costs, fees and/or charges for preparation of site plan, building plan and pay all the necessary fees, charges to Corporation for approval, sanction of site plan, building plan.

iii). To carry on construction of multi-storied building comprising of residential flats, shop rooms, offices, parking spaces, etc. in accordance to the building plan to be sanctioned by the Asansol Municipal Corporation.

iv). To appoint from time to time as may be required Architects, E.C.C. Consultant(s), Contractors and other personnel and other workmen for the carrying out of the construction of the said building and for the development work on the said property and to pay out their respective fees in consideration of monies, salaries, wages and remuneration.

v). To supervise the development, construction work in respect of the multi-storied building to be so constructed thereon and shall raise construction of the building in accordance with the specification(s), dimension(s) of the structure as per the sanctioned plan and shall strictly follow and shall use the specified building materials and shall maintain the quality and quantity thereof in accordance of the structural engineer.

vi). To bear all the costs of the construction materials and to pay various deposits unto the respective authorities concerned and to carry out the development work on the said property to construct structures thereon and to claim refund of such deposits so paid and also to give valid and effectual receipts in respect to refund of such deposits.

vii). To make all the necessary correspondences with all the concerned authorities and bodies including the Govt. of India in all its respective departments of Asansol Municipal Corporation, the Planning & Development authority of the said Corporation and other concerned authorities in connection with the development and construction of multi-storied building to obtain clearance from Fire Brigade, Pollution Control Board and other authorities required to be obtained as per the provisions of law.

viii). To make necessary representation(s) before the concerned authorities in the matter of boring of deep tube well & for lifting of underground water and after getting/obtaining permission/sanction therefore may cause boring work in any portion of the said property which may deem fit proper/suitable by the Attorney.

ix). To make necessary representation(s) before the W.B.S.E.D.C.L or any other electric supply company for obtaining power over the said property and the building to be so constructed thereon and the Attorney is hereby empowered to execute any such Agreement with the W.B.S.E.D.C.L or any other such electric supply company for supply of electricity and to put up and erect a sub-station over any portion of the said property which may deem suitable by the Attorney.

x). To apply and to make representation before the authorities concerned for the purpose of obtaining various permissions and other service connection(s) including water connections from the existing public water supply line under the domain and control of the local Municipal body/authority(s) and to connect sewerage line of the proposed building with the public sewerage line under the control and the domain of the local Municipal body/authority(s) concerned. Also to appear and represent before all concerned authorities and parties as may be necessary with the said property as aforesaid.



xi). To apply from time to time for modification and revision of building plan in respect of the building to be constructed over and above the said property.

xii). To advertise and to publish brochure for sale of flats, offices, shop rooms, parking spaces that may be constructed on the said property on ownership basis or in any other manner that may be deemed fit and proper by the Attorney and at the price or for the consideration amount that the said Attorney may think fit and proper.

xiv). To agree to sale/to let out any part of the building or any part thereof to such person/persons and on such terms and conditions as the said Attorney may in his opinion and in his absolute discretion think fit and proper in respect of the entitled allocation of the Second Party/Developer/Constituted Attorney.

xv). To sell or dispose of all or any of the flats, shops, offices or parking spaces that may be constructed on the said property on ownership basis or in any other manner and shall execute the conveyance or conveyances in respect to the said property and building so to be constructed thereon in respect of any part thereof in favour of such person/persons either by entering into agreement(s) of purchase of flats/shop room/office/parking space on the basis of valuation/price/consideration thereof claimed or agreed and settled by and between the said Attorney and the intending purchaser(s) and the same shall be at the sole discretion of the said Attorney, restricted to their respective allocation(s).

xvi). To make conveyance deed(s) of transfer/sale, lease/license and/or any other document(s) of transfer that may be required to be executed and to present the same by the said Attorney for Registration and to admit the execution of the same before the concerned Registration office as per the provisions of the Indian Registration Act and to receive the consideration amount, advance/earnest money, rent(s)/premium, part payments and balance payment(s) in regard to sell, transfer, lease or rent of any part or parts of the said property and



to sell, transfer, lease or rent of any part or parts of property and to issue valid money receipts and acknowledgement thereof properly in respect of the entitled allocation of the Second Party/ Developer/ Attorney.

xvii). To ask receive and recover from all the purchasers of the flats/units/shop rooms/office rooms/parking spaces and other occupiers whatsoever all rents, charges, emoluments and sum of money at any time therein and on becoming due of the said amount/amounts in respect to the respective allocation of Second Party/Developer/Attorney shall be entitled to take appropriate legal steps for recovery of the same thereof and/or shall also be entitled to eject such defaulting acquirer/occupant(s).

xviii). To appear in any court to accept or to receive service of any writ or summons or other legal process and to appear in any court and before all courts of any Magistrate or in any tribunal(s) or forums or other Judicial authorities for the appointers and to contest/appear in any such case or cases by the said Attorney and by appointment of any Lawyer/Advocate of his choice as may/shall deem advisable by the said Attorney or as he may think fit and proper and shall also take such other lawful and legal recourses and means for recovering or getting any issue or dispute settled in connection with the instant schedule mentioned property in question and shall be also at a liberty to do all such act(s) or deeds which may/shall be required or may be necessary for settlement of any sort(s) of dispute(s) in respect of the said property mentioned in the schedule and which may/shall require the appointment of any such Solicitor/Advocate/Lawyer and to prosecute or to defend any matter in regards to the said property which may/shall arise in due course of time in the name of the said First Party/Owner or in respect to the Second Party/Developer/Constituted Attorney.

xix). To sign, verify any sort of any plaint(s), written statements, counter claims, appeal(s), revision, review application(s) or any sort of any petition(s) that may be necessary to be signed, verified and to swear all sort(s) of affidavit(s) and papers of every description that may be necessary in proceeding of any kind whatsoever in any court(s).

A handwritten signature in black ink, appearing to be 'K. Singh', written over a horizontal line.

Tribunal(s) or before any Judicial authorities, local bodies and/or any Govt. officer, etc.

xx). To depose and to give testimony before any court of law, any Tribunal(s) or any other Judicial Authority as/or may be required.

xxi). To do all other act(s), deeds or things in any manner whatsoever which may be necessary to be done for rendering these present(s) and effectual to all intents and purposes according to the law of the land and the customs and both the parties does also hereby agree that the First Party/Owner shall be liable to ratify and confirm all and any other act(s) and deeds/acts which may be necessary from time to time by the Attorney to lawfully do, execute or perform or cause to be done, executed or to be performed in connection with the construction of the said multi-storied building by virtue of this deed.

15. That, the Second Party/Developer/Constituted Attorney shall obtain sanction plan from the Asansol Municipal Corporation or any other competent/appropriate authority within 1(One) year from the date of this instrument.

16. That, the Second Party/Developer/Constituted Attorney shall have no right to take loan or mortgage the schedule property in any manner whatsoever without the written consent of the First Party/Owner but the Second Party/Developer/Constituted Attorney shall be at a liberty take loan and arrange/raise any sorts of funds in respect to the construction and the development work to be done/performed over the A schedule property.

17. That, this agreement shall stand in force until and unless it is altered or modified by the mutual consent of the parties in writing.

18. That, one certified of this agreement is to be supplied unto the First Party/Owner by the Second Party/Developer/Constituted Attorney.

19. That, this Power of Attorney is revocable for any sort of non compliance of the duties/obligation(s) as is stated in this said agreement by the Second Party/Developer/Constituted Attorney.

20. That, the First Party/Owner shall also be duty bound by this deed of agreement to hand over vacant, peaceful and unencumbered possession of the schedule property within a period of 1(One) months from the date of execution of this deed of agreement unto the Second Party/Developer/Constituted Attorney towards the furtherance of development and raising of the said multi-storied building over and above the said property.

A SCHEDULE PROPERTY

Within the District of Paschim Bardhaman, P.S.- Kulti, A.D.S.R at Kulti, Mouza Kulti, J.L No.- 16, R.S. Khatian No.- 393, Plot No.- 1040/1770, 1(One) Shop Room measuring about 380 sq. ft. butted and bounded by:-

On the North :- Land and House of Biswanath Sarkar
On the South :- Land and House of Ajay Kumar Mukherjee & Smt Mira Choudhury
On the East :- Sripur Road [40 feet]
On the West :- Land and House of Ajay Kumar Mukherjee & Smt Mira Choudhury

B SCHEDULE PROPERTY

(OWNER'S ALLOCATION)

i). All that 1(One) Shop Room measuring about 380 sq.ft. (Three Hundred and Eighty square feet) with a frontage of minimum 15 (Fifteen) feet, on the North-East corner of the A Schedule Property on the Ground Floor of the multi storied super structure having marble/vitrified tiles, shutter on the front of the shop room, including of electrical connections(having fittings and fixtures).

ii). All that 1(One) Residential Flat on the North East corner on the First floor measuring 600 sq.ft. (Six Hundred square feet) of built up area having marble/vitrified tiles consisting of 3(Three) Bedrooms, 1(One) Drawing cum Dining, 1(One) Kitchen, 2(Two) Toilets, and 1 (One) Balcony within the said multi storied super structure over the A Schedule Property falling within the jurisdiction of the Asansol Municipal Corporation, along with undivided proportionate share of land of the A Schedule Property over and above the common area and facilities specifically provided in respect of the said building, and not any other part of the said building. (The area of the Flat used to be calculated and charged in accordance to the total built up area minus 600 sq.ft (Six Hundred sq.ft) and shall be chargeable @ 15% of the super built up area at the Market Value fixed by the Second Party/Developer)

C SCHEDULE PROPERTY

Details of construction shall be provided by the Second Party/Developer

a). STRUCTURE

The building shall be framed as per design of the Civil Engineer and Architect appointed by the Second Party as per the Sanctioned Plan obtained from the concerned authority i.e. Asansol Municipal Corporation with I.S.I approved quality cement and standard type of M.S. Rods.

b). BRICK WALL

All exterior brick wall(s) shall be of 10(Ten)/5(Five) inches thick with standard bricks and cement to be mixed in the ratio of 1:6. All partition wall shall be of 5(Five) inch thick with cement and mortar to be mixed in the ratio of 1:4.

c). PLASTER

Ceiling and wall shall have a plaster of 1/4" & 1/2 inch thick in cement and mortar to mixed in the ratio of 1:4 & 1:6 respectively.

d). FLOORING, SKIRTING & DADO

Flooring in all rooms, kitchen, toilet & balconies will be laid with cast with Marble/vitrified tiles with skirting of 5(Five) feet height. Two toilets will be provided with glazed tiles up to 5(Five) feet height around the wall area. Top of table will be laid with cast Marble in kitchen. Balconies will be laid with ordinary Marble/vitrified tiles and if Tiles are to be fitted then the same is to be paid by the First Party/Owner. Steel sink is to be provided in the Kitchen with glazed ceramic tiles up to 2(Two) ft. around the wall.

e). DOORS, WINDOWS & SHUTTER

Front main Door frame of the residential flat shall be made by 'Sal' wood or of Wood of equivalent quality wood having measurement of 4inch" 2.5inch and Shutter of main door will be made of Wood Flash Door and all bed rooms' door frames are to be made by Wood. And shutters of bed rooms will be of Wooden Flash Doors.

All Kitchen and balcony's door frames will be P.V.C frames and the shutter will be of flush type of commercial ply. And toilet door's will be P.V.C type.

All windows fittings will be of M.S.(Standard) tower bolt, all-drop bolts, handles, door stopper etc, will be provided with best quality.

All windows will be flat M.S. Steel profile with white glass panel and all windows will be painted with synthetic enamel paint.

f). GRILLS & RAILINGS

All window grills are to be made of M.S. Steel, as per Architect's drawing and design.

All steel sections will be painted with synthetic enamel paint.

g). TOILET SANITARY & PLUMBING

1(One) Toilet will be provided with Western type commode with low down P.V.C. cistern, C.P. Shower raise and one separate tap and other toilet will be provided with Indian type commode with low down P.V.C. cistern and one water tap connection.

In the kitchen 1(One) water tap will be provided and medium Steel sink will be provided and in the dining cum drawing room a medium basin will be provided.

h). INTERIOR FINISHING OF WALL & CEILING

Cement and plaster in the ratio of 1:6 will be provided in the wall of required thickness over which Plaster of Paris is to be applied. The ceiling will be plastered in the ratio of 1:4 with Plaster of Paris finish.

i). EXTERIOR FINISH

Plastering of Cantilever etc. in the ratio of 1:6 to wall and in the ratio of 1:4 on the projection line bands cornice will be provided with requisite thickness & decorative cement paint to be applied to the plastered surface.

j). ELECTRICITY

Electricity will be provided by the W.B.S.E.D.C.L to the individual Flat owners with service line as per law. All electric work connection line will be concealed inside the Flat, stairs & shop room. All bed room, drawing cum dining room will be provide with 2(Two) light points, 1(One) fan point 1(One) 5 Amp. Plug point is to be provided in the drawing cum dining room for the use of

refrigerator, toilets are to be provided with light points, 1(One) exhaust fan point & 5 Amp plug point is to be provided in the Kitchen.

All balconies are to be provided with a ceiling light point. 1(One) A/C point in 1(One) room is to be provided at the choice of the First Party/Owner (if any extra point is required then the cost of the same is to be provided by the First Party/Owner).

k). LIFT

There shall be 1(One) lift of suitable capacity.

l). WATER SUPPLY

1(One) over head water reservoir per unit of required capacity will be provided at the top of the roof, 1(One) underground water reservoir will be provided suitably for storage of water along with 1(One) boring water supply with a electrical pump which is to be installed at the Basement Floor for lifting of water from the boring to the overhead reservoir and supplied to the flats.

D SCHEDULE PROPERTY

The common areas and facilities mentioned in this agreement shall include

a). The foundation column, girders, beams, supports, main walls, lift, corridors, lobbies, stairs & stair-ways entrance to exits from the building to be constructed on the said land and intended for common use.

b). Installation of common service such as water sewerage etc.

c). Lift, pump motor, pipes & all apparatus and installations in the said building for common use.

d). The Developer shall construct the water reservoir and water tank for which the owner shall have no liberty excepting the cost for future maintenance.

f). The expenses of maintaining repairing, re- decorating and renewing the main structure, water supply system, supply of electricity to all common area mentioned in the D Schedule hereto.



g). The expenses of repairing maintaining, white washing and colour washing the main structure of the building including the exterior of the building and the common area of the building described in the A Schedule.

h). Salaries, Wages and fees of sweepers, plumbers, electricians, caretakers, or any other persons house appointment which may be considered necessary for maintenance and protection of the said premises and administration and management thereof.

IN WITNESS whereof both the parties does put their respective signatures on this day, month and year as is mentioned herein above out of their own free will and without any fraud or coercion been practised upon them.

Witness:-

1. Sudip Chowdhury
S/o. Mr. Sukhendra^{Nath} Chowdhury
1422 Colony New Road - Po. Kulti
Dist. Paschim Bardhaman - 713143

Swapan K. Ghosh.

Signature of First Party

2. Debasis Chatterjee
S/o, Late, Profulla K. Chatterjee
Kulti Sri Pur Road,
Po - Gangutia, S.S. Kulti
Dist - Bardhaman, Pin - 713333

1. Ajedhya Sharma.

2. Debani Ganguly.

3. Sany Choudhury

4. Shweta Choudhury

Signature of the Second Party

FOR IRAVATI CONSTRUCTIONS

Drafted by me
Vankar K. Gupta
Advocate
Enrollment No - WB/55/05

Thumb

Littlefinger to forefinger



Thumb

Forefinger to Littlefinger

Right Hand



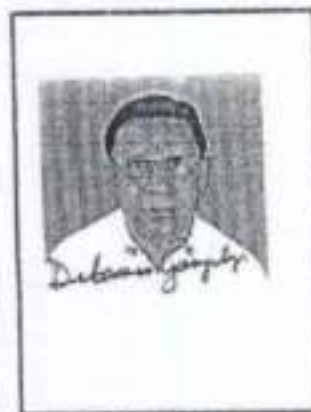
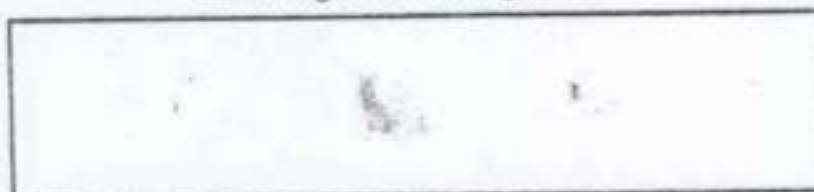
Aditya Sharma

Finger Print attested by me: Aditya Sharma

Thumb

Littlefinger to forefinger

Left Hand



Thumb

Forefinger to Littlefinger

Right Hand



Debasis Ganguly

Finger Print attested by me: Debasis Ganguly

Thumb

Littlefinger to forefinger

Left Hand



Thumb

Forefinger to Littlefinger

Right Hand

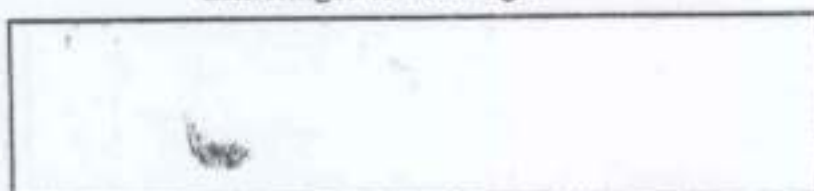


Finger Print attested by me: Sanjay Choudhary

Thumb

Littlefinger to forefinger

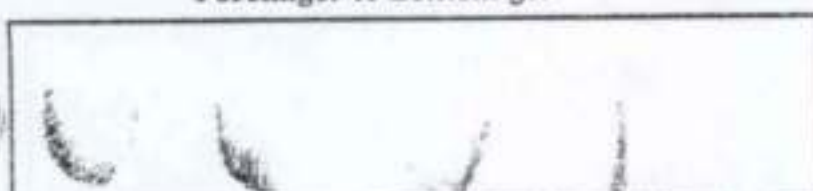
Left Hand



Thumb

Forefinger to Littlefinger

Right Hand



Finger Print attested by me: Shweta Choudhary

Thumb

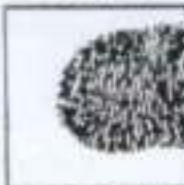
Littlefinger to forefinger



Thumb

Forefinger to Littlefinger

Right Hand

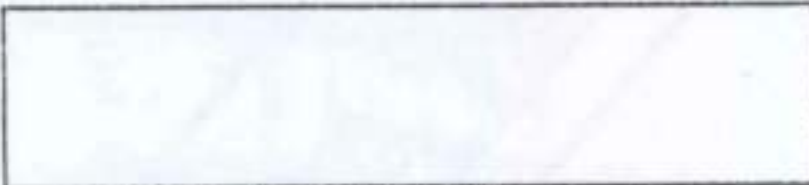


Finger Print attested by me: Swapan kv Ghosh.

Thumb

Littlefinger to forefinger

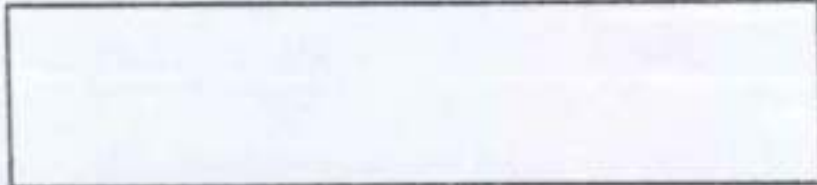
Left Hand



Thumb

Forefinger to Littlefinger

Right Hand



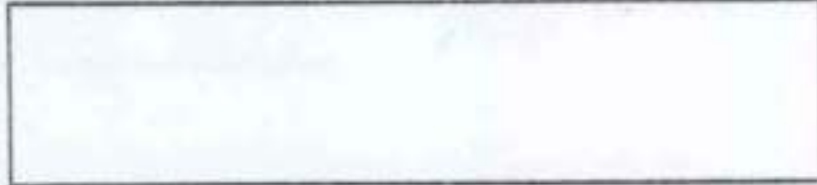
Photo

Finger Print attested by me: _____

Thumb

Littlefinger to forefinger

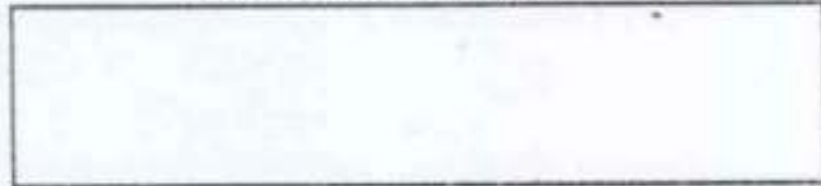
Left Hand



Thumb

Forefinger to Littlefinger

Right Hand



Photo

Finger Print attested by me: _____

Thumb

Littlefinger to forefinger

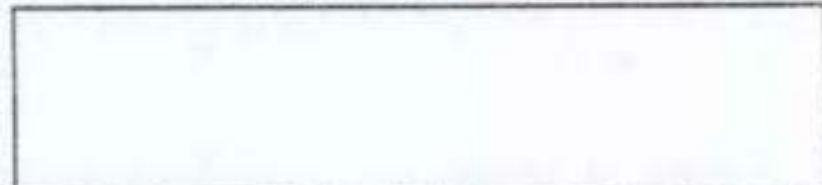
Left Hand



Thumb

Forefinger to Littlefinger

Right Hand



Photo

Finger Print attested by me: _____

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

GRN: 19-201819-021950305-2 Payment Mode Counter Payment
GRN Date: 13/04/2018 13:50:50 Bank: State Bank of India
BRN: 90039404 BRN Date: 13/04/2018 00:00:00

DEPOSITOR'S DETAILS

Id No. : 02240000597917/2/2018
(Tender Number)
Name : rajesh kumar am
Contact No. : Mobile No : +91 7384038556
E-mail :
Address : narsinghbandh
Applicant Name : Mr BHASKAR SENGUPTA
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale/Development Agreement or Construction agreement

PAYMENT DETAILS

Sl No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	02240000597917/2/2018	Property Registration Stamp duty	0030-03-103-003-02	4010
2	02240000597917/2/2018	Property Registration Registration Fees	0030-03-104-001-18	14

Total

4024

In Words : Rupees Four Thousand Twenty Four only

Major Information of the Deed



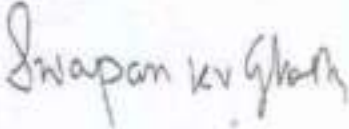
Deed No :	I-0224-03396/2018	Date of Registration	05/10/2018
Query No / Year	0224-0000597917/2018	Office where deed is registered	
Query Date	12/04/2018 5:02:58 PM	A.D.S.R. KULTI, District: Burdwan	
Applicant Name, Address & Other Details	BHASKAR SENGUPTA ASANSOL COURT, Thana : Asansol (S), District : Burdwan, WEST BENGAL, PIN - 713304, Mobile No. : 7001515572, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 6,08,000/-		
Stamp duty Paid (SD)	Registration Fee/Paid		
Rs. 5,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Apartment Details :

District: Burdwan, P.S:- Kulti, Municipality: KULTI, Mouza: Kulti, Road: Sripur Road, Pin Code : 713343

Sc h No.	Plot No. Details	Khatian Details	Floor Area (In Sq Ft)	Set Forth Value (In Rs)	Market value (In Rs)	Other Details
A1	RS - 1040/1770	RS - 393	Super Built-up Area: 380	1,00,000/-	6,08,000/-	Gr. Floor, Apartment Type: Flat/Apartment Residential Use , Floor Type: Cemented, Age of Flat: 1 Year, Approach Road Width: 40 Ft.

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger print	Signature
	Mr SWAPAN KUMAR GHOSH (Presentant) Son of Late BHRAMOR PRASAD GHOSH Executed by: Self, Date of Execution: 18/04/2018 , Admitted by: Self, Date of Admission: 18/04/2018 ,Place : Office			
		18/04/2018	LTI 18/04/2018	18/04/2018
SRIPUR ROAD, P.O:- KULTI, P.S:- Kulti, Kulti, District:-Burdwan, West Bengal, India, PIN - 713343 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADFPG9328M, Status :Individual, Executed by: Self, Date of Execution: 18/04/2018 , Admitted by: Self, Date of Admission: 18/04/2018 ,Place : Office				

Major Information of the Deed :- I-0224-03396/2018-05/10/2018



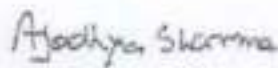


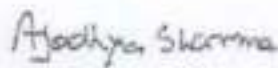


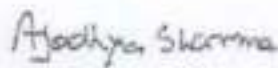


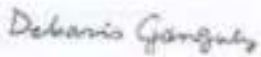


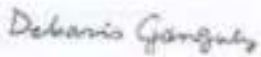


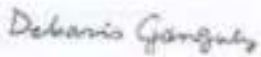


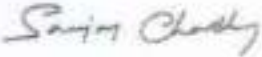


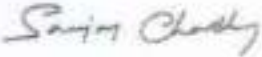


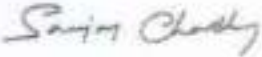
Details :

Name, Address, Photo, Finger print and Signature

IRAVATI CONSTRUCTIONS

HILL COLONY, NEW ROAD, P.O:- KULTI, P.S:- Kulti, Kulti, District:-Burdwan, West Bengal, India, PIN - 713343 .
 PAN No.:: AAGFI9146R, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr AJODHYA SHARMA Son of Late BALKESWAR SHARMA Date of Execution - 18/04/2018, , Admitted by: Self, Date of Admission: 18/04/2018, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Apr 18 2018 3:33PM</td> <td>LTI 18/04/2018</td> <td>18/04/2018</td> <td></td> </tr> </tbody> </table> <p>NAZRUL PALLY, S.B. GORAI ROAD, P.O:- ASANSOL, P.S:- Asansol (S), District:-Burdwan, West Bengal, India, PIN - 713304, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJBPS2787G Status : Representative, Representative of : IRAVATI CONSTRUCTIONS (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Mr AJODHYA SHARMA Son of Late BALKESWAR SHARMA Date of Execution - 18/04/2018, , Admitted by: Self, Date of Admission: 18/04/2018, Place of Admission of Execution: Office				Apr 18 2018 3:33PM	LTI 18/04/2018	18/04/2018	
Name	Photo	Finger Print	Signature										
Mr AJODHYA SHARMA Son of Late BALKESWAR SHARMA Date of Execution - 18/04/2018, , Admitted by: Self, Date of Admission: 18/04/2018, Place of Admission of Execution: Office													
Apr 18 2018 3:33PM	LTI 18/04/2018	18/04/2018											
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr DEBASIS GANGULY Son of ASHUTOSH GANGULY Date of Execution - 18/04/2018, , Admitted by: Self, Date of Admission: 18/04/2018, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Apr 18 2018 3:35PM</td> <td>LTI 18/04/2018</td> <td>18/04/2018</td> <td></td> </tr> </tbody> </table> <p>9 THE RIDGE SAIL ISP, BURNPUR, P.O:- BURNPUR, P.S:- HIRAPUR, District:-Burdwan, West Bengal, India, PIN - 713325, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEDPG9986J Status : Representative, Representative of : IRAVATI CONSTRUCTIONS (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Mr DEBASIS GANGULY Son of ASHUTOSH GANGULY Date of Execution - 18/04/2018, , Admitted by: Self, Date of Admission: 18/04/2018, Place of Admission of Execution: Office				Apr 18 2018 3:35PM	LTI 18/04/2018	18/04/2018	
Name	Photo	Finger Print	Signature										
Mr DEBASIS GANGULY Son of ASHUTOSH GANGULY Date of Execution - 18/04/2018, , Admitted by: Self, Date of Admission: 18/04/2018, Place of Admission of Execution: Office													
Apr 18 2018 3:35PM	LTI 18/04/2018	18/04/2018											
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SANJAY CHOWDHURY Son of SUKHENDRA NATH CHOWDHURY Date of Execution - 18/04/2018, , Admitted by: Self, Date of Admission: 18/04/2018, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Apr 18 2018 3:37PM</td> <td>LTI 18/04/2018</td> <td>18/04/2018</td> <td></td> </tr> </tbody> </table> <p>HILL COLONY, NEW ROAD NEAR KAMALA NURSING HOME, P.O:- KULTI, P.S:- Kulti, District:-Burdwan, West Bengal, India, PIN - 713343, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADMPC5283C Status : Representative, Representative of : IRAVATI CONSTRUCTIONS (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Mr SANJAY CHOWDHURY Son of SUKHENDRA NATH CHOWDHURY Date of Execution - 18/04/2018, , Admitted by: Self, Date of Admission: 18/04/2018, Place of Admission of Execution: Office				Apr 18 2018 3:37PM	LTI 18/04/2018	18/04/2018	
Name	Photo	Finger Print	Signature										
Mr SANJAY CHOWDHURY Son of SUKHENDRA NATH CHOWDHURY Date of Execution - 18/04/2018, , Admitted by: Self, Date of Admission: 18/04/2018, Place of Admission of Execution: Office													
Apr 18 2018 3:37PM	LTI 18/04/2018	18/04/2018											

Major Information of the Deed :- I-0224-03396/2018-05/10/2018

Name	Photo	FingerPrint	Signature
SHWETA CHOUDHURY wife of PARTHA CHOUDHURY Date of Execution - 18/04/2018, , Admitted by: Self, Date of Admission: 18/04/2018, Place of Admission of Execution: Office			<i>Shweta Choudhury</i> 18/04/2018
C/O GOUTAM CHOUDHURY, RABINDRANAGAR, COURT MORE, P.O:- ASANSOL, P.S:- Asansol (S), District:-Burdwan, West Bengal, India, PIN - 713304, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, , PAN No.:: AKEPR2310J Status : Representative, Representative of : IRAVATI CONSTRUCTIONS (as PARTNER)			

Identifier Details :

Name & address	Date
Mr SUDIP CHOWDHURY Son of Mr SUKHENDRA NATH CHOWDHURY HILL COLONY NEW ROAD, P.O:- KULTI, P.S:- Kulti, District:-Burdwan, West Bengal, India, PIN - 713343, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mr SWAPAN KUMAR GHOSH, Mr AJODHYA SHARMA, Mr DEBASIS GANGULY, Mr SANJAY CHOWDHURY, SHWETA CHOUDHURY	18/04/2018
<i>Shweta Choudhury</i>	

Transfer of property for A1		
Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR GHOSH	IRAVATI CONSTRUCTIONS-380.000000 Sq Ft

Endorsement For Deed Number : I - 022403396 / 2018

On 18/04/2018

Presentation(Under Section 52(A)(1)(a) & Rule 22A(3) & 45 of W.B. Registration Rules 1962)

Presented for registration at 14:00 hrs on 18-04-2018, at the Office of the A.D.S.R. KULTI by Mr SWAPAN KUMAR GHOSH ,Executant.

Certificate of Market Value(WB BUY(rules of 2001))

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 6.08,000/-

Major information of the Deed :- I-0224-03396/2018-05/10/2018

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

Execution is admitted on 18/04/2018 by Mr SWAPAN KUMAR GHOSH, Son of Late BHRAMOR PRASAD GHOSH, SRIPUR ROAD, P.O: KULTI, Thana: Kulti, , City/Town: KULTI, Burdwan, WEST BENGAL, India, PIN - 713343, by caste Hindu, by Profession Business

Identified by Mr SUDIP CHOWDHURY, , Son of Mr SUKHENDRA NATH CHOWDHURY, HILL COLONY NEW ROAD, P.O: KULTI, Thana: Kulti, , Burdwan, WEST BENGAL, India, PIN - 713343, by caste Hindu, by profession Business

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

Execution is admitted on 18-04-2018 by Mr AJODHYA SHARMA, PARTNER, IRAVATI CONSTRUCTIONS, HILL COLONY, NEW ROAD, P.O:- KULTI, P.S:- Kulti, Kulti, District:-Burdwan, West Bengal, India, PIN - 713343

Identified by Mr SUDIP CHOWDHURY, , Son of Mr SUKHENDRA NATH CHOWDHURY, HILL COLONY NEW ROAD, P.O: KULTI, Thana: Kulti, , Burdwan, WEST BENGAL, India, PIN - 713343, by caste Hindu, by profession Business

Execution is admitted on 18-04-2018 by Mr DEBASIS GANGULY, PARTNER, IRAVATI CONSTRUCTIONS, HILL COLONY, NEW ROAD, P.O:- KULTI, P.S:- Kulti, Kulti, District:-Burdwan, West Bengal, India, PIN - 713343

Identified by Mr SUDIP CHOWDHURY, , Son of Mr SUKHENDRA NATH CHOWDHURY, HILL COLONY NEW ROAD, P.O: KULTI, Thana: Kulti, , Burdwan, WEST BENGAL, India, PIN - 713343, by caste Hindu, by profession Business

Execution is admitted on 18-04-2018 by Mr SANJAY CHOWDHURY, PARTNER, IRAVATI CONSTRUCTIONS, HILL COLONY, NEW ROAD, P.O:- KULTI, P.S:- Kulti, Kulti, District:-Burdwan, West Bengal, India, PIN - 713343

Identified by Mr SUDIP CHOWDHURY, , Son of Mr SUKHENDRA NATH CHOWDHURY, HILL COLONY NEW ROAD, P.O: KULTI, Thana: Kulti, , Burdwan, WEST BENGAL, India, PIN - 713343, by caste Hindu, by profession Business

Execution is admitted on 18-04-2018 by SHWETA CHOUDHURY, PARTNER, IRAVATI CONSTRUCTIONS, HILL COLONY, NEW ROAD, P.O:- KULTI, P.S:- Kulti, Kulti, District:-Burdwan, West Bengal, India, PIN - 713343

Identified by Mr SUDIP CHOWDHURY, , Son of Mr SUKHENDRA NATH CHOWDHURY, HILL COLONY NEW ROAD, P.O: KULTI, Thana: Kulti, , Burdwan, WEST BENGAL, India, PIN - 713343, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/04/2018 12:00AM with Govt. Ref. No: 192018190219503052 on 13-04-2018, Amount Rs: 14/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90039404 on 13-04-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,010/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 4,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4526, Amount: Rs.1,000/-, Date of Purchase: 16/04/2018, Vendor name: Pradip Kr Panja

2. Stamp: Type: Court Fees, Amount: Rs.10/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/04/2018 12:00AM with Govt. Ref. No: 192018190219503052 on 13-04-2018, Amount Rs: 4,010/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90039404 on 13-04-2018, Head of Account 0030-02-103-003-02



Amaresh sah

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. KULTI

Burdwan, West Bengal

Major information of the Deed :- I-0224-03396/2018-05/10/2018

05/10/2018

Certificate of Admissibility/Rule 43 W.B. Registration Rules 1982

Admissible under rule 21 of West Bengal Registration Rule, 1982 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

As

Amaresh sah
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. KULTI
Burdwan, West Bengal



Major information of the Deed :- I-0224-03396/2018-05/10/2018

ate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0224-2018, Page from 59350 to 59382
being No 022403396 for the year 2018.



Ash

Digitally signed by Amaresh San
Date: 2018.10.05 12:43:20 -07:00
Reason: Digital Signing of Deed.

(Amaresh sah) 05-Oct-18 12:43:14 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. KULTI
West Bengal.

(This document is digitally signed.)