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CONSTITUTED
POWER OF ATTORNEY
AND CONFIRMING PARTY

THIS AGREEMENT is made on this the 22 01 07 Two

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# BETWEEN

1. SRI BISWAJIT DAS, PAN: AKVPD2280N, son of Kali Pada Das, Nationality- Indian, by faith Hindu, by occupation Business, resident of 5 No. ichlabad, Burdwan Municipality Ward No. 11, P.O. Sripally. P.S. - Burdwan Sadar, District - Burdwan (Presently Purba Bardhaman), PIN - 713103 (W.B.),

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2. SRI ARABINDA DAS, PAN-CMFPD0711G, son of Kali Pada Das, Nationality Indian, by faith Hindu, by occupation Business, resident of 5 No. ichlabad, Burdwan Municipality Ward No. 11, P.O. Sripally. P.S. -Burdwan Sadar, District - Burdwan (Presently Purba Bardhaman)

3. SMT BASANTI DAS (BANIK), PAN - BZPPB8675P, daughter of Kali Pada Das & Divorced wife of Haradhan Banik, Nationality Indian, by faith Hindu, by occupation Household works, resident of 5 No. ichlabad, Burdwan Municipality Ward No. 11, P.O. Sripally, P.S. - Burdwan Sadar, District - Burdwan (Presenth. Purba Bardhaman), PIN - 713103 (W.B. hereinafter referred to as the OWN-ERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) of the FIRST PART.

AND
NAME. Nripendra Nath Sorker StoLate Dhiren dra Nath Sorkar
NAME: Nripendra Nath Smkar StoLate Dhiren dra Nath Smkar WTO Nripendra nath Smkar. Father's/husband's/son/
daughter ofby
Occupation Service & House wife residing
Occupation Service & House wife residing at rill & P.O. Khorsi Khorsee, D+ Bankura. PINO-72220/
hereinafter called the "PURCHASERS" (which expression shall unless
excluded by or repugnant to the context be deemed to mean and
Include their heirs, executors. administrators, representative and
assigns) of the SECOND PART.

AND

NIRMAN INFRASTRUCTURES. a sole proprietorship Concern having Its place of business at 63 R.N. Guha Road, PO. & P.S - Dum Dum, Kolkata 700028. represented by its sole proprietor SRI BHASKAR

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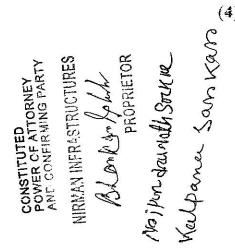
Business, residing at Chotonilpur. P.O.. P.S. & District - Burdwan hereinafter called the 'DEVELOPER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators. representative and assigns) of the THIRD PART WHEREAS the landed property (defined & demarcated) classified as "Bastu", appertaining to C.S. Plot No. 831, corresponding to R.S. Plot No. 831/2619, also corresponding to the L.R. Plot No. 2291 under L.R. Khatian Nos. 1845, 9375, 9658, measuring an area of 4835 Sft. (more or less) as per field measurement, also bearing LOP No. 255 of Ichhlabad G.S. colony, at Mouza - Ichhlabad. J.L. No. 75, P.S. Burdwan Sadar. District Burdwan (Presently Purba Bardhaman), within the area of Ward No. 11 of the Burdwan Municipality, also bearing Burdwan Municipality Holding No. 291, 'of Ichlabazar Mahalla, is lawfully and exclusively owned and possessed by the OWNERS, herein, whose names too stand recorded in the present L.R.R.O.R. under L.R. Khatian Not 1845, 9375 & 9658 respectively and also in the records of the Burdwan Municipality, in respect of the same.

and whereas the Landowners absolutely seized and posses and absolutely entitled 04 cotthas a Bastu land morefully and particularly described in schedule below which is free from encumbrances and wanted To construct a multistoried building on the aforesaid property by appointing a promoter on Joint Venture basis.

**AND WHEREAS** accordingly they offered the DEVELOPER to develop the said land by raising a new building on the said land and the Developer accordingly constructed a multi storied building on the schedule property by sanctioned plan from Burdwan Municipality.

AND WHEREAS the VENDOR herein granted a registered Power of Attorney in favour at SRI BHASKAR GHOSH. son of Bhawani Ghosh. by faith Hindu, by Occupation - Business. residing at Chotonilpur, PO., PS. & District Burdwan, the sole proprietor at NIRMAN INFRASTRUCTURES, a sole Proprietorship Concern having its place of business at 63 R.N. GuhaRoad, P.O. & P.S. - Dum Dum, Kolkota - 700028, the Developer / Confirming Party Therein for doing various act and things in contemplation of the said Development Agreement.

AND WHEREAS according to said Development Agreement developer



AND WHEREAS according to the said Development Agreement entitled the Developer / Confirming Party herein to sell and transfer the flats / apartments in the new building constructed on the land of the said premises together with undivided share of land and the common right in the common areas and facilities of the said building / premises as detailed in the said Development Agreement to the various Intending Purchasers. AND WHEREAS the PURCHASERS herein approached the Developer Confirming Patty with a proposal to purchase ALLTHAT one self-contained flat bearing no..../A..... measuring about sq.ft. super built up area more or less on the 15th FLOOR 5/15 side along with proportionate share of land benith the building more particularly/described in the first schedule hereunder. AND WHEREAS the purchasers after inspecting the relevant papers of ALL THAT one self-contained flat bearing no..! measuring about. 796. 4ft. .....sq.ft. more or less super built up area on the 15+ FLOOR 5/W side along with proportionate share of and benith the building, approached the VENDOR/DEVELOPER for purchasing the same at a price of Rs. /600000/(Rupees). Sixteen Lakho only only i.e. per 59.ft. and the VENDOR AND DEVELOPER accepted the proposal of the purch aser. NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS 1. The Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT one self-contained Flat bearing no...../A measuring about....736... sq.ft. more or less super built up area on the 

benith the building. approached the VENDOR/DEVELOPER for purchasing

Sixteen Lakh only

which is morefully described in the Schedule hereunder written morefully and particularly described in the schedule hereunder.

- 2) That the PURCHASERS has paid on or before of the execution here of to the VENDOR a sum of Rs, 450000/\_ (Rupees) consideration money) as part payment out of total consideration amount fa (Rupees) The Vendor herein has acknowledged the receipt there of 3) That the Purchaser will pay the balance amount of Rs..... (Rupees) ..... only to the VENDOR AND DEVELOPER in the following manner:-
- a) 25% after root casting
- b) 25% after brick work
- c) 20% after flooring
- d) 20% after sanatory work
- e) 10% before Me time at registration
- 4) That if the VENDOR AND DEVELOPER fail and neglected to execute and register the aforesaid FLAT after receiving the full consideration amount within the stipulated date to be fixed by the PURCHASERS herein. The PURCHASERS shall be entitled to file a suit for Specific Performance of Contract Act against the Vendor.
- 5) That it the PURCHASERS faila to pay the rest of the consideration money in aforesaid time the VENDOR AND DEVELOPER will be at liberty to sale the property to any other person after repaying the booking money received by VENDOR AND DEVELOPER as hereunder written.
- 6) That the purchaser undertakes that the construction work of the said flat will be completed through the Developers within 2 years from the date of siging this agreement on behalf of the purchaser and under no circumstances. The purchaser shall be allowed to depute any new contractor/nerson for and

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& 9658 respectively and also in the records of the Burdwan Municipality, in respect of the same.

# SECOND SCHEDULE REFERRED TO AS ABOVE

# [Description of the said Fiat]

ALL THAT one self-contained Flat bearing no.... !A.....measuring =out sq.ft. more or less super built up area on the FLOOR side along wilt' proportionate share Of land of Hie said premises which are moiefulty and particularly described in the FIRST SCHEDULE written above togetherwith proportionate undivided one impartable snore of including of the said premises togetherwith common rights in the common area and facility of the said building and the premises alongwith all other rights and facilities of the building 1 premises for beneficial use and enjoyment of Me said Rat and liable to pay all common erpenses otongwith other Hat owners and the said liar consistof bed room, one dining cum drawing room, one kitchen, toilets and a taicony.

# **SPECIFICATION**

## 1 STRUCTURE:

R.C.C. framed structure as per municipal approved design

#### 2 BRICK WALL:

Outside main wall will be 8" thick except on cantilever. On cantilever, wall will be 5" thick, Partition wall will be 5" Or 3" thick as required. All walls of C.B. & Alm. Will be R.C.C. wall.

### 3. FLOORING:

All floors of bedrooms. dining cum drawing, Verandah will be of vitrified tiles / marble. Height of skirting will be 4" from floor of same specification.

Floor of kitchen and toilet will be finished marble. Height of skirting is 6".

## 4. TOILET:

- (a) Ceramic files will be fitted upto height of 6'-0" or door height from floor level in all toilets.
- b) One [ISI] graded Indian pan in common toilet and one same graded

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- (c) Two Nos. bib cocks will be provided in each toilet
- (d) Plain water concealed line will be provided in one toilet & Kitchen and Hot & Cold concealed line in other Toilet.

## 5. DINING:

One Vitreous China white wash basin with bathroom sets and mirror will be provided in dining room

#### 6.KITCHEN:

Kitchen tabletop will be made of 1'-8" wide granite Slab. Ceramic tiles will be fitted on the back side wall upto 2'-0" of table and sink upto a height of 3'-0" from table top level also in view portion. One NO sink and two Nos. bid cock will also provided. Aquaguard line will be provided.

## 7. DOORS WINDOWS:

All doors and windows frame will be made of Sal wood Flash door shutter of hard wood, will be provided with suitable fittings for all doors including one Telescopic pipe-holes and a lock will be Provided in main entrance door. Both toilets will have PVC frame and shutter.

Window shutter will be of Glass in Aluminum paneled. M.S. ornamental grill.

**8. WATER SUPPLY:** All Internal water pipeline will be concealed CPVC at required did of approved brand. Out-side water pipe line will be surface deep tube well with pump-motor submersible will be provided for water supply arrangement.

#### 9. SANITARY:

All fittings of Indian pans, commode. washbasin etc. will be provided of approved I.S.I. brand. For waste water line, P.V.C. pipe will be provided.

#### 10. ELECTRIC:

All Electric line will be concealed of copper mode. Two Nos. light points, one No. fan point and one No. plug point will be provided in each bedroom. Three Nos. light points, two Nos. fan points and two Nos. 15 Amp One No A.C. Point in Master Bedroom, Plug point will be provided

1. 2.	CONSTITUTED POWER OF ATTORNEY AND CONFIRMING PARTY  NIRMAN INFRASTRUCTURES  BLankar Lahr PROPRIETOR
PART	Signature of the parties of the FIRST  Amilan dra wath Sorker  Kayana Sankara
SECOND PART	Signature of the parties of the

Signature of the parties of the THIRD PART

# **MEMO OF CONSIDERATION**

RECE	I V E D from the within named PURCHASERS	the
within	450000/L mentioned s	um
Rs	4500001	
Rupees	Fam Lakh fifty Husand only	,)

only by way of	part payment of co 16000001- leen Lockh dule mentioned flat a	onsideration m مسار as per Memo bo	noney of Rs. (Rupees. ) elow:-		
Payment made	by Cheque / Cash b	eing no.	ě		
Payment made	by Cheque / Cash t	Rs. peing no.	211500 m		
		Rs.	250000.00		
Payment made by Cheque / Cash being no.					
		Rs.	450,000-00		
(Rupeesfow	Lakh fifty	Total Rs. Hound only	) only		
Witnesses:	CONSTITUTED POWER OF ATTORNEY AND CONFIRMING PARTY	NIRMAN INFRASTR BLankan PRO			
		Signature Develo			

(THIRD PART)